

*Board of Trustees
Meeting*

August 15, 2016

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

The Board of Trustees of the San Jacinto College Community District will meet at 5:00 p.m., Monday, August 15, 2016, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**BOARD WORKSHOP
AGENDA**

- I. Call the Meeting to Order**
- II. Roll Call of Board Members**
- III. Adjournment to closed or executive session pursuant to Texas Government Code Section 551.074 of the Texas Open Meetings Act, for the following purposes:**
 - a. 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.
 - Validation of evaluation ratings for members of the Strategic Leadership Team
 - Re-assignments related to retirements, Pathways, and SACSCOC
- IV. Reconvene in Open Meeting**
- V. Review 2016 – 2017 Budget**
- VI. Review 2016 – 2018 Strategic Plan and 2016 – 2017 Annual Priorities**
- VII. Update on Fall 2016 Enrollment**
- VIII. Review Bond Refinancing Activity**
- IX. Review Proposed Electioneering Procedures**
- X. Discuss Proposed Process for Concealed Carry Procedures**
- XI. General Discussion of Meeting Items**
- XII. Review Calendar**
- XIII. 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, August 12, 2016, this notice was posted on a bulletin board located at a place convenient to the public in the central administrative office of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, the College’s website, and is readily accessible to the public upon request.

Brenda Hellyer, Ed.D.

August 12, 2016

**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 at 7:00 p.m., Monday, August 15, 2016, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

PUBLIC BUDGET HEARING

- I. Call the Meeting to Order**

- II. 2016 – 2017 Budget Presentation**

- III. Public Comment on 2016 – 2017 Budget**

- IV. Adjourn to Regular Board Meeting**

Certification as to Posting or Giving of Notice

On this day, August 12, 2016, this notice was posted on a bulletin board located at a place convenient to the public in the central administrative office of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, the College's website, and is readily accessible to the public upon request.

Brenda Hellyer, Ed.D.

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

The Board of Trustees of the San Jacinto College Community District will meet immediately following the Public Budget Hearing, Monday, August 15, 2016, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**BOARD MEETING
AGENDA**

- I. Call the Meeting to Order**
- II. Roll Call of Board Members**
- III. Invocation and Pledge to the Flags**
- IV. Special Announcements, Recognitions, Introductions, and Presentations**
 - Recognition of Chris Duke for Being Elected to the Liberal Education and America’s Promise Board of Directors Laurel Williamson
 - Recognition of the Marketing Department for Receiving the Public Relations Society of America Houston Gold Excalibur Award for 2015 Bond Public Relations Campaign Teri Crawford
- V. Student Success Presentations**
 - Update on Pathways Laurel Williamson
- VI. Communications to the Board of Trustees**
- VII. Hearing of Such Citizens or Groups of Citizens Desiring to be Heard Before the Board**
- VIII. Informative Reports to the Board**
 - A. San Jacinto College Financial Statement
 - B. San Jacinto College Foundation Financial Statement
 - C. Capital Improvement Program
 - D. San Jacinto College Building Committee Minutes
 - E. San Jacinto College Finance Committee Minutes

ACTION ITEMS

- IX. Consideration of Approval of Amendment to the 2015-2016 Budget for Restricted Revenue and Expenses Relating to Federal and State Grants**
- X. Consideration of Approval of Revisions to the Strategic Plan and Approval of the 2016 – 2017 Annual Priorities for San Jacinto College**

- XI. Consideration of Approval of the Renewal of the Articulation Agreement Between San Jacinto Community College District and Lamar University Department of Industrial Engineering**
- XII. Consideration of Approval of Memorandum of Understanding Between Galena Park Independent School District and San Jacinto College District for Use of Facilities**
- XIII. Consideration of Approval of Clear Horizons Early College High School Memorandum of Understanding**
- XIV. Consideration of Approval of Memorandum of Understanding Between Harris County Department of Education and San Jacinto College District**
- XV. Consideration of Approval of Pasadena Early College High Schools Memorandum of Understanding**
- XVI. Consideration of Approval of Proposed Budget for 2016 – 2017**
- XVII. Consideration of Approval of the 2017 Board of Trustees Meeting Dates**
- XVIII. Consideration of Approval of Reauthorization of the Full-time Salary Schedules, Part-time Hourly Pay Rates, and Stipends and Market Premiums for 2016-2017**
- XIX. Consideration of Approval of the Annual Review of the Investment Policy and Strategy of the College**

PURCHASING REQUESTS

- XX. Consideration of Purchasing Requests**

CONSENT AGENDA

- XXI. 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 July 11, 2016 Board Workshop and Regular Board Meeting**
- B. Approval of the Minutes for the July 14, 2016 Special Board Meeting**
- C. Approval of the Budget Transfers**
- D. Approval of Personnel and Contract Recommendations**
- E. Approval of the Affiliation Agreements**
- F. Approval of the Next Regularly Scheduled Meeting**

- XXII. Items for Discussion/Possible Action**

(Items removed from the Consent Agenda, will be considered at this time)

- XXIII. Adjournment**

Closed Session Authority

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any items included in this Notice, then such closed or

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

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

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

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, August 12, 2016, this notice was posted on a bulletin board located at a place convenient to the public in the central administrative office of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, the College’s website, and is readily accessible to the public upon request.

Brenda Hellyer, Ed.D.

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Statement of Net Position
June 30,

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Current assets:		
Cash and cash equivalents	\$ 80,035,454	\$ 70,232,985
Investments	-	81,337
Accounts receivable - taxes	4,246,788	4,022,723
Accounts receivable	15,148,922	17,831,595
Deferred charges	1,675,016	1,618,267
Inventories	<u>462,236</u>	<u>522,096</u>
Total current assets	<u>101,568,416</u>	<u>94,309,003</u>
Noncurrent assets:		
Restricted cash and cash equivalents	216,744,043	48,338,639
Restricted investments	-	1,013,307
Other long term investments	-	9,847,910
Capital assets, net	<u>412,051,502</u>	<u>388,807,807</u>
Total noncurrent assets	<u>628,795,545</u>	<u>448,007,663</u>
Total assets	<u>730,363,961</u>	<u>542,316,666</u>
Deferred outflows of resources:		
Deferred outflow related to pensions	<u>4,542,533</u>	<u>-</u>
<u>Liabilities</u>		
Current liabilities:		
Accounts payable	11,084,305	13,283,199
Accrued liabilities	5,118,482	4,603,782
Accrued compensable absences and deferred compensation	2,592,077	2,747,035
Deferred revenues	<u>13,348,209</u>	<u>12,062,407</u>
Total current liabilities	<u>32,143,073</u>	<u>32,696,423</u>
Noncurrent liabilities:		
Net pension liability	24,842,147	-
Bonds and notes payable	<u>478,325,091</u>	<u>287,538,895</u>
Total noncurrent liabilities	<u>503,167,238</u>	<u>287,538,895</u>
Total liabilities	<u>535,310,311</u>	<u>320,235,318</u>
Deferred inflows of resources -		
Deferred inflow related to pensions	<u>7,599,287</u>	<u>-</u>
<u>Net assets</u>		
Beginning of year	176,203,176	208,536,020
Current year addition	<u>15,793,720</u>	<u>13,545,328</u>
Total net position	<u>\$ 191,996,896</u>	<u>\$ 222,081,348</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

Consolidated -All Funds
(Not Including Capital Improvement Program)

	Adjusted Budget	Actual (83.33%)	% Actual to Adjusted Budget	6/30/15	% of 8/31/15 Actual
REVENUES:					
State Appropriations	\$ 46,094,872	\$ 36,952,763	80.17	\$ 37,790,605	81.38
Local Taxes - Maintenance & Operations	59,125,000	60,434,863	102.22	55,082,910	97.31
Local Taxes - Debt Service	22,879,299	22,291,876	97.43	25,762,256	98.65
Credit Tuition	41,169,879	40,876,732	99.29	39,389,455	100.70
Credit Fees	14,514,415	13,291,034	91.57	13,059,097	95.12
Credit Exemptions & Waivers	(2,843,954)	(3,802,262)	133.70	(3,432,665)	99.02
Bad Debt	(800,000)	(676,670)	84.58	(1,244,666)	77.79
Continuing Professional Development	6,445,000	5,892,062	91.42	4,879,094	81.57
Sales & Services	1,507,900	2,112,940	140.12	1,874,997	88.76
Investment Income	600,000	384,271	64.05	224,034	84.70
Auxiliary Services	3,590,000	3,094,784	86.21	3,019,371	80.36
Grants	69,018,199	45,667,120	66.17	47,356,162	95.66
Local Grants	2,315,044	1,687,673	72.90	2,012,638	95.15
Total	<u>263,615,654</u>	<u>228,207,186</u>	<u>86.57</u>	<u>225,773,288</u>	<u>93.81</u>
EXPENDITURES:					
Instruction	70,759,052	60,919,384	86.09	59,681,651	87.74
Public Service	5,672,259	5,213,745	91.92	4,374,201	74.99
Academic Support	29,784,994	13,036,044	43.77	12,127,929	83.08
Student Services	13,387,322	11,622,675	86.82	11,600,999	78.91
Institutional Support	68,265,858	45,988,489	67.37	48,110,422	82.45
Physical Plant	18,166,425	14,269,940	78.55	16,666,220	77.76
Scholarships and Fellowships	53,494,430	44,926,810	83.98	46,852,470	95.57
Auxiliary Enterprises	3,811,798	4,003,987	105.04	4,363,283	85.48
Depreciation	19,589,384	13,279,089	67.79	13,206,686	81.92
Capital Purchases	-	(846,697)	-	(4,755,901)	80.32
Total	<u>282,931,522</u>	<u>212,413,466</u>	<u>75.08</u>	<u>212,227,960</u>	<u>85.83</u>
TRANSFERS AMONG FUNDS:					
Transfers In	2,805,050	(3,072,738)	-	(561,859)	-
Transfers Out	(2,805,050)	3,072,738	-	561,859	-
Net Increase (Decrease) in Net Position	<u>\$ (19,315,868)</u>	<u>\$ 15,793,720</u>		<u>\$ 13,545,328</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

11 Unrestricted Funds

	<u>Adjusted Budget</u>	<u>Actual (83.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>6/30/15</u>	<u>% of 8/31/15 Actual</u>
REVENUES:					
State Appropriations	\$ 36,486,413	\$ 28,938,595	79.31	\$ 30,085,711	81.00
Local Taxes - Maintenance & Operations	59,125,000	60,434,863	102.22	55,082,910	97.31
Credit Tuition	39,342,879	39,116,028	99.42	37,676,749	100.82
Credit Fees	14,514,415	13,291,034	91.57	13,059,097	95.12
Credit Exemptions & Waivers	(2,843,954)	(3,802,262)	133.70	(3,432,665)	99.02
Bad Debt	(800,000)	(676,670)	84.58	(1,244,666)	77.79
Continuing Professional Development	6,445,000	5,892,062	91.42	4,879,094	81.57
Sales & Services	1,507,900	1,996,517	132.40	1,803,922	88.95
Investment Income	600,000	113,321	18.89	132,417	98.64
Total	<u>154,377,653</u>	<u>145,303,488</u>	<u>94.12</u>	<u>138,042,569</u>	<u>93.32</u>
EXPENDITURES:					
Instruction	63,500,330	56,893,075	89.59	55,567,175	87.55
Public Service	4,817,886	4,692,031	97.39	3,849,356	74.39
Academic Support	13,607,089	10,011,735	73.58	9,443,433	81.89
Student Services	11,500,200	10,433,781	90.73	10,459,450	78.60
Institutional Support	39,706,826	32,111,196	80.87	31,019,518	81.33
Physical Plant	18,166,425	14,269,940	78.55	16,666,220	77.76
Total	<u>151,298,756</u>	<u>128,411,758</u>	<u>84.87</u>	<u>127,005,152</u>	<u>82.98</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	(505,378)	-	(5,427)	-
Transfers Out	2,805,050	2,922,909	-	558,661	-
Net Increase (Decrease) in Net Position	<u>\$ 273,847</u>	<u>\$ 14,474,199</u>		<u>\$ 10,484,183</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

Federal Restricted Funds

	Adjusted Budget	Actual (83.33%)	% Actual to Adjusted Budget	6/30/15	% of 8/31/15 Actual
REVENUES:					
Grants	\$ 65,076,282	\$ 43,206,488	66.39	\$ 44,387,202	93.63
Total	<u>65,076,282</u>	<u>43,206,488</u>	<u>66.39</u>	<u>44,387,202</u>	<u>93.63</u>
EXPENDITURES:					
Instruction	687,207	488,672	71.11	452,710	89.51
Public Service	255,218	157,338	61.65	149,544	77.48
Academic Support	14,531,099	1,860,864	12.81	1,242,269	82.19
Student Services	423,635	285,845	67.47	219,886	129.99
Institutional Support	1,878,898	864,024	45.99	741,182	74.49
Scholarships and Fellowships	47,300,225	39,549,745	83.61	41,581,611	94.44
Total	<u>65,076,282</u>	<u>43,206,488</u>	<u>66.39</u>	<u>44,387,202</u>	<u>93.63</u>
TRANSFERS AMOUNG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>		<u><u>\$ -</u></u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

State Restricted Funds

	Adjusted Budget	Actual (83.33%)	% Actual to Adjusted Budget	6/30/15	% of 8/31/15 Actual
REVENUES:					
State Paid Benefits	\$ 9,608,459	\$ 8,014,168	83.41	\$ 7,704,894	82.92
Grants	3,941,917	2,460,632	62.42	2,968,960	141.42
Total	<u>13,550,376</u>	<u>10,474,800</u>	<u>77.30</u>	<u>10,673,854</u>	<u>93.70</u>
EXPENDITURES:					
Instruction	6,519,399	3,449,048	52.90	3,627,924	90.53
Public Service	379,331	229,707	60.56	239,727	79.46
Academic Support	1,284,446	992,136	77.24	885,592	101.80
Student Services	1,382,295	856,356	61.95	854,711	73.98
Institutional Support	1,159,666	2,876,123	248.01	2,741,212	89.29
Scholarships and Fellowships	2,825,239	2,071,430	73.32	2,324,688	116.98
Total	<u>13,550,376</u>	<u>10,474,800</u>	<u>77.30</u>	<u>10,673,854</u>	<u>93.70</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

Local Restricted Funds

	<u>Adjusted Budget</u>	<u>Actual (83.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>6/30/15</u>	<u>% of 8/31/15 Actual</u>
REVENUES:					
Local Grants	\$ 2,315,044	\$ 1,687,673	72.90	\$ 2,012,638	95.15
Total	<u>2,315,044</u>	<u>1,687,673</u>	<u>72.90</u>	<u>2,012,638</u>	<u>95.15</u>
EXPENDITURES:					
Instruction	52,116	71,617	137.42	19,117	77.04
Public Service	219,824	134,669	61.26	135,574	82.83
Academic Support	362,360	171,309	47.28	556,635	81.35
Student Services	81,192	46,693	57.51	66,952	96.06
Institutional Support	57,917	23,145	39.96	44,650	49.33
Scholarships and Fellowships	1,541,966	1,386,182	89.90	1,317,099	106.60
Total	<u>2,315,375</u>	<u>1,833,615</u>	<u>79.19</u>	<u>2,140,027</u>	<u>94.34</u>
TRANSFERS AMONG FUNDS:					
Transfers In	331	(251,673)	-	(128,677)	-
Transfers Out	-	149,829	-	3,198	-
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ (44,098)</u>		<u>\$ (1,910)</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

27 Texas Public Education Grant

	<u>Adjusted Budget</u>	<u>Actual (83.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>6/30/15</u>	<u>% of 8/31/15 Actual</u>
REVENUES:					
Credit Tuition	<u>\$ 1,827,000</u>	<u>\$ 1,760,704</u>	<u>96.37</u>	<u>\$ 1,712,706</u>	<u>97.99</u>
Total	<u>1,827,000</u>	<u>1,760,704</u>	<u>96.37</u>	<u>1,712,706</u>	<u>97.99</u>
EXPENDITURES:					
Scholarships and Fellowships	<u>1,827,000</u>	<u>1,919,453</u>	<u>105.06</u>	<u>1,629,072</u>	<u>92.07</u>
Total	<u>1,827,000</u>	<u>1,919,453</u>	<u>105.06</u>	<u>1,629,072</u>	<u>92.07</u>
TRANSFERS AMOUNG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u><u>\$ -</u></u>	<u><u>\$ (158,749)</u></u>		<u><u>\$ 83,634</u></u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

28 Private Gifts and Donations

	Adjusted Budget	Actual (83.33%)	% Actual to Adjusted Budget	6/30/15	% of 8/31/15 Actual
REVENUES:					
Sales & Service	\$ -	\$ 116,423	-	\$ 71,075	84.10
Total	-	116,423	-	71,075	84.10
EXPENDITURES:					
Instruction	-	16,972	-	14,725	87.24
Total	-	16,972	-	14,725	87.24
Net Increase (Decrease) in Net Position	\$ -	\$ 99,451		\$ 56,350	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

Auxiliary Enterprises

	Adjusted Budget	Actual (83.33%)	% Actual to Adjusted Budget	6/30/15	% of 8/31/15 Actual
REVENUES:					
Sales & Services	\$ -	\$ 103,401	-	\$ 78,414	17.44
Auxiliary Services	<u>3,590,000</u>	<u>2,991,383</u>	<u>83.33</u>	<u>2,940,957</u>	<u>88.91</u>
Total	<u>3,590,000</u>	<u>3,094,784</u>	<u>86.21</u>	<u>3,019,371</u>	<u>80.36</u>
EXPENDITURES:					
Non-Instructional Labor	913,577	768,313	84.10	1,020,611	77.86
Benefits	210,000	366,445	174.50	419,568	80.04
Supplies	819,160	583,212	71.20	598,481	80.81
Travel	269,003	473,294	175.94	494,378	88.48
Contracted Services	354,662	305,321	86.09	322,960	86.35
Capital Outlay	3,163	8,848	279.73	-	-
Scholarships and Fellowships	1,183,663	1,480,298	125.06	1,497,591	94.57
Utilities	<u>58,570</u>	<u>18,256</u>	<u>31.17</u>	<u>9,694</u>	<u>75.59</u>
Total	<u>3,811,798</u>	<u>4,003,987</u>	<u>105.04</u>	<u>4,363,283</u>	<u>85.48</u>
TRANSFERS AMONG FUNDS:					
Transfers In	(221,798)	(909,203)	-	(2,113)	-
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ -</u>		<u>\$ (1,341,799)</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

95 Retirement of Indebtedness

	<u>Adjusted Budget</u>	<u>Actual (83.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>6/30/15</u>	<u>% of 8/31/15 Actual</u>
REVENUES					
Transfers In	\$ 2,583,252	\$ 1,406,484	54.45	\$ 425,642	100.00
Investment Income	-	270,950	-	91,617	70.33
Local Taxes - Debt Service	<u>22,879,299</u>	<u>22,291,876</u>	<u>97.43</u>	<u>25,762,256</u>	<u>98.65</u>
Total	<u>25,462,551</u>	<u>23,969,310</u>	<u>-</u>	<u>26,279,515</u>	<u>98.53</u>
EXPENDITURES					
Institutional Support	<u>25,462,551</u>	<u>10,114,001</u>	<u>39.72</u>	<u>13,563,860</u>	<u>84.50</u>
Total	<u>25,462,551</u>	<u>10,114,001</u>	<u>39.72</u>	<u>13,563,860</u>	<u>84.50</u>
TRANSFERS AMONG FUNDS:					
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ 13,855,309</u>		<u>\$ 12,715,655</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

97 Investment in Plant

	<u>Adjusted Budget</u>	<u>Actual (83.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>6/30/15</u>	<u>% of 8/31/15 Actual</u>
EXPENDITURES					
Depreciation	\$ 19,589,384	\$ 13,279,089	67.79	\$ 13,206,686	81.92
Capital Purchases	-	(846,697)	-	(4,755,901)	80.32
Total	<u>19,589,384</u>	<u>12,432,392</u>	<u>-</u>	<u>8,450,785</u>	<u>84.85</u>
Net Increase (Decrease) in Net Position	<u>\$ (19,589,384)</u>	<u>\$ (12,432,392)</u>		<u>\$ (8,450,785)</u>	

Capital Improvement Program

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Ten Months Ended June 30, 2016

91 Capital Projects

	Adjusted Budget	Actual (83.33%)	6/30/15
REVENUES:			
Investment Income	\$ -	\$ -	(982)
Total	-	-	(982)
EXPENDITURES:			
Bond Programs	-	24,582,017	18,803,706
Total	-	24,582,017	18,803,706
Net Increase (Decrease) in Net Position	\$ -	\$ (24,582,017)	\$ (18,804,688)



Monthly Investment Report

June 30, 2016



It Was All About Britain

The entire world was focused on Britannia this month as that Kansas sized nation pondered then voted on whether to exit from its 10 year membership in the EU. Before the UK can leave the EU it must invoke Article 50 of the Lisbon Treaty which never really envisioned anyone leaving – and didn't want to make it easy. But markets reacted much more quickly.

Not unexpectedly when the vote was counted, global markets reacted swiftly and violently. But, within a few days the financial markets return to a feeble stability may suggest that the exit is far less serious than predictions – at least economically. Even the US Treasury markets started to calm relatively quickly although they remain in very low rate territory. The run to US and Japanese sovereign debt eased within a week.

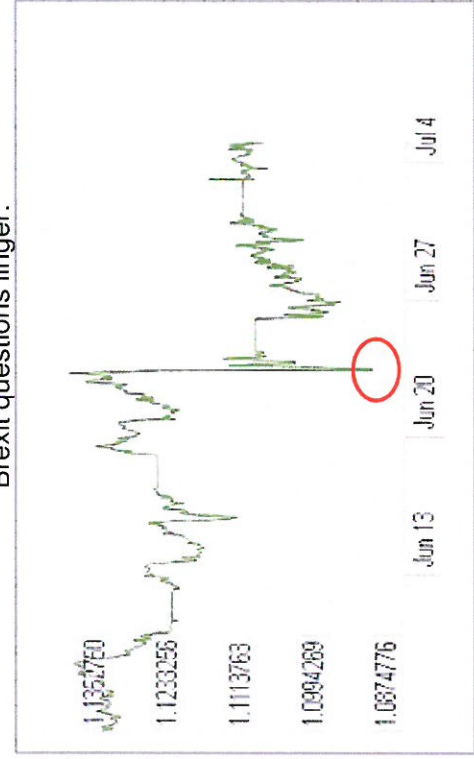
Alan Greenspan had noted that the exit might be one of the worst post-war history crises and indeed politically that could prove prophetic. Seemingly neither Brits nor the EU pols were prepared for the verdict and now no one wants to be in charge. The dysfunctional global leaders were little help in quieting markets. S&P stripped the UK of its AAA rating and then later reduced the EU global rating from AA+ to AA.

While this will remain a very fluid situation and will keep the Fed from moving to raise rates anytime soon, the panic has subsided. Even the US dollar, which would be a prime indicator of overall panic as funds move into the US for stability and rates and away from developed and emerging currencies, has slowly stabilized. Any permanent change will take months. Corporations and financial institutions with any large presence in the UK, will be the first to act most probably but such changes take months if not years to come to fruition. Change will be slow which will help the markets adjust.

On this side of the Atlantic the month did bring some positive news for the US economy. Factory activity picked up its pace and put it at the highest for the past year. ISM also exceeded expectations. All of this was helped by an increase in consumer spending built on an eight-month high in consumer confidence.

Q1 GDP growth was revised slightly higher at an annual rate of 1.1% (up from 0.8%) on the third estimate from the BEA. That is still rather lackluster but even small steps take us closer to the Fed's 2% target. The growth has been slowing over the last 3 quarters 3.9% (Q2), 2.0% (Q3) and 1.4% (Q4). All this suggests that the Brexit vote will not create a recession in the US. A much bigger hit would have to occur to trigger a contraction. The US economy is not highly dependent on Europe. The primary impact will be strength of the USD which slows US exports.

The US dollar reacts then settles as Brexit questions linger.



What Comes Next? Protracted Uncertainty

The Brexit vote could be another reason for the Federal Reserve to hold off raising rates, and few now expect rate changes until 2017. A rate cut on the other hand is also unlikely. The Fed and other central banks could be expected to ensure adequate liquidity in market participants, especially the larger globally systemically important banks as defined by Basel III. The Basel deadlines for achieving required liquidity are coming due at an appropriate time to control the situation. If the situation continues to worsen, the Fed could take some other action to prevent trouble including a renewal of the bond buying quantitative easing to increase money supplies.

A high degree of uncertainty exists as political and business leaders recognize that a massive and unpredictable effort is required to negotiate the UK's withdrawal within the 24-month timeline contemplated under Article 50. A global concern remains that many international corporations (including U.S. and China) invest in the U.K. partly so they can readily access the free-trade corridors with the rest of the European Union. The vote could see reduced profits for those companies.

The vote undermines the euro and international money has few choices for any rates which continues to press US down. Funds have also flown into Japanese markets which is perceived as safe. In addition, uncertainty will affect international loans thereby slowing growth. The strength in the USD also strengthened the Chinese so of course they weakened the Yuan to its lowest rate since August. No surprise there.

Meanwhile in this hemisphere, Puerto Rico boldly announced it will not be paying its Infrastructure Finance Authority amounting to \$246 million (at 8.25%). Bondholders have of course challenged the islands moratorium in court. Opening them up to protection has bad consequences written all over it for any states in trouble here in the US.

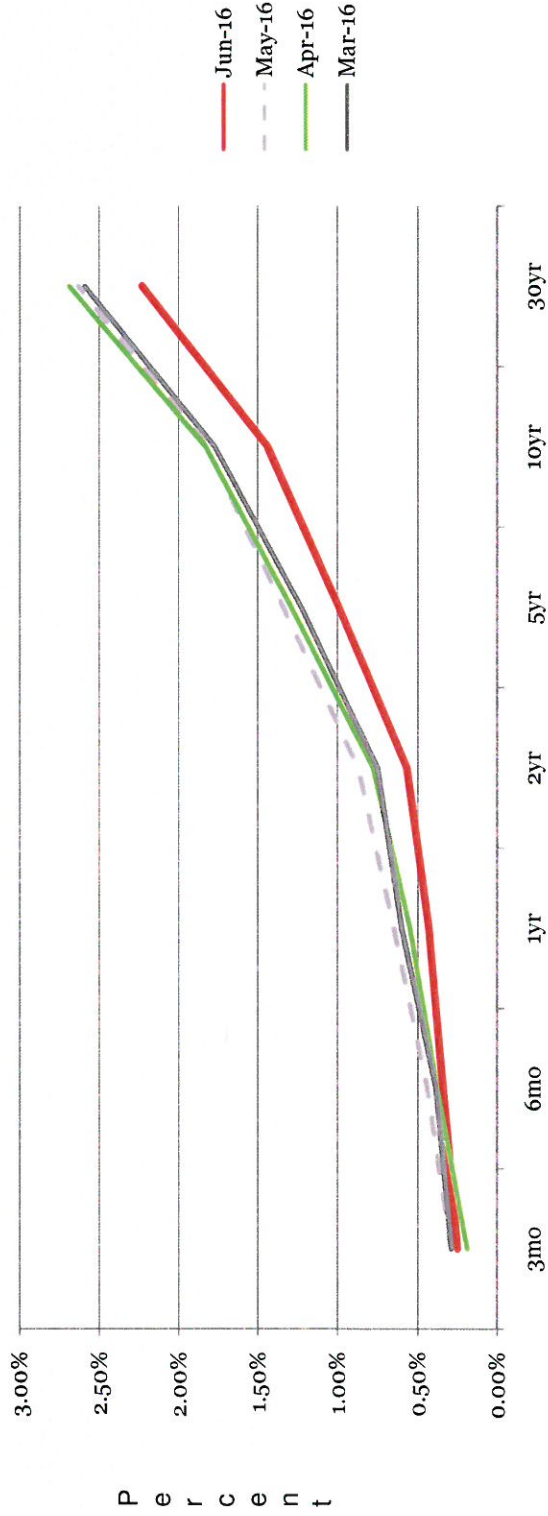


So, why did the British people vote to leave? Quite simply it is because the people of the U.K. felt the cost of EU membership far outweighed any worries about leaving. They don't care about the multinational corporations and investors at this point. They want control again not a ruling bureaucracy in Brussels. Allianz Chief Economic Adviser Mohamed El-Erian called the Brexit vote "historic and consequential". We have already seen that in spades. But until and if the UK formerly leaves the EU, current law and obligations will continue. Unfortunately the global markets are getting anaesthetized to major shocks which roll us almost quarterly.

The turmoil of June will throw even more attention on employment indicators the first week in July.

Rates are Pummeled

- The impact of Brexit was apparent across the curve – dropping rates measurably and significantly.
- The shorter end had little room to move but as funds fled into the money market accounts and banks every point out to the one year dropped.
- The longer end with more room to move dropped precipitously with the Brexit panic.
- All considerations for a Fed increase has disappeared with some few optimists keeping hopes for a December hike alive. But the odds are on for no action until 2017.



General Portfolio

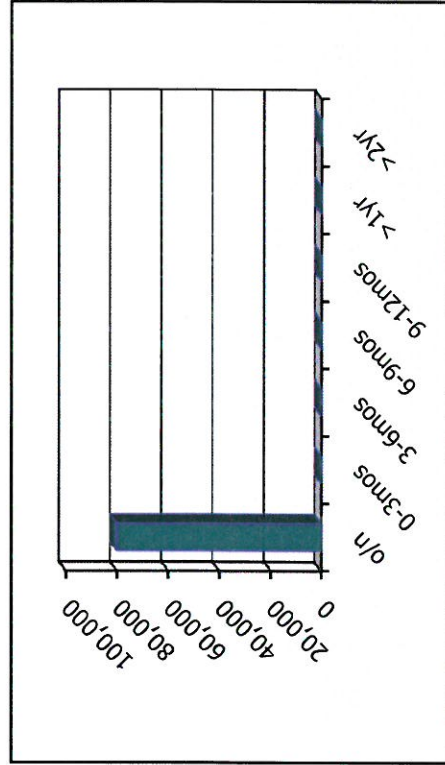
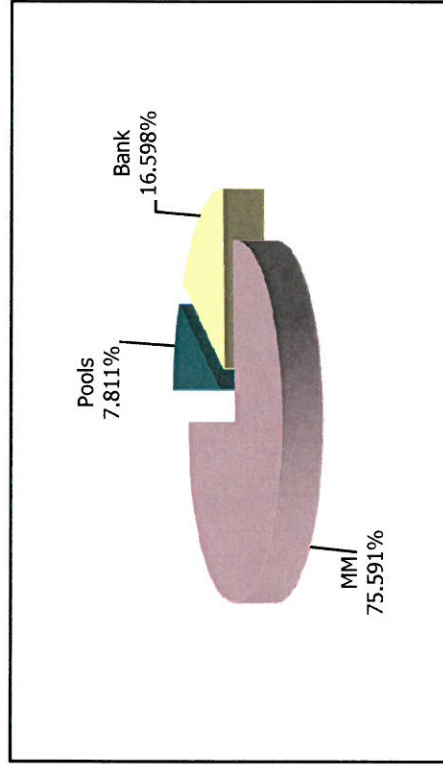
As of June 30, 2016

PATTERSON & ASSOCIATES

P&A

INVESTMENT PROFESSIONALS

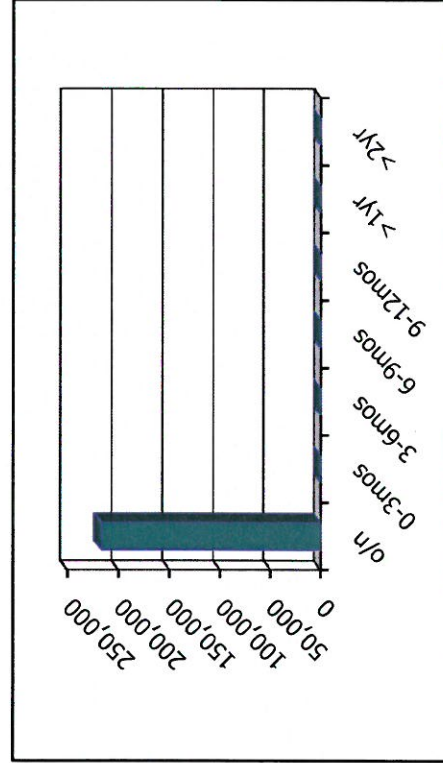
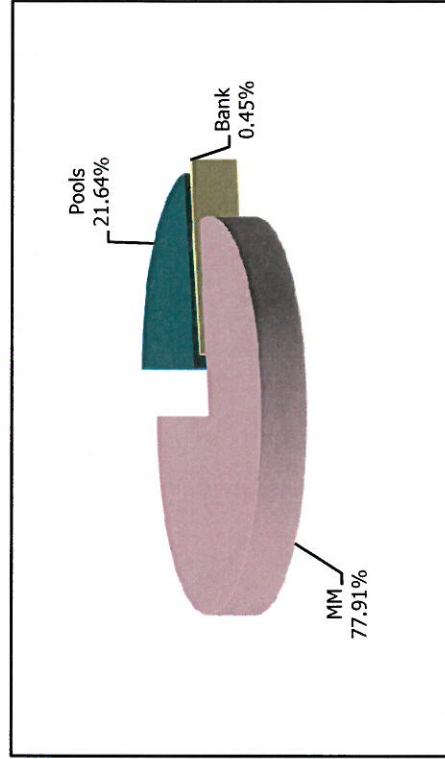
- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The very short-term rates have moved up in the last quarter offering some opportunities for diversification – especially for those with access to commercial paper. Past one year there are many more alternatives as rates creep up.
- Banks remain *uninterested* in new deposits and municipal debt has become less attractive as the supply of new muni bonds dries up. Few outperform the agencies at this point in time.
- It is still time to reduce cash balances and stretch out longer and into the two year area if possible.

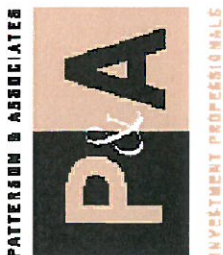


Bond Portfolio

As of June 30, 2016

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The very short-term rates have moved up in the last quarter offering some opportunities for diversification – especially for those with access to commercial paper. Past one year there are many more alternatives as rates creep up.
- Banks remain *uninterested* in new deposits and municipal debt has become less attractive as the supply of new muni bonds dries up. Few outperform the agencies at this point in time.
- It is still time to reduce cash balances and stretch out longer and into the two year area if possible.






Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746

**San Jacinto Community College
 Portfolio Management
 Portfolio Summary
 June 30, 2016**

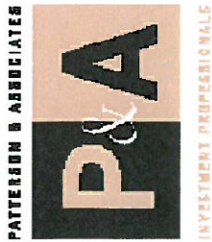
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Passbook/Checking Accounts	13,281,012.55	13,281,012.55	13,281,012.55	4.48	1	1	0.000
Investment Pools/Money Markets	283,498,484.97	283,498,484.97	283,498,484.97	95.53	1	1	0.337
Investments	296,779,497.52	296,779,497.52	296,779,497.52	100.00%	1	1	0.321
Total Earnings	June 30 Month Ending	Fiscal Year To Date					
Current Year	78,561.70	391,823.59					

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the San Jacinto Community College/Foundation of the position and activity within the College's and Foundation's portfolio of investments. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.



 Vice Chancellor of Fiscal Affairs

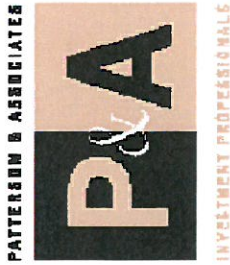
8/2/16



Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746

San Jacinto Community College
Summary by Type
June 30, 2016
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Bond Funds						
Investment Pools/Money Markets	10	216,744,043.21	216,744,043.21	73.03	0.357	1
Subtotal	10	216,744,043.21	216,744,043.21	73.03	0.357	1
Fund: Consolidated Portfolio						
Passbook/Checking Accounts	9	13,281,012.55	13,281,012.55	4.48	0.000	1
Investment Pools/Money Markets	6	66,754,441.76	66,754,441.76	22.49	0.270	1
Subtotal	15	80,035,454.31	80,035,454.31	26.97	0.225	1
Total and Average	25	296,779,497.52	296,779,497.52	100.00	0.321	1



Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746

San Jacinto Community College
Fund BOND - Bond Funds
Investments by Fund
June 30, 2016

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Investment Pools/Money Markets											
708340211	10064	JPM - Debt Service	12/05/2007	330,646.78	330,646.78	330,646.78	0.080	0.078	0.080		1
XXX794	10228	East West ICS 08 Bond Proceeds	09/09/2014	9,752,804.80	9,752,804.80	9,752,804.80	0.350	0.345	0.350		1
XXX844	10229	East West ICS Debt Service	09/09/2014	12,036,652.02	12,036,652.02	12,036,652.02	0.350	0.345	0.350		1
86-72000794	10231	East West MM 08 Bond Proceeds	09/09/2014	250,071.91	250,071.91	250,071.91	0.350	0.345	0.350		1
86-72004242	10233	East West MM 15 Bond Proceeds	08/06/2015	35,010,068.45	35,010,068.45	35,010,068.45	0.350	0.345	0.350		1
86-72000844	10232	East West MM Debt Service	09/09/2014	250,071.92	250,071.92	250,071.92	0.350	0.345	0.350		1
999999999	10084	LSIP GOF - 2008 Bond Proceeds	10/03/2008	4,713,514.81	4,713,514.81	4,713,514.81	0.360	0.355	0.360		1
999999917	10234	LSIP GOF - 2015 Bond Proceeds	08/06/2015	1,472,555.79	1,472,555.79	1,472,555.79	0.360	0.355	0.360		1
999999918	10235	LSIP GOF - 2016 Bond Proceeds	04/20/2016	150,100,936.25	150,100,936.25	150,100,936.25	0.360	0.355	0.360		1
999999916	10106	LSIP GOF - Debt Service	07/30/2009	2,826,720.48	2,826,720.48	2,826,720.48	0.360	0.355	0.360		1
Subtotal and Average				216,744,043.21	216,744,043.21	216,744,043.21		0.352	0.357		1
Total Investments and Average				216,744,043.21	216,744,043.21	216,744,043.21		0.352	0.357		1

Fund GEN - Consolidated Portfolio
Investments by Fund
June 30, 2016

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Passbook/Checking Accounts											
1390012195A	10164	Bank of America - Operating	09/01/2015	1,210.27	1,210.27	1,210.27					1
9999999914	10089	Credit Cards - In Transit	09/01/2015	8,474.19	8,474.19	8,474.19					1
708340062	10086	Disbursements	09/01/2015	-692,811.80	-692,811.80	-692,811.80					1
707759296	10069	JPM - Federal Programs	09/01/2015	0.00	0.00	0.00					1
707759338	10062	JPM - Operating	09/01/2015	13,984,239.64	13,984,239.64	13,984,239.64					1
707759346	10085	Payroll Fund	09/01/2015	-38,461.37	-38,461.37	-38,461.37					1
9999999913	10088	Petty Cash	09/01/2015	20,671.00	20,671.00	20,671.00					1
707759353	10181	Student Deferred Income	09/01/2015	0.00	0.00	0.00					1
707759361	10103	JPM - Workmen's Comp	09/01/2015	-2,309.38	-2,309.38	-2,309.38					1
Subtotal and Average				13,281,012.55	13,281,012.55	13,281,012.55	0.000	0.000	0.000		1
Investment Pools/Money Markets											
XXX810	10227	East West ICS	09/09/2014	40,010,896.89	40,010,896.89	40,010,896.89	0.350	0.345	0.350		1
86-7200810	10230	East West MM	09/09/2014	250,071.92	250,071.92	250,071.92	0.350	0.345	0.350		1
999999993	10034	LSIP GOF - Operating	09/01/2007	6,430.11	6,430.11	6,430.11	0.360	0.355	0.360		1
707759320	10035	JPM - Money Market	09/01/2007	20,001,642.51	20,001,642.51	20,001,642.51	0.080	0.078	0.080		1
999999996	10038	TCB - Money Market	09/26/2007	239,520.48	239,520.48	239,520.48	0.350	0.345	0.350		1
999999991	10032	TexPool	09/01/2007	6,245,879.85	6,245,879.85	6,245,879.85	0.363	0.358	0.363		1
Subtotal and Average				66,754,441.76	66,754,441.76	66,754,441.76	0.267	0.267	0.270		1
Total Investments and Average				80,035,454.31	80,035,454.31	80,035,454.31	0.222	0.222	0.225		1

San Jacinto Community College
Interest Earnings
Sorted by Fund - Fund
June 1, 2016 - June 30, 2016
Yield on Beginning Book Value


CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Bond Funds												
708340211	10064	BOND	RRP	330,646.78	270,268.05	330,646.78		0.080	0.093	20.55	0.00	20.55
999999999	10084	BOND	RRP	4,713,514.81	5,361,451.82	4,713,514.81		0.360	0.355	1,565.45	0.00	1,565.45
999999999	10106	BOND	RRP	2,826,720.48	2,825,053.38	2,826,720.48		0.360	0.357	828.66	0.00	828.66
XXX794	10228	BOND	RRP	9,752,804.80	9,753,688.44	9,752,804.80		0.350	0.350	2,804.80	0.00	2,804.80
XXX844	10229	BOND	RRP	12,036,652.02	12,029,353.35	12,036,652.02		0.350	0.350	3,461.60	0.00	3,461.60
86-72000794	10231	BOND	RRP	250,071.91	250,074.32	250,071.91		0.350	0.350	71.91	0.00	71.91
86-72000844	10232	BOND	RRP	250,071.92	250,074.31	250,071.92		0.350	0.350	71.92	0.00	71.92
86-72004242	10233	BOND	RRP	35,010,068.45	35,011,171.30	35,010,068.45		0.350	0.350	10,068.45	0.00	10,068.45
999999999	10234	BOND	RRP	1,472,555.79	4,080,223.86	1,472,555.79		0.360	0.349	1,170.15	0.00	1,170.15
999999999	10235	BOND	RRP	150,100,936.25	150,056,933.60	150,100,936.25		0.360	0.357	44,002.65	0.00	44,002.65
	Subtotal			216,744,043.21	219,888,292.43	216,744,043.21			0.354	64,066.14	0.00	64,066.14
Fund: Consolidated Portfolio												
999999991	10032	GEN	RRP	6,245,879.85	2,212,735.78	6,245,879.85		0.363	0.679	1,234.86	0.00	1,234.86
999999996	10038	GEN	RRP	239,520.48	114,482.75	239,520.48		0.350	0.401	37.73	0.00	37.73
707759320	10035	GEN	RRP	20,001,642.51	30,002,369.61	20,001,642.51		0.080	0.067	1,642.51	0.00	1,642.51
999999993	10034	GEN	RRP	6,430.11	5,698.72	6,430.11		0.360	0.404	1.89	0.00	1.89
XXX810	10227	GEN	RRP	40,010,896.89	39,988,144.63	40,010,896.89		0.350	0.350	11,506.65	0.00	11,506.65
86-7200810	10230	GEN	RRP	250,071.92	250,074.31	250,071.92		0.350	0.350	71.92	0.00	71.92
	Subtotal			66,754,441.76	72,573,505.80	66,754,441.76			0.243	14,495.56	0.00	14,495.56
	Total			283,498,484.97	292,461,798.23	283,498,484.97			0.327	78,561.70	0.00	78,561.70

San Jacinto College Foundation
Statement of Financial Position
As of June 30, 2016

ASSETS	
Current Assets	
Checking/Savings	
General Fund	1,352,781
Other Funds	-
Total Checking/Savings	<u>1,352,781</u>
Accounts Receivable	
Interest Income Receivable	-
Other Receivable	-
Pledges Receivable	254,100
Special Events Receivables	32,095
Total Accounts Receivable	<u>286,195</u>
Other Current Assets	
Short Term Investments	
Goldman Sachs	1,286,846
CDARS Texas Citizen Bank	686,657
The Dreyfus Family of Funds	992,150
Franklin Templeton Investments	2,654,041
Santander Bank Accrued Earning	577
Santander Bank, NA	138,045
Crocket National Bank	248,199
Capital Bank CD	201,834
Prosperity Bank	201,179
Total SJC Short Term Investments	<u>6,409,527</u>
Total Current Assets	8,048,503
Other Assets	
Bank of America Bonds	3,005,383
Total Other Assets	<u>3,005,383</u>
TOTAL ASSETS	<u>11,053,886</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Event Payable	635
Grants Payable	151,464
Programs Payable	33,164
Endowments Payable	77,081
Scholarship Payables	106,380
Student Success Payables	17,695
Total Accounts Payable	<u>386,419</u>
Total Current Liabilities	<u>386,419</u>
Total Liabilities	386,419
Equity	
Net Assets	9,490,833
Net Income	1,176,634
Total Equity	<u>10,667,467</u>
TOTAL LIABILITIES & EQUITY	<u>11,053,886</u>

San Jacinto College Foundation
Statement of Activities
For the Period Ending June 30, 2016

	2016	2015	Change
Ordinary Income/Expense			
Income			
Contributions			
Grant Contributions	136,500	241,523	(105,023)
Permanently Restricted	225,078	226,236	(1,158)
Program Sponsorship	742,259	74,849	667,411
Unrestricted	6,975	454,693	(447,718)
Temporarily Restricted	104,232	868,378	(764,145)
Total Contributions	<u>1,215,045</u>	<u>1,865,678</u>	<u>(650,634)</u>
Other Income			
Special Events	434,523	177,606	256,917
Investment Income	307,076	310,482	(3,407)
Realized Gain / (Loss)	159,994	0	159,994
Unrealized Gain / (Loss)	173,632	(370,706)	544,338
Total Other Income	<u>1,075,224</u>	<u>117,382</u>	<u>957,842</u>
Total Income	2,290,269	1,983,061	307,209
Expense			
Programs			
Scholarships Awarded	311,280	303,902	(7,378)
Grants Awarded	169,302	171,108	1,806
Programs Sponsored	389,882	15,305	(374,578)
Student Success Initiatives	35,277	122,832	87,555
Total Programs	<u>905,741</u>	<u>613,146</u>	<u>(292,595)</u>
Supporting Services			
Management and General	11,244	486,559	475,314
Fundraising	191,328	129,510	(61,818)
Sponsorship Expense	5,322	8,957	3,635
Total Supporting Services	<u>207,894</u>	<u>625,026</u>	<u>417,131</u>
Total Expense	<u>1,113,635</u>	<u>1,238,171</u>	<u>124,536</u>
Net Ordinary Income	1,176,634	744,889	431,745
Other Income / Expenses			
Net Other Income	<u>1,176,634</u>	<u>744,889</u>	<u>431,745</u>


SAN JACINTO
COLLEGE
 FOUNDATION
 June 1, 2016 - June 30, 2016

Contributions	Amount	Fund
Donors		
Corporations	35,181	Children's Center North, Energy Venture, Gala Kroger, Stream LyondellBasell Scholarship Albert & Ethel Herzstein Foundation, John S.
Foundations	73,000	Dunn Foundation, Simmons Foundation, Golf
Individuals	21,700	Gala, Golf, Jennifer Puryear Scholarship
Total Donation	<u>129,881</u>	
 Employee Contributions		
Various	10,940	Barbara Trncak Memorial Scholarship, Gala Robert and Johana Thomas Scholarship
Total Employee Contributions	<u>10,940</u>	
Total Contributions	<u>140,821</u>	

Construction Projects

As of June 30, 2016

Project	Base Budget	Budget Adjustments	Current Budget	Executed Change Orders	Encumbered Funds	FY13-15 Expenditures	FY16 Expenditures	Total Expenditures	Moved to Construction in Process	Remaining Balance	Percent of Budget Encumbered/ Expensed
Capital Projects											
F15088 - NC Baseball BP Facility (cash donations)	39,600	229,586	269,186	-	2,626	420	262,719	263,139	263,139	3,421	98.73%
Sub-total	39,600	229,586	269,186	-	2,626	420	262,719	263,139	263,139	3,421	98.73%
Repair and Renovation											
F16079 - CC C42 Dorm HVAC	8,024	-	8,024	-	7,375	-	-	-	-	650	91.90%
F16072 - NC Door Jamb Column Refinish	10,400	-	10,400	-	10,400	-	-	-	-	-	100.00%
F16060 - NC N10.230 New Offices	24,144	-	24,144	-	24,144	-	-	-	-	-	100.00%
F16084 - NC N6.133 Office Reconfiguration	2,989	-	2,989	-	2,989	-	-	-	-	-	100.00%
F16048 - SC Occup Therapy Prog S1.231	4,176	-	4,176	-	1,676	-	-	-	-	2,500	40.13%
F16049 - SC Occup Therapy Prog S1.212	3,130	-	3,130	-	630	-	-	-	-	2,500	20.13%
F16058 - SC Copy Room Renovation S10.215	4,663	-	4,663	-	4,663	-	-	-	-	-	100.00%
F16077 - SC S6.121 Student Development	3,697	-	3,697	-	3,697	-	-	-	-	-	100.00%
F16080 - SC Chill Water Line Abatement S8	8,860	-	8,860	-	8,860	-	-	-	-	-	100.00%
F16040 - Dist Campus Roof Survey	13,095	-	13,095	-	13,095	-	-	-	-	-	100.00%
F16059 - Dist SBDC RR Remodel	1,650	-	1,650	-	150	-	1,500	1,500	-	-	100.00%
F16062 - Dist Sound Masking A1.212	2,308	-	2,308	-	2,308	-	-	-	-	-	100.00%
F16073 - Dist A1 & A2 Window Film and Tinting	12,705	-	12,705	-	12,705	-	-	-	-	-	100.00%
F16075 - Dist Board Room Tables and Chairs	16,000	-	16,000	-	15,006	-	-	-	-	994	93.79%
F16076 - Dist Purchasing Suite Sound Mask	3,154	-	3,154	-	3,154	-	-	-	-	-	100.00%
F16078 - Dist A1.200c Furniture	1,816	-	1,816	-	1,816	-	-	-	-	-	100.00%
F16081 - Dist A1.114 Renovation for OGM	195,709	-	195,709	-	195,411	-	-	-	-	298	99.85%
F721101 - CC Misc	3,122	-	3,122	-	2,897	225	-	225	-	-	100.00%
F16001 - CC - Other Projects	5,000	1,272	6,272	-	452	-	4,827	4,827	-	993	84.17%
F16002 - NC - Other Projects	5,000	5,000	10,000	-	2,266	-	4,971	4,971	-	2,763	72.37%
F16003 - SC - Other Projects	5,000	2,500	7,500	-	-	-	6,446	6,446	-	1,054	85.95%
F16004- 6 Dist - Other Projects	20,000	12,140	32,140	-	6,836	-	17,218	17,218	-	8,086	74.84%
Sub-total	354,643	20,912	375,555	-	320,530	225	34,962	35,187	-	19,837	94.72%
Projects Substantially Complete											
F16039 - NC Baseball Field Bldg Roof	2,725	41,454	44,179	-	2,725	-	40,184	40,184	-	1,270	97.13%
F16057 - NC Life Cycle Furniture VI	48,607	-	48,607	-	5,308	-	43,299	43,299	-	-	100.00%
F16025 - SC Renovate S8.2002	23,828	-	23,828	-	1,755	-	22,073	22,073	-	-	100.00%
F16044 - SC FFE S8.2008	3,563	-	3,563	-	369	-	3,194	3,194	-	-	100.00%
F16046 - SC Tier 1 S8.2022	11,173	-	11,173	-	8,948	-	2,225	2,225	-	-	100.00%
F15098 - Dist Admin West Bldg Parking Lot P2	6,000	106,025	112,025	-	13,866	3,000	95,159	98,159	-	-	100.00%
F16030 - Dist Marketing A1.210	109,444	1,705	111,149	-	1,705	-	108,171	108,171	-	1,273	98.86%
Sub-total	205,340	149,184	354,524	-	34,676	3,000	314,305	317,305	-	2,543	99.28%
Projects Closed											
F15003 - CC Misc	10,000	(4,678)	5,322	-	-	2,947	2,375	5,322	-	-	100.00%
F16056 - CC C31 Electrical Outlets	5,955	-	5,955	-	-	-	5,955	5,955	-	-	100.00%
F16056 - CC Evergreen VI Central Campus	97,936	4,273	102,209	-	-	-	102,209	102,209	-	-	100.00%
F15072 - CC Frels Dividing Wall 355-361	9,700	31,493	41,193	-	-	34,748	6,445	41,193	-	-	100.00%
F15073 - CC Hallway Lamp Replacement	9,762	20,062	29,824	-	-	29,824	-	29,824	-	-	100.00%
F15083 - CC Bldg 30 Electrical Upgrades	34,847	-	34,847	-	-	-	34,847	34,847	-	-	100.00%
F16013 - CC Ballroom Fans C14.264	43,013	(23,426)	19,587	-	-	-	19,587	19,587	-	-	100.00%
F16016 - CC Business Center C14.204	35,427	1,608	37,035	-	-	-	37,035	37,035	-	-	100.00%
F16022 - CC Student Center Shades	7,569	(3,628)	3,941	-	-	-	3,941	3,941	-	-	100.00%
F16024 - CC Domrmilitary Fire Alarm Devices	4,911	-	4,911	-	-	-	4,911	4,911	-	-	100.00%
F16034 - CC Central Ballroom Storage	3,481	-	3,481	-	-	-	3,481	3,481	-	-	100.00%
F16037 - CC C3.150/152 Renovation	350	-	350	-	-	-	350	350	-	-	100.00%
F16050 - CC IT Relocation C1.116-117	12,596	-	12,596	-	-	-	12,596	12,596	-	-	100.00%
F15058 - NC N8.122/126 Wall Removal	9,593	(9,293)	300	-	-	-	300	300	-	-	100.00%
F15076 - NC Admin Suite N-7.228	55,839	(1,431)	54,408	-	-	28,937	25,471	54,408	-	-	100.00%
F15079 - NC Utilities Tunnel Condition	25,270	-	25,270	-	-	6,680	18,590	25,270	-	-	100.00%
F15097 - NC Energy Savings Project	43,226	(841)	42,385	-	-	42,289	96	42,385	-	-	100.00%
F16007 - NC N-1 Lamp Replacement	56,040	-	56,040	-	-	-	56,040	56,040	-	-	100.00%
F16014 - NC N10.161 & 137 Reno	16,166	-	16,166	-	-	-	16,166	16,166	-	-	100.00%
F15068 - SC Multi Purpose Gallery	7,910	73,921	81,831	-	-	3,955	77,876	81,831	-	-	100.00%
F16018 - SC S Press Box	4,500	(1,515)	2,985	-	-	-	2,985	2,985	-	-	100.00%
F16026 - SC Renovate S8.1097	19,265	-	19,265	-	-	-	19,265	19,265	-	-	100.00%
F16027 - SC Renovate S7.222	6,820	-	6,820	-	-	-	6,820	6,820	-	-	100.00%
F16028 - SC Renovate S8.2122	5,260	-	5,260	-	-	-	5,260	5,260	-	-	100.00%
F16036 - SC Wastewater Study	6,000	(19)	5,981	-	-	-	5,981	5,981	-	-	100.00%
F16043 - SC FFE S8.2006	3,747	-	3,747	-	-	-	3,747	3,747	-	-	100.00%
F16045 - SC FFE S8.2010	11,618	-	11,618	-	-	-	11,618	11,618	-	-	100.00%
F13042 - Dist Admin Campus Master Plan	1,730,000	2,629,585	4,359,585	-	-	4,357,350	2,235	4,359,585	4,359,585	-	100.00%
F15071 - Dist Generation Park Analysis Update	9,170	7,870	17,040	-	-	-	7,115	9,925	17,040	-	100.00%
F15074 - Dist Building Envelop Standard	9,800	-	9,800	-	-	4,900	4,900	9,800	-	-	100.00%
F15086 - Dist Admin West Lights	104,716	3,940	108,656	-	-	27,184	81,492	108,656	-	-	100.00%
F15092 - Dist A1- 211 Workstation	9,800	(171)	9,429	-	-	2,807	6,622	9,429	-	-	100.00%
F15093 - Dist SBDC Office Renovation	6,265	154	6,419	-	-	5,858	561	6,419	-	-	100.00%
F15096 - Dist Office-CIO	42,410	(5,266)	37,144	-	-	-	37,144	37,144	-	-	100.00%
F16023 - Dist Audit Sound Attenuation	7,679	11,291	18,970	-	-	-	18,970	18,970	-	-	100.00%
F16032 - Dist ITS RFS	8,074	-	8,074	-	-	-	8,074	8,074	-	-	100.00%
F16038 - Dist A1.200B Renovation	7,032	-	7,032	-	-	-	7,032	7,032	-	-	100.00%
F16047 - Dist Marketing Furniture	9,345	-	9,345	-	-	-	9,345	9,345	-	-	100.00%
F16061 - Dist Demo Bldg Simulator Classrooms	20,549	-	20,549	-	-	-	20,549	20,549	-	-	100.00%
F16063 - Dist - Conference Table for A2.110	2,500	-	2,500	-	-	-	2,500	2,500	-	-	100.00%
Sub-total	2,513,941	2,733,930	5,247,871	-	-	4,554,574	693,297	5,247,871	4,359,585	-	100.00%
TOTALS	3,113,524	3,133,612	6,247,136	-	357,832	4,558,219	1,305,284	5,863,503	4,622,724	25,801	99.59%

2008 Capital Improvement Program								
As of June 30, 2016								
Project	Base Budget	Budget Adjustments	Current Budget	Executed Change Orders	Encumbered Funds	YTD Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Central								
1203 - CC Anders Gym	10,398,474	(9,210,501)	1,187,973	-	-	109,723	1,078,250	9.24%
1102 - CC In-Fill	47,572	1,197,962	1,245,534	-	5,181	1,196,079	44,275	96.45%
1909 - CC Petrochem/Vo Tech Building	-	2,169,015	2,169,015	-	1,495,593	439,922	233,500	89.23%
Sub-total	10,446,046	(5,843,523)	4,602,523	-	1,500,774	1,745,724	1,356,025	70.54%
North								
2202 - NC Nichols Gym	4,949,996	(4,381,454)	568,542	-	-	18,617	549,925	3.27%
2102 - NC In-Fill	23,086	903,178	926,264	-	1,534	858,896	65,834	92.89%
2612 - NC Plant Chiller	14,225	-	14,225	-	5,540	6,185	2,500	82.43%
2601 - NC Baseball Batting and Pitching	475,965	76,566	552,531	-	328,336	148,454	75,740	86.29%
Sub-total	5,463,272	(3,401,710)	2,061,562	-	335,410	1,032,153	693,999	66.34%
South								
3202 - SC Smallwood Gym	6,919,331	(6,350,774)	568,557	-	-	18,557	550,000	3.26%
3102 - SC In-Fill	23,086	1,324,393	1,347,479	-	5,362	970,387	371,730	72.41%
3601 - SC Softball Press Box	26,500	18,500	45,000	-	9,479	15,569	19,952	55.66%
Sub-total	6,968,917	(5,007,880)	1,961,037	-	14,841	1,004,512	941,683	51.98%
District								
1828/2814/3817 - D DDC Network	2,190,750	494,572	2,685,322	-	26,405	2,506,789	152,128	94.33%
6601 - Generation Park	200,000	-	200,000	-	-	198,344	1,656	99.17%
Program Management- 720100	-	1,202,954	1,202,954	-	38,805	570,004	594,145	50.61%
Contingency -726800	18,771,212	(10,517,844)	8,253,368	-	-	-	8,253,368	-
Sub-total	21,161,962	(8,820,318)	12,341,644	-	65,210	3,275,137	9,001,296	27.07%
Projects Substantially Complete								
2201 - NC Lehr Library	2,022,600	12,026,576	14,049,176	-	122,120	13,313,509	613,547	95.63%
6803 - Maritime Training Facility	18,000,000	8,433,236	26,433,236	-	214,224	25,549,758	669,252	97.47%
Sub-total	20,022,600	20,459,812	40,482,412	-	336,343	38,863,267	1,282,802	96.83%
Projects Closed								
1001 - CC Primary Service Retrofit	2,774,950	1,695,228	4,470,178	-	-	4,470,178	-	100.00%
1109 - CC Maintenance & Police Bldg	3,560,360	2,702,048	6,262,408	-	-	6,262,408	-	100.00%
1202 - CC Davis Library	8,418,096	(155,756)	8,262,340	-	-	8,262,340	-	100.00%
1217 - CC Transportation Center Buildout	-	1,039,383	1,039,383	-	-	1,039,383	-	100.00%
1301 - CC Building 31 Renovation	-	497,887	497,887	-	-	497,887	-	100.00%
1817 - CC Transportation Center	17,333,267	2,998,752	20,332,019	(137,768)	-	20,332,019	-	100.00%
1818 - CC Industrial Tech Buildings	7,758,416	(3,727,679)	4,030,737	-	-	4,030,737	-	100.00%
1820 - CC Paving & Drainage	10,490,274	(913,895)	9,576,379	(207,575)	-	9,576,379	-	100.00%
1821 - CC Allied Health Addition	10,568,880	1,189,925	11,758,805	296,549	-	11,758,805	-	100.00%
1908 - CC Science Building	35,752,627	(148,641)	35,603,986	-	-	35,603,986	-	100.00%
2401 - NC Outdoor Lighting	13,472	785	14,257	-	-	14,257	-	100.00%
2402 - NC MET Infrastructure N Library	851,510	(792,067)	59,443	-	-	59,443	-	100.00%
2901 - NC Paving & Drainage	3,142,449	(435,395)	2,707,054	(15,714)	-	2,707,054	-	100.00%
2903 - NC Student Success Center	11,093,580	801,084	11,894,664	(499,063)	-	11,894,664	-	100.00%
2906 - NC Science & Allied Health	42,240,000	(6,014,982)	36,225,018	-	-	36,225,018	-	100.00%
3201 - SC Parker Williams Library	2,449,600	369,372	2,818,972	-	-	2,818,972	-	100.00%
3401 - SC Traffic Signal Relocation	75,988	(25,773)	50,215	-	-	50,215	-	100.00%
3402 - SC Water and Electrical Upgrade	29,305	(5,044)	24,261	-	-	24,261	-	100.00%
3903 - SC Student Success Center	8,220,000	2,074,228	10,294,228	109,650	-	10,294,228	-	100.00%
5905/5911 - SC Paving & Drainage	2,747,068	7,891,993	10,639,061	-	-	10,639,061	-	100.00%
5906 - SC Mechanical Upgrades	1,252,855	(558,604)	694,251	(19,524)	-	694,251	-	100.00%
3907 - SC MEP Infrastructure	4,381,500	283,388	4,664,888	-	-	4,664,888	-	100.00%
*3908 - SC Primary Service at New Site	809,625	(809,625)	-	-	-	-	-	-
3909 - SC Science & Allied Health	53,868,525	(6,251,379)	47,617,145	-	-	47,617,145	-	100.00%
6003 - D Graphics	900,000	724,824	1,624,824	-	-	1,624,824	-	100.00%
6902 - D Campus Mechanical Upgrades	1,869,857	518,564	2,388,421	(3,767)	-	2,388,421	-	100.00%
6007 - D Furniture Consultant	335,000	(335,000)	-	-	-	-	-	-
Sub-total	230,937,204	2,613,620	233,550,823	(477,212)	-	233,550,823	-	100.00%
TOTALS	295,000,000	-	295,000,000	(477,212)	2,252,579	279,471,617	13,275,804	95.50%
*Funds reallocated to other projects.								
	Fiscal Year 2008 CIP Expenditure	136,403						
	Fiscal Year 2009 CIP Expenditure	3,442,083						
	Fiscal Year 2010 CIP Expenditure	24,831,811						
	Fiscal Year 2011 CIP Expenditure	64,513,921						
	Fiscal Year 2012 CIP Expenditure	89,492,069						
	Fiscal Year 2013 CIP Expenditure	41,378,480						
	Fiscal Year 2014 CIP Expenditure	17,693,910						
	Fiscal Year 2015 CIP Expenditure	26,723,926						
	Fiscal Year 2016 CIP Expenditure	11,259,014						
	Total CIP Expenditure	279,471,617						

2015 Bond - San Jac Tomorrow Capital Improvement Program								
June 30, 2016								
Project	Base Budget	Budget Adjustments	Current Budget	Executed Change Orders	Encumbered Funds	YTD Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expended
Central								
1601 - CC Petro-Chemical Center	52,450,000	-	52,450,000	-	17,068	36,932	52,396,000	0.10%
1602 - CC Welcome Center	16,600,000	-	16,600,000	-	-	-	16,600,000	-
1603 - CC Class Room Building	47,155,000	-	47,155,000	-	-	-	47,155,000	-
1604 - CC Central Data Closets	2,444,000	-	2,444,000	-	-	-	2,444,000	-
1605 - CC Central Access Security	1,852,000	-	1,852,000	-	-	-	1,852,000	-
1606 - CC Frels Demo	1,153,000	-	1,153,000	-	-	-	1,153,000	-
1607 - CC Davison Building Reno	14,970,000	-	14,970,000	-	-	-	14,970,000	-
1608 - CC McCollum Center Reno	24,685,000	-	24,685,000	-	-	-	24,685,000	-
1609 - CC McCollum North Reno	2,535,000	-	2,535,000	-	-	-	2,535,000	-
1610 - CC Ball Demo	1,725,000	-	1,725,000	-	-	-	1,725,000	-
1611 - CC Anderson Demo	2,654,000	-	2,654,000	-	-	-	2,654,000	-
1612 - CC Stadium and Track Demo	174,000	-	174,000	-	-	-	174,000	-
1613 - CC Central DDC Network	1,160,000	-	1,160,000	-	-	-	1,160,000	-
1614 - CC Central Plant Upgrades	1,160,000	-	1,160,000	-	-	-	1,160,000	-
Sub-total	170,717,000	-	170,717,000	-	17,068	36,932	170,663,000	0.03%
North								
2601 - NC Cosmetology/Culinary Center	22,845,000	-	22,845,000	-	-	-	22,845,000	-
2602 - NC North Data Closets	915,000	-	915,000	-	-	-	915,000	-
2603 - NC Chiller Plant Replacement	1,450,000	-	1,450,000	-	-	-	1,450,000	-
2604 - NC Lehr Library Demo	650,000	-	650,000	-	-	-	650,000	-
2605 - NC North Access/Security	877,000	-	877,000	-	-	-	877,000	-
2606 - NC Wheeler Reno	14,300,000	-	14,300,000	-	-	-	14,300,000	-
2607 - NC Brightwell Reno	6,628,000	-	6,628,000	-	-	-	6,628,000	-
2608 - NC Spencer Reno	13,000,000	-	13,000,000	-	-	-	13,000,000	-
2609 - NC North DDC Network	580,000	-	580,000	-	-	-	580,000	-
2610 - NC Underground Utility Tunnel	11,600,000	-	11,600,000	-	-	-	11,600,000	-
2611 - NC 24 Acres Wetlands Mitigation	2,000,000	-	2,000,000	-	-	-	2,000,000	-
2612 - NC Uvalde Expansion	5,000,000	-	5,000,000	-	-	-	5,000,000	-
Sub-total	79,845,000	-	79,845,000	-	-	-	79,845,000	-
South								
3601 - SC Engineering/Technology Center	28,400,000	-	28,400,000	-	110,000	-	28,290,000	0.39%
3602 - SC Cosmetology Center	16,213,000	-	16,213,000	-	-	-	16,213,000	-
3603 - SC Longenecker Reno	22,555,000	-	22,555,000	-	-	-	22,555,000	-
3604 - SC South Data Closets	765,000	-	765,000	-	-	-	765,000	-
3605 - SC South Primary electrical Upgrade	5,800,000	-	5,800,000	-	-	-	5,800,000	-
3606 - SC South Access/ Security	599,000	-	599,000	-	-	-	599,000	-
3607 - SC South HW/CW Relocation	10,266,000	-	10,266,000	-	-	-	10,266,000	-
3608 - SC South Sanitary Sewer Rehabilitation	1,160,000	-	1,160,000	-	-	-	1,160,000	-
3609 - SC Fire House Expansion	5,585,000	-	5,585,000	-	-	-	5,585,000	-
3610 - SC Jones Reno	13,803,000	-	13,803,000	-	-	-	13,803,000	-
3611 - SC Bruce Student Center Reno	10,400,000	-	10,400,000	-	-	-	10,400,000	-
3612 - SC Auto Body Demo	312,000	-	312,000	-	-	-	312,000	-
3613 - SC South DDC Network	580,000	-	580,000	-	-	-	580,000	-
Sub-total	116,438,000	-	116,438,000	-	110,000	-	116,328,000	0.09%
Maritime								
6603 - MC Maritime Expansion	28,000,000	-	28,000,000	-	-	-	28,000,000	-
Sub-total	28,000,000	-	28,000,000	-	-	-	28,000,000	-
Admin								
6602 - College Development	30,000,000	-	30,000,000	-	-	-	30,000,000	-
TOTALS	425,000,000	-	425,000,000	-	127,068	36,932	424,836,000	0.04%
Fiscal Year 2016 CIP Expenditure <u>36,932</u> Total CIP Expenditure <u>36,932</u>								

2015 Revenue Bond

As of June 30, 2016

Project	Base Budget	Budget Adjustments	Current Budget	Executed Change Orders	Encumbered Funds	YTD Expenditures	Remaining Balance	Percent of Budget Encumbered/Expensed
North - CIT								
North CIT - 904605-722909	47,591,645	-	47,591,645	-	25,116,323	14,129,507	8,345,815	82.46%
Contingency (726900)	2,408,355	-	2,408,355	-	-	-	2,408,355	-
Sub-total	50,000,000	-	50,000,000	-	25,116,323	14,129,507	10,754,170	78.49%

**2008 Bond Program
Master Schedule**

ID	Task Name	Start	2008				2009				2010				2011				2012				2013				2014				2015				2016				2017				20
			Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4						
1	Central Campus	Wed 6/4/08	[Blue bar spanning all quarters from 2008 to 2017]																																								
2	1820 - Paving & Drainage	Mon 12/1/08	[Black bar from Q3 2008 to Q3 2011]																																								
8	1817 - Transportation Center	Wed 6/4/08	[Black bar from Q2 2008 to Q3 2012]																																								
15	1818 - Industrial Technology II	Mon 2/1/10	[Black bar from Q1 2010 to Q3 2013]																																								
25	1109 - Maintenance/Police	Mon 6/6/11	[Black bar from Q2 2011 to Q3 2014]																																								
39	1301 - Building 31	Mon 6/6/11	[Black bar from Q2 2011 to Q3 2014]																																								
53	1821 - Allied Health	Sun 3/1/09	[Black bar from Q1 2009 to Q3 2012]																																								
67	1908 - Science Building	Wed 7/1/09	[Black bar from Q2 2009 to Q3 2014]																																								
84	1001 - Primary Service Retrofit	Mon 10/18/10	[Black bar from Q4 2010 to Q3 2015]																																								
94	1202 - Davis Library	Mon 1/9/12	[Black bar from Q1 2012 to Q3 2015]																																								
108	1203 - Anders Gym	Mon 9/21/15	[Purple bar from Q3 2015 to Q3 2017]																																								
121	North Campus	Sun 6/1/08	[Green bar spanning all quarters from 2008 to 2017]																																								
122	2901 - Pavement & Drainage	Sun 6/1/08	[Black bar from Q2 2008 to Q3 2011]																																								
128	2903 - Student Success Center	Mon 2/2/09	[Black bar from Q1 2009 to Q3 2012]																																								
142	2906 - Science & Allied Health	Wed 7/1/09	[Black bar from Q2 2009 to Q3 2012]																																								
156	2201 - Lehr Library	Mon 6/3/13	[Red bar from Q2 2013 to Q3 2016]																																								
170	2202 - Nichols Gym	Mon 9/21/15	[Purple bar from Q3 2015 to Q3 2017]																																								
184	South Campus	Thu 1/1/09	[Red bar spanning all quarters from 2009 to 2017]																																								
185	3903 - Student Success Center	Mon 2/2/09	[Black bar from Q1 2009 to Q3 2012]																																								
199	3905 - Paving & Drainage	Sun 3/1/09	[Black bar from Q1 2009 to Q3 2012]																																								
212	3906 - Mechanical Upgrades	Thu 1/1/09	[Black bar from Q1 2009 to Q3 2012]																																								
218	3907 - MEP Infrastructure	Mon 3/1/10	[Black bar from Q1 2010 to Q3 2013]																																								
224	3909 - Science & Allied Health	Mon 6/29/09	[Black bar from Q2 2009 to Q3 2014]																																								
238	3201 - Parker Williams Library	Mon 1/9/12	[Black bar from Q1 2012 to Q3 2015]																																								
252	3202 - Smallwood Gym	Mon 9/21/15	[Purple bar from Q3 2015 to Q3 2017]																																								
266	District	Fri 8/1/08	[Yellow bar spanning all quarters from 2008 to 2016]																																								
267	Graphics	Mon 11/30/09	[Black bar from Q4 2009 to Q3 2012]																																								
271	DDC Network	Thu 1/1/09	[Black bar from Q1 2009 to Q3 2014]																																								
274	6902 - Campus Mechanical Upgrades	Fri 8/1/08	[Black bar from Q2 2008 to Q3 2011]																																								
280	6803 - Maritime Center	Mon 10/12/09	[Black bar from Q4 2009 to Q3 2016]																																								

SAN JACINTO COLLEGE DISTRICT
Building Committee Meeting
August 2, 2016

Members Present: Marie Flickinger, Brad Hance, Dan Mims, Keith Sinor

Members Absent: None

Others Trustees Present: None

Others Present: James Braswell, Bill Dowell, Jessica Garcia, Allatia Harris, Mike Harris, Joe Hebert, Brenda Hellyer, Bryan Jones, Ann Kokx-Templett, Chet Lewis, Larry Logsdon, Janet Slocum

- I. The meeting was called to order at 4:17 p.m. by committee chair, Marie Flickinger.
- II. Roll Call of Committee Members by Marie Flickinger
 - a. Dan Mims, present.
 - b. Brad Hance, present.
 - c. Keith Sinor, present.
 - d. Other Trustees present: None.
- III. Approval of Minutes from the June 21, 2016 Building Committee Meeting
 - a. Marie Flickinger presented the minutes of the June 21, 2016, Building Committee meeting. The minutes were approved as presented. A motion was made by Brad Hance to accept the minutes as presented, seconded by Keith Sinor.
- IV. Recommended Projects and Delivery Methods which will provide the best value to the College
 - a. Approval of Engineering Simulator for Maritime
 - i. The Kongsberg K-Sim Engine Room Full Mission Trainer will be used to teach courses and offer expanded assessments for the Coast Guard working mariners. This simulator is required to meet training and assessment changes that will be effective January 2017. Without the simulator, the College will not be able to meet industry training needs in this area. San Jacinto College will be the first and only maritime training center in the Gulf Coast to offer engine room simulation training. The expenditure for this purchase is \$697,000 and will be funded by the 2008 bond program. Purchasing now will allow for delivery by January 2017. It was noted that the space for the simulator was anticipated and reserved during construction, and there is a lab space within the Maritime Center for the Simulator. Question about the classes and cost were discussed. Chet Lewis indicated that revenues of approximately \$400,000 annually are projected. The maritime construction budget in the 2008 Bond Program has approximately \$400,000 remaining to cover a portion of the cost, and the remainder of the purchase would be funded from the 2008 Bond Contingency.
 - b. Approval of Purchase Data Networking Equipment
 - i. This purchase will replace aging data networking equipment on all the campuses, which have an expected life span of seven years. Last update was in 2010. The estimated expenditure for this request is \$3,100,000. This expenditure will be funded by 2008 Bond Contingency.

V. Project Updates

a. Construction Projects - Operating Funds

The construction report now shows what projects have been substantially completed but have not closed. We have worked 129 R&R projects this year.

b. 2008 Bond Program – Financial Report

Mr. Lewis pointed out the Maritime Center still has the road and other change order items factored into the budgeted amount shown on the report.

c. 2015 Bond Program – Financial Report

Reviewed.

d. 2015 Revenue Bond – Financial Report

North Campus Center for Industrial Technology

e. 2008 Bond Program - Master Schedule

Reviewed.

f. Other Concerns –

J.E. Dunn and the related contractors are working to address the leakage that is occurring at the South Campus Science building.

g. Project Updates

i. Project 1909 – Petrochemical, Energy, & Technology Center

Currently working through schematic design and validation of programming with industry partners. Also, running parallel to this is the development of the campus master site plan. Allatia Harris added that the curriculum and how instruction is being delivered are being re-evaluated. Working with industry has proved to be valuable and is helping to build the best building possible for this program. Evaluations of engineering proposals for designing the process plant/lab will begin soon.

ii. Project 2201- North Library

There are some warranty items and some sound issues identified by the occupants. The construction team is addressing noise concerns. The proposed solution is to install insulation on top of ceiling grids and walls.

iii. Project 2601 - North Baseball Field

We are making progress and will complete within the next four to five weeks.

iv. Project 2909 - North Campus Center for Industrial Technology

The dry in date is August 31, and we are moving forward. Project has been impacted by rain.

v. Project 6803 - Maritime Technology and Training Center

The change order with the issues discussed in prior meetings are being addressed. Once the purchase orders are issued we will begin work.

Building Committee Minutes

August 2, 2016

Page 3

- vi. Bond Program Management Contract
Dr. Hellyer wanted the Board members to know that the contract with AECOM was sent to them this morning and they will look it over and get back with us.
- vii. Other Concerns – A question was asked about roofing concerns at the North Center for Industrial Technology. Mr. Jones explained that the issue being reviewed is how the roof terminates over the edge of the building. Our envelope consultant and Architect recommend different methods. This is being evaluated and a decision will be made as to the best course of action to assure the building is not compromised.

VI. Facilities Measures & Reports

- a. Quality Assurance metrics are included in materials distributed.

VII. Adjournment – The meeting was adjourned at 5:00 p.m.

**San Jacinto College District
Finance Committee Meeting
Minutes
August 2, 2016**

Members Present: Dan Mims, John Moon, Ruede Wheeler, and Larry Wilson

Members Absent: None

Other Trustees Present: Marie Flickinger and Keith Sinor

Others Present: Lori Barbay, Brenda Hellyer, Mini Izaguirre, Chet Lewis, and Linda Torres

- I. The meeting was called to order at 5:09 p.m. by Ruede Wheeler.
 - a. Roll call of the Committee Members
 - i. John Moon, present.
 - ii. Dan Mims, present.
 - iii. Larry Wilson, present.
 - iv. Acknowledged that Trustees Marie Flickinger and Keith Sinor were present.

- II. Approval of Minutes from the May 24, 2016, Finance Committee Meeting
 - a. Dr. Wheeler presented the minutes from the May 24, 2016, Finance Committee Meeting. A motion was made by Mr. Wilson, seconded by Mr. Moon to accept the minutes as presented.

- III. Review and Discuss Internal Audit Grants Compliance Annual Report
 - a. Ms. Torres discussed and reviewed the findings of the Audit Grants Compliance Report. There was \$40 million in active grants as of January 31, 2016, of which 74 percent was reviewed in the audit. Grant agreements were reviewed to be sure the College was in compliance.
 - b. There were only two issues noted: (1) It is recommended that a comprehensive grant sub-recipient monitoring program be developed for each of the current agreements; and (2) Two current grants are behind on spending their budgeted allotment of funds, placing the College at risk of having to return unspent grants funds to the granting agency.

- IV. Review and Discuss Internal Audit Veterans Affairs Student Accounts Report
 - a. Dr. Hellyer informed the committee that on February 25, 2016, the College received a hotline complaint from the State Auditor's Office (SAO). The overall concern noted in this hotline complaint was that the College's Aeronautical Technology department had mismanaged Veteran's Affairs (VA) funds. In order to investigate the points addressed in the complaint, Internal Audit was involved in a review of the processes related to VA aeronautical funds. While Internal Audit did not find any evidence to substantiate several of the claims in the hotline complaint, the review identified internal process issues related to how refunds are initiated and processed back to the VA, as well as the overall reconciliation of student accounts. A reply was sent to SAO on May 23, 2016, and to-date no response has been received from them. The reply stated that based on the review, the College has identified internal process issues related to how refunds are initiated and processed back to the VA. While these process issues do not appear to be deliberate, the College is working diligently to clear up outstanding account refunds and to streamline internal processes that have created these delays. The College will continue to work through these accounts and processes until all the issues identified are addressed.
 - b. Ms. Torres shared the results of the audit:
 - i. There was lack of ownership for "out process" of flight students.
 - ii. There was lack of communication and follow-up between the departments involved in "out process" flight students, as well as the reconciliation process of all student accounts.
 - iii. The manual process of utilizing spreadsheets between the Business Office, Veterans Student Success Center, and Accounts Receivables created a situation

- in which some accounts remain unreconciled.
 - iv. The Accounts Receivable department has communicated that there continues to be outstanding balances on students that need to be investigated. These accounts are for all VA students not just those students in the flight program.
 - v. There are issues with a lack of completion related to flight program students. These issues have evolved over the last several years due to the leadership in the Aeronautical Department and the way this program has been operating.
 - vi. Currently the flight provider invoices do not contain enough detail for the campus business office to accurately track the funds by course reference number. This issue, along with how students have been allowed to progress through the flight program, has led to situations in which students have been allowed to use VA funds intended for the next set of courses in order to complete prior-term courses.
 - vii. The Veterans Student Success Centers need to re-evaluate all processes and procedures as it relates to certifying VA benefits.
 - viii. Some flight students have accounts receivable balances but have been allowed to have these holds removed in order to register for class. This has created a situation in which students are registering for courses while they still have outstanding balances for prior semesters.
 - ix. Dr. Hellyer explained to the committee that based on VA changes, the College intends to do a teach out of the students currently in the aviation program and then reassess the viability of the program. The VA has made changes to the private flight requirements, and it appears it may not be feasible to maintain the programs. One of the requirements is to own or lease airplanes for training. Dr. Hellyer asked Van Wigginton and his team to assess and determine employer's needs.
- V. Review and Discuss Internal Audit Child Care Centers Follow-Up Audit
- a. Ms. Torres discussed the final Child Care Centers Follow-Up Audit dated June 14, 2016. The original report was dated February 21, 2012, at which time there were nine corrective action plans (CAPs) noted. On March 27, 2015, a follow-up audit noted that of the nine original CAPs, five were complete, two were partially completed and two were incomplete.
 - b. The final follow-up audit performed on June 14, 2016, noted that all CAPs have been addressed and resolved.
- VI. Review and Discuss the Investment Policy V-O
- a. Mr. Lewis informed the committee that the Public Funds Investment Act requires that the College's Investment Policy be reviewed by the committee annually. There are no changes at this time, and the College's Investment Policy complies with State laws.
 - b. This will be an agenda action item on the August 15, 2016, Board of Trustees Meeting.
- VII. Review and Discuss Proposed Budget for 2016-2017
- a. Dr. Hellyer informed the committee that they would receive a draft of the budget no later than Monday, August 8, 2016.
 - b. Mr. Lewis reviewed the Proposed Budget 2016-2017 handout with the committee. There is no change in State revenue for fiscal year 2017, as this is the second year of the biennium.
 - c. The sources of revenue comparison breakdown indicated an increase in total revenue for fiscal year 2017. Fiscal year 2017 total revenue is \$264,066,509, and fiscal year 2016 is \$252,375,961; a difference of \$11,690,548 or a 4.63 percent increase.
 - d. Other highlights of the proposed budget that were discussed included: 1) Revenue assumptions (tuition and fees, property tax, and interest income), revenue sources, expense comparison, major expense assumptions, expense assumptions, and breakdown

Finance Committee Minutes

August 2, 2016

Page 3

of budget by manager.

- e. The approval of the budget will be an action item on the agenda for the Board of Trustees Meeting on August 15, 2016.
- VIII. Review and Discuss Potential Bond Refinancing Update
- a. Mr. Lewis informed the committee that current market conditions make it a good time to consider refinancing bonds. He will be speaking with the rating agencies later in the week to discuss options available to the College with pricing later in August around the 17th or 18th. The College could achieve savings as much as \$7 to \$8 million.
- IX. Adjournment 6:16 p.m.

Action Item "IX"
Regular Board Meeting August 15, 2016
Consideration of Approval of Amendment to the 2015-2016 Budget
for Restricted Revenue and Expenses Relating to Federal and State Grants

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve an amendment to the 2015-2016 budget for restricted revenue and expenses related to grants.

BACKGROUND

Federal, state, and local grants may require amendments for receipt of newly awarded grants or changes to existing grants. These amendments should be processed in a timely manner in order to provide the access to funding to meet the objectives set forth within the grant requirements. This budget amendment request includes the additions to restricted revenues and restricted expenses as a result of new awards and changes to existing grants received during the month of July 2016.

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 \$250,592, 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-08-15-16

Attachment 2- Grant Detail-08-15-16

RESOURCE PERSONNEL

Chet Lewis

281-998-6306

chet.lewis@sjcd.edu

Michael Lee Moore

281-998-6162

michael.moore@sjcd.edu

SAN JACINTO COLLEGE DISTRICT
Federal, State, and Local Grant Amendments
August 15, 2016

	Fund	Org.	Account	Prog.	Amount Debit (Credit)
<u>U.S. Department of Education TRiO program - Talent Search IV (Year 1) (New Grant)</u>					
Federal Grant Revenue	538429	56700	554100	110000	(239,997)
Non-Instr Labor - Staff	538429	56700	612000	460913	140,344
Benefits	538429	56700	650000	460913	39,656
Supplies	538429	56700	711000	460913	5,600
Staff Travel	538429	56700	721210	460913	3,850
Student Travel	538429	56700	721310	460913	42,000
Contractual Svcs - Printing	538429	56700	731330	460913	2,000
Contractual Svcs - Mailing	538429	56700	731340	460913	1,000
Indirect Costs	538429	56700	731500	620909	3,547
Telecommunications - Cell Phones	538429	56700	761520	460913	2,000
					\$ -
<u>U.S. Small Business Administration / University of Houston - Small Business Development Center (SBDC) FY 2016 (Additional Funds)</u>					
Federal Grant Revenue	535908	56700	554100	110000	(10,595)
Construction - Contractor	535908	56700	797004	390963	10,595
					-
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.

New Grant and Additional Funding Summary by Agency:

U.S. Department of Education	\$ 239,997
U.S. Small Business Administration	10,595
	\$ 250,592

August 15, 2016 Board Book – Grant Amendments Detail List

U.S. Department of Education TRiO program - Talent Search IV (Year 1) (New Grant)

The Talent Search program identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in higher education. The program provides academic, career, and financial counseling to its participants and encourages them to graduate from high school, and continue on to and complete their postsecondary education. The program publicizes the availability of financial aid and assists participants with the postsecondary application process. Talent Search also encourages persons who have not completed educational programs at the secondary or postsecondary level to enter or reenter and complete postsecondary education. The goal of the five-year Talent Search program is to increase the number of youths from disadvantaged backgrounds to complete high school and enroll in and complete their postsecondary education. The grant program requires participating institutions to reapply once every five years. This is year one of a five-year cycle.

U.S. Small Business Administration / University of Houston - Small Business Development Center (SBDC) FY 2016 (Additional Funds)

Small Business Development Centers provide a vast array of technical assistance to small businesses and aspiring entrepreneurs. By supporting business growth, sustainability and enhancing the creation of new businesses entities, SBDC's foster local and regional economic development through job creation and retention. As a result of the no cost, extensive, one-on-one business advising and other specialized services SBDC clients receive, the program remains one of the nation's largest small business assistance programs in the federal government. The San Jacinto College SBDC is supported by the SBA and state funds in a one-to-one match. It is a part of a 32-county network centered at the University of Houston. These additional funds are to be spent renovating the SBDC office in the Clear Lake Area Chamber of Commerce.

Action Item “X”
Regular Board Meeting August 15, 2016
Consideration of Approval of Revisions to the Strategic Plan and
Approval of the 2016 – 2017 Annual Priorities for San Jacinto College

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve revisions to the College’s Strategic Plan and approve the 2016 – 2017 Annual Priorities for San Jacinto College.

BACKGROUND

The Board of Trustees approved the College’s Strategic Plan for 2010 through 2013 on September 13, 2010. The Strategic Plan was extended through 2015 on August 5, 2013. Revisions were made to the plan and it was updated to cover 2015 – 2018 on June 1, 2015. This recommendation modifies the Strategic Plan based on the College’s focus on Pathways and the continuous evolution of the College’s annual work. The initial Strategic Plan was developed based on several planning retreats, an environmental scan, data reviews, and significant feedback from the college community. Revisions have been made to the Strategic Plan to better align with the changing educational and legislative landscape impacting the work of the College. The Strategic Plan has guided the annual priorities and budget allocation processes. The focus has been on advancing the strategies required to achieve the College’s five Strategic Goals of: Student Success, P-16 Pipeline, Workforce and Economic Development, Our People, and Continuous Improvement.

The Strategic Plan also includes five underlying assumptions that relate to continuing the one-college alignment; optimizing resources; embracing institutional research; aligning facilities, programming, and technologies; and active communication. These assumptions should be considered as all decisions related to the strategic plan and annual priorities are considered.

The Strategic Plan has been an evolving and working document. Over the past years, strategies have been modified to reflect emphasis and alignment with critical areas such as Science, Technology, Engineering, and Mathematics (STEM) and Workforce and Economic Development. Strategies have been updated in the current version to better align with the College’s Pathways work.

In prior years, the Board of Trustees approved detailed annual priorities and in some cases operational goals. These priorities were largely developed by the Strategic Leadership Team (SLT) and were quite detailed. For 2014-2015, five annual priorities were developed and reviewed with the Board of Trustees on April 28, 2014. For 2016 – 2017, six annual priorities are recommended. These six priorities have been reviewed with the Strategic Leadership Communication Council (SLCC), which consists of approximately 150 leaders throughout the College including department chairs, directors, deans, and various other leadership levels across all instructional, support, and functional areas. The SLT members have developed and will work with their respective members of the SLCC to determine the action plans to implement these priorities.

Action Item “X”
Regular Board Meeting August 15, 2016
Consideration of Approval of Revisions to the Strategic Plan and
Approval of the 2016 – 2017 Annual Priorities for San Jacinto College

IMPACT OF THIS ACTION

This action will adopt revisions to the 2018 Strategic Plan including wording changes to the descriptors of the strategic goals and strategy changes. Most significantly, the changes reflected a focus on the next evolution of the College’s student success agenda focused on pathways and eliminating barriers for students.

The Board’s formal approval of the 2016-2017 annual priorities will allow the SLT, SLCC, and employees throughout the College to continue the implementation of the actions and related work plans for fiscal year 2016-2017. The annual priorities will align the work of the employees with the strategic plan and will guide the development of individual performance plans for all full-time employees.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The 2016-2017 budget has been developed to allocate resources to advance the annual priorities and strategic plan of the College. The SLT is critically aware that some areas will require additional resources and is committed to repurposing the budget for the current and future years to accomplish this.

MONITORING AND REPORTING TIMELINE

Regular monitoring will occur with the Strategic Leadership Team and periodic updates will be presented to the Board of Trustees.

ATTACHMENTS

Attachment 1 – 2016-2018 Strategic Plan including Strategic Goals, One College Vision, Underlying Assumptions, and Strategies

Attachment 2 – 2016-2017 Annual Priorities

Attachment 3 – Vision to Action to Results Diagram

RESOURCE PERSONNEL

Brenda Hellyer

281-998-6100

brenda.hellyer@sjcd.edu



2016 - 2018 Strategic Plan

Note: The Strategic Plan (goals, strategies, and underlying assumptions) for San Jacinto College is a living and guiding tool. The strategic plan was developed for 2010-2013, and revised for 2013-2015. The Strategic Plan was updated for 2015-2018 and approved by the Board of Trustees on June 1, 2015. Additional modifications were approved by the Board of Trustees on August 15, 2016.

The College Strategic Goals

1. **Student Success**
2. **P-16 pipeline**
3. **Workforce and Economic Development**
4. **Our People**
5. **Continuous Improvement**

Student Success - San Jacinto College intentionally provides high quality educational programs and support services to ensure our students explore, define, and achieve their educational and career goals. We are dedicated to addressing the challenges of all students, from those in college preparatory courses to those in Honors courses and for those in credit and non-credit pathways. We will connect our students to the appropriate college resources and support services, along with providing a supportive learning environment based on the commitment of our dedicated and quality faculty and staff members. We will provide innovative methods of course delivery, teaching practices, and delivery times. Our progress, focused on creating equity and closing achievement gaps for our diverse student body, will be evidenced by data.

P-16 Pipeline - San Jacinto College will take an active role in supporting the P-16 (preschool through grade 16) pipeline throughout our service area in an effort to create career and educational pathways, thus providing for a sustainable community. We will create seamless transitions among levels and institutions throughout the pipeline and will motivate learners to expand their educational aspirations. We will look for innovative methods and partnerships to facilitate the participation and achievement of the diverse populations of our communities.

Workforce and Economic Development - San Jacinto College will provide innovative and relevant solutions that strengthen our region's economy and workforce competitiveness. Our career and technical education programs will respond to employer and employee training needs and will provide pathways for employment opportunities and advancement. We will pursue new training opportunities in emerging growth areas through active business and industry partnerships.

Our People - San Jacinto College is committed to recruiting, developing, and retaining quality and diverse employees who are passionate about our educational mission. To meet the needs of our communities, the College requires exceptional levels of performance, achievement, and teamwork. Through a commitment to professional development and learning, the College assists employees in expanding their knowledge, creativity, and capabilities. Each faculty member, staff member, and administrator has a responsibility to be accountable for his or her behaviors and job performance, which requires a system that clearly defines expectations, responsibilities, accomplishments, and recognitions. We are intentional in the development of effective leaders throughout the College; we realize they are the foundation for the college's innovative response to challenges and opportunities.

Continuous Improvement - San Jacinto College is committed to a continuous improvement process in all areas and aspects of the College. We will utilize a plan, do, check, act quality model of execution and measurement to assess needed changes. Continuous improvement is an ongoing and evolving effort to improve and align programs, services, resources, and processes of the College.



2016 - 2018 Strategic Plan

Note: The Strategic Plan (goals, strategies, and underlying assumptions) for San Jacinto College is a living and guiding tool. The strategic plan was developed for 2010-2013, and revised for 2013-2015. The Strategic Plan was updated for 2015-2018 and approved by the Board of Trustees on June 1, 2015. Additional modifications were approved by the Board of Trustees on August 15, 2016.

The College Strategic Goals

- 1. Student Success**
- 2. P-16 pipeline**
- 3. Workforce and Economic Development**
- 4. Our People**
- 5. Continuous Improvement**

Student Success - San Jacinto College ~~will provide~~intentionally provides high quality educational programs and support services to ensure our students ~~that will increase the opportunity for students to~~ explore, define, and reach achieve their educational and career goals. We are dedicated to addressing the challenges of all students, from those in college preparatory courses to those in Honors courses ~~and for those in credit and non-credit pathways~~. We will connect our students to the appropriate college resources and support services, along with providing a supportive learning environment based on the commitment of our dedicated and quality faculty and staff members. We will provide innovative methods of course delivery, teaching practices, and delivery times. Our progress, focused on creating equity and closing achievement gaps for our diverse student body, will be evidenced by data.

P-16 Pipeline — San Jacinto College will take an active role in supporting the P-16 (preschool through grade 16) pipeline throughout our service area in an effort to create career and educational pathways, thus providing for a sustainable community. We will ~~strive to~~ create seamless transitions among levels and institutions throughout the pipeline and will motivate learners to expand their educational aspirations. We will look for innovative methods and partnerships to facilitate the participation and achievement of the diverse populations of our communities.

Workforce and Economic Development - San Jacinto College will provide innovative and relevant solutions that strengthen our region's economy and workforce competitiveness. Our career and technical education programs will respond to employer and employee training needs and will provide pathways for employment opportunities and advancement. We will pursue new training opportunities in emerging growth areas through active business and industry partnerships.

Our People — San Jacinto College is committed to recruiting, developing, and retaining quality and diverse employees who are passionate about our educational mission. To meet the needs of our communities, the College requires exceptional levels of performance, achievement, and teamwork. Through a commitment to professional development and learning, the College assists employees in expanding their knowledge, creativity, and capabilities. Each faculty member, staff member, and administrator has a responsibility to be accountable for his or her behaviors and job performance, which requires a system that clearly defines expectations, responsibilities, accomplishments, and recognitions. We are intentional in the development of effective leaders throughout the College; we realize they are the foundation for the college's innovative response to challenges and opportunities.

Continuous Improvement — San Jacinto College is committed to a continuous improvement process in all areas and aspects of the College. We will utilize a plan, do, check, act quality model of execution and measurement to assess needed

Attachment 1

changes. Continuous improvement is an ongoing and evolving effort to improve and align programs, services, resources, and processes of the College.

DRAFT



ONE COLLEGE VISION

Approved by the Board of Trustees on November 2, 2009

San Jacinto College District operates as one college with multiple campuses, centers, programs, and services. Common policies and procedures and consistent business practices guide the organization. The synergy is apparent. Concern is for the whole. Competition between the individual units, departments, or functions is not part of our values. Decisions and actions are data informed answering the ultimate question, “How does this improve student success?” We celebrate our accomplishments and successes together.

As one college, we embrace learning. All members of the college community are responsible for student success. Those in the classroom facilitate learning, while maintaining the highest standards of quality. We all share the responsibility to provide students with the best environment and support available so that students can concentrate on learning. We are charged with ensuring excellence in everything that we do and addressing challenges directly.

The focus of the San Jacinto College Strategic Leadership Team (SLT) is on the strategic direction of the institution. Each member of the SLT serves in multiple leadership roles but the priority role must always be to the college-wide focus, “What is best for the San Jacinto College community as a whole?”

The focus of the campus leaders is to foster teaching and learning and student success. The campus leaders endeavor to identify new ways and programs to serve the community and to promote creative methods to engage faculty and staff. The campus leaders challenge the status quo, promote academic excellence, and ensure consistent quality and service levels among campus operations.

The focus of the district leaders is to provide support services to the campuses and to assist campus leadership in facilitating the teaching and learning enterprise. The district leaders are partners with campus leaders in creating solutions and establishing a climate of continuous improvement. All services provided to the campuses are based on mutually agreed upon service levels and requirements.

The focus of the chancellor is to develop, in conjunction with the Board of Trustees, the college’s external and internal strategic vision. The chancellor stimulates creativity, fosters opportunities for success, and communicates the shared vision.

All executive leaders test the robustness of assumptions and logic while exhibiting a college-wide perspective and understanding of issues, processes, policies, practices, and resources. When working with their direct reports, executive leaders direct and guide an understanding of this unified perspective. Each leader facilitates communication with peers, constituencies, and the college community. The college’s values guide the organization’s culture and character. Each leader fosters a climate that is consistent with these core values.

**San Jacinto College
2016 -2018 Strategic Plan
Underlying Assumptions**

Underlying the College's Strategic Plan are five assumptions that relate to a one-college alignment; resources; institutional research; facilities, programming, and technologies; and communication.

Continue One-College Alignment: The Plan assumes that the College operates as one college with multiple campuses, centers, programs, and services. Common policies and procedures and consistent business practices will guide the College as the Plan is implemented. Leaders of the College may serve in multiple leadership roles but the priority role must always be to the college-wide focus, "What is best for the San Jacinto College community as a whole?" We will focus on providing students with a consistent, quality educational experience across all locations, programs, and services.

Optimize Resources: The Plan assumes that the College will allocate and repurpose funding sources to adequately support the initiatives and strategies in the Plan. It is also assumed that the College will leverage resources to adequately support the strategies and initiatives in the Plan by exploring and actively seeking additional funding sources. Finally, the College seeks to operate efficiently and examines methods to reduce costs.

Embrace Institutional Research: The Plan assumes that the College will support the institutional research functions necessary to develop and assess the strategies and initiatives in the Plan. We will continue to embrace data-informed decision making; it is assumed that decisions and actions must answer the ultimate question, "How does this improve student success?"

Align Facilities, Programming, and Technologies: The Plan assumes that the College will acquire and utilize appropriate technologies and facilities to support and advance the strategies and initiatives in the Plan. The Plan also assumes that current needs are addressed while envisioning requirements for the future.

Active Communication: The Plan assumes that the College will develop and disseminate information necessary to implement, support, and advance the strategies and initiatives in the Plan. Such communications will be open and transparent and will require active participation by all employees.

**San Jacinto College
2016 – 2018 Strategic Plan
Strategies**

Goal 1: Student Success

- Strategy 1:** Establish a holistic pathways model to enhance student success at San Jacinto College.
- Strategy 2:** Ensure a supportive and rigorous teaching and learning environment from the classroom experience to an effective array of student support services, including personalized academic and career pathway planning.
- Strategy 3:** Align courses and curricula that delineate clear pathways for university transfer and/or entry into the workforce.
- Strategy 4:** Eliminate barriers that prevent students from achieving their educational and career goals.
- Strategy 5:** Reduce student time and cost from entry to completion.

Goal 2: P-16 Pipeline

- Strategy 1:** Lead and strengthen the efforts for a regional P-16 approach.
- Strategy 2:** Expand middle school and high school partnerships in an effort to create a college-going and college-ready culture of first-time-in-college students who are academically prepared for rigorous programs of study.
- Strategy 3:** Develop and enhance seamless articulations with baccalaureate-granting institutions for associate degree graduates.
- Strategy 4:** Explore and define University Center partnerships and options.

Goal 3: Workforce and Economic Development

- Strategy 1:** Create Centers of Excellence and develop requisite funding and timelines for implementation.
- Strategy 2:** Expand regional partnerships and connections to enhance the breadth and image of workforce training programs with students and employers.
- Strategy 3:** Enhance noncredit/credit career pathways and expand contract training to serve local industry better.
- Strategy 4:** Maximize participation and success in Science, Technology, Engineering, and Mathematics (STEM) programs.

Goal 4: Our People

- Strategy 1:** Create a culture that embraces change readiness, high performance, teamwork, and increased individual and organizational productivity.
- Strategy 2:** Build an agile organization to ensure successful execution of the College's strategic plan.
- Strategy 3:** Create a learning organization to build competitive advantage through long-term opportunities for development and advancement within the College.
- Strategy 4:** Implement meaningful recognition, reward, and benefit programs that support the highest level of affiliation by employees to the College.
- Strategy 5:** Attract, select, and retain high-performing and diverse talent.

Goal 5: Continuous Improvement

- Strategy 1:** Create a culture that embraces continuous improvement by emphasizing employee involvement and teamwork.
- Strategy 2:** Seek improvement on an incremental basis over time and for breakthrough improvement all at once.
- Strategy 3:** Utilize the four-step quality model—the plan-do-check-act (PDCA) cycle.

Plan: Identify an opportunity and plan for change.

Do: Implement the change on a small scale.

Check: Use data to analyze the results of the change and determine whether it made a difference.

Act: If the change was successful, implement it on a wider scale and continuously assess results. If the change did not work, begin the cycle again.

San Jacinto College
20152016 – 2018 Strategic Plan
Strategies

Goal 1: Student Success

~~**Strategy 1:** Institutionalize the Achieving the Dream strategies to improve student persistence and successful completion rates and to reduce achievement gaps among student groups.~~

~~**Strategy 2:** Become a recognized leader in the quality and availability of alternative delivery offerings.~~

~~**Strategy 3**~~ **Strategy 1:** Establish a holistic pathways model to enhance student success at San Jacinto College.

Strategy 2: Ensure a supportive and rigorous teaching and learning environment from the classroom experience to an effective array of student support services, including personalized academic and career pathway planning.

Strategy 43: Align courses and curricula through degrees that delineate clear pathways for college preparatory, technical programs, and university transfer programs and/or entry into the workforce.

Strategy 4: Eliminate barriers that prevent students from achieving their educational and career goals.

Strategy 5: Maximize participation and success in Science, Technology, Engineering, Reduce student time and Mathematics (STEM) programs.—cost from entry to completion.

~~**Strategy 6:** Maximize success in college preparatory courses.~~

Goal 2: P-16 Pipeline

Strategy 1: Lead and strengthen the efforts for a regional P-16 approach.

Strategy 2: Expand middle school and high school partnerships in an effort to create a college-going and college-ready culture of first-time-in-college students who are academically prepared for rigorous programs of study.

Strategy 3: ~~Explore and define University Center partnerships and options.~~

~~**Strategy 4:** Develop and enhance seamless articulations with baccalaureate-granting institutions for associate degree graduates.~~

Strategy 4: Explore and define University Center partnerships and options.

Goal 3: Workforce and Economic Development

Strategy 1: Create Centers of Excellence and develop requisite funding and timelines for implementation.

Strategy 2: Expand regional partnerships and connections to enhance the breadth and image of workforce training programs with students and employers.

Strategy 3: Enhance noncredit/credit career pathways and expand contract training to serve local industry better.

Strategy 4: Maximize participation and success in Science, Technology, Engineering, and Mathematics (STEM) programs.

Goal 4: Our People

Strategy 1: Create a culture that embraces change readiness, high performance, teamwork, and increased individual and organizational productivity.

Strategy 2: Build an agile organization to ensure successful execution of the College's strategic plan.

Strategy 3: Create a learning organization to build competitive advantage through long-term opportunities for development and advancement within the College.

Strategy 4: Implement meaningful recognition, reward, and benefit programs that support the highest level of affiliation by employees to the College.

Strategy 5: Attract, select, and retain high-performing and diverse talent.

Goal 5: Continuous Improvement

Strategy 1: Create a culture that embraces continuous improvement by emphasizing employee involvement and teamwork.

Strategy 2: Seek improvement on an incremental basis over time and for breakthrough improvement all at once.

Strategy 3: Utilize the four-step quality model—the plan-do-check-act (PDCA) cycle.

Plan: Identify an opportunity and plan for change.

Do: Implement the change on a small scale.

Check: Use data to analyze the results of the change and determine whether it made a difference.

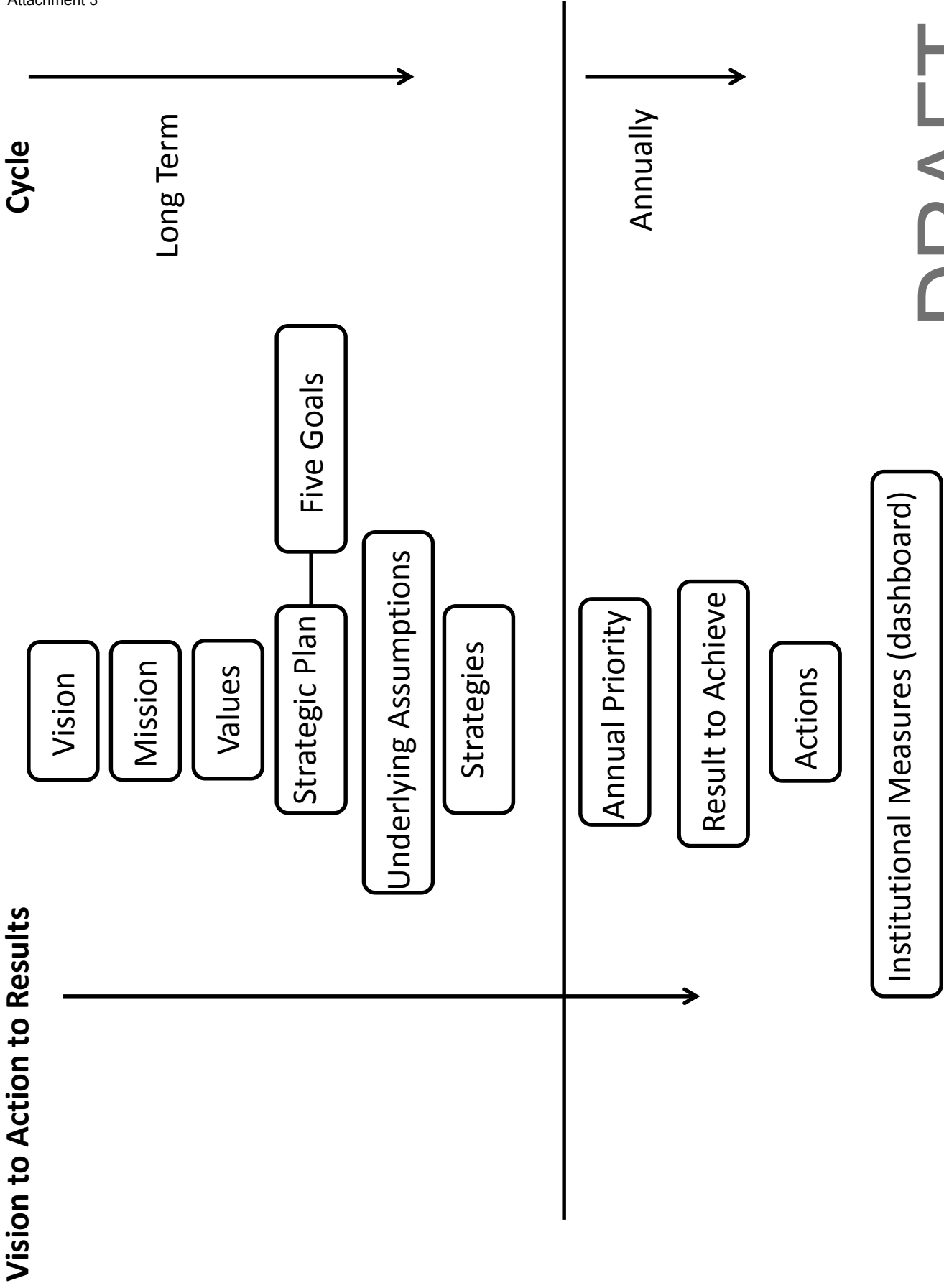
Act: If the change was successful, implement it on a wider scale and continuously assess results. If the change did not work, begin the cycle again.

DRAFT

San Jacinto College

2016-2017 Annual Priorities

- **Pathways Design and Implementation (Phase I):** Improve student learning and success including course completion, retention, and credential completion by scaling-up promising student success strategies, by refining processes and scheduling to be more effective and student focused, by identifying and eliminating barriers, and by aligning with employer and transfer university requirements and expectations.
- **Course Material Access and Cost Reduction for Students:** Develop strategies to reduce costs to students while ensuring appropriate and high quality educational resource materials are available and utilized in the classroom.
- **Fiscal Accountability and Responsibility:** Redesign and implement new budget process to focus on strategic priorities, enhance revenues, gain operational efficiencies, meet human and physical resource demands, and eliminate activities that do not enhance student success.
- **Bond Programs:** Plan, design, and construct facilities and infrastructure to meet student, faculty, staff, and employer needs through collaboration with internal teams and industry/business partners to leverage equipment, facilities, and resources.
- **Talent and Organizational Development:** Promote faculty and staff excellence and retention through professional development opportunities targeted at teaching and learning, student success, leadership, and diversity.
- **Positioning for the Future:** Develop an understanding of and plans for addressing the changing landscape in higher education nationally, state-wide, and locally and identify ways for the College to expand its competitive advantage.



Action Item "XI"
Regular Board Meeting August 15, 2016
Consideration of Approval of the Renewal of the Articulation Agreement Between San Jacinto Community College District and Lamar University Department of Industrial Engineering

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the renewal of the Articulation Agreement between San Jacinto Community College District (SJCCD) and Lamar University (LU) Department of Industrial Engineering.

BACKGROUND

The Lamar University (LU) is a member of The Texas State University System. It offers more than 100 programs of study leading to bachelor's, master's and doctoral degrees in business; education; health sciences; language, communication, and media; science, technology, engineering, and math; social sciences and humanities; and the arts. The Department of Industrial Engineering offers a Bachelor's of Science in Industrial Technology on campus and in an online 2+2 format. Industrial engineering provides a wide range of career opportunities. It is positioned to develop individuals for the fields of supply chain management, logistics, operations research, design and manufacturing, project management, six sigma and "lean" engineering, economic analysis, safety, quality assurance management, plant operation control/design, and managerial problems.

IMPACT OF THIS ACTION

This Agreement revises the current articulation agreement by:

- i. increasing the maximum semester credit hours (SCH) accepted by LU from 60 to 63 SCH,
- ii. revising the number of technical credits from 39 to 33 SCH,
- iii. increasing the number of academic credits from 21 to 30 SCH, and
- iv. updating the technical programs that transfer from SJCCD to LU.

Both institutions enter into this Agreement in the spirit of cooperation and mutually recognize each other as quality institutions of higher education. Each institution is dedicated to serving students from diverse populations.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

N/A

MONITORING AND REPORTING TIMELINE

This agreement shall be subject to review annually. Either party may independently terminate this agreement by notifying the other party no less than one academic year before the intended date of termination.

**Action Item “XI”
Regular Board Meeting August 15, 2016
Consideration of Approval of the Renewal of the Articulation
Agreement Between San Jacinto Community College District and
Lamar University Department of Industrial Engineering**

ATTACHMENTS

Attachment 1- Transfer and Articulation Agreement between San Jacinto College District
and Lamar University

RESOURCE PERSONNEL

Laurel V. Williamson	281-998-6182	laurel.williamson@sjcd.edu
Catherine O’Brien	281-998-6318	catherine.obrien@sjcd.edu
Chris Duke	281-998-6203	chris.duke@sjcd.edu

Attachment 1

TRANSFER AND ARTICULATION AGREEMENT
BETWEEN
San Jacinto College District
(Associate of Applied Science Degrees and others)
and
Lamar University
(Bachelor of Science Degree in Industrial Technology)

Purpose

San Jacinto College District (SJCD) and Lamar University Department of Industrial Engineering enter into this agreement to facilitate the opportunities for students who wish to transfer from the specified SJCD Associate of Applied Science Degree programs to the Lamar University Bachelor of Science Industrial Technology Degree program. This agreement specifies the conditions and requirements necessary for students to transfer to Lamar University with minimum loss of credit.

Changes

Proposed changes in policies or curriculum by either party must be communicated in writing to the other party. Any changes agreed upon must be signed, dated, and attached to this agreement. Either party may independently terminate this agreement by notifying the other party no less than one academic year before the intended date of termination.

Period

This agreement is subject to review each year.

General Requirements

All students transferring to Lamar University must meet the following requirements:

- a.) Students must have a cumulative grade point average of at least 2.0.
- b.) All courses intended for transfer must have a grade of "C" or higher.
- c.) A maximum of 63 semester hours will be accepted towards the Bachelor of Science in Industrial Technology for A.A.S. graduates. Up to 33 credits may be transferred from an approved technology major field of study and up to 30 academic credits may be applied which meet the Lamar University required academic core sequence. Lamar University will work with transfer candidates to determine final credit award.
- d.) Students eligible for transfer to Lamar University must have met the minimum admission requirements to enter Lamar University.
- e.) Students applying without an A.A.S. degree will have their credits transferred to their best advantage as determined by Lamar University, provided the credits are applicable to the degree program.
- f.) This agreement includes the Bachelor of Science in Industrial Technology degree plan for display purposes (See Appendix A) and the specific majors from San Jacinto College that apply (See Appendix B).
- g.) Other transfers for majors not included in this agreement will be considered by Lamar University on an individual case-by-case basis.

Attachment 1

During the time that this Transfer and Articulation Agreement is in effect:

- a.) Both institutions will work cooperatively to ensure a smooth transfer with minimal academic interruptions;
- b.) Each institution will notify the other concerning any contemplated curricular changes which would affect the future of this agreement;
- c.) With respect to courses or blocks of courses transferred under this agreement, San Jacinto College District (SJCD) will ensure that all instructors of academic courses satisfy the Southern Association of Colleges and Schools (SACS) faculty credentials standards for “associate degree courses designed for transfer.” SJCD will work to ensure that instructors of technical courses meet these same standards as appropriate and practical. SJCD will ensure that all instructors of technical courses satisfy SACS faculty credentials for “associate courses not designed for transfer to the baccalaureate degree.” Upon request, SJCD will inform Lamar University of faculty who do not meet the SACS criteria for technical courses and/or baccalaureate-transfer courses, and will provide information on faculty credentials. Whenever credentials-related issues arise, they will be resolved on a case-by-case basis by Lamar University program faculty and administrators after consultation with appropriate administrators and/or faculty at San Jacinto College District.
- d.) The Technical Course Review Committee (TCRC), composed of faculty from the Industrial Engineering department at Lamar University, will assess technical courses from SJCD to determine if they will be applied toward Lamar University’s Industrial Technology program. This assessment will be conducted using syllabi and catalog descriptions provided by SJCD. Once this assessment has been completed, a notice of approval or denial will be sent to the SJCD campus involved.

Publication

San Jacinto College District and Lamar University may use this agreement and the names of the institutions in the official college catalogs.

Attachment 1

Signatures

It is with this agreement that we propose to facilitate the transition of transfer students from San Jacinto Community College District to the Lamar University Industrial Technology Program.

Srinivas Palanki, Ph.D.
Dean of the College of Engineering
Lamar University

Signature Date

James Marquart, Ph.D.
Provost and Vice President for Academic Affairs
Lamar University

Signature Date

Brenda Hellyer, Ed.D.
Chancellor
San Jacinto College District

Signature Date

Attachment 1

Appendix A
Bachelor of Science in Industrial Technology
Lamar University

NEXT PAGE – for display purposes only

The San Jacinto College District degree planning would not change unless students inform their advisor well in advance of their intention to pursue the BSIT degree at Lamar so adjustments may be made to maximize transfer options.

Appendix B

San Jacinto College District programs included in this B.S.I.T. Agreement

Associate of Applied Science Degrees

Accounting A.A.S.
Aeronautical Technology Pilot Development Program A.A.S.
Air Conditioning Technology A.A.S.
Art and Design A.A.S.
Audio Engineering A.A.S.
Automotive Collision Repair Technology A.A.S.
Automotive Technology A.A.S.
Biomedical Clinical Equipment Technology A.A.S.
Business Management A.A.S.
Business Office Technology A.A.S.
Computer Information Technology A.A.S.
Construction Management Technology A.A.S.
Criminal Justice A.A.S.
Culinary Arts A.A.S.
Diagnostic Med. Sonography A.A.S,
Diesel Technology A.A.S.
Electrical Technology A.A.S.
Electronics Technology A.A.S.
Engineering Design Graphics A.A.S.
Environmental Health and Safety Technology A.A.S.
Health Information Management A.A.S.
Instrumentation Technology A.A.S.
International Business and Logistics A.A.S
Maritime Transportation A.A.S.
Medical Laboratory Technology A.A.S.
Medical Radiography A.A.S.
Mental Health Services A.A.S.
Occupational Therapist Assistant A.A.S.
Paralegal A.A.S.
Physical Therapist Assistant A.A.S.
Process Technology A.A.S.
Respiratory Care A.A.S.
Surgical Technology A.A.S.
Welding Technology A.A.S.
Welding Technology-Non-Destruction Testing A.A.S.

Associate of Arts Degrees and Associate of Science

Students who have graduated with an Associate of Arts or Associate of Science degree in any field will be considered for the BSIT program with full transfer of academic credit as stated in the university catalog. It should be noted that Associate of Science graduates in the fields of business, computer related fields, engineering, math, or sciences are very appropriate candidates.

Certificate Programs

Consideration will be given to certificate program graduates; however, this agreement is intended for two-year degree recipients.

Action Item "XII"
Regular Board Meeting August 15, 2016

**Consideration of Approval of Memorandum of Understanding Between
Galena Park Independent School District and San Jacinto College District for Use of Facilities**

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees authorize the Chancellor to execute a Memorandum of Understanding (MOU) for the purpose of permitting the Galena Park Independent School District to utilize College space to teach high school metal trade classes.

BACKGROUND

For many years, San Jacinto College has permitted the Galena Park Independent School District (GPISD) to use College facilities for the purpose of instruction in metal trades. While this arrangement has been active for years, no written agreement has ever existed. The purpose of this MOU is to formally establish this right and obligation of both parties regarding metal trade classes taught by GPISD on properties and in facilities owned and operated by San Jacinto College.

IMPACT OF THIS ACTION

This action will authorize GPISD to use classroom N-19.109 and office N-19.108B in the Industrial Technology – Welding building at the North Campus, for the purpose of teaching high school metal trades. Sufficient space is available to teach up to 120 students per semester. GPISD will furnish all tools, equipment, and supplies and will provide all instruction.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

There is no direct budget implication for the College. No current staff are involved with this instructional activity, nor will additional staff be required. As a courtesy, GPISD will not be charged for utilizing the designated space. Routine maintenance will be required for upkeep of the classroom. The use of the facility by GPISD will be scheduled annually and will not interfere with College offerings.

MONITORING AND REPORTING TIMELINE

Annually and as needed, officials from GPISD will meet with North Campus administrators to review the arrangement and document the number of students participating. The term of the contract is through August 30, 2020. Termination can also be provided with 60 days written notice by either party.

ATTACHMENTS

Attachment 1 - Memorandum of Understanding Between Galena Park Independent School District and San Jacinto Community College District: 2016

Action Item "XII"
Regular Board Meeting August 15, 2016

**Consideration of Approval of Memorandum of Understanding Between
Galena Park Independent School District and San Jacinto College District for Use of Facilities**

RESOURCE PERSONNEL

William G. Raffetto	281-459-7699	william.raffetto@sjcd.edu
Pamela S. Campbell	281-991-2672	pamela.campbell@sjcd.edu

**MEMORANDUM OF UNDERSTANDING BETWEEN
GALENA PARK INDEPENDENT SCHOOL DISTRICT
AND SAN JACINTO COMMUNITY COLLEGE DISTRICT
2016**

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between SAN JACINTO COLLEGE COMMUNITY COLLEGE DISTRICT, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas (“SJCCD” or San Jacinto College), and the GALENA PARK INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas (“GPISD”). Individually, SJCCD and GPISD are referred to herein as “Party” and collectively as “Parties.”

1. Background and Purpose. For many years, San Jacinto College has permitted the Galena Park Independent School District to use College facilities for the purpose of instruction in metal trades. The purpose of this Memorandum of Understanding is to establish the rights and obligations of both Parties regarding metal trade classes taught by the GPISD on properties and in facilities owned and operated by SJCCD. These metal trade classes are referred to in this document as the “Program.”

2. Term. Subject to the approval by the parties’ respective governing boards, the term of this MOU shall commence upon the signing of this MOU by both authorized representatives of the parties (“Effective Date”) and shall expire on August 30, 2020 (“Expiration Date”). Any extension of the term requires written agreement by both parties and requires prior approval by Parties’ governing boards.

3. Access to Facilities. SJCCD agrees to permit GPISD to use appropriate and accessible classroom space in its facilities to conduct the Program at times and places to be mutually agreed upon by the parties (hereinafter, the Premises). SJCCD will make available sufficient space to accommodate up to 120 students per semester. GPISD shall use the Premises for educational purposes only. GPISD will not cause or permit any changes, alterations, or painting of any part of the Premises, furnishings, or college equipment without the written consent of SJCCD. The parties agree that Classroom N-19.109 and Office N-19.108B at San Jacinto College’s North Campus are suitable for the Program and will accommodate the enrollment in the Program. Upon reasonable notice to GPISD, SJCCD shall have the right, when reasonable under the circumstances (such as a need to remodel or make repairs), to relocate the Premises.

- a. This MOU is for use of the Premises only, is not a lease, and does not create a leasehold interest. SJCCD retains ownership of and title to all SJCCD equipment in the facility, and GPISD retains ownership and title to all GPISD classroom equipment used in the facility.
- b. SJCCD shall furnish routine maintenance and custodial service to the Premises, as necessary, to maintain the area in good repair. SJCCD agents and employees shall have the right of access to the Premises to the extent necessary to perform its obligations under the MOU, to monitor compliance with the terms of this MOU, to perform repairs, and to perform other obligations as may be required by law.

- c. In addition to providing access to a classroom and office space, SJCCD agrees that the employees and students in the Program may utilize the public lobby areas, restrooms, and public parking areas at the North Campus.

4. **Supervision and Discipline of Students.** GPISD shall provide sufficient personnel necessary to maintain appropriate supervision of the students and employees in the Program. GPISD is solely responsible for administering student discipline to GPISD students enrolled in the Program and for disciplining its own employees. However, if SJCCD has reason to believe that a student or employee in the Program has violated the criminal law, has engaged in conduct that is disruptive to college operations, or poses a threat to the security or safety to the campus or other persons, SJCCD may remove the individual from the campus on a temporary basis or permanent basis, as circumstances reasonably may warrant. Any objection to a student or employee by SJCCD shall be made in good faith and on a non-discriminatory basis. SJCCD shall communicate its objection to GPISD in writing.

5. **Property Damage.** GPISD agrees to reimburse SJCCD the reasonable cost to repair any damages to the Premises or college equipment caused by GPISD's employees, agents, students, or invitees (ordinary wear and tear and acts of God excepted). In the event of such damage, SJCCD shall present GPISD with an invoice and inventory identifying all damaged property. Payment shall be due within 30 days of GPISD's receipt of the invoice.

6. **Required Fees.** SJCCD shall waive all fees that would otherwise be payable for using the Premises. The board of trustees of SJCCD has determined that this MOU services a beneficial public purpose.

7. **Insurance.** At all times during the term of this MOU, GPISD shall obtain and maintain, at its sole expense, a comprehensive general liability insurance policy with limits not less than \$500,000 per each occurrence, combined single limit, and \$1,000,000 aggregate limit, for bodily injury and property damage, including coverage for contractual liability, personal injury, explosion, broad form property damage. Such policy/policies shall include within their scope coverage for claims including, but not limited to: (i) damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than GPISD employees, or (ii) damages arising from personal injury. Additionally, GPISD shall maintain workers' compensation and employer's liability insurance as may be required under applicable law and comprehensive or business automobile liability insurance, with limits not less than \$500,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.

8. **Applicable Law.** The Parties agree to operate the Program in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following federal statutes as may be amended: Title VII of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas Constitution and United States

Constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39; and (d) state and federal laws regarding the reporting of alleged child abuse, school-related crimes, and sexual molestation of students. The Parties agree to operate the Program in compliance with applicable SJCCD and GPISD board policies and procedures.

9. Termination of the MOU. Either Party may terminate this MOU for convenience and without cause or penalty by providing 60 days' written notice of termination to the other Party. After notice is given, the MOU will terminate on the last day of the semester then in progress. In the event of a material breach of this MOU, either Party may terminate this MOU without 60 days' notice; however, prior to seeking termination, the non-breaching Party shall provide written notice to the other Party specifying the deficiency or provision claimed to be breached. Except in the event of a default or breach that threatens the health of safety of students, in which case the non-breaching Party may immediately terminate this MOU on three days' notice, the breaching Party shall have 15 days in which to cure any alleged deficiency. If the other Party fails to cure and/or the parties are unable to resolve their disagreement, the non-breaching Party may give 10 days' notice of termination.

10. Release. GPISD agrees to release SJCCD and its trustees, employees, agents, officers, and representatives from any and all claims, losses, liabilities, damages, and debts arising from or caused by an act or omission of GPISD or its trustees, employees, agents, officers, and representatives.

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

12. Immunity. No party waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

13. Relationship of the Parties. Nothing in this agreement shall be deemed to create a partnership, agency, or joint venture relationship. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other Party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this MOU.

14. Assignment. Neither Party may assign its interest in the MOU without the written permission of the other Party.

15. Entire Agreement. This MOU constitutes the entire agreement of the Parties regarding the subject matter herein described. This MOU supersedes all negotiations or previous

agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this MOU the Parties rely solely upon the representations and agreements contained in this MOU and no others. No subsequent change or modification of this MOU is binding unless in writing and signed by the Parties.

16. Campus Emergency. GPISD will furnish in writing the name and phone number of the GPISD official who will be notified in case of a SJCCD campus emergency. SJCCD will give access the SJCCD Alert Me system to the person designated by GPISD.

17. Day-To-Day Contact Persons. Both Parties will designate in writing a responsible person for day-to-day operations. The Parties shall provide name, address, title, phone number, and electronic mail address for the responsible persons. Notice of changes to the names or contact information for the responsible persons shall be provided in accordance with Section 21 of this Agreement.

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

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

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

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

COLLEGE:

San Jacinto Community College District
Chancellor
4624 Fairmont Parkway, Suite 200
Pasadena, Texas 77504

COPY TO:

San Jacinto Community College North Campus
Provost
5800 Uvalde Road

SCHOOL DISTRICT:

Galena Park Independent School District
Superintendent
14705 Woodforest Boulevard
Houston, Texas 77015

Attachment 1

Houston, Texas 77049

[Signatures Are on the Next Page]

[Signature page for the Memorandum of Understanding with an Effective Date of _____, 2016]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the Effective Date of _____, 2016:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____ Date _____
Dr. Brenda Hellyer,
Chancellor

By: _____ Date _____
Mr. Dan Mims,
Chairman, Board of Trustees

GALENA PARK INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Dr. Angi Williams,
Superintendent

By: _____ Date _____
President, Board of Trustees

Action Item “XIII”
Regular Board Meeting August 15, 2016
Consideration of Approval of Clear Horizons
Early College High School Memorandum of Understanding

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the Clear Horizons Early College High School Memorandum of Understanding (MOU). This MOU is an update to the previous agreements.

BACKGROUND

Clear Horizons Early College high School has been in existence at San Jacinto College South Campus since fall 2007. Anticipated enrollment for fall 2016 is 474 students in grades 9 – 12. Since 2009, Clear Horizons students have earned 463 associate degrees from San Jacinto College. This year’s graduating class of 2017 will celebrate the 10th anniversary of this partnership.

IMPACT OF THIS ACTION

This updated MOU includes the dual credit tuition and fee waiver of 75 percent which is effective for fall 2016 as part of the related tuition and fee changes effective for that same time frame. The MOU includes additional language required by the school district due to changes in its policies. New information regarding the Clery Act and emergency management protocol has also been included. This action will continue the project with 125 new 9th grade students being added each fall semester and more College graduates in future years.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The budgetary impact is consistent with prior years. Additional analysis will be conducted as part of the budget review processes that are being implemented during fiscal year 2016-2017.

MONITORING AND REPORTING TIMELINE

Regular meetings are held between the leadership of the school district and College to review operations and goals. Each year the number of Clear Horizons students who graduate from San Jacinto College with an Associate’s degree will be reported to the Board of Trustees, along with information regarding scholarships they have earned and four-year institutions to which they will transfer.

ATTACHMENTS

Attachment 1 - Clear Horizons Early College High School Memorandum of Understanding
2016 - 2021

**Action Item “XIII”
Regular Board Meeting August 15, 2016
Consideration of Approval of Clear Horizons
Early College High School Memorandum of Understanding**

RESOURCE PERSONNEL

Laurel V. Williamson	281-998-6184	laurel.williamson@sjcd.edu
Pamela S. Campbell	281-991-2672	pamela.campbell@sjcd.edu
Kristen Ross	281-929-4653	kristen.ross@sjcd.edu

**MEMORANDUM OF UNDERSTANDING
CLEAR HORIZONS EARLY COLLEGE HIGH SCHOOL
2016-2021**

This **Memorandum of Understanding** ("MOU" or "Agreement") is by and between **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas, ("SJCCD"), and the **CLEAR CREEK INDEPENDENT SCHOOL DISTRICT**, a Texas public independent school district and political subdivision of the State of Texas, ("CCISD") located in Harris and Galveston Counties in Texas with an effective date of ("Effective Date"). Individually, SJCCD and CCISD are referred to herein as "Party" and collectively as "Parties."

WHEREAS, SJCCD and CCISD desire to establish an early college high school program to be operated at the South Campus of SJCCD; and

WHEREAS, the Parties intend to submit a program application to the Texas Education Agency ("TEA") as required by and in accordance with Section 29.908 of the Texas Education Code and 19 Texas Administrative Code §§ 4.151-4.161; 4.81-4.85; and 102.1091; and

WHEREAS, upon approval from TEA, the early college program established between the Parties will be called Clear Horizons Early College High School ("Clear Horizons ECHS").

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

1. **Background and Purpose.** In the 2006-07 school year, CCISD and SJCCD implemented a pilot high school for seniors, called Project ExCEL. This pilot became Clear Horizons ECHS in 2007. Applicable Law (as hereinafter defined) permits a public school district and public college to partner to provide a course of study for an early college high school combining high school courses and college-level courses during grades 9 through 12 for students who are at risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code) or who wish to accelerate completion of the high school program. The purpose of this MOU is to establish the rights and obligations of the Parties with respect to the operation of Clear Horizons ECHS, a four-year high school with early college program component ("Program") that complies with all Applicable Law and will be located at SJCCD's south campus. The Program must provide student learning and support programs that enable participating students to earn a high school diploma and earn up to 60 semester credit hours toward an associate or baccalaureate degree by the fifth anniversary of the student's first day of high school. Additionally, Clear Horizons ECHS will provide advanced academic opportunities, service learning, workplace internships, and college and career counseling. Clear Horizons ECHS will continue to phase in approximately 125 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 500 students in grades 9-12.

2. **Applicable Law.** The Parties agree to operate the Program and Clear Horizons ECHS in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); Title IV of the Higher Education Act of 1965; Individuals with Disabilities in Education Act; and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. § 1092(f) (“Clery Act”); (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook (“Attendance Handbook”) and the Financial Accountability System Resource Guide; and (h) Texas Higher Education Coordinating Board (“THECB”) guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”). The Parties agree to operate the Program and Clear Horizons ECHS in compliance with applicable SJCCD and CCISD board policies and procedure and policies and procedures that may be agreed upon by the Parties and approved for the Clear Horizons ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

3. **Term.** Subject to approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, the term of this MOU shall commence upon the date that the second of the Parties has signed this MOU (“Commencement Date”) and shall expire on June 30, 2021 (“Expiration Date”). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party’s signing the MOU is approval of the Agreement by that Party’s governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as “Initial Term.” Upon mutual written agreement by the Parties and approval as may be required by the Parties’ governing boards, TEA, and THECB, this MOU may be extended for a one-year renewal term (“Renewal Term”). As used in this MOU, the term “Term” shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU as set forth in Section 18.

4. Governance.

a. Governing Structure. The governing structure of the Program shall include the appointment of a Steering Committee and Campus Instructional Improvement Committee (“CIIC”) at the Clear Horizons ECHS campus.

b. Steering Committee. Members of the Steering Committee will include the following CCISD representatives: Superintendent of Schools, Deputy Superintendent for Curriculum and Instruction, Assistant Superintendent for Secondary Education, one Board of Trustees member, and the Clear Horizons ECHS principal (“Clear Horizons ECHS Principal”). Members of the Steering Committee will include SJCCD representatives: Chancellor, Associate Vice Chancellor for Student Success Partnerships, the Director of Dual Credit (“SJCCD Liaison”), and other appropriate SJCCD campus and district personnel as determined by SJCCD. The Steering Committee will meet at least every six (6) months and as needed. The Steering Committee will be charged with the overall oversight of the Clear Horizons ECHS. Its responsibilities will include:

- i. Developing and implementing the academic and professional policy as related to the Clear Horizons ECHS;
- ii. Developing and implementing budgets and financial policy as related to the Clear Horizons ECHS;
- iii. Insuring adherence to Applicable Law that affects the well-being of students enrolled in Clear Horizons ECHS; and
- iv. Annually reviewing the MOU and suggesting revisions as necessary or advisable.

c. Clear Horizons ECHS Administrative Team. SJCCD will provide a representative to participate in the process of hiring the Clear Horizons ECHS Principal, who shall be an employee of CCISD. CCISD will provide a representative to participate in the process of hiring the SJCCD South Campus Dual Credit Director, who shall be an SJCCD employee. SJCCD shall designate the person to serve as SJCCD Liaison with CCISD as it relates to the Clear Horizons ECHS. The SJCCD Liaison will cooperate with and facilitate communication between the CCISD and SJCCD. The SJCCD Liaison will meet with the Clear Horizon ECHS Principal, on-site administrator (if other than the Clear Horizons ECHS Principal), and other representatives as may be needed to support the Clear Horizons ECHS.

5. Clear Horizons ECHS Organization. Except for building use policies or as otherwise set forth in this MOU or required by Applicable Law, policies and procedures relating to the high school portion of the Program and Clear Horizons ECHS shall be governed by CCISD policies and regulations. The building use policies and all policies relating to the college courses and services portion of the Program and Clear Horizons ECHS shall be governed by the SJCCD policies and procedures. The Clear Horizons ECHS 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 CCISD policy and Clear Horizons ECHS procedures. SJCCD, in cooperation with the Clear Horizons ECHS 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 as required by SJCCD in accordance with Applicable Law and for supervising instructors of college-level courses.

6. **School Calendar**. The instructional calendar for the high school portion of Clear Horizons ECHS will be based on the CCISD calendar and comply with all related TEA regulations for attendance. CCISD will adjust its schedule if necessary to enable the Clear Horizons ECHS 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 Clear Horizons ECHS calendar may vary from that of the CCISD in order to best fit the needs of students and reasonably interrelate with the SJCCD academic calendar.

7. **Clear Horizons ECHS Facilities**. SJCCD will provide a dedicated space at its South Campus for the Clear Horizons ECHS (“ECHS Facility”). This space will include core learning classrooms, administrative and student support areas, and other space as determined by the Parties. As the number of students increases, subject to space requirements of SJCCD for students participating in the regular college program at the South Campus, additional space will be provided to meet these needs of the Clear Horizons ECHS. Non-contiguous classrooms will be utilized for specialized facilities (e.g., science labs, fine arts, physical education) and for college credit classes taught in departmental buildings. Subject to availability and SJCCD building use and other applicable policies and procedures, SJCCD will provide to students and employees of the Clear Horizons ECHS reasonable access to all South Campus buildings, including the student center, for meetings, socialization, and cultural events sponsored by and/or associated with Clear Horizons ECHS. Access for facilities, services, and resources will be addressed by the Clear Horizons ECHS Steering Committee and SJCCD Dual Credit Office. Clear Horizons ECHS students will have a CCISD and a SJCCD identification card, which will give them access to SJCCD facilities and resources available to all students enrolled at SJCCD.

8. **Accidents/Emergency Incidents** Due to the reporting requirements of the Clery Act that apply specifically to higher education institutions, the procedures set forth in this Section 8 will apply in the event any Clear Horizons ECHS student, instructor, or administrator experiences an accident or sudden illness or commits a law-violating behavior. If such an event occurs while the individual is on SJCCD property, the response to such incidents will be based on SJCCD policies, procedures, regulations, and guidelines. If such an event occurs while not on SJCCD property, the response to such incidents will be based on CCISD policies, procedures, regulations, and guidelines. Accordingly, while on SJCCD property, the policies and procedures for building use, emergency response, and safety of both SJCCD and CCISD shall apply.

9. **Clear Horizons ECHS Faculty**.

a. **Faculty for High School Courses**. To teach high school level courses in Clear Horizons ECHS, CCISD instructors must meet State certification requirements in their subject

area to teach in the State of Texas and be designated as highly qualified. Clear Horizons ECHS instructors teaching non-college level courses will be selected and supervised by CCISD. CCISD employees assigned to the Clear Horizons ECHS will be evaluated annually by CCISD according to Applicable Law and CCISD policies and procedures.

b. Faculty for College-Level Courses. Clear Horizons ECHS instructors teaching college-level or dual credit courses must be regularly employed SJCCD faculty members, meet the same standards of SACSCOC for college-level instructors, including, without limitation, holding a master's degree in their content area. SJCCD shall select its instructors who teach the college-level courses in which ECHS students are enrolled based upon their previous experience and success in teaching freshman courses, developmental and accelerated courses, and dual enrollment courses. SJCCD shall supervise its instructors who teach the college-level courses in which ECHS students are enrolled, including any adjunct faculty as described in Section 8.c, in accordance with SJCCD policies and procedures.

c. CCISD Employees as SJCCD Adjunct Faculty. As needed and to the extent permitted by Applicable Law, faculty of Clear Horizons ECHS who are CCISD employees and meet the requirements necessary to teach college-level courses may apply for adjunct instructor status from SJCCD during their assignment to Clear Horizons ECHS, and will be entitled to the benefits provided by SJCCD to other adjunct instructor faculty.

d. Salaries of Clear Horizons ECHS Instructors. Each Party shall be responsible for the payment of the salary, benefits, and employment taxes of its respective employees performing services for or at the Clear Horizons ECHS. Additionally, SJCCD shall be responsible for payment of the stipend or salary of any adjunct faculty who teach a college-level course for Clear Horizons ECHS, which amount shall be equivalent to the salary or stipend paid to other SJCCD adjunct faculty.

e. Professional Development. 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 Clear Horizons ECHS Principal and the SJCCD Liaison.

10. Building a College Culture. The CCISD and the SJCCD will establish a learning community that blends high school and college, instilling a college-going culture among the participating students. Clear Horizons ECHS students will be aided to:

- a. Develop a four-year high school graduation plan and post-secondary plan;
- b. Participate in high school credit classes, and college-credit classes for which students receive both high school and college credit;
- c. Develop and participate in a service learning project in the community;
- d. Participate in an internship program;
- e. Participate in an advisory class which provides college campus orientation, academic counseling, college and career planning and additional student support counseling; and
- f. Adhere to student behavioral expectations.

11. Outreach to Target Population; Admission of Students to Program.

a. Recruitment Efforts. To secure the broadest applicant pool possible, each of the Parties will participate in a recruitment effort for the Clear Horizons ECHS by focusing on qualified eighth grade students at all CCISD intermediate schools in January of each year. This recruitment process will include:

i. The establishment of a recruitment web site that will provide recruitment and admission information;

ii. The distribution of recruitment/admission packets to all 8th grade students, as applicable in CCISD;

iii. Meetings with CCISD counselors, as applicable, to discuss the Clear Horizons ECHS and answer questions;

iv. Student/parent meetings that will be held on intermediate school and high school campuses that explain the opportunities and commitment required of Clear Horizons ECHS students; and

v. Development of recruitment and admission information presented in a bilingual mode.

b. Admission Policies. Admission to Clear Horizons ECHS will be limited to students who reside in the CCISD and who meet the eligibility requirements for enrollment in an early college program and dual enrollment program under Applicable Law. The CCISD and SJCCD recruitment teams will focus on identifying highly-capable students that may or may not be experiencing academic success. Recruitment efforts will also focus on at-risk students, historically underserved student populations, and first generation college students. Additionally, CCISD shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code. Students will be required to complete online applications for both Clear Horizons ECHS and SJCCD. SJCCD and the CCISD will develop special college admission requirements to allow students to begin college credit coursework during the freshman year. Students must meet established SJCCD admission requirements for each college class upon enrollment.

c. Transportation. In order to facilitate participation by the target population defined for the Clear Horizons ECHS, CCISD will be responsible for transportation of the ECHS students to and from the ECHS Facility.

12. Curriculum

a. Courses of Study and Curriculum Alignment. CCISD 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. The SJCCD Liaison and the Clear Horizons ECHS Principal will be responsible for working with Clear Horizons ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment.

b. Course Requirements; Monitoring. CCISD shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills and that Clear Horizons ECHS students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. CCISD will be responsible for monitoring and ensuring the quality of instruction for the solely high school credit courses offered at Clear Horizons ECHS. Clear Horizons ECHS students must meet all of the regular prerequisites for any college-level course. SJCCD will assess each student for readiness to engage in any college-level course. Based on such assessment, the SJCCD Liaison and the Clear Horizons ECHS Principal will determine what forms of assistance and remediation may be needed by a student prior to the student's enrollment in a given college-level course. College-level courses will consist of curricula materials, instructional activities, method, rigor, and evaluation of student performance as required by SJCCD and Applicable Law for SJCCD non-Program students. College-level academic courses shall be identified in the current edition of LDACGM adopted by the THECB. College-level workforce education courses shall be identified in the current edition of the WECM adopted by the THECB. SJCCD, in its sole discretion, may offer remedial or developmental courses for ECHS students. Students enrolled in remedial and developmental courses will not earn college credit for those courses. SJCCD will ensure that college course goals and standards are understood. SJCCD will designate personnel to monitor the quality of instruction in order to ensure compliance with all Applicable Law and any accrediting authorities.

c. High School Diploma and Degree. Within this framework, students may be able to earn the Recommended or an Advanced [Distinguished Achievement] High School Program diploma within a four-year time frame and 60 credit hours towards an Associate degree, and/or Baccalaureate degree. Students will be encouraged to pursue a basic associate degree course of study as an Associate of Arts or Associate of Science. Clear Horizons ECHS students also may be able to earn the Distinguished Level of Achievement diploma or graduate with endorsements in accordance with Applicable Law.

d. Instructional Materials. The Clear Horizons ECHS will provide all course materials, including, textbooks, syllabi, course packets, and other materials needed for classes at no cost to the student. The funding of materials is addressed in Section 15.c. of this MOU.

13. Students.

a. Student Composition of Classes. Clear Horizons ECHS students enrolled in SJCCD college-level courses may attend classes composed of only Clear Horizons ECHS students or may attend classes with regular SJCCD students enrolled in that college-level class. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed under the following conditions:

i. If the course is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements;

ii. If the high school credit-only students are College Board Advanced Placement students; or

iii. If the course is a career and technology/college workforce education course and the students are earning articulated credit.

b. Academic Policies. The academic policies of CCISD shall apply to all students enrolled in the Clear Horizons ECHS. The academic policies of SJCCD shall apply to Clear Horizons ECHS students as to college-level courses.

c. Student Conduct. Clear Horizons ECHS students are required to adhere to CCISD and SJCCD policies, procedures, and regulations regarding facilities and equipment usage and both SJCCD and CCISD codes of student conduct. All disciplinary action, including, suspension and dismissal from Clear Horizons ECHS, shall be in conformity with the codes of student conduct of the Parties. In the event of a conflict between the policies of CCISD and SJCCD, the Parties will collaborate to resolve any conflict.

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

e. Accounting for Attendance. The Parties shall comply with the TEA Attendance Handbook and any THECB attendance requirements for credit in high school courses. Each Clear Horizons ECHS faculty member will take daily attendance and shall report such attendance for enrollment and funding purposes as required by Applicable Law. As applicable, the Parties will refer to the TEA Guidance for ECHS – Dual Enrollment Credit Attendance for documenting formal attendance-taking procedures.

f. Grading Periods and Policies; Transcribing. For college-level courses, both high school and college credit shall be transcribed immediately upon a student's completion of the performance required in the course. SJCCD will report a letter or numerical grade based on the SJCCD grading scale to CCISD, which may adapt the grade as required to conform to CCISD policies and procedures. SJCCD will provide approximate mid-term grade averages in addition to semester grades.

g. Student Assessment. All Clear Horizons ECHS students are required to participate in required state, national and federal assessments, which will be administered by the Clear Horizons ECHS staff. SJCCD agrees to make accommodations in course scheduling and attendance so that Clear Horizons ECHS students are not penalized in their college credit courses for their participation in the required state, national and federal assessments.

h. **Student Records.** In accordance with Applicable Law, CCISD will maintain student records pertaining to Clear Horizons ECHS and provide SJCCD copies of the grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for SJCCD to perform its obligations under this MOU. Both Parties will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of Clear Horizons ECHS students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

i. **Student Support Services.** Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. In addition to enrolling in a double block of math, when appropriate, students will be assigned a mentor/advisor in high school. During a specifically scheduled advisory class, 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. Students will also tutor each other and have access to SJCCD tutors. At SJCCD, students will receive support through supplemental instruction, SJCCD tutors, and/or additional sources identified. The SJCCD Liaison assigned to Clear Horizons ECHS will work to inform the Clear Horizons ECHS administration of students with excessive absences and academic concerns in college-level courses prior to the end of a semester to provide for intervention for success. To ensure academic success, the Parties will provide counseling and academic support services, as may be needed. CCISD will assign a specific counselor to its Clear Horizons ECHS who will provide academic and counseling support to the Clear Horizons ECHS learning community's students and their parents and work with the SJCCD Liaison in the areas of test preparation, remediation, and the development of an integrated support system for Clear Horizons ECHS students across the two institutions. The CCISD counselor and SJCCD Liaison will work to ensure students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. Each Party will assist families as they complete initial application and enrollment in the respective organizations' processes. SJCCD will assist with registration for all students who are qualified to enroll in SJCCD courses.

14. **Program Reporting.** 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 Clear Horizons ECHS 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 under the supervision of the Steering Committee.

15. Fiscal Matters.

a. Rules for Charging Students. Students enrolled in the Clear Horizons ECHS will not be 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. Neither CCISD nor SJCCD will be responsible for costs, including, without limitation, the waiver of tuition and fees, associated with students re-taking a class due to failure, re-taking a class to obtain a higher grade, or taking courses beyond the prescribed Associate of Arts (AA) degree plan. Students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed AA degree plan will be responsible for tuition, fees, and all other costs associated with the classes at the rate assigned to dual credit students not enrolled in Clear Horizons ECHS.

b. Tuition and Fees. During the Term, SJCCD will waive 75% of the tuition and fees for all Clear Horizons ECHS students enrolled in college-credit courses. CCISD will pay to SJCCD 25% of the tuition and fees associated with the college-level courses and provide textbooks, instructional materials, or any costs associated with enrollment for current ECHS students enrolled in college courses at SJCCD. Notwithstanding the foregoing, SJCCD will waive 100% of the tuition for current ECHS students enrolled in EDUC 1300 or PSYC 1300 courses. CCISD will also fund the salaries, benefits, and employment taxes for Clear Horizons ECHS Principal, Counselor, Independent Study and Research Teacher, support staff, and any other CCISD employees assigned to the Program. SJCCD will provide classroom, office, and other space for the Clear Horizons ECHS Program at the ECHS Facility. CCISD will support the Clear Horizons ECHS' day-to-day operational costs, including administrative and staff salaries, transportation, and facility and other school-related expenditures.

c. Physical Education. As Physical Education is not part of the associate degree plan, but part of the high school graduation requirements, the requirement will be addressed in the following manner:

i. Clear Horizons students will enroll in SJCCD PHED courses to meet their high school graduation requirements in physical education.

ii. However, because the courses are not required for the College's associate degree, the 75% dual credit waiver will not apply to the tuition for those courses. CCISD will pay the full-price applicable tuition for Clear Horizons ECHS students taking these courses (at in-district, out-of-district, or out-of state rates, based on each student's residency status).

iii. SJCCD will continue to accept the financial loss of state funding for these courses under current legislation.

d. Textbooks and Instructional Materials. CCISD will apply to the Texas Education Agency for textbook waivers for college-level instructional materials. If the applications for textbook waivers are not successful, the CCISD will assume responsibility of providing college-level texts and supplemental materials required for classes to the Clear Horizons ECHS students.

e. Funding Sources. Each Party is entitled to receive state funding based on current funding rules of TEA and THECB. CCISD has committed to the Clear Horizons ECHS the use

of its local funds for instructional, administrative, and professional development costs beyond the expenditure of startup funds. In turn, the SJCCD has agreed to provide administrative, instructional, and support services as well as 75% tuition waiver (or 100% for the two courses listed in Section 15.b) beyond the expenditure of start-up funds.

f. Fiscal Agent. The CCISD will act as the fiscal agent for the purposes of this MOU. Under this arrangement, the CCISD will be the recipient of Clear Horizons ECHS funds and will be acting as the intermediary for the Clear Horizons ECHS.

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

17. Insurance. Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on the SJCCD South Campus property and participation in the Program under this MOU. 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 MOU.

18. Termination of the MOU.

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

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

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

d. Effect of Termination. Should SJCCD or the CCISD terminate their participation in the Clear Horizons ECHS they will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

e. Discontinuance of Clear Horizons ECHS. CCISD and SJCCD agree to comply with the requirements of Applicable Law for discontinuing operations of Clear Horizons ECHS. During the teach-out period transitioning from full operation to the discontinued program, SJCCD and CCISD will continue to meet all of the required elements of an early college high school program and provide full support for all students enrolled in Clear Horizons ECHS. During the teach-out period, no new or additional students will be enrolled in Clear Horizons ECHS in grades that have been phased out. If Clear Horizons ECHS 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 Clear Horizons ECHS 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.

19. Miscellaneous Provisions.

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

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

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

d. Communication and Cooperation. 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 sometimes 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.

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

f. Assignment. Neither Party may assign its interest in the MOU without the written permission of the other Party.

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

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

COLLEGE:

San Jacinto Community College District
Chancellor
4624 Fairmont Parkway, A1.200
Pasadena, Texas 77504

SCHOOL DISTRICT:

Clear Creek Independent School District
Superintendent
2425 E. Main Street
League City, Texas 77573

COPY TO:

San Jacinto Community College South Campus
Provost
13735 Beamer Road, S6.211
Houston, Texas 77089

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

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

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

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

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

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

SAN JACINTO COMMUNITY COLLEGE DISTRICT

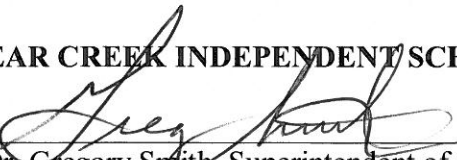
By: _____
Dr. Brenda Hellyer, Chancellor

Date

By: _____
Mr. Dan Mims, Chairman, Board of Trustees

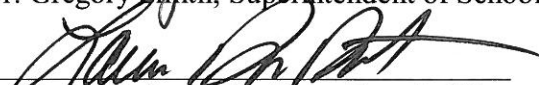
Date

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

By: 
Dr. Gregory Smith, Superintendent of Schools

7/26/16

Date

By: 
Dr. Laura DuPont, President, Board of Trustees

7-25-16

Date

Action Item “XIV”
Regular Board Meeting August 15, 2016
Consideration of Approval of Memorandum of Understanding Between
Harris County Department of Education and San Jacinto College District

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the Memorandum of Understanding (MOU) with the Harris County Department of Education (HCDE).

BACKGROUND

Historically, the College and the HCDE have partnered with a food program. This MOU expands the partnership and calls for the HCDE to pay tuition and fees for their employees pursuing the Child Development Associate (CDA) credential. Approximately ten (10) students will take classes under this agreement.

IMPACT OF THIS ACTION

The MOU provides for HCDE to designate and identify Head Start staff members who will enroll in the child development program. In addition, they will pay the College all tuition and fees for the CDA credentialing classes. The College is responsible for providing course instruction and academic advising for HCDE Head Start staff members. The proposed MOU outlines the duties and responsibilities of both parties governing this agreement.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

No additional personnel costs are anticipated because of this agreement. Institutional revenue will be enhanced through tuition, fees, and potential contact hour funding. In addition, no physical plant, renovations, or additions will be required. The source of funding for all payments made by HCDE pursuant to this MOU is federal funds from a U.S. Health and Human Services Head Start grant. The College acknowledges that federal funds will be used to pay for all payments under this MOU and that this MOU is subject to appropriation and approval of a Head Start grant by the United States federal government.

MONITORING AND REPORTING TIMELINE

The initial term of this MOU shall be from September 20, 2016 through July 31, 2017. This MOU shall automatically renew for up to three additional one-year terms, for a maximum total term of four years and one month, unless either party gives the other party prior written notice of at least thirty (30) days before the start of a renewal term of the party's desire that this MOU not be automatically renewed.

ATTACHMENTS

Attachment 1 - Memorandum of Understanding Between Harris County Department of Education and San Jacinto Community College District

RESOURCE PERSONNEL

Shawn B. Silman	281-459-7623	shawn.silman@sjcd.edu
Randy Snyder	281-998-6150 ext. 7228	randy.snyder@sjcd.edu
Caresal Bolds	281-459-7635	caresal.bolds@sjcd.edu



MEMORANDUM of UNDERSTANDING
Between Harris County Department of Education and San Jacinto Community College District

This Memorandum of Understanding (“MOU”) is made and entered into by and between Harris County Department of Education (“HCDE”) and San Jacinto Community College District (“College”) as of September 20, 2016 (“Effective Date”) for the purpose of the College providing instruction to HCDE’s Head Start staff members at HCDE’s expense, pursuant to the terms and conditions outlined herein.

Whereas, HCDE has been awarded one or more grants from the U.S. Department of Health and Human Services to operate Head Start and Early Head Start programs in the greater Houston area;

Whereas, Head Start regulations require Head Start and Early Head Start teachers and assistants to possess a Child Development Associate (“CDA”) credential;

Whereas, the College offers classes necessary to obtain the CDA credential (“CDA credential classes”);

Whereas, HCDE desires to assist its Head Start and Early Head Start teachers and/or assistants with obtaining the CDA credential by paying for the CDA credential classes at the College;

Whereas, HCDE and the College desire to collaborate to register HCDE Head Start staff for CDA credential classes at College’s San Jacinto College-North campus

Now, therefore, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The initial term of this MOU shall be from September 20, 2016 through July 31, 2017 (“Initial Term”). This MOU shall automatically renew for up to three additional one-year terms, (each a “Renewal Term” and collectively “Renewal Terms”) for a maximum total term of four years and one month, unless either party gives the other party prior written notice of at least thirty (30) days before the start of a renewal term of the party’s desire that this MOU not be automatically renewed. As used herein the term “Term” shall mean the Initial Term and Renewal Terms collectively. This MOU may be modified and amended only by mutual agreement of the Parties in a signed written medication instrument, and any such modification or amendment shall be attached and become a part of this MOU as if set forth herein.
2. **HCDE Responsibilities.** HCDE and its Head Start Division shall be responsible for the following:
 - a. Designate Head Start staff members to enroll and to complete CDA credential classes at the College;
 - b. Pay the College the tuition and fees for the CDA credential classes in which HCDE Head Start staff members designated by HCDE are enrolled within fifteen (15) days of receiving an invoice from the College;
 - c. Obtain consent forms compliant with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”) from HCDE Head Start staff members (or if applicable under FERPA, the parents of the staff members) enrolled in CDA credential classes with the College that permits authorized representatives of HCDE’s Head Start Division to access information from the College concerning education records and other personally identifiable information of students.
3. **College Responsibilities.** College shall be responsible for the following:
 - a. Child Development/Early Childhood Education Department Director will provide course counseling for HCDE Head Start staff members;
 - b. Permit HCDE and HCDE’s Head Start Division to designate Head Start staff members to enroll and to complete CDA credential classes at the College;
 - c. Review transcripts, test scores, and other criteria for enrollment and eligibility in CDA credential classes at the College;
 - d. Assist with enrolling HCDE Head Start staff members designated by HCDE in CDA credential classes at the College;
 - e. Bill HCDE directly, after the official day of enrollment and no later than the 3rd. day after courses have begun of each semester during the term of this MOU, for the tuition for all classes in which HCDE Head Start staff members designated by HCDE are enrolled;

Attachment 1

- f. Award HCDE Head Start staff members who complete CDA credential classes with college credit.
 - g. Upon receipt of consent forms signed by the student in accordance with the requirements of FERPA, provide authorized representatives of HCDE Head Start with information concerning HCDE Head Start staff members enrolled in CDA credential classes with the College the education records and other personally identifiable information of students that the students (or parents, if applicable) have authorized the College to disclose to HCDE.
4. Collaboration. HCDE Head Start and College representatives will meet to identify appropriate College classes that qualify for CDA certification. The Parties agree to correspond periodically, as needed, for the purposes of planning, monitoring, and evaluation, as necessary. The Parties agree to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the other party reasonably may require to implement and/or give effect to this MOU and the transactions contemplated by it so long as such documents are in a form acceptable to both parties.
 5. Termination. Either party may terminate this MOU at any time if that party, in its sole discretion, determines that it is in the party's best interest to do so. In the event of material breach by a party, the non-defaulting party will give the party alleged to have committed a breach fifteen (15) days written notice in which to cure. If that party has not cured within such fifteen (15) day period, the non-breaching party may terminate this agreement and seek any remedies in law or equity that may be available to that party for a breach by the other party.
 6. Acknowledgement of Federal Funding. The source of funding for all payments made by HCDE pursuant to this MOU is federal funds from a U.S. Health and Human Services Head Start grant. College acknowledges that federal funds will be used to pay for all payments due under this MOU and that this MOU is subject to appropriation and approval of a Head Start Grant by the United States federal government. As such, if HCDE does not receive sufficient grant funding, either party may terminate this MOU without penalty or further obligation to the other party upon written notice.
 7. Relationship of the Parties. The parties acknowledge and agree that College is independent of HCDE and not an employee agent of or in a joint venture or legal partnership arrangement with HCDE and HCDE not an employee agent of or in a joint venture or legal partnership arrangement with the College. Nothing this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and College, HCDE and any of College's representatives, or the College and any of the HCDE representatives. Except as otherwise set forth herein, neither party may bind the other party to any third party obligations including those in contract.
 8. Forms. The Vendor Certification Forms attached hereto as Exhibit A and incorporated by reference in this MOU for all purposes.
 9. Access to Records. Both parties shall retain financial records, supporting documents, statistical records, and all other records pertinent to this MOU for a period of three years from the last day of the Term or as long as required under the Texas Records Retention laws except for the following:
 - a. If any litigation, dispute, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, dispute, or audit findings involving the records have been resolved and final action is taken.
 - b. Records for real property and equipment acquired with Federal funds shall be retained for three years after final disposition.
 - c. HHS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of HCDE or the College that are pertinent to this MOU, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to each respective party's applicable personnel for the purpose of interview and discussion related to such documents. The rights of access provided for in this MOU are not limited to the required retention period, but shall last as long as the records are retained.
 10. Compliance with Laws. Both parties agree to perform under this MOU in compliance with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to, Title 2 CFR Part 200, Title 2 CFR Part 215, Title 2 CFR Part 220, Title 2 CFR Part 225, Title 2 CFR Part 230, Title 45 CFR Part 74, Title 45 CFR Part 75, Title 45 CFR Part 92, and Title 45 CFR Part 93, FERPA; and the Texas Public Information Act, Chapter 552 of the Texas Government Code; the Texas Education Code; and all interpreting authorities and regulations of the foregoing. Either HCDE or College may object to disclosure of information and records under FERPA and/or the Texas Public Information Act. While in possession of FERPA records and data, only persons authorized to access FERPA-protected information of HCDE Head Start staff members enrolled in College classes will be granted access, in accordance with FERPA.

Attachment 1

11. No Waiver of Immunity. Neither HCDE nor College waives or relinquishes any immunity or defense entitled to either Party by law. This non-waiver of immunity extends to the trustees, officers, directors, employees, and agents of HCDE and College.
12. No Wavier. No waiver of a breach of any provision in this MOU shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
13. Notice. Any notice required to be given under the provisions of this MOU shall be in writing and shall be duly served when it shall be hand-delivered to the addresses set out below, or shall have been duly deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the Party at the following addresses:

To: HCDE

Harris County Department of Education
Attn: James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard
Houston, Texas 77022

cc: Sarah W. Langlois
Rogers, Morris & Grover, LLP
5718 Westheimer Road, Suite 1200
Houston, Texas 77057

To: College

San Jacinto Community College
Attn: Shawn Silman, Dean of Liberal Arts
5800 Uvalde Road, N-1.104
Houston, TX 77049

cc: Maureen Singleton
Thompson & Horton LLP
3200 Southwest Freeway, Suite 2000
Houston, Texas 77027

Any Party may designate a different address by giving the other Party ten (10) days prior written notice in the manner provided above.

14. No Assignment. No assignment of this MOU, or of any duty, obligation, performance, or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld.
15. Section Headings. The headings of sections contained in this MOU are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this MOU.
16. No Third-Party Beneficiaries. Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against either HCDE or College.
17. Severability. If any provision of this MOU shall be determined to be invalid or unenforceable, the remaining provisions of this MOU shall not be affected thereby, and every provision of this MOU shall remain in full force and effect and enforceable to the fullest extent permitted by law.
18. Rights Cumulative. The rights and remedies provided in this MOU are cumulative and not exhaustive and are in addition to any other rights and remedies the partners may have at law or otherwise.
19. Entire Agreement. This MOU and any valid amendments to the MOU constitute the entire and complete understanding of HCDE and College and may not be modified in any manner without the express written consent of both parties, as provided herein.
20. Counterparts; Electronic Transmission; Electronic Signatures. This MOU may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one document; provided each of the parties hereto executes at least one counterpart. A facsimile or other electronic signature to this MOU shall be sufficient to prove

Attachment 1

the execution hereby by any party. The parties consent to the attaching signatures to this document by electronic means and such signature shall be considered an original for purposes of execution.

[Signatures appear on the following page]

[Signature page for Memorandum of Understanding with an Effective Date of September 20, 2016]

In witness whereof, HCDE and College have executed this Agreement to be effective on the Effective Date:

San Jacinto Community College District

Harris County Department of Education

By: _____
Brenda Hellyer, Chancellor

By: _____
James Colbert, Jr.
County School Superintendent

**Action Item “XV
Regular Board Meeting August 15, 2016
Consideration of Approval of Pasadena Early College
High Schools Memorandum of Understanding**

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the Pasadena Early College High Schools Memorandum of Understanding (MOU). This MOU is an update to the agreement signed in 2013. This document is intended to apply to all current and subsequent Early College High Schools established by Pasadena Independent School District (PISD).

BACKGROUND

Pasadena Early College High School (PECHS) began in 2011 with its inaugural class of 9th grade students. PECHS has subsequently added new 9th grade classes each fall since that time. The school has now had two classes of graduating seniors, many of whom also completed Associate Degrees prior to high school graduation. The school operates as a “school within a school” model at Pasadena High School. Ninth and tenth graders enroll in dual credit courses taught by San Jacinto College faculty at the Pasadena High School facility. Eleventh and twelfth graders attend high school and college courses at San Jacinto College Central Campus.

IMPACT OF THIS ACTION

This action will continue the project with the addition of approximately 125 new 9th graders each fall. In addition, this MOU outlines the proposed addition of four new early college high schools in fall 2017. These new schools will continue to be offered as school-within-a-school models at Dobie, South Houston, Sam Rayburn, and Pasadena Memorial High Schools. The MOU outlines the collaborative agreement between the College and PISD for the operation of PECHS and the subsequent additional four ECHSs.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

PECHS tuition and fees are paid by Pasadena Independent School District with a 75% tuition and fee waiver granted by San Jacinto College for all dual credit coursework. The College will provide a 100% tuition waiver for current PECHS students enrolled in EDUC 1300 or PSYC 1300. This waiver will extend to the additional ECHSs when they open.

PISD will provide bus transportation to and from the San Jacinto College Central Campus for the ECHS students. San Jacinto College provides a dining facility available for the use of ECHS students, faculty, and/or staff.

MONITORING AND REPORTING TIMELINE

The parties will collaborate on the preparation and submission of reports to required state agencies and to the administration and governing boards of each organization.

**Action Item “XV
Regular Board Meeting August 15, 2016
Consideration of Approval of Pasadena Early College
High Schools Memorandum of Understanding**

ATTACHMENTS

Attachment 1 - Pasadena Early College High School Memorandum of Understanding

RESOURCE PERSONNEL

Pamela S. Campbell	281-991-2672	pamela.campbell@sjcd.edu
Nicole Barnes	713-754-8411	nicole.barnes@sjcd.edu

TWO
8/3/16

**MEMORANDUM OF UNDERSTANDING
PASADENA ISD EARLY COLLEGE HIGH SCHOOL PROGRAMS**

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 and political subdivision of the State of Texas, ("**SJCCD**") and the **Pasadena Independent School District**, a Texas public independent school district established by law and political subdivision of the State of Texas, ("**Pasadena ISD**") with an effective date of July 1, 2016 ("**Effective Date**"). Individually, SJCCD and Pasadena ISD are referred to herein as "**Party**" and collectively as "**Parties**."

RECITALS

WHEREAS, SJCCD and Pasadena ISD have established and desire to continue operation of early college high school programs referred to as **Pasadena ISD Early College High School Programs ("ECHS Programs")** as further described in this Agreement; and

WHEREAS, SJCCD and Pasadena ISD have established a desire to continue operation of an early college high school program referred to as **Pasadena Early College High School ("Pasadena ECHS")** as further described in this Agreement; and

WHEREAS, SJCCD and Pasadena ISD have established a desire to begin operation of four early college high school programs referred to as **Dobie Early College High School ("Dobie ECHS")**, **Pasadena Memorial Early College High School ("Pasadena Memorial ECHS")**, **Sam Rayburn Early College High School ("Sam Rayburn ECHS")**, and **South Houston Early College High School ("South Houston ECHS")** as further described in this Agreement; and

WHEREAS, the Parties have submitted and will submit a program application to the Texas Education Agency ("**TEA**") as required by and in accordance with Section 29.908 of the Texas Education Code and 19 Texas Administrative Code §§ 4.151-4.161; 4.81-4.85; and 102.1091; and

WHEREAS, upon approval from TEA, the ECHS Programs will continue operation under the terms and conditions set forth in this Agreement and any additional requirements imposed by TEA; and

WHEREAS, upon approval from TEA, the Dobie ECHS, Pasadena Memorial ECHS, Sam Rayburn ECHS, and South Houston ECHS will operate under the terms and conditions set forth in this Agreement and any additional requirements imposed by TEA.

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

AGREEMENT

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

2. **Background and Purpose, High School.** In 2011-2012, the Parties began serving approximately 60 9th grade students at the Pasadena ECHS. Applicable Law (as hereinafter defined) permits a public school district and public college to collaborate to provide concurrent enrollment for academic dual credit consisting of a course of study combining high school courses and college-level courses during grades 9 through 12 for students who are at risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code) or who wish to accelerate completion of the high school program. The purpose of this Agreement is to establish the rights and obligations of the Parties with respect to the operation of the ECHS Program, which consists of a four-year highly rigorous high school program with early college component (“**ECHS Program**”) that complies with all Applicable Law. The ECHS Programs will operate within comprehensive high schools while providing small school environments with a highly rigorous program of study and support programs that enable participating students to achieve the Foundation High School Program with an Endorsement and Distinguished Level of Achievement with Performance Acknowledgement. Students graduating in 2017 will be able to achieve Recommended High School Program or Distinguished Achievement Program.

3. **Background and Purpose, College.** The ECHS Programs will provide a course of study that enables participating students to complete the Texas Higher Education Coordinating Board (**THECB**) core curriculum (as defined by the Texas Administrative Code (TAC) §4.28) or an associate’s degree or at least 60 credit hours toward a baccalaureate degree during grades 9-12 by the fifth anniversary of the student’s first day of high school. Additionally, the ECHS Programs will provide advanced academic opportunities including college and career counseling and may provide service learning, and workplace internships. Each ECHS Program will continue to phase in approximately 100-125 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 500 students. The 9th and 10th grade ECHS students will attend classes at their respective high schools and the 11th and 12th grade students will attend classes at SJCCD’s Central or South campuses.

4. **Applicable Law.** The Parties agree to operate the ECHS Programs in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“**FERPA**”); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) applicable provisions of the Texas Penal Code and Texas Family Code; (f) State record retention laws; (g) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (h) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook (“**Attendance Handbook**”) and the Financial Accountability System Resource Guide; and (i) Texas Higher Education Coordinating Board (“**THECB**”) guidelines and requirements, including, without limitation, course conformity in

accordance with the Lower Division Academic Course Guide Manual (“ACGM”) and the Workforce Education Course Manual (“WECM”). The Parties agree to and shall cause the Advisory Board and Collaborative Committee to operate the ECHS Programs in compliance with applicable SJCCD and Pasadena ISD board policies and procedure and policies and procedures that may be agreed upon by the Parties and approved for the ECHS Programs. For employees working at SJCCD, SJCCD will monitor and oversee its employees as well as ECHS Program personnel to ensure that they follow SJCCD’s operating procedures and policies for working and conducting business at SJCCD. The Parties agree to comply with all assurances in the ECHS Program application submitted to TEA and any additional requirements for the ECHS Program adopted by the THECB. The foregoing as set forth in this Section 3 and Section 4 and any other laws, rules, and guidelines applicable to the subject matter of this Agreement collectively shall be referred to as “**Applicable Law**” or “**Applicable Laws**” when used herein.

5. **Term.** Subject to approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, the term of this Agreement shall commence on the Effective Date (“**Commencement Date**”) and shall continue until terminated by the parties as provided in section 18 (“**Expiration Date**”). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party’s signing the Agreement is approval of the Agreement by that Party’s governing board.

6. **Governance.**

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

b. **ECHS Program Liaisons.** The ECHS Programs will be managed on a daily basis by the Pasadena ISD Early College High School District Coordinator (“**ECHS Coordinator**”), who shall be a Pasadena ISD employee, and will serve as liaison for the ECHS Programs. SJCCD will provide a representative to participate in the process of hiring the ECHS Coordinator. Pasadena ISD will provide a representative to participate in the process of hiring the SJCCD Dual Credit Directors, who shall be SJCCD employees. SJCCD shall designate the person to serve as liaison with Pasadena ISD (“**SJCCD Liaison**”) as it relates to the ECHS Programs. The SJCCD Liaison will cooperate with and facilitate communication between the Pasadena ISD and SJCCD. The SJCCD Liaison will meet with the ECHS Coordinator and other representatives as may be needed to support the ECHS Programs.

7. **ECHS Program Organization.**

a. **Policies and Procedures.** Except for building use policies of the entity on whose campus the ECHS Program is in operation for that cohort of students and as may be otherwise set forth in this Agreement or required by Applicable Law, the policies and procedures relating to the high school portion of the ECHS Programs shall be governed by the Pasadena ISD policies and regulations, including the Pasadena ISD Board Policy Manual, Employee Handbook, and Student Handbook. All policies relating to the college courses and college services portion of

the ECHS Programs shall be governed by the SJCCD policies and procedures, including the SJCCD Code of Student Conduct, regardless of the location of the infraction.

b. ECHS Program Advisory Council. An advisory council (“**Advisory Council**”) comprised of representatives from the SJCCD, Pasadena ISD, community/business partner(s), a parent representative, and a student representative will meet on a biannual and/or as needed basis in order to facilitate communication, evaluate instructional and programmatic activities, identify issues and challenges, make recommendations, and enhance collaboration to ensure implementation of the ECHS Programs in accordance with this Agreement, Applicable Law, and expectations of the Parties for the ECHS Programs. Members of the Advisory Council will include the Pasadena ISD Superintendent of Schools, Deputy Superintendent of Academic Achievement, Associate Superintendents for Campus Development, Executive Director of Curriculum and Instruction, Director of College Readiness and Counseling, ECHS Coordinator, high school principals, ECHS Deans (“**Deans**”), and ECHS Counselors. Members of the Advisory Council from SJCCD will include the Associate Vice Chancellor for Student Success Partnerships, Provosts (Central and South Campuses), applicable deans and department chairs, and Dual Credit Directors (Central and South Campuses). The parent representative, student representative, and Community/Business Partner(s) will be agreed upon by Pasadena ISD and SJCCD. The parent and student representatives to the Advisory Council will be elected following the first parent-student meeting of the year through an onsite nomination/election process. The term of office for the parent and student representatives will be one year. Student representatives will be afforded the opportunity to address the Advisory Council during each council meeting. Representatives of the Advisory Council are subject to change as advised and agreed upon by the existing Advisory Council members. During the Term, the Advisory Council will conduct an annual review of this Agreement for the purpose of program evaluation and recommendation of proposed changes based on ECHS Program needs. Specifically, the Advisory Council will meet in order to:

- i. Develop and implement academic and professional policy as related to the ECHS Programs;
- ii. Develop and implement budgets and financial policy as related to the ECHS Programs;
- iii. Supervise annual evaluation and effectiveness of the ECHS Programs;
- iv. Ensure adherence to Applicable Laws that affect the safety and well-being of students enrolled in the ECHS Programs; and
- v. Review the Agreement, articulation agreements, and suggest revisions on an annual basis or as needed.

c. ECHS Program Collaborative Committee. Each ECHS Program will also establish a collaborative committee (“**Collaborative Committee**”), chaired by the ECHS Program Dean. The Collaborative Committee will meet at least every six weeks to review ECHS Program progress, discuss implementation issues, and make recommendations regarding policies, practices,

and procedures to improve the ECHS Program. Members of the Collaborative Committee will consist of the Dean, the high school Principal, the ECHS Counselor, the ECHS Coordinator, and the SJCCD Dual Credit Director.

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

9. **ECHS Program Facilities.**

a. **Pasadena ISD Facilities.** The 9th and 10th grade portions of the ECHS Programs will be located in dedicated spaces at the Pasadena ISD high school campuses (“**ECHS Program Facilities**”) and will serve as small learning communities. The ECHS Program Facilities include core learning classrooms and a computer lab, as well as administrative and student support areas. As the number of students increase, Pasadena ISD will provide additional space to meet these needs and maintain the goal of creating a college culture that is separate from the remainder of the comprehensive high school student body. Pasadena ISD will provide office space at the ECHS Program Facility as needed for ECHS Program faculty and SJCCD instructors involved in the ECHS Program. In addition to the designated ECHS Program Facility at each high school, ECHS Program students will have access and use of the main high school libraries, cafeterias, college rooms, and extra-curricular activity areas as needed and appropriate. Pasadena ISD shall be responsible for maintenance and operations at each high school including the ECHS Program Facility.

b. **SJCCD Academic and Administrative Facilities.** For the 11th and 12th grade portion of the Program, and according to the degree plan, ECHS Program students will attend classes at the appropriate SJCCD Campus (“**SJCCD ECHS Facility**”). As the number of students increase, the SJCCD Facility will provide sufficient administrative and faculty offices, student classrooms, and student support areas. SJCCD will provide office furniture, computers, printers, data and internet connection, and telephones in the offices of the SJCCD ECHS Facilities. SJCCD shall be responsible for maintenance and operations at SJCCD Campuses including the SJCCD ECHS Facilities.

c. Food Service at SJCCD. SJCCD will allow Pasadena ISD to use furniture and food service area to meet Pasadena ISD food service requirements. Pasadena ISD shall be responsible for Pasadena ISD Food Service Personnel and for all food prepared and served by their personnel to ECHS Program students at the SJCCD ECHS Facilities. Pasadena ISD is responsible for meeting all federal and state regulations for providing food services to ECHS Program students including those students qualifying for the free and reduced meal program. Pasadena ISD shall be responsible for any property damage to the SJCCD food service equipment caused by the Pasadena ISD personnel at the SJCCD food service areas. SJCCD will provide designated and secure areas for Pasadena ISD Food Service Personnel to safely lock money collected from students. However, SJCCD assumes no liability for lost or stolen money. Pasadena ISD will assume responsibility for arranging appropriate security for transporting the monies from safes at the SJCCD ECHS Facilities to Pasadena ISD administration building following Pasadena ISD policy, procedures, and guidelines.

d. Other SJCCD Accessibility. Subject to availability and SJCCD building use and other applicable policies and procedures, SJCCD will provide to students and employees of the ECHS Programs reasonable access to all Central and South Campus buildings, including the student center, for meetings, socialization, and cultural events sponsored by and/or associated with the ECHS Programs. Access for facilities, services, and resources will be addressed by the Collaborative Committees for each ECHS and appropriate SJCCD Dual Credit Offices.

e. Student Identification. ECHS Program students will have both a Pasadena ISD and SJCCD Identification Card which will give them access to the ECHS Program Facilities, the SJCCD ECHS Facilities, and resources available to all students enrolled at these institutions. The SJCCD students will be expected to carry both identification cards on their person at all times.

10. ECHS Program Faculty.

a. Faculty for High School Courses. To teach high school level courses in the ECHS Programs, Pasadena ISD instructors must meet certification requirements in their subject area to teach in the State of Texas. ECHS Program instructors teaching high school level courses will be selected based on the ECHS teacher job description and Pasadena ISD interview process and hiring practices. ECHS Program instructors teaching high school courses will be Pasadena ISD employees and will be supervised by Pasadena ISD. Pasadena ISD employees assigned to the ECHS Program will be evaluated by Pasadena ISD according to Applicable Law, Pasadena ISD policies and procedures, and criteria established by any teacher appraisal system adopted by Pasadena ISD.

b. Faculty for College Courses. Instructors teaching college courses must be employed SJCCD faculty members. Instructors must meet the SACSCOC standards for faculty credentials as outlined in the SACSCOC Faculty Credential Guidelines (see Appendix A). SJCCD shall select its instructors who teach the college courses in which ECHS Program students are enrolled based upon their previous experience and success in teaching freshman courses, developmental and accelerated courses, and dual-enrollment courses. SJCCD shall supervise and

evaluate its instructors who teach college courses in which ECHS Program students are enrolled, in accordance with SJCCD performance management policies and procedures.

c. Pasadena ISD Employees as SJCCD Adjunct Faculty. As needed and to the extent permitted by Applicable Law, ECHS Program faculty who are Pasadena ISD employees and meet the requirements necessary to teach college level courses may apply for adjunct instructor status from SJCCD during their assignment. Those faculty who qualify and are hired as adjunct professors will adhere to the SJCCD syllabus associated with their respective disciplines and will be entitled to the services provided by SJCCD to other adjunct instructor faculty.

d. Compensation of Faculty Instructor Program Stipends. 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 ECHS Programs. Pasadena ISD faculty functioning as college professors as part of the instructional day will be paid by Pasadena ISD. SJCCD will remit to Pasadena ISD the corresponding adjunct instructor hourly rate for all classes taught during Pasadena ISD's instructional day.

e. Professional Development. Pasadena ISD and SJCCD have a history of cooperation in staff development to support P-16 initiatives to ensure student success throughout all academic transitions and institutions. The collaboration to create the ECHS Program builds on that history of cooperation. In addition to common planning time during the day, SJCCD and Pasadena ISD will provide time for the ECHS Program teachers, whether teaching high school courses or college courses, to collaboratively create and implement a rigorous academic program. To ensure alignment, Pasadena ISD teachers assigned to the ECHS Programs will have the opportunity to meet with SJCCD faculty and observe instruction of college courses in preparation for teaching prerequisite courses not offered at SJCCD, and likewise, SJCCD instructors will have the opportunity to visit ECHS Program classrooms taught by Pasadena ISD faculty to support college level rigor in prerequisite classes taught at the ECHS Programs. Professional development for cross-over learning and collaboration will be planned and implemented by the ECHS Coordinator and the SJCCD Liaison. Both SJCCD and Pasadena ISD will share in the responsibility of assisting parents in preparing students for a "college going" and "college ready" culture. Additionally, each Party shall provide other professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Pasadena ISD and SJCCD will provide awareness opportunities to both high school and college instructors regarding the unique needs of high school students taking college courses.

11. Student Recruitment and Selection.

a. Recruitment Efforts. To secure the broadest applicant pool possible, each of the Parties will participate in a recruitment effort for the ECHS Programs by focusing on qualified eighth grade students residing in the Pasadena ISD attendance zones in the Fall of each year. This recruitment process will include:

i. The distribution of recruitment/admission packets to all 8th grade students residing in the Pasadena ISD attendance zones;

ii. Meetings with all 7th- 8th grade counselors and faculty members at Pasadena ISD intermediate schools to discuss the ECHS Programs and answer questions;

iii. Student/parent meetings that will be held on intermediate school and high school campuses that explain the opportunities and commitment required of ECHS Program students; and

iv. Development of recruitment and admission information presented in a bilingual mode to the extent possible.

b. Admission Policies. Admission to ECHS Programs will be limited to students who are enrolled in Pasadena ISD. The Pasadena ISD and SJCCD recruitment teams will focus on at-risk students, historically underserved student populations, and first generation college students. Additionally, Pasadena ISD shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code. Students will be required to complete applications for both ECHS Programs and SJCCD. Students must meet established SJCCD course requirements prior to enrollment. Each Party will assist families as they complete initial application and enrollment in the respective organizations' processes. SJCCD will assist with registration for all students who are qualified to enroll in SJCCD courses.

c. Student Enrollment. All ECHS Program students will take the college placement exams as required by Applicable Law and meet the minimum score requirements as determined by SJCCD in order to enroll in college courses. ECHS Program students must demonstrate college readiness as outlined in 19 Texas Administrative Code § 4.54 (Texas Success Initiative). The ECHS Program counselors and SJCCD Dual Credit Directors will work to ensure students receive pertinent information regarding higher education. SJCCD will complete registration for all ECHS Program students. Pasadena ISD is a designated testing site for the college entrance exams selected by SJCCD and will facilitate initial and subsequent administrations of these assessments for students. However, Pasadena ISD will transport students to SJCCD for administration of the selected college entrance exams as needed at no cost to students.

d. Transportation. In order to facilitate participation by the target population defined for the ECHS Programs, Pasadena ISD will provide transportation of the ECHS Program students to and from the PISD zoned high schools and the SJCCD ECHS Facilities. Transportation will be provided in accordance with Pasadena ISD policy for all required school days based on both instructional calendars of SJCCD and Pasadena ISD.

12. Academic Pathways

a. Courses of Study and Curriculum Alignment. The SJCCD Liaison and ECHS Coordinator will be responsible for working with ECHS Program faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. Pasadena ISD and SJCCD will develop an articulated four year course of study plan (grades 9-12) that meets the requirements of Applicable Law, enables participating students to:

i. Achieve the Foundation High School Program with an Endorsement and Distinguished Level of Achievement with Performance Acknowledgement (students graduating in 2017 will be able to achieve Recommended High School Program or Distinguished Achievement Program); and

ii. Complete the Texas Higher Education Coordinating Board (**THECB**) core curriculum (as defined by the Texas Administrative Code (TAC) §4.28), or an associate's degree, or at least 60 credit hours toward a baccalaureate degree within four years of entering high school; and

iii. Experience a seamless transition from grade level to grade level, moving from a schedule consisting of primarily high school courses in grades 9 and 10 to a focus on full time college courses during grades 11 and 12; and

iv. Experience high levels of rigor, acceleration, and support through both high school and college courses.

b. Course Compliance; Course Requirements; Monitoring. SJCCD and Pasadena ISD will seek full designation as Early College High School programs from TEA and THECB. Pasadena ISD shall be responsible for ensuring that high school curriculum courses meet the requirements of the Texas Essential Knowledge and Skills (or successor TEA requirements) and that ECHS Program students meet all high school graduation requirements, while earning college credit. Pasadena ISD will be responsible for monitoring and ensuring the quality of instruction for solely high school credit courses offered at the ECHS Programs. ECHS Program students must meet the prerequisites for the college course in which they plan to enroll. SJCCD will assess each student for readiness to engage in any college course. Based on such assessment, the SJCCD Liaison and the ECHS Deans will determine what forms of assistance and remediation may be needed by a student prior to the student's enrollment in a given college course. SJCCD is responsible for involving credentialed teaching faculty in the process of selecting and implementing college courses. SJCCD department chairs will monitor the quality of instruction in order to assure compliance with Applicable Law and this Agreement. College courses will consist of curricula materials, instructional activities, method, rigor, and evaluation of student performance as required by SJCCD and Applicable Law for SJCCD non-Program students. College academic courses shall be identified in the current edition of ACGM adopted by the THECB. College workforce education courses shall be identified in the current edition of the WECM adopted by the THECB. SJCCD will ensure that college course goals and standards are understood. The SJCCD, Pasadena ISD, and Pasadena ISD personnel will develop and refine a clear and coherent academic program across institutions.

c. High School Diploma and Degree. Within this framework, students may be able to earn the Foundation High School Program with an Endorsement and Distinguished Level of Achievement with Performance Acknowledgement (students graduating in 2017 will be able to achieve Recommended High School Program or Distinguished Achievement Program) and complete the Texas Higher Education Coordinating Board (**THECB**) core curriculum (as defined by the Texas Administrative Code (TAC) §4.28), or an associate's degree, or at least 60 credit

hours toward a baccalaureate degree within four years of entering high school. Students will be encouraged to pursue a basic associate degree course of study as an Associate of Arts or Associate of Science. SJCCD will give credit for courses that are at a higher level than taught by the high school; that have been evaluated and approved by the SJCCD curriculum approval process and for which Course Articulation Agreements have been approved. Professional / career certification opportunities will be evaluated by the ECHS Coordinator and the SJCCD Liaison.

d. Instructional Materials. Pasadena ISD will provide all course materials, including, textbooks, syllabi, course packets, and other materials needed for enrollment in classes for high school graduation credit at no cost to the student. Pasadena ISD and SJCCD will recommend at least a three year textbook adoption agreement for college textbooks. The funding of materials is addressed in Section 15.c. of this Agreement.

13. Students

a. Student Composition of Classes. ECHS Program students enrolled in SJCCD college courses at the SJCCD ECHS Facilities may attend classes composed of only ECHS Program students or may attend classes with regular SJCCD students enrolled in that college course.

b. Academic Policies. The academic policies of Pasadena ISD shall apply to all students enrolled in the ECHS Program. The academic policies of SJCCD shall apply to ECHS Program students as to college courses. Upon entry into the ECHS Program, students will be made aware of all policies to which they are subject.

c. Student Conduct. ECHS Program students are required to adhere to Pasadena ISD Board policies, procedures, and regulations of the Pasadena ISD Handbook, including the Student Code of Conduct, while at the ECHS Program Facilities, either on the high school campus or on the SJCCD campus, or any ECHS Program sponsored off-campus activity. ECHS Program students are required to adhere to the SJCCD policies, procedures, and regulations of the SJCCD Code of Student Conduct while at the SJCCD ECHS Facilities and any SJCCD sponsored off-campus activity that is available to ECHS Program students. The failure of any ECHS Program student to comply with the policies, procedures, and regulations of either Party will be subject to the appropriate action taken by Pasadena ISD and SJCCD, where appropriate, including suspension and dismissal from the ECHS Program. All disciplinary action, including, suspension and dismissal from the ECHS Program shall be in conformity with the codes of student conduct of the Parties. In the event of a conflict between the policies of Pasadena ISD and SJCCD, the Parties will collaborate to resolve the conflict.

d. Safety.

i. Accidents/Emergency Incidents If any ECHS Program student, instructor, or administrator should experience an accident, sudden illness or commit a law violating behavior while at the ECHS Facilities not on SJCCD property, the response to such incidents will be based on Pasadena ISD policies, procedures, regulations, and guidelines. If any ECHS Program student, instructor, or administrator should experience an accident, sudden illness, or commit a law

violating behavior while at the SJCCD ECHS Facilities, the response to such incidents will be based on SJCCD policies, procedures, regulations, and guidelines. Accordingly, while at an ECHS Facility not on college property, the policies and procedures for building use, emergency response, and safety of Pasadena ISD shall apply and while at an SJCCD ECHS Facility, the policies and procedures for building use, emergency response, and safety of SJCCD shall apply.

ii. Visitor Check-in. As small learning communities within the comprehensive high school campuses, all ECHS Program visitors and guests to the ECHS Program Facilities will be required to check-in through the main reception area and obtain a visitor pass including a safety check through the Raptor system. Additionally, the Pasadena ISD Police Department will have designated appropriate law enforcement to provide security to the comprehensive high schools, including ECHS Programs.

iii. Background Checks; Criminal History. All ECHS Program personnel and SJCCD Instructors teaching at the ECHS Program Facilities will be required to go through a background check as per Pasadena ISD policy and procedures. In accordance with state mandated requirements, a criminal history check will be conducted for all persons who have regular contact with students, including all faculty, Pasadena ISD personnel, and SJCCD personnel who will be having continual responsibilities with students located at the ECHS Program Facilities. Pasadena ISD will be responsible for ensuring that all ECHS Program staff follows Pasadena ISD policies and procedures for this background check. The Pasadena ISD Human Resources Department shall be responsible for completion of the required criminal history check for all Pasadena ISD employees. SJCCD accepts this responsibility, coordinated by the SJCCD Liaison, for all SJCCD employees and college tutors serving students of the ECHS Programs. SJCCD will ensure that SJCCD Instructors and personnel working at the ECHS Program Facilities meet the requirements and follow the Pasadena ISD policies and procedures for the background check.

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

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

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

g. Grading Periods and Policies; Transcribing. The ECHS Programs will follow the grading policies established by Pasadena ISD for high school and dual credit courses entered on an ECHS Program's student's official Pasadena ISD transcript. SJCCD will follow grading policies established by SJCCD for dual credit college courses entered on an ECHS Program's student's official SJCCD transcript. For college courses, both high school and college credit shall be transcribed immediately upon a student's completion of the performance required in the course. SJCCD will report a letter or numerical grade based on the SJCCD grading scale to Pasadena ISD, which may adapt the grade as required to conform to Pasadena ISD policies and procedures. SJCCD will provide approximate mid-term grade averages in addition to semester grades.

h. Student Assessment. All ECHS Program students are required to participate in required state, national and federal assessments, which will be administered by the ECHS Program staff. SJCCD agrees to make accommodations in course scheduling and attendance so that ECHS Program students are not penalized in their college credit courses for their participation in the required state, national and federal assessments.

i. Student Records. In accordance with Applicable Law, Pasadena ISD will maintain student records pertaining to ECHS Programs and provide SJCCD copies of the grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for SJCCD to perform its obligations under this Agreement. Both Parties will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the ECHS Program students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

j. Student Support Services.

i. Communication and Planning. The ECHS Coordinator and SJCCD liaison will identify and develop procedures for collecting and sharing data between the Parties on a continuous basis in order to evaluate program effectiveness. The Advisory Council will also meet to discuss the data and focus on strategies for supporting student success. Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed.

ii. Bridge Program. All incoming ECHS Program students will begin preparing for success by participating in a mandatory bridge program, which will provide an intensive focus in core subject areas based on individualized student need, college entrance exam preparation, and introductory college readiness skills ("**Bridge Program**"). The Bridge Program builds the foundational academic and study skills needed for student success in rigorous college level courses. In addition to serving incoming 9th grade students, the ECHS Program Bridge

Program will also support students in meeting TSI testing requirements and preparing for transition to the SJCCD campus in 11th/12th grade.

iii. Mentoring. At SJCCD, students will receive support through supplemental instruction, SJCCD tutors, and/or additional sources identified. Support will be provided through a SJCCD tutor that travels to the comprehensive high schools to support 9th and 10th grade college courses. Students in 11th and 12th grade will have access to on-campus and online student support services and tutoring support offered by SJCCD as needed.

iv. Counseling and Academic Support. To ensure academic success, the Parties will provide counseling and academic support services, as needed. Pasadena ISD will assign a specific counselor to each ECHS Program who will provide academic and counseling support to the ECHS Program students and their parents and work with the appropriate SJCCD Dual Credit Director in the areas of test preparation, remediation, and the development of an integrated support system for ECHS Program students across the two institutions. The ECHS Program counselors and Dual Credit Directors will work to ensure students receive pertinent information regarding higher education, FAFSA, financial assistance, and assistance waivers for tuition and fees. The ECHS Program counselors and SJCCD Dual Credit Directors will collaboratively develop and implement academic support services within the Program of study. The dual credit office staff will provide academic and career counseling to support the ECHS Program students. SJCCD will provide tutorial support to ECHS Program students through the Student Success Center on each SJCCD campus and will provide academic support to ECHS Program students attending classes at the SJCCD ECHS Facility at a level commensurate with the academic support provided to other SJCCD students. The SJCCD Dual Credit Directors will inform the ECHS Program administration of students with excessive absences and academic concerns in college courses prior to the end of a semester to provide for intervention for success on an ongoing and continuous basis. All ECHS Program students will be taught AVID college readiness strategies. AVID methodologies support the acquisition of college readiness skills and development of a college going culture. Through the use of AVID resources and strategies, students will cultivate academic behaviors critical for college success including organization, time management, note-taking structures, and individual and peer study skills. Students also will build “college knowledge” by learning about topics such as the college admission process and requirements, grade point averages, transcripts, degree plans, class registration, and college grading practices. The ECHS Program staff will consist of AVID trained teachers, who are 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 Pasadena ISD and the SJCCD educational planner.

v. Outreach to Parents and Community. As an additional means of creating the college culture at the ECHS Programs, the ECHS Program staff will provide information and support to the parents and the community. The ECHS Program staff will host college focused activities for students, parents, and community members in order to foster the growth of college and career awareness for all stakeholders. Examples of the activities offered may include, but are not limited to, college and career fairs, college major night, college field trips, parent organizations, open house, parent and community newsletters, and parent workshop series

aimed at developing “college knowledge.” All parent and community outreach activities will be offered in English and Spanish, to the extent possible, in order to serve the language needs of the community.

14. **Program Evaluation; Reporting.** The ECHS Program Advisory Council will evaluate the effectiveness of the ECHS Programs each academic year. The results of the evaluation will be reported at the end of each academic year. The Parties will collaborate to ensure that this evaluation satisfies all Applicable Law for the evaluation of K-12 schools, in addition to any other evaluative guidelines established for the ECHS Programs. An annual report and other reports, as required, will be prepared and submitted to TEA on the progress of the ECHS Programs under its purview. The Parties will cooperate on the preparation and submission of the annual and other reports on the progress of the ECHS Programs to be submitted to TEA and as may be required by THECB. The report will be provided to both SJCCD and Pasadena ISD, and others as deemed appropriate.

15. **Fiscal Matters.**

a. **Rules for Charging Students.** Students enrolled in the ECHS Programs will not be charged for costs associated with the ECHS Programs for tuition and fees or textbooks for first time enrollment in college courses, repeating a course due to failure, administration of college placement exams, or fees required by SJCCD for other students enrolled in SJCCD. Students who are repeating a course or choose to accelerate their schedule by enrolling in courses during the summer are responsible for all associated tuition and course fees. The Parties’ respective obligations for covering or waiving fees and costs are set forth in Sections 15(b) through 15(d).

b. **Tuition and Fees.** During the Term, SJCCD will waive seventy-five percent (75%) of the tuition and fees for all ECHS Program students enrolled in college-credit courses for dual credit. Pasadena ISD will pay to SJCCD twenty-five percent (25%) of the tuition and fees associated with the college courses and will provide textbooks, instructional materials, or any costs associated with enrollment for current ECHS students enrolled in college courses at SJCCD. Notwithstanding the foregoing, SJCCD will waive 100% of the tuition for ECHS Program students enrolled in EDUC 1300 or PSYC 1300 courses.

c. **Textbooks and Instructional Materials.** Pasadena ISD will apply to the Texas Education Agency for textbook waivers for college instructional materials. If the applications for textbook waivers are not successful, Pasadena ISD will assume responsibility of providing college texts and supplemental materials required for classes to the ECHS Program students. Pasadena ISD will provide all course materials, including, textbooks, syllabi, course packets, and other materials needed for enrollment in classes for high school graduation credit at no cost to the student. Pasadena ISD and SJCCD will agree to at least a three year textbook adoption agreement for college textbooks.

d. **Fund Sources.** Each Party is entitled to receive state funding based on current funding rules of TEA and THECB. Using local funds, Pasadena ISD is responsible for and will support the ECHS Programs’ day-to-day operational, instructional, and administrative costs, including administrative and staff salaries and benefits for ECHS Program Deans,

Counselors, and any other Pasadena ISD employees assigned to the ECHS Programs; transportation costs; professional development costs; and other school related expenditures. Except as otherwise set forth herein, Pasadena ISD is responsible for all costs associated with the ECHS Program Facilities and SJCCD is responsible for all costs associated with the SJCCD ECHS Facility. Pasadena ISD will address any funding requirements for future technology needs of the ECHS Programs. SJCCD has agreed to provide administrative, instructional, and support services as set forth in this Agreement, as well as 75% tuition waiver (or 100% for the two courses listed in Section 15(b)).

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

f. Fiscal Agent. Pasadena ISD will act as the fiscal agent for the purposes of this Agreement. Under this arrangement, the Pasadena ISD will be the recipient of ECHS Programs funds and will be acting as the intermediary for the ECHS Programs.

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

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

18. Termination of the Agreement.

a. Termination for Cause. Either Party may terminate this Agreement due to the default of the other Party. An event of default shall be deemed to have occurred if a Party commits a material breach of any provision of this Agreement. In the event of default, the non-breaching Party shall provide written notice to the other Party of the breach specifying the provision claimed to be breached. Except in the event of a default that threatens the health or safety of students in which the non-breaching Party may terminate this Agreement immediately,

the breaching Party shall have thirty (30) days to cure such default. If the breaching Party fails to cure the breach within such 30-day time period, the non-breaching Party may terminate this Agreement upon written notice to the other Party and shall be entitled to any remedies available in equity or law for such breach.

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

c. Termination Due to Change in Applicable Law. Subject to Section 15(e), either or both Parties may terminate this Agreement in the event that TEA fails to approve the ECHS Program for the next school year or that a change in Applicable Law poses a hardship on either Party in its performance under this Agreement or makes the obligations of either Party untenable. Termination for a change in Applicable Law or failure to receive Program approval shall occur at the end of the then current contract year or earlier as may be agreed by the Parties.

d. Effect of Termination. Should SJCCD or Pasadena ISD terminate their participation in the ECHS Programs they will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

e. Discontinuance of ECHS Programs. Pasadena ISD and SJCCD agree to comply with the requirements of Applicable Law for discontinuing operations of ECHS Programs. During the teach-out period transitioning from full operation to the discontinued program, SJCCD and Pasadena ISD will continue to meet all of the required elements of an early college high school program and provide full support for all students enrolled in ECHS Programs. During the teach-out period, no new or additional students will be enrolled in ECHS Programs in grades that have been phased out. If ECHS Programs have only ninth and/or ninth and tenth grade cohorts, the ECHS Programs will be closed down at the end of the school year in which the decision is made to discontinue operations. If ECHS Programs have 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.

19. Miscellaneous Provisions.

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

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

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

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

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

f. No Waiver of Immunity. The execution of this Agreement and the performance of either Party of any of its obligations hereunder are not, and are not intended to waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to both Parties and its trustees, officers, employees, or agents under federal or Texas Law

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

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

If to Pasadena ISD: Superintendent of Schools
1515 Cherrybrook Lane
Pasadena, Texas 77502
Telephone: 713-740-0000
Facsimile: 713-740-4170

With a copy to: Deputy Superintendent of Academic Achievement
1515 Cherrybrook Lane
Pasadena, Texas 77502
Telephone: 713-740-0000
Facsimile: 713-740-4170

If to SJCCD: Chancellor
4624 Fairmont Parkway, Suite 200
Pasadena, Texas 77504
Telephone: 281-998-6100
Facsimile: 281-998-6324

With a copy to: Director of Contracts and Purchasing Services
4620 Fairmont Parkway
Pasadena, Texas 77504
Telephone: 281-998-6103
Facsimile: 281-998-6322

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

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

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

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

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

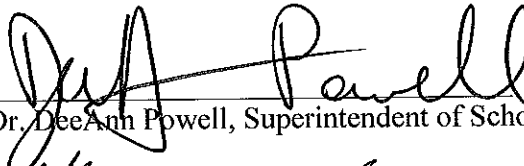
IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the Effective Date of July 1, 2016:

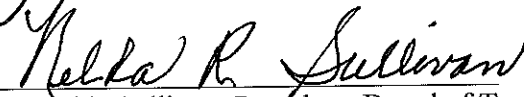
SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Brenda Hellyer, Chancellor

By: _____
Mr. Dan Mims, Chairman, Board of Trustees

PASADENA INDEPENDENT SCHOOL DISTRICT

By:  _____
Dr. DeeAnn Powell, Superintendent of Schools

By:  _____
Mrs. Nelda Sullivan, President, Board of Trustees



*Southern Association of Colleges and Schools
Commission on Colleges
1866 Southern Lane
Decatur, Georgia 30033-4097*

FACULTY CREDENTIALS

- Guidelines -

Comprehensive Standard 3.7.1 of the *Principles of Accreditation* reads as follows:

The institution employs competent faculty members qualified to accomplish the mission and goals of the institution. When determining acceptable qualifications of its faculty, an institution gives primary consideration to the highest earned degree in the discipline. The institution also considers competence, effectiveness, and capacity, including, as appropriate, undergraduate and graduate degrees, related work experiences in the field, professional licensure and certifications, honors and awards, continuous documented excellence in teaching, or other demonstrated competencies and achievements that contribute to effective teaching and student learning outcomes. For all cases, the institution is responsible for justifying and documenting the qualifications of its faculty.

When an institution defines faculty qualifications using faculty credentials, institutions should use the following as credential guidelines:

- a. Faculty teaching general education courses at the undergraduate level: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- b. Faculty teaching associate degree courses designed for transfer to a baccalaureate degree: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- c. Faculty teaching associate degree courses not designed for transfer to the baccalaureate degree: bachelor's degree in the teaching discipline, or associate's degree and demonstrated competencies in the teaching discipline.
- d. Faculty teaching baccalaureate courses: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (minimum of 18 graduate semester hours in the teaching discipline).
- e. Faculty teaching graduate and post-baccalaureate course work: earned doctorate/terminal degree in the teaching discipline or a related discipline.
- f. Graduate teaching assistants: master's in the teaching discipline or 18 graduate semester hours in the teaching discipline, direct supervision by a faculty member experienced in the teaching discipline, regular in-service training, and planned and periodic evaluations.

Approved: College Delegate Assembly, December 2006

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the proposed 2016-2017 budget for the San Jacinto Community College District which consists of a balanced Unrestricted Operating Revenue budget of \$163,573,288 of revenues and expenses. The total budget also includes depreciation expense of \$20,351,251 and a balanced Restricted Funds budget of \$100,493,221.

BACKGROUND

The proposed unrestricted budget provides operating funds for 2016-2017 (FY17). Conservative projections have been utilized for revenues and are therefore considered reasonably attainable.

Highlights of the major categories of budgeted revenue include:

- Appropriations from the State of Texas to support instruction are the same as the prior year. This is the second year of the 2016-2017 biennium.
- The budget anticipates that the combined ad valorem or property tax rate will be adopted at a similar maintenance tax rate as the prior year, and the debt service tax rate will increase as a result of the issuance in spring 2016 of \$150 million of voter approved debt. The taxable value is projected to increase by 3.21 percent based on Harris County Appraisal District estimates. Final decisions on tax calculations and rates will be determined once the certified tax rolls for tax year 2016 are available which is anticipated to be available in late August 2016. Tax rate and revenue calculations will be subject to final truth-in-taxation rate calculations and limitations. The FY17 budget anticipates an approximate \$4.0 million increase in maintenance and operations property tax revenue as compared to FY16. The debt service property tax revenue is estimated at \$27,502,805 for FY17 which is \$4.6 million higher than the prior year debt service requirements. The outstanding balance of unissued voter authorized debt is \$275 million with the next debt issuance currently anticipated in 2018.
- Budgeted net tuition and fee revenue is projected higher for FY17 by approximately \$2.1 million as compared to FY16 budget. The components of the budgeted increase are as follows:
 - A net decrease of \$0.6 million due to the elimination of helicopter fees of \$750,000, a reduction in flight fees of \$295,000, and a net increase to actual adjustment of \$426,000 for other fees. The helicopter and flight training services are pass-through revenues which have a corresponding reduction in expenses.

Action Item “XVI”
Regular Board Meeting August 15, 2016
Consideration of Approval of Proposed Budget for 2016-2017

- An increase of \$4.5m due to tuition rate increases of \$3 in-district; \$6 out-district; \$11 out-state/foreign per semester credit hour (SCH), course fee additions of \$2 - \$7 per SCH, and an increase of \$10 per semester in the general service fee.
- An increase of \$1.0 million for projected enrollment growth of 1.8 percent over current year offset by a proportional increases in exemptions, waivers and bad debt.
- A reduction in net tuition and fees due to increasing waivers and exemptions by \$1.3 million for FY16 actual adjustments, projections for FY17 rate and enrollment increases, along with increasing the dual credit waiver from 70 percent to 75 percent.
- Bad debt expense increased by \$1.6 million to primarily adjust for the allowance methodology supported by the external auditors.
- Overall restricted revenues are budgeted to increase by \$6.1 million. This is primarily due to an increase in Debt Service revenue of \$4.6 million for the issuance of the new \$150 million of bond debt. The remaining increases are for changes in federal, state, and local grants of \$1.5 million.

Highlights of the proposed expense budget include:

- The establishment of a compensation pool for salary adjustments of \$2.4 million with the corresponding increase to benefits. This budget is maintained in Institutional Support until the salary adjustments are allocated to individual employees budget accounts in September. The salary pool will be distributed based on the evaluations from the performance management system. For FY17, the salary increases will be 3.0 percent for valuable ratings, 3.5 percent for notable ratings, and 4.0 percent for exceptional ratings.
- Unrestricted Budgets were reduced by 2 percent for all salary and expenses except required items such as benefits, utilities, software agreements, and credit card fees.
- Funding was restored for reserved unexpended salaries.
- Adequate funding was provided for expenditures that have historically exceeded budget, such as interpreting services, commencement, scholarships, and institutional memberships.

Action Item “XVI”
Regular Board Meeting August 15, 2016
Consideration of Approval of Proposed Budget for 2016-2017

- Budgeted expenses for Instruction increased \$1.0 million due to an increase in full and part-time salaries of \$1.9 million and \$265,000 for maritime instruction, offset by decreases in helicopter flight training services of \$750,000, flight training services of \$295,000 and \$130,000 in operating accounts. The helicopter and flight training services are pass-through expenses which have a corresponding reduction in revenues.
- Academic Support increased by \$60,000 which is primarily due to a \$200,000 increase in full and part-time salaries, an increase of \$60,000 for blackboard and library shared services and a decrease of \$200,000 in the overall budget related to the 2 percent reductions.
- The Student Services budget increased by \$1.9 million due to an increase of \$1.35 million for interpreting services, \$690,000 increase in full and part-time salaries, \$45,000 for Clery and Title IV software, offset by a decrease of \$200,000 as part of the 2 percent budget reductions.
- Institutional Support expenses increased by \$1.8 million with an increase of \$1.2 million for salaries and other expenses, a decrease of \$300,000 as part of the 2 percent budget reductions and an increase in the ‘transfers out’ to Auxiliary Services of \$895,000.
- Auxiliary Services decreased by a net of \$210,000 due to a reduction in expenses of \$350,000 due to the golf course operations discontinuing in December, increases of \$1.035 million primarily related to adjusting scholarships to actual estimates, and a decrease resulting from a \$895,000 increase to “transfers in” from unrestricted institutional support to offset the increase in scholarships.
- Depreciation is projected to increase by \$761,000, however, the College does not budget to recover depreciation expense.
- No major capital outlays are budgeted in the unrestricted operating budget.

The budget is prepared in accordance with generally accepted accounting principles. The expense totals include a restricted non-expense cash outlay for bond principal payments of \$10.0 million and a non-cash expense of \$20.3 million for depreciation.

The proposed budget reflects the College’s commitments to teaching and learning and serving the citizens in its taxing and service area and throughout the Greater Houston region. Additional initiatives and requests were not funded or were not fully funded due to limited resources. Budget areas will continue to be reviewed during the year as College personnel continue to emphasize scaling promising practices, eliminating low value activities, and controlling costs.

**Action Item “XVI”
Regular Board Meeting August 15, 2016
Consideration of Approval of Proposed Budget for 2016-2017**

IMPACT OF THIS ACTION

Approval of the proposed budget will establish the 2016-2017 budget for the College and comply with section 51.0051 of the Texas Education Code that requires that the governing board of each institution to approve a budget on or before September 1 of each year.

RESOURCE PERSONNEL

Brenda Hellyer	281-998-6100	brenda.hellyer@sjcd.edu
Chet Lewis	281-998-6306	chet.lewis@sjcd.edu

Action Item “XVII”
Regular Board Meeting August 15, 2016
Consideration of Approval of the 2017 Board of Trustees Meeting Dates

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve the 2017 Board of Trustees regularly scheduled meeting dates.

BACKGROUND

The Board of Trustees operates on a calendar of meetings which are traditionally the first Monday of each month. Periodic changes to this meeting structure may occur as needed. Establishing an annual calendar allows for advanced notice of regularly scheduled meetings.

IMPACT OF THIS ACTION

The Board’s meeting calendar sets various timelines and reporting dates throughout the College’s operating cycle. This calendar reflects changes to the traditional Board meeting schedule (first Monday of each month) in order to address known scheduling conflicts such as holidays, speaking engagements, and conferences.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

None

MONITORING AND REPORTING TIMELINE

Monthly meetings will occur as scheduled unless prior approval is obtained by the Board of Trustees.

ATTACHMENTS

Attachment 1- 2017 Board Meeting Dates

RESOURCE PERSONNEL

Brenda Hellyer 281-998-6100 brenda.hellyer@sjcd.edu

Attachment 1

**San Jacinto College District
Board of Trustees**

2017 Board Meeting Dates

January 30, 2017

March 6, 2017

April 3, 2017

May 1, 2017

June 5, 2017

July 10, 2017

August 14, 2017

September 11, 2017

October 2, 2017

November 6, 2017

December 11, 2017

Action Item "XVIII"
Regular Board Meeting August 15, 2016
**Consideration of Approval of Reauthorization of the Full-time Salary Schedules,
Part-time Hourly Pay Rates, and Stipends and Market Premiums for 2016-2017**

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the full-time salary schedules, part-time hourly pay rates, stipends and market premiums for 2016-2017.

BACKGROUND

This action establishes the salary, pay rates, stipends, and market premiums for fiscal year 2016-2017. Salary schedules are reviewed periodically to provide for market competitiveness.

IMPACT OF THIS ACTION

The current salary schedules for full-time employees remain unchanged. The full-time salary schedules for faculty, staff, and administrators are included in this recommendation for reaffirmation.

The current part time hourly rates remain unchanged. The part-time salary schedule for faculty, staff, and administrators is included in this recommendation for reaffirmation

The schedule for stipends and market premiums remain the same as the previous year with the addition of the market premium for engineering instructors and is included in this recommendation for reaffirmation.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The fiscal impacts of this recommendation have been included in the 2016-2017 budget.

MONITORING AND REPORTING TIMELINE

All compensation components including both internal and external market equity are addressed as part of the College's overall compensation philosophy and are reviewed periodically for adjustments.

ATTACHMENTS

- Attachment 1- Administration and Staff, Salary Range Table
- Attachment 2- Faculty, Salary Range Table
- Attachment 3- Part-time Hourly Rates, Salary Range Table
- Attachment 4- Stipends and Market Premiums, Salary Range Table

RESOURCE PERSONNEL

Stephen Trncak 281-998-6348 Stephen.Trncak@sjcd.edu

San Jacinto College District 2016 - 2017 Salary Range Table Administration & Staff								
Salary Range	Minimum	Midpoint	Maximum	Salary Range	Minimum	Midpoint	Maximum	
1	\$15,080	\$18,850	\$22,620		31	\$65,175	\$81,469	\$97,762
2	\$15,834	\$19,793	\$23,751		32	\$68,434	\$85,542	\$102,650
3	\$16,626	\$20,782	\$24,939		33	\$71,855	\$89,819	\$107,783
4	\$17,457	\$21,821	\$26,185		34	\$75,448	\$94,310	\$113,172
5	\$18,330	\$22,912	\$27,495		35	\$79,220	\$99,026	\$118,831
6	\$19,246	\$24,058	\$28,869		36	\$83,182	\$103,977	\$124,772
7	\$20,209	\$25,261	\$30,313		37	\$87,341	\$109,176	\$131,011
8	\$21,219	\$26,524	\$31,829		38	\$91,708	\$114,635	\$137,561
9	\$22,280	\$27,850	\$33,420		39	\$96,293	\$120,366	\$144,439
10	\$23,394	\$29,243	\$35,091		40	\$101,108	\$126,385	\$151,661
11	\$24,564	\$30,705	\$36,846		41	\$106,163	\$132,704	\$159,245
12	\$25,792	\$32,240	\$38,688		42	\$111,471	\$139,339	\$167,207
13	\$27,082	\$33,852	\$40,622		43	\$117,045	\$146,306	\$175,567
14	\$28,436	\$35,544	\$42,653		44	\$122,897	\$153,621	\$184,345
15	\$29,857	\$37,322	\$44,786		45	\$129,042	\$161,302	\$193,563
16	\$31,350	\$39,188	\$47,025		46	\$135,494	\$169,367	\$203,241
17	\$32,918	\$41,147	\$49,377		47	\$142,269	\$177,836	\$213,403
18	\$34,564	\$43,205	\$51,845		48	\$149,382	\$186,728	\$224,073
19	\$36,292	\$45,365	\$54,438		49	\$156,851	\$196,064	\$235,277
20	\$38,106	\$47,633	\$57,160		50	\$164,694	\$205,867	\$247,041
21	\$40,012	\$50,015	\$60,018		51	\$172,928	\$216,160	\$259,393
22	\$42,012	\$52,515	\$63,018		52	\$181,575	\$226,969	\$272,362
23	\$44,113	\$55,141	\$66,169		53	\$190,654	\$238,317	\$285,980
24	\$46,319	\$57,898	\$69,478		54	\$200,186	\$250,233	\$300,279
25	\$48,635	\$60,793	\$72,952		55	\$210,196	\$262,744	\$315,293
26	\$51,066	\$63,833	\$76,599		56	\$220,705	\$275,882	\$331,058
27	\$53,620	\$67,024	\$80,429		57	\$231,741	\$289,676	\$347,611
28	\$56,301	\$70,376	\$84,451		58	\$243,328	\$304,160	\$364,991
29	\$59,116	\$73,894	\$88,673		59	\$255,494	\$319,367	\$383,241
30	\$62,071	\$77,589	\$93,107		60	\$268,269	\$335,336	\$402,403

Midpoint %

5.00%

Range Spread

50.00%

San Jacinto College District 2016-2017 Salary Range Table Faculty			
	Minimum	Midpoint	Maximum
NINE MONTH FACULTY			
Bachelor	\$ 41,792	\$ 53,552	\$ 65,312
Masters	\$ 42,483	\$ 55,540	\$ 68,597
Masters + 18	\$ 44,424	\$ 57,929	\$ 71,434
Masters + 36	\$ 46,225	\$ 60,397	\$ 74,570
ABD	\$ 48,165	\$ 62,936	\$ 77,706
Doctorate	\$ 50,105	\$ 65,548	\$ 80,992
10.5 MONTH FACULTY			
Bachelor	\$ 48,749	\$ 62,431	\$ 76,114
Masters	\$ 49,539	\$ 64,743	\$ 79,946
Masters + 18	\$ 51,700	\$ 67,478	\$ 83,256
Masters + 36	\$ 53,874	\$ 70,395	\$ 86,917
ABD	\$ 56,049	\$ 73,311	\$ 90,574
Doctorate	\$ 58,387	\$ 76,396	\$ 94,406
TWELVE MONTH FACULTY			
Bachelor	\$ 55,642	\$ 71,278	\$ 86,914
Masters	\$ 56,546	\$ 73,921	\$ 91,297
Masters + 18	\$ 59,013	\$ 77,046	\$ 95,079
Masters + 36	\$ 61,525	\$ 80,392	\$ 99,259
ABD	\$ 63,985	\$ 83,712	\$ 103,439
Doctorate	\$ 66,656	\$ 87,238	\$ 107,821
Department Chair - 12 month	\$ 69,456	\$ 90,948	\$ 112,439

**San Jacinto College District
2016-2017 Salary Rate Table
PART-TIME HOURLY RATES**

Position Classification	Position Description	Hourly Rate
Maintenance	Groundskeeper	\$8.00
Cashier Clerk	Cashier / Clerk - with monetary responsibilities	\$8.00
Cafeteria/Food Service	Cashier/Catering Attendant/Cook/Wait Person - Entry level	\$7.25
	Cashier/Cook Level 2 - 6-12 months skill set on grill & food prep or cashier & customer service	\$8.00
	Cashier/Cook Level 3 - 2 years skill set on grill & food prep or cashier & customer service	\$8.50
	Banquet Chef - 3 years kitchen & cooking experience w/knowledge of ordering & inventory	\$9.00
	Banquet Chef Level 2 - Experienced Banquet Chef w/complete knowledge and skill set on all kitchen equipment, ordering, inventory w/Associate's degree in the culinary field and ability to supervisor kitchen personnel.	\$10.00
Children's Center	Teacher's Aide	\$7.25
	Assistant Teacher (CDA or 12 hours in early childhood)	\$7.35
	Cook	\$7.25
	Lead Teacher with appropriate credentials	\$7.75
Clerical/Receptionist	Clerk/Office Assistant/Information Clerk/Student Assistant	\$7.25
	Accounting Asst / Admin Asst / Clerical / Call Center/Records Specialist	\$9.45
General	Student/Art Model/Test Proctor	\$7.25
	Toolroom Attendant	\$7.50
	Orientation Leader/Student Ambassador	\$8.50
	Life-Drawing Model	\$15.00
Disability Services	Hearing Impaired Students Transcribers / Note Takers	\$8.00
	Tutors for Severely Learning Disabled Adult Students (to be screened by Disability Services Counselor on each campus)	
	Faculty Tutors	\$15.00
	Student Tutors	\$10.00
	Educationally Disadvantaged Students - Tutors for students not maintaining minimum stated requirements (not learning disabled)	
	Student Tutors	\$8.00
	Faculty Tutors/Financial Aid Counselors (with appropriate credentials)	\$15.00
Grant Funded	Grant Funded Basic Tutor (tutor for students not maintaining minimum stated requirements)	\$9.00
	Grant Funded Tutor / Mentor (tutor for students not maintaining minimum stated requirements; Mentor for achieving goals and supporting grant program activities)	\$10.00
	API Non Destructive Testing Grant Program	
	API NDT Training Instructor with level 3 certification	\$75.00
	API NDT Test Proctor with level 3 certification	\$75.00
	API NDT Subject Matter Expert with level 3 certification & industry recognition	\$150.00
	Development Dimensions International (DDI) Leadership Program DDI Certified Instructor / Facilitator	\$70.00

Position Classification	Position Description	Hourly Rate
Instructional	Part-time Faculty Instructors - Lecture	\$38.00
	Lab	\$32.00
	Part-time Faculty Instructors - Private Lessons	\$38.00
	Part-time Faculty Professional Development (ad hoc training, non-curriculum)	\$20.00
	Placement Specialist (CPD non teaching adjunct duties)	\$15.00
	Flight Simulator Instructor	\$15.00
	Medical Imaging Clinical	\$32.00
	Wellness Instructor (current lab rate)	\$32.00
	LVN Clinical	\$32.00
	ADN Clinical	\$38.00
	Full-time Faculty Formula Pay - Lecture	\$62.70
	Full-time Faculty Formula Pay - Lab	\$52.80
	Full-load Adjunct: Hourly Rate + \$2,500 per semester, with approval by appropriate Dean and Provost	
Golf Course	Golf Course Attendant	\$8.25
	Golf Course Supervisor	\$9.00
	Golf Course Groundskeepers	\$10.00
Interactive Learning Centers/Information Technology/ Departmental Labs/ Supplemental Instruction	Multimedia Assistant I	\$9.00
	Computer Lab Assistant I	\$9.00
	Help Desk Assistant I	\$9.00
	PC Technician Assistant I	\$9.00
	Audio Visual Assistant I	\$9.00
	Specialty Lab Assistant I	\$9.00
	Multimedia Assistant II	\$12.00
	Computer Lab Assistant II	\$12.00
	Help Desk Assistant II	\$12.00
	PC Technician Assistant II	\$12.00
	Audio Visual Assistant II	\$12.00
	Specialty Lab Assistant II	\$12.00
Student Success Centers	Peer Tutors:	
	Non-Certified Tutors (basic training completed, working towards Level I Certification)	\$9.00
	Certified Level I - After one long semester with 10 hours training & 25 hours tutoring completed	\$9.50
	Certified Level II - After two long semesters with 20 hours training & 50 hours tutoring completed	\$10.00
	Certified Level III - After three long semesters with 30 hours training & 75 hours tutoring completed (must also complete a project related to the tutoring and resource center)	\$11.00
Physical Education	Athletic Trainer (travel time not to exceed 8 hours per day)	\$7.25
	Gym / Field Attendant	\$7.25
	Gym Supervisor / Lifeguard w/Red Cross certification	\$7.25
	Assistant Coach	\$8.00
	Athletics Facilities Coordinator	\$12.00
	Athletic Trainer w/certification (daily service, practice, and games)	\$15.00

Position Classification	Position Description	Hourly Rate
Professional	Web Designer	\$8.50
	Librarian w/Bachelor of Library Science	\$10.00
	Test Examiners (Bachelor of Science / Bachelor of Arts)	\$10.00
	Bus Driver	\$10.50
	Administrative Intern	\$11.00
	Assistant Manager, Theater	\$12.00
	HVAC Intern	\$12.00
	Student Accompanist	\$12.00
	Telecommunicator	\$12.00
	Grant Writer	\$13.00
	Program Assistant	\$13.00
	Architect Intern	\$14.00
	Librarian w/Masters of Library Science w/no experience	\$14.00
	Advisor (w/appropriate credentials)	\$15.00
	Educational Planner	\$15.00
	Manager, Theater	\$15.00
	Banner Student System Services Specialist	\$16.00
	Document Specialist	\$17.00
	Counselor (w/appropriate credentials)	\$20.00
	Extension Center Coordinator	\$20.00
	Faculty Advisor	\$20.00
	Police Officer	\$20.00
	Program Director / Coordinator	\$20.00
	Telecom Specialist - IT	\$22.00
	Aerospace Liaison / Coordinator	\$25.00
	Police - Special Assignments	\$25.00
	Project Director / Coordinator, Grant Funded	\$26.00
	Business Advisor, SBDC	\$28.00
	Librarian w/MLS, MLIS or equivalent w/experience	\$30.00
	Faculty Accompanist	\$38.00
Weekend Director / Coordinator (tied to current adjunct lecture rate)	\$38.00	
Winter Mini Coordinator (tied to current adjunct lecture rate)	\$38.00	
Writing Center Coordinator (tied to current adjunct lecture rate)	\$38.00	
Technical	Tool / Equipment Specialist	\$10.00
	Skilled Craft Supervisor (Carpenter, Plumber, HVAC, etc)	\$20.00
	Inspection Technology/Imaging	\$24.00
	Process / Instrumentation Technology	\$25.00
	Aeronautical Flight Simulator Repair	\$40.00

**San Jacinto College District
2016-2017 Salary Schedule
Stipends and Market Premiums**

Stipends	Amount
Bilingual Proficiency	\$50 monthly
Catalogue Coordinator	\$260 monthly
Clinical Coordinator	\$1,000 annually
Curriculum Development Coordinator	\$480 monthly
College-Wide Program Director	\$350 monthly
GED Chief Examiner	\$300 monthly
Program Director	\$150 - 400 monthly based on program/department size
Department Chairs	\$912 monthly (\$10,944 annual)

Travel	\$100 monthly
	\$200 monthly
	\$300 monthly
	\$400 monthly
	\$500 monthly
	\$600 monthly

Phone	\$50 monthly
	\$75 monthly
	<i>{Member of SLT only}</i>
	\$100 monthly

Completion of New Hire Curriculum for part-time faculty	\$85 (one-time)
Completion of Recurring Curriculum for part-time faculty	\$30 annually
Completion of ACAdemic training for part-time faculty teaching online or hybrid courses	\$180 (one-time)
Completion of Success At SJC training for part-time faculty teaching GUST and EDUC 1300 classes	\$80 (one-time)

Instructional Market Premiums (subject to availability of funding)

Air Conditioning	\$5,000 annually
Nursing - ADN and Vocational	\$3,500 annually
Computer Information Technology	\$5,000 annually
Dental Assisting	\$2,500 annually
Emergency Medical Technology	\$2,500 annually
Engineering - <i>must have Master's degree in Engineering</i>	\$5,000 annually
Engineering/Drafting	\$5,000 annually
Fire Protection	\$2,500 annually
Health Information Management	\$3,000 annually
Instrumentation	\$5,000 annually
Instrumentation & Electrical	\$5,000 annually
Maritime (CPD) - <i>must have Coast Guard certifications</i>	\$6,000 annually

Medical Laboratory Technology	\$2,500 annually
Medical Radiography	\$2,500 annually
Non-Destructive Testing	\$5,000 annually
Occupational Health & Safety	\$2,500 annually
Occupational Therapy - <i>must have Occupational Therapy license</i>	\$6,000 annually
Pharmacy Technology - <i>must have Pharmaceutical license</i>	\$6,000 annually
Physical Therapy - <i>must have Physical Therapy license</i>	\$6,000 annually
Pipefitting	\$5,000 annually
Process Technology	\$5,000 annually
Respiratory Therapy	\$2,500 annually
Surgical Technology	\$2,500 annually
Welding	\$5,000 annually

All Nursing - LVN and ADN-Signing incentive	\$2,500 added to base salary
---	------------------------------

Adjunct Instructional Market Premiums (subject to availability of funding)

Lecture & Lab courses

Air Conditioning	\$5.00 per contact hour
Nursing - ADN and Vocational	\$5.00 per contact hour
Computer Information Technology	\$5.00 per contact hour
Instrumentation	\$5.00 per contact hour
Instrumentation & Electrical	\$5.00 per contact hour
Maritime - <i>must have Coast Guard certifications</i>	\$5.00 per contact hour
Medical Radiography	\$5.00 per contact hour
Non-Destructive Testing	\$5.00 per contact hour
Occupational Therapy - <i>must have Occupational Therapy license</i>	\$5.00 per contact hour
Pharmacy Technology - <i>must have Pharmaceutical license</i>	\$5.00 per contact hour
Physical Therapy - <i>must have Physical Therapy license</i>	\$5.00 per contact hour
Pipefitting	\$5.00 per contact hour
Process Technology	\$5.00 per contact hour
Surgical Technology	\$5.00 per contact hour
Welding	\$5.00 per contact hour

Effective 09/01/2016

**Action Item “XIX”
Regular Board Meeting August 15, 2016
Consideration of Approval of the Annual Review
of the Investment Policy and Strategy of the College**

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the Investment Policy and Strategy of the College. No changes of the policy are required.

BACKGROUND

The Investment Policy of the College requires that the Board of Trustees, at least annually, review and approve the Investment Policy and Strategy of the College which is required by Texas Government Code 2256. Patterson & Associates are the current investment advisors to the College. In their capacity as investment advisors, Patterson & Associates are required to review the College’s existing Investment Policy and make recommended changes for the Board’s consideration. No changes were recommended for the investment policy and the incorporated investment strategies.

IMPACT OF THIS ACTION

Since no changes are recommended for the investment policy, the approval of this item will meet the requirements of an annual review by the Board of Trustees in Section 2256.005(e) of the Government Code of the State of Texas.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Adoption of the recommended policy changes does not have budget or staffing implications.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 – Policy V-O: Policy on Investment Policy and Strategy

RESOURCE PERSONNEL

Chet Lewis 281-998-6306 chet.lewis@sjcd.edu

Policy V-O: Policy On Investment Policy And Strategy

GENERAL STATEMENT

It is the policy of the San Jacinto College District (the "College") to invest its public funds in a manner which will provide the highest reasonable investment return with the maximum security while meeting the daily cash flow requirements of the College and conforming to all state and federal statutes governing the investment of public funds. The primary state statute controlling the investment of public funds is the Public Funds Investment Act (Texas Government Code, Chapter 2256, the "Act".)

The Board of Trustees of San Jacinto College will review and adopt the College's Investment Policy and investment strategies not less than annually in accordance with the Act.

SCOPE

This Investment Policy applies to all assets and investment activity of the San Jacinto College District including restricted and unrestricted funds. These funds are accounted for in the College's annual financial report.

OBJECTIVES

The primary objectives, in priority order, of the College's investment activities shall be:

SAFETY: Safety of principal is the foremost objective of the investment program. Investments of the College shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Use of high-credit quality securities in a laddered portfolio structure will assist in minimizing credit risk.

LIQUIDITY: The College's investment portfolio will remain sufficiently liquid to enable the College to meet all operating requirements which can be reasonably anticipated. Cash flow projections will be used to monitor changing needs.

DIVERSIFICATION: It will be the objective of the College to create diversification in all portfolios to minimize credit and market risks. Diversification will be addressed in terms of maturity as well as security type and issuer. It will be the policy of the College to diversify its portfolios to manage market risk resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investment instruments.

YIELD: It will be the objective of the College to earn a reasonable market yield within the restrictions imposed by the Policy's safety and liquidity requirements, investment strategies, and state and federal laws governing investment of public funds. The investment portfolio shall be designed with the objective of meeting and exceeding the yield of comparable benchmark securities chosen to be commensurate with the College's investment risk constraints and the cash flow characteristics. The College will utilize the six-month Treasury Bill and one-year Treasury Note as benchmarks for the portfolios' performance and risk level.

STRATEGY

The general investment strategy of the College is based on its objectives of (a) safety of principal, (b) liquidity, (c) diversification, and (d) reasonable yield. The strategies created for individual funds are all designed to address:

1. The suitability of the authorized investments to the financial and cash flow requirement of the College.
2. The need for preservation and safety of principal.
3. The need for a measured liquidity to meet the College's cash flow requirements.
4. The marketability of every investment if the need arises to liquidate that investment before maturity.
5. Diversification of the investment portfolio to limit market and credit risks.
6. The recognition of reasonable yield to be used for the needs of the College.

The College maintains two separate portfolios representing the major fund types of the College. Each portfolio is guided by individual investment strategy considerations addressing the unique characteristics of its fund group.

A. Operating Funds and Commingled Pools Containing Operating Funds

Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. This objective may be accomplished by purchasing high credit quality, short to medium-term securities, which form a laddered maturity structure and provide for a suitable liquidity buffer for unanticipated expenses. A maximum dollar weighted average maturity (WAM) of 365 days will be maintained in these funds and the WAM will be calculated using the stated final maturity date of each security.

These portfolios contain debt service funds with particular needs. Investment strategies for debt service payments shall assure investment liquidity adequate to cover the debt service obligation on the required payment date. The next debt service date must always be funded before funding subsequent payments.

Included also are debt service reserve funds which are used to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Bond documents and ordinances specific to an individual issue shall be considered in the investments. Securities should be of high credit quality with short to intermediate term maturities. Volatility shall be managed with relatively short and intermediate securities.

B. Bond Funds, Construction, Special Projects or Special Purpose Funds

Investment strategies for construction, special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The College will attempt to match its issue costs of bonds (avoid negative arbitrage) without incurring major rebate payables. The stated final maturity dates of securities held should not exceed the estimated project completion date and the maximum weighted average maturity will be guided by anticipated expenditure plans.

STANDARD OF CARE – PRUDENT PERSON STANDARD

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity, diversification, and yield.

This standard of prudence is to be used by all Investment Officers and shall be applied in the context of managing the overall portfolio. Investment officers acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal

liability for an individual security's credit or market price fluctuations provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

INVESTMENT TRAINING

It will be the College's policy to provide training for Board members and Investment Officers as required by the Act. The Texas Higher Education Coordinating Board will provide training for Board members to be conducted within six months of assuming office.

The designated Investment Officer(s) shall attend ten hours of investment training within twelve months of assuming their duties and ten hours every subsequent two fiscal years. The investment training shall be provided by an independent source approved by the Board. For purposes of this Policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the Board of Trustees engage in an investment purchase or sale.

DELEGATION OF AUTHORITY AND RESPONSIBILITIES

In accordance with the Act, the Board of Trustees delegates, by resolution, management responsibility for the investment program through the Chancellor to the Vice Chancellor of Fiscal Affairs as the Investment Officer. In the absence of the Vice Chancellor of Fiscal Affairs, with the approval and direction of the Chancellor, the Director of Accounting and Financial Services will perform daily investment transactions.

Board of Trustees

The Board is responsible for reviewing and adopting the Investment Policy on no less than an annual basis. The Board is responsible for designating Investment Officer(s) or an Investment Adviser responsible for the management of the portfolio(s). The Board may designate an investment committee to review reports and approve counterparties but the Board must receive and review quarterly investment reports. The Board retains ultimate fiduciary responsibility for all funds.

Investment Committee

The Board Budget and Audit Committee will act as the College's Investment Committee. The Investment Committee shall meet at least quarterly to receive and review quarterly investment reports and monitor investment results. The Investment Committee shall include in its deliberation such topics as: economic outlook, portfolio diversification, maturity structure, risk levels, and performance. The Investment Committee will, on no less than an annual basis, review and adopt the list of authorized broker/dealers for the Board.

Investment Officer(s)

The Investment Officer(s) shall monitor and maintain all controls and procedures of the investment process as designated by this Policy. The Officer(s) shall obtain training and shall establish written procedures and controls consistent with this Investment Policy. Such procedures shall include delegation of authority to individual employees responsible for investment transactions and documentation of investment transactions and holdings. The Investment Officer(s) shall prepare all required reports and maintain broker/dealer files as required. All Investment Officers will strictly adhere to the standard of care and conditions prescribed in this Policy.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment Officers will avoid any transaction that might impair public confidence in the College. The investment program shall be designed and managed with a degree of professionalism which is worthy of that public trust.

All Investment Officers shall be familiar with this Policy and its underlying procedures. No Investment Officer may engage in an investment transaction except as provided under the terms of this Policy and the established procedures.

The Board may designate an SEC registered investment adviser to act as an Investment Officer for the College in assisting College staff with all provisions of this Policy.

ETHICS AND CONFLICTS OF INTEREST

College Investment Officers involved in the investment process who have personal business relationships with any entity seeking to sell an investment to the College shall file a statement disclosing the extent of that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity (as determined by State statute) to an individual seeking to sell an investment to the College shall file a statement disclosing that relationship with the Texas Ethics Commission in accordance with the Act.

AUTHORIZED INVESTMENTS

This Policy applies to all investment activity of the College. The College will pursue a pro-active, conservative approach to investment activity and although other investments may be authorized by law, the College may invest only in investments authorized by the Board as listed below:

1. Obligations of the US Government (Treasury Bills and Treasury Notes), its agencies and instrumentalities not to exceed three years to stated maturity. Mortgage backed securities, with stated maturities less than ten years, are authorized only in bond construction funds.
2. Fully insured or collateralized certificates of deposit of any bank doing business in Texas which is collateralized in accordance with this Policy and with a stated final maturity not to exceed one year to include those bought through the CDARS network.
3. Negotiable certificates of deposit securities issued by a bank that has a certificate of deposit rating of at least 1 or equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A1/P1 or equivalent by a nationally recognized rating agency.
4. Commercial paper rated no less than A1/P1 by two nationally recognized rating agencies with a stated maturity less than 90 days.
5. Fully collateralized direct repurchase agreements with a defined termination date, secured in accordance with this Policy and placed with a primary securities dealer. All repurchase agreement transactions shall be governed by an executed Bond Market Association Master Repurchase Agreement. Maximum stated maturity shall be 90 days except for flex repurchase agreements. Bond proceeds from one issue may be invested in a single flex repurchase agreement the maximum stated maturity for which shall be matched to the expenditure plan of the bonds.
6. Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent, with a stated maturity of not more than three years.
7. AAA or equivalent rated, constant-dollar, Texas local government investment pools as defined by the Act and authorized specifically by the Board of Trustees for a particular pool.
8. A money market mutual fund striving to maintain a \$1 net asset value .
9. Corporate bonds, debentures or similar debt obligations rated in one of the two highest long-term rating categories without regard to gradations in those categories by a two nationally recognized rating agencies not to exceed three years to maturity.

10. FDIC insured brokered certificate of deposit securities from a bank in any US state, delivered versus payment to the College's safekeeping depository, not to exceed one year to maturity. Before purchase, the investment officer or adviser must verify the FDIC status of the bank on www.fdic.gov to assure that the bank is FDIC insured.
11. Fully insured or collateralized interest bearing accounts in any bank in Texas.

If additional types of securities are approved for investment by public funds by state statute, they will not be eligible for investment by the College until this Policy has been amended and the amended version adopted by the Board of Trustees.

PROHIBITED INVESTMENTS

The College is strictly prohibited from investing in any type of mortgage derivatives:

1. Interest Only Mortgage Backed Securities (IO). Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Principal Only Mortgage Backed Securities (PO). Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations (CMO) that have a stated final maturity date greater than ten years.
4. Inverse Floaters. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

DIVERSIFICATION

Diversification will be used to minimize risk of loss by over-concentration in a particular market sector, maturity or security. The College will strive to structure portfolios with laddered maturities and securities in accordance with the Policy's authorized investments and maximum maturity constraints. To assure diversification in the portfolio the following maximum limits will be imposed:

<u>Investment Type</u>	<u>Max. % in Portfolio</u>
US Treasury Obligations	90 %
US Agency and Instrumentality Obligations	85 %
SEC Registered Money Market Funds	60 %
Repurchase Agreements	75 %
Flex Repurchase (Bond Funds)	100 % of issue
Collateralized/Insured CDs	20 %
FDIC insured brokered CDs	20 %
Negotiable CDs	15 %
Limit per bank	5 %
Local Government Investment Pools	100 %
Participation per pool	10 % of pool
Commercial Paper	25 %
Limit per issuer	5 %
Municipal Obligations	50 %
Limit per issuer	10 %
Limit per geographical region	50 %
Corporate Obligations	30 %

Limit per issuer 5 %

MAXIMUM MATURITIES

The College will diversify maturity dates and to the extent possible, match investments with anticipated cash flow requirements. No investment stated maturities will exceed three years at the time of purchase.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

All investments transactions shall be made with a broker/dealer authorized by the Board or its Investment Committee. The authorized list is to be reviewed at least annually. Banks utilized for time or demand accounts need not be approved by the Board or Committee but must provide all required information to the Investment Officers prior to the transaction. The list shall contain no less than five broker/dealers to assure a competitive process. There is no limit to the number of banks.

Authorized broker/dealers and financial institutions may include:

- Broker/dealer subsidiaries of banks doing business in the State of Texas,
- Security dealers reporting designated as “primary government securities dealers” by the Federal Reserve Bank of New York,
- Secondary institutional brokers/dealers registered with the State, the SEC, and the FINRA.

Financial institutions and broker/dealers who desire to transact business with the College must supply the following information/documents. The Investment Officer, or the College’s investment adviser, will maintain this information on the authorized financial institutions.

- Annual current year audited financial statements
- Financial Industry Regulatory Authority (FINRA) certification and FINRA’s Central Depository Registration (CRD) number.
- Proof of current Texas State Securities registration.

No investment transactions may be entered into with a brokerage subsidiary of the Authority’s depository bank in order to fulfill all delivery versus payment (DVP) requirements for trade independence.

Policy Certification

Each authorized financial institution, pool, and broker/dealer must be provided a copy of this Policy to assure that they are familiar with the goals and objectives of the College. The authorized representative of the firm shall sign a written certification, in a form acceptable to the College, substantially to the effect that the firm has:

- Received, and thoroughly reviewed the Policy, and
- Acknowledges that the firm has implemented reasonable controls and procedures in an effort to preclude investment transactions with the College that are not authorized by the College’s Policy.

No investment transaction shall be executed with a firm which has not delivered this written certification. Material changes in this Policy will require re-certification by all broker/dealers. The College is under no obligation to transact business with any financial institution.

COLLEGE DEPOSITORY

At least every five years a College Depository shall be selected through a formal request for proposal (RFP). In selecting a depository, the services, cost of services, credit worthiness, and collateralization by the institutions shall be considered.

INTERNAL CONTROL

An annual independent review will be conducted to assure internal controls are in place which provide for compliance with the College's Investment Policies and procedures and the Act.

Loss of Rating

The Investment Officer or investment adviser shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or adviser shall notify the Investment Committee of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating.

Monitoring FDIC Status

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the College based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the College above the FDIC insurance level.

COLLATERALIZATION

All College time and demand deposits shall be secured above FDIC coverage by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, collateral will be maintained and monitored by the depository at 102% of market value of principal and accrued interest on the deposits. The bank shall be responsible for monitoring and maintaining the collateral market value daily to assure that the margin on the pledged securities is maintained.

Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the depository in accordance with a safekeeping agreement signed by authorized representatives of the College, the Depository, and the custodian (with the exception of the Federal Reserve for which a Circular 7 Pledge Agreement will be executed.).

All collateral shall be subject to inspection and audit by the College or its independent auditors.

Authorized Collateral

The College shall accept only the following as collateral for time and demand deposits:

- A. FDIC insurance coverage.
- B. Obligations of the United States, its agencies or instrumentalities, or other evidence of indebtedness of the United States guaranteed as to principal and interest including mortgage backed securities which pass the bank test.
- C. Obligations of states, agencies, counties, cities and other political subdivisions of any state rated A or its equivalent by two nationally recognized rating agencies.

Voluntary Collateral Pooling Alternative

Collateral pooling alternatives authorized by state statute (TX Gov't Code 2257) will be evaluated on a case-by-case basis for use.

If any depository offers a voluntary collateral pooling alternative for the provision of collateral (instead of uniquely pledged securities to the College), the investment officers shall fully evaluate the risk factors concerned to determine the efficacy of participation. The use of collateral pooling will be analyzed using factors such as anticipated balances, fluctuations in balances, duration of deposits and current economic conditions to determine the acceptability of the collateral pool. The pool must contain only marketable securities.

SAFEKEEPING

All securities owned by the College shall be held in safekeeping by the College’s depository bank or an authorized third party financial institution under an executed safekeeping agreement.

DELIVERY VERSUS PAYMENT

All security transactions, including collateral for repurchase agreements, entered into by the College shall be conducted on a delivery-versus-payment (DVP) basis to assure that the College has full control of its funds and assets at all times.

REPORTING

The Investment Officer shall submit monthly and quarterly reports to the Board of Trustees in accordance with the Act containing sufficient information to permit an informed reader to evaluate the performance and risks of the investment program. At a minimum the report shall include:

- a. Description of each investment and depository position.
- b. Book and market values at the beginning and end of the reporting period
- c. Additions and changes to the market value during the period
- d. The book and market value of each separately invested asset
- e. The maturity date of each separately invested asset
- f. The account, fund, or pooled group fund for which each investment was acquired.
- g. The earnings for the period
- h. The overall yield for the portfolio(s) and its benchmark yield for the period

Market prices for market value calculations shall be obtained from an independent source. The report must conform to the contents of the Act and must be prepared and signed by all investment officers of the College.

INTERNAL CONTROLS

The Vice Chancellor of Fiscal Affairs shall establish a system of controls to regulate the activities of the investment program and staff. The controls will be reviewed annually with the independent auditor of the College. The controls shall be designed to prevent loss of funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions. Controls deemed most important would include: control of collusion, separation of duties, custody and safekeeping, delegation of authority, securities losses and remedial actions, and documentation of all transactions.

Cash Flow Forecasting

Cash flow forecasting is a control designed to protect and sustain cash flow requirements of the College. The Investment Officer will maintain a cash flow analysis designed to forecast cash positions for investment purposes.

INVESTMENT POLICY ADOPTION

The Investment Committee may suggest Policy changes to the Board of Trustees at any time. The Board of Trustees shall review and adopt, by resolution, its Investment Policy and investment strategies not less than annually and the approving resolution shall designate any changes made to the Policy.

Policy #:	V-O
Policy Name:	Policy on Investment Policy and Strategy
Pages:	9
Adopted Date:	August 3, 2009

Revision/Reviewed Date:	July 7, 2014; July 21, 2015
Effective Date:	August 3, 2009, July 7, 2014 and July 21, 2015
Associated Guideline:	

**SAN JACINTO COMMUNITY COLLEGE DISTRICT
PURCHASE RECAP
AUGUST 15, 2016**

I. EQUIPMENT, SUPPLIES & SERVICES BIDS

IFB #16-16		
Welding Machine Trainers (pgs. 2-4)	\$	265,000
RFP #16-27		
Advanced Manufacturing Training Courses (pgs. 5-7)		100,000
RFP #16-24		
Moving Services (pgs. 8-9)		<u>150,000</u>
TOTAL OF ALL BIDS		515,000

**II. PURCHASE REQUESTS,
SOLE SOURCE VENDORS,
COOPERATIVES, AND CONTRACT RENEWALS**

Purchase Request #1 -		
Annual Renewals (pgs. 10-19)	\$	35,193,526
Purchase Request #2 -		
Purchasing Cooperatives (pgs. 20-21)		-
Purchase Request #3 -		
Data Networking Equipment (pgs. 22)		3,100,000
Purchase Request #4		697,000
K-Sim Engine Full Mission Trainer (pgs. 23-24)		
Purchase Request #5 -		
Graduation Event License (pgs. 25)		<u>108,000</u>
TOTAL OF PURCHASE REQUESTS		39,098,526
GRAND TOTAL:	\$	<u><u>39,613,526</u></u>

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve the purchase of welding machine trainers from The Lincoln Electric Company for the Welding Technology department at North campus.

BACKGROUND

An invitation for bids, Project Number 16-16, was issued to procure the following welding machine trainers: thirty-six (36) compact wire feeder welders and one (1) pipe cutting machine. Three (3) responses were received and the bid submitted by Lincoln Electric was determined to be both responsible and responsive to all bid requirements.

Welding machine trainers are to be installed at the Center for Industrial Technology building in November 2016 for the Welding Technology courses beginning in Spring 2017. Welding Technology courses have been offered at North Campus since 1976. The program offers an Associate Degree in Applied Science in Welding Technology; two (2) Certificates of Technology: Combination Welder and Gas Shielded Welding; and two (2) Occupational Certificates: Stick Pipe Welder and Structural Welder.

IMPACT OF THIS ACTION

The compact wire feeder machines will help train our students in a multi-functional, efficient, and safe environment. The machines contain trademarks and characters that will help ensure high quality instruction, utilizing durable and reliable welding equipment.

The pipe cutting machine will benefit both the welding and pipefitting programs and will help train our students in proper cutting and beveling techniques. This piece of equipment will result in a cost savings by reducing the need to outsource pipe cutting, and it will save on instructional time when cutting bevels on pipe, while adding to the student's repertoire.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The expenditure is \$265,260 to be funded by revenue bonds as part of the Center for Industrial Technology construction budget.

MONITORING AND REPORTING TIMELINE

The equipment shall be delivered on or before November 21, 2016.

ATTACHMENTS

Attachment 1 - Tabulation

IFB #16-16
Regular Board Meeting August 15, 2016
Consideration of Approval to Purchase Welding Machine Trainers

RESOURCE PERSONNEL

William Raffetto	281-459-7699	william.raffetto@sjcd.edu
Kevin Morris	281-922-3479	kevin.morris@sjcd.edu
Eddie Foster	281-459-7178	eddie.foster@sjcd.edu
Angela Klaus	281-998-6327	angela.klaus@sjcd.edu

Project Name Welding Machine Trainers
Project Number IFB 16-16

Welding Machine Trainer	Airgas	Lincoln Electric	Praxair
36 compact wire feeder welders	\$ 209,424.24	\$ 209,624.76	\$ 213,840.00
1 pipe cutting machine	\$ 60,619.82	\$ 55,635.00	\$ 61,860.00
	\$ 270,044.06	\$ 265,259.76	\$ 275,700.00

Final Ranking

Vendor Name	Total Price
Lincoln Electric	\$ 265,259.76
Airgas	\$ 270,044.06
Praxair	\$ 275,700.00

Consideration of Approval to Purchase Advanced Manufacturing Training Courses**ADMINISTRATION RECOMMENDATION/REPORT**

The Chancellor recommends the Board of Trustees approve a contract to provide advanced manufacturing training courses from Educated Business Resource Corp (EBRC) for the Continuing Professional Development department (CPD).

BACKGROUND

CPD began offering advanced manufacturing courses in 2010 through the American Recovery and Reinvestment Act High Growth and Emerging Industries Grant. The grant was very effective, training 182 participants in Computer Numeric Controls (CNC) Operator training, 79 participants in Industrial Automation, and 102 participants in Programmable Logic Control (PLC) Programming. These courses are currently being offered through a TWC Skills Development Fund grant with PolyOne and DuPont. There are also opportunities with NASA and other industry partners.

The demand for advanced manufacturing courses is expected to grow due to CPD's current marketing efforts, the opening of the new North Campus Center for Industrial Technology building, the availability of grant funding, and two corporate clients, SSAB and Vallourec, who are requesting courses from the College for their employees.

A request for proposals, Project Number 16-27, was issued to provide advanced manufacturing training course curriculum and instructors as needed. One response was received and evaluated by a team consisting of CPD staff who determined the proposal submitted by EBRC would provide the best value to the College.

IMPACT OF THIS ACTION

CPD anticipates elevating the skill level of more unemployed, underemployed, and incumbent workers with additional available courses through the award of this contract. The reputation of these courses is attracting companies to enroll their employees in order to improve the skill level of their workforce.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for these services is \$100,000. This expenditure is funded by CPD Computer/IT Department's 2016-2017 operating budget and subsequent year budgets, subject to approval by the Board.

MONITORING AND REPORTING TIMELINE

The initial award term will be for one (1) year, commencing September 2, 2016 with renewal options of three (3) one-year time periods.

RFP #16-27
Regular Board Meeting August 15, 2016

Consideration of Approval to Purchase Advanced Manufacturing Training Courses

ATTACHMENTS

Attachment 1 – Tabulation

RESOURCE PERSONNEL

Craig Zimmerman	281-478-3684	Craig.zimmerman@sjcd.edu
Jerelyn Glenn	281-542-2066	Jerelyn.glenn@sjcd.edu
Genie Freeman-Scholes	281-998-6349	Genevieve.scholes@sjcd.edu

Project Name Advanced Manufacturing Training Services
Project Number RFP 16-27
Number of Evaluators 3

Stated Criteria	Criteria Explanation	Total Points Available	EBRC
Price Proposal	Pricing per student or per course rate for on-site work. State all anticipated, reimbursable travel-related expenses	90	50
Qualifications and Experience of Personnel	Professional experience and qualifications of the individuals assigned to the account	75	43
Project Approach and Services	Vendor's relevant approach and methodology analyzing the likelihood of project success. Provide course syllabi and a draft of electronic flyer or brochure for student recruitment.	60	47
Qualifications and Experience of Firm	Firm's description, history, size and staff composition. Describe experience with higher education	45	37
Business Questionnaire	Performance reputation, delivery, and value added services.	30	23
		300	200
			Total Points Received

Final Ranking

Vendor Name	Total Score
EBRC	200

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve a contract with A-Rocket Moving & Storage to provide moving services.

BACKGROUND

A request for proposals, Project Number 16-24, was issued to procure moving services for the Maintenance & Facilities department. Seven (7) responses were received and evaluated by a team consisting of representatives from Maintenance & Facility and campus staff who determined the proposal submitted by A-Rocket Moving & Storage would provide the best value to the College.

IMPACT OF THIS ACTION

The Maintenance & Facility department coordinates and schedules all moves within the College and must rely on an external moving company to assist with planning and facilitating the movement of physical assets and personal effects within the College. The need is intensified by the number and size of moves required due to ongoing renovation projects and completion of new facilities. The business of the College would be unduly hindered, and occupancy of newly renovated and constructed buildings would be delayed if the use of an outside moving firm was not utilized.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for these services is \$150,000. This expenditure will be funded by the Maintenance & Facilities department's 2016-2017 operating budget.

MONITORING AND REPORTING TIMELINE

The initial contract term will be for one (1) year, September 1, 2016 through August 31, 2017, with renewal options of four (4) additional one-year periods.

ATTACHMENTS

Attachment 1 – Tabulation

RESOURCE PERSONNEL

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Larry Logsdon	281-998-6120	larry.logsdon@sjcd.edu
Angela Klaus	281-998-6327	angela.klaus@sjcd.edu

Project Name Moving Services
Project Number RFP 16-24
of Evaluators 4

Stated Criteria	Criteria Explanation	Total Points Available	All Points Moving & Storage	A-Rocket Moving & Storage	Clark, Duncan & Morris	East End Transfer & Storage	Pioneer Contract Services	Roadrunner Moving & Storage	Wald Relocation Services
Firm Qualifications and Experience	Firm's history, size, locations, and years of service	25	19.25	21.25	23.00	20.00	20.25	21.25	21.50
Personnel Qualifications and Experience	Professional experience and qualifications of individuals assigned to the account	10	8.25	8.75	9.00	7.13	8.13	8.25	8.00
Project Approach & Services	Technical approach to the scope of services and implementation processes	30	24.00	25.75	26.25	24.00	24.75	25.75	24.75
Price Proposal	Firm's ability to meet requirements within a competitive price	25	21.12	18.90	16.09	13.72	13.98	14.34	14.18
References	Firm's performance and reputation with other clients	10	7.75	8.63	8.88	7.50	8.25	8.00	7.75
		100	80.37	83.28	83.22	72.35	75.36	77.59	76.18
Total Points received									

Final Ranking

Vendor Name	Total Score
A-Rocket Moving & Storage	83.28
Clark, Duncan & Morris	83.22
All Points Moving & Storage	80.37
Roadrunner Moving & Storage	77.59
Wald Relocation Services	76.18
Pioneer Contract Services	75.36
East End Transfer & Storage	72.35

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the following purchase requests which encompass the annual contract renewals and anticipated expenditures from existing suppliers in excess of \$50,000 during the 2016-2017 fiscal year. Funds will not be expended until after the fiscal year 2016-2017 budget has been approved by the Board.

***Auxiliary Services* \$4,450,000**

Barnes and Noble to provide bookstore operation services procured through RFP #07-21. This is the tenth year of a ten-year contract with an option to renew for one additional year. The current contract term expires June 14, 2017. The estimated annual expenditure is \$4,000,000.

Sysco, Houston to provide food supplies procured through RFP #15-17. This renewal will exercise the first of three one-year renewal options available. The first renewal contract term expires August 31, 2017. The estimated annual expenditure is \$450,000.

***Continuing and Professional Development (CPD)* \$2,140,000**

Alliance Safety Council to provide training materials for the Certified Occupational Safety Specialist program. The sole source number is 1334. The estimated annual expenditure is \$90,000.

LZ Technology, Inc. to provide internship staffing services procured through RFP #13-09. This is the third year of a possible five year contract. The contract expires August 31, 2018. The estimated annual expenditure is \$2,000,000.

The Quality Group to provide training materials and services for CPD courses. Agreement effective December 20, 2011 and remains in effect until terminated. The estimated annual expenditure is \$50,000.

***Educational Technology* \$1,650,000**

Blackboard to provide the annual software license and maintenance for the Blackboard online class delivery, web support services and emergency notification system. The sole source number is 1225. This is the fourth year of a five year contract. The current contract term expires August 31, 2017. The estimated annual expenditure is \$1,200,000.

Kaltura, Inc. to provide media streaming services procured through RFP #13-14. This is the fourth year of a possible eight year contract. The estimated annual expenditure is \$50,000.

**Purchase Request #1
Regular Board Meeting August 15, 2016
Consideration for Annual Renewals**

Smarthinking to provide the annual software license and maintenance for Smarthinking online tutoring services. The sole source number is 1224. The estimated annual expenditure is \$400,000.

Facilities and Construction

\$6,985,000

Automated Logic to provide heating, ventilation and air conditioning supplies procured through the Choice Partners purchasing cooperative, contract number 14/021JN-02. The contract expires June 20, 2018. The estimated annual expenditure is \$60,000.

Construction Masters of Houston to provide job order contracting services procured through the Choice Partners purchasing cooperative, contract number 15/041JN-04. The contract expires August 17, 2017. The estimated annual expenditure is \$800,000.

City of Houston to provide impact fees, boiler renewals, permits, inspection fees, water and sewer services. This is as a sole source provider in a regulated market. The estimated annual expenditure is \$255,000.

City of La Porte to provide water and sewer services. This is as a sole source provider in a regulated market. The estimated annual expenditure is \$100,000.

City of Pasadena to provide trash removal, water and sewer services. This is as a sole source provider in a regulated market. The estimated annual expenditure is \$375,000.

Harris County FWSD No. 51 to provide water and sewer services. This is as a sole source provider in a regulated market. The estimated annual expenditure is \$150,000.

Grainger to provide maintenance, repair and operational equipment and supplies for the Maintenance department's inventory control program, general use and Bond projects procured through the E&I purchasing cooperative, contract number CNR-01248. The contract expires January 31, 2020. The estimated annual expenditure is \$600,000.

Hunton Trane to provide heating, ventilation and air conditioning maintenance services, procured through the TCPN purchasing cooperative, contract number R150502. The contract expires September 30, 2017. The estimated annual expenditure is \$150,000.

Lowes to provide maintenance, repair and operational equipment and supplies procured through the TCPN purchasing cooperative, contract number R142104. The contract expires March 31, 2017. The estimated annual expenditure is \$60,000.

NAES Central Inc. (dba Amtech Elevator Services) to provide elevator maintenance and repair services procured through the National IPA purchasing cooperative, contract number 19281. The current contract term expires August 31, 2016 and is expected to renew for another term. The estimated annual expenditure is \$150,000.

**Purchase Request #1
Regular Board Meeting August 15, 2016
Consideration for Annual Renewals**

Nalco to provide water treatment services and supplies, procured through the TXMAS purchasing cooperative, contract number TXMAS-12-73040. The current contract term expires January 1, 2017. The estimated annual expenditure is \$125,000.

Service Solutions Corporation (SSC) to provide custodial services procured through the E&I purchasing cooperative, contract number CNR01332. The contract expires August 2, 2022. The estimated annual expenditure is \$3,065,000.

Sherwin-Williams Co. to provide paint supplies, procured through the E&I purchasing cooperative. The contract expires July 31, 2017. The estimated annual expenditure is \$50,000.

Siemens Building Technologies, Inc. to provide fire alarm monitoring and life safety systems, and fire protection system inspections and supplies procured through the NJPA purchasing cooperative, contract number 031913-SIE. This is the fourth year of a five year contract. The current contract term expires April 23, 2017. The estimated annual expenditure is \$200,000.

Siemens Building Technologies, Inc. to provide maintenance and energy management systems, products and services procured through the GSA purchasing cooperative, contract number GS-07F-8728D. The contract expires December 31, 2017. The estimated annual expenditure is \$200,000.

Suncoast Resources Inc. and O'Rourke Petroleum to provide gasoline and diesel fuel. Fuel purchases are exempt from competitive sourcing per section 44.031 of the Texas Education Code. The combined estimated annual expenditure for both vendors is \$175,000.

Texan Floor Services, Ltd. to provide Mohawk Carpet Distribution, Inc. flooring supplies and installation services procured through the NJPA purchasing cooperative, contract number 022712-MCD. The contract expires March 20, 2020. The estimated annual expenditure is \$120,000.

Waste Management to provide waste disposal services procured through RFP #13-01. This is the fifth year of a possible five year contract. The contract expires September 10, 2017. The estimated annual expenditure is \$100,000.

Yellowstone Landscape (dba Bio Landscape and Maintenance, Inc.) to provide grounds keeping services procured through the Choice Partners purchasing cooperative, contract number 12/013KJ-01. The current contract term expires April 20, 2017 and is expected to renew for another term. The estimated annual expenditure is \$250,000.

Fiscal Affairs

\$1,915,526

Claims Administrative Services, Inc. to provide workers' compensation insurance procured through an interlocal agreement. The annual fixed cost for one year is \$59,382 with a claims liability not to exceed \$306,144.

Purchase Request #1
Regular Board Meeting August 15, 2016
Consideration for Annual Renewals

Daniel J. Snooks Attorney at Law to provide legal services. Legal services are classified as professional services pursuant to Section 2254 of the Texas Government Code and are exempt from competitive procurement laws pursuant to Section 44.031(f) of the Texas Education Code. The estimated annual expenditure is \$50,000.

Harris County Appraisal District to provide property appraisal services. The sole source number is 1115. The estimated annual expenditure is \$660,000.

Thompson & Horton LLP to provide legal services. Legal services are classified as professional services pursuant to Section 2254 of the Texas Government Code and are exempt from competitive procurement laws pursuant to Section 44.031(f) of the Texas Education Code. The estimated annual expenditure is \$400,000.

Texas Association of School Boards (TASB) Risk Management Fund for unemployment compensation insurance procured through an interlocal agreement. The estimated annual expenditure is \$150,000.

Touchnet Information Systems, Inc. to provide the software license and annual maintenance for Touchnet Payment, Bill-Pay Suites, Market Place and Sponsor Point. The sole source number is 1214. The estimated annual expenditure is \$290,000.

General Operations

\$8,040,000

Advanced Technologies Consultants to provide technical training equipment for instructional programs procured through the ESC Region 5 purchasing cooperative, contract number 20140406. The contract expires May 31, 2017. The estimated annual expenditure is \$50,000.

Airgas LLC to provide welding and medical gases procured through the E&I purchasing cooperative, contract number CNR01362. The contract expires September 30, 2019. The estimated annual expenditure is \$125,000.

Anson Aviation to provide flight training services procured through RFP #12-09. This is the fifth year of a possible five year contract. The contract term expires August 31, 2017. The estimated annual expenditure is \$200,000.

B & H Foto and Video to provide photo supplies and equipment procured through multiple purchasing cooperative contracts: E&I contract number CNR01341, expires July 31, 2018; and BuyBoard contract number 482-15, expires April 30, 2018. The estimated annual expenditure is \$120,000.

CDW-G to provide annual software maintenance licenses, computer supplies, and equipment, procured through multiple cooperative contracts: Choice Partners contract number 13/068DG-09, expires January 22, 2017; National IPA contract number 130733, expires August 17, 2018; and DIR contract number DIR-TSO-2661, expires September 19, 2018. The estimated annual expenditure is \$120,000.

**Purchase Request #1
Regular Board Meeting August 15, 2016
Consideration for Annual Renewals**

CenterPoint Energy Resources to provide natural gas. This is a sole source provider in a partially regulated market. The estimated annual expenditure is \$210,000.

College Board to provide Texas Success Initiative (TSI) Assessment tests. The sole source number is 1384. The estimated annual expenditure is \$150,000.

Constellation to provide electricity services procured through RFP #14-14. This is the third year of a five year contract and includes five percent green energy. The contract expires December 11, 2019. The estimated annual expenditure is \$3,400,000.

Elsevier to provide HESI assessment exams to nursing students to measure their progress throughout the nursing curriculum and predict student success on national examinations. The sole source number is 1391. The estimated annual expenditure is \$200,000.

Fisher Scientific to provide science and lab supplies and equipment procured through the Provista purchasing cooperative, contract number MR91000-2009. The current contract term expires October 31, 2016. The estimated annual expenditure is \$50,000.

Furniture Marketing Group, Inc. (FMG) to provide furniture and installation services procured through the U. S. Communities purchasing cooperative, contract number 4400003402. The current contract term expires December 31, 2016 and is expected to renew for another term. The estimated annual expenditure is \$200,000.

Facility Interiors to provide furniture and installation services procured through the Choice Partners purchasing cooperative, contract number 15/031CG-08. Contract expires July 20, 2017. The estimated annual expenditure is \$200,000.

Haworth to provide furniture procured through U. S. Communities purchasing cooperative, contract number 4400003402. The current contract term expires December 31, 2016 and is expected to renew for another term. The estimated annual expenditure is \$600,000.

Konica Minolta to provide leased copiers procured through the DIR purchasing cooperative, contract number DIR-TSO-3082. The contract expires August 13, 2019. The estimated annual expenditure is \$330,000.

Lab Resources Inc. to provide technical training equipment and supplies for instructional programs procured through the Choice Partners purchasing cooperative, contract number 13/062DG-29. The current contract term expires November 18, 2016 and is expected to renew for another term. The sole source number for electronic training systems is 1406. The estimated annual expenditure is \$50,000.

McCorvey Prepared Precision Products, L.P. DBA Flying Tigers to provide flight training services procured through RFP #12-09. This is the fifth year of a possible five year contract. The contract term expires August 31, 2017. The estimated annual expenditure is \$600,000.

Purchase Request #1
Regular Board Meeting August 15, 2016
Consideration for Annual Renewals

Meador Staffing Services, Inc. to provide temporary personnel agency services procured through RFP #11-15. This is the fifth year of a possible five year contract and has been extended through November 30, 2016. The estimated expenditure until the anticipated award of the new contract in September is \$100,000.

Office Max/Office Depot to provide general office supplies procured through the Purchasing Solutions Alliance (PSA) purchasing cooperative, contract number 13-100. This is the fourth year of a possible five year contract. The current contract term expires May 18, 2017. The estimated annual expenditure is \$675,000.

Praxair Distribution Inc. dba Acetylene Oxygen Company to provide welding consumables for instructional programs, procured through the Choice Partners purchasing cooperative, contract number 13-032DG-01. The contract expires September 16, 2017. The estimated annual expenditure is \$50,000.

Southern Computer Warehouse (SCW) to provide computer supplies and equipment procured through multiple purchasing cooperatives. The BuyBoard contract number 498-15 expires December 31, 2018. The estimated annual expenditure is \$100,000.

Technical Laboratory Systems Inc. to provide technical training equipment and supplies for instructional programs procured through the Choice Partners purchasing cooperative contract number 14/034MP-14 for training system distributor. The current contract term expires September 16, 2016 and is expected to renew for another term. The sole source number is 1363 for Amatrol equipment purchased from this supplier. The estimated annual expenditure is \$50,000.

Texas Association of Community Colleges (TACC) for annual membership dues and building and mathways assessment fees. The sole source number is 1116. The estimated annual expenditure is \$100,000.

Verizon Wireless to provide wireless phone service for approximately 250 phone lines procured through the GSA purchasing cooperative, contract number GS-35F-0119P. The contract expires December 2, 2018. The estimated annual expenditure is \$80,000.

United Flight Systems to provide flight training services procured through RFP #12-09. This is the fifth year of a possible five year contract. The contract term expires August 31, 2017. The estimated annual expenditure is \$120,000.

United States Postal Services for the campus post offices and mailing services. The sole source number is 1106. The estimated annual expenditure is \$65,000.

VWR International (Ward's Natural Science & Sargent Welch) establishment to provide science and lab supplies and equipment procured through the BuyBoard purchasing cooperative, contract numbers 487-15 and 498-15, and E & I purchasing cooperative, contract number CNR-01163. The contracts expire October 31, 2018 and June 30, 2018 respectively. The estimated annual expenditure is \$95,000.

**Purchase Request #1
Regular Board Meeting August 15, 2016
Consideration for Annual Renewals**

ITS

\$7,060,000

Acquia to provide the College's hosted Drupal Platform for its website. The sole source number is 1378. The estimated annual expenditure is \$90,000.

AT&T to provide internet access and telephone services procured through DIR purchasing cooperative, contract number DIR-TSO-3420. The contract expires June 10, 2018. The estimated annual expenditure is \$280,000.

Comcast to provide internet connectivity upgrade services procured through RFP 14-05. This is the third year of a possible five year contract. The contract term expires September 11, 2017. Comcast also provides TV and internet services college-wide in a regulated access market as well as the plan to acquire new circuits in the coming year. The estimated annual expenditure is \$140,000.

Dell Financial Services, LLC to provide computer leasing and equipment procured through the DIR purchasing cooperative, contract number DIR-SDD-1951. The current contract term expires January 9, 2017. The estimated annual expenditure is \$2,210,000.

Dell Marketing, LP to provide computer supplies and Microsoft license agreements procured through the DIR purchasing cooperative, contract number DIR-SDD-1951. The contract expires January 9, 2017. The estimated annual expenditure is \$670,000.

Ellucian to provide annual software licenses and maintenance for the Banner software system procured through the Texas A&M Corpus Christi Texas Connection Consortium inter-agency agreement. Also included are Banner functional and technical consultation and Banner data implementation services. The sole source number is 1232. The estimated annual expenditure is \$850,000.

Information Builders to provide software maintenance for the Webfocus programs. The sole source number is 1269. The estimated annual expenditure is \$70,000.

JourneyEd.com Inc. to provide Adobe creative cloud licenses for \$88,000 procured through RFP 15-04 and additional \$12,000 for miscellaneous purchases. This is the second year of a three year contract term. The contract expires October 23, 2017. The estimated annual expenditure is \$100,000.

Layer3 Communications, LLC to provide software, hardware, products, services and maintenance for equipment including telephone and server equipment, network data switch gear and wireless access points procured through the DIR purchasing cooperative, contract number DIR-TSO-2679. The contract expires September 19, 2018. The estimated annual expenditure is \$280,000.

**Purchase Request #1
Regular Board Meeting August 15, 2016
Consideration for Annual Renewals**

Lan Walton to provide information technology consulting services procured as a professional service. The estimated annual expenditure is \$350,000.

Level 3 Communications formerly known as TW Telecom of Texas, LLC to provide internet access procured through the DIR purchasing cooperative, contract number DIR-TEX-AN-NG-CTSA-006. The contract expires August 4, 2021. The estimated annual expenditure is \$170,000.

Mythics, Inc. to provide Oracle software licenses and maintenance procured through the DIR purchasing cooperative, contract DIR-TSO-2548. The contract expires October 16, 2018. The estimated annual expenditure is \$350,000.

Network Cabling Services (NCS) to provide audio video installation and equipment for projects across all campuses, procured through multiple purchasing cooperatives. TCPN contract number R5168, expires June 30, 2017 and BuyBoard contract number 482-15, expires April 30, 2018. The estimated annual expenditure is \$60,000.

PCM Gov, Inc. to provide hardware, software, networking equipment, storage, peripherals, supplies, Citrix subscription licenses and software renewals through multiple purchasing cooperatives. DIR contract number DIR-TSO-2823, expires May 18, 2017, and BuyBoard contract number 498-15 expires December 31, 2018. The estimated annual expenditure is \$220,000.

SHI Government Solutions Inc. to provide maintenance, peripherals and supplies through multiple purchasing cooperatives. DIR contract number DIR-SDD-2067, expires March 28, 2017, TCPN R150704, expires September 30, 2018, and BuyBoard contract number 498-15 expires December 31, 2018. The estimated annual expenditure is \$70,000.

Texas A&M University Corpus Christi for maintenance of Banner, DegreeWorks, FlexReg, E-Learning, Recruiter software modules, and anticipated consulting to support Banner XE and Pathways procured through an interagency contract. The estimated annual expenditure is \$800,000.

Windstream Corporation to provide Avaya Software Support and Upgrade (SSU) and hardware maintenance procured through the DIR purchasing cooperative, contract number DIR-TSO-2649, expires December 29, 2018 and DIR-TSO-2654, expires February 10, 2019. The estimated annual expenditure is \$350,000.

Lease Agreements

\$703,000

Houston Pilots Association to provide a vessel piloting simulator for the Maritime program. The lease agreement is a five-year term effective December 31, 2013, with the option to extend for an additional five-year term. Annual lease payments of \$50,000, paid quarterly.

**Purchase Request #1
Regular Board Meeting August 15, 2016
Consideration for Annual Renewals**

St. Charles Interest, Inc. for a facility located at 3234 East Pasadena Freeway to house the Applied Trades and Technology Programs offered by CPD. The current term of the lease extends through June 30, 2019. Leasing of real property does not fall within the requirements for competitive bidding required in Chapter 44 of the Texas Education Code. The annual cost of the lease is \$98,000.

Apartments are leased to provide housing for student athletes on scholarship. Lease agreements range from nine to twelve month terms based on availability and requirements specific to each complex. Leasing of real property does not fall within the requirements for competitive bidding required in Chapter 44 of the Texas Education Code.

Alta Crossing Apartments, LP	\$182,000
Beamer Place	\$210,000
Campus View Houston, LP	\$ 63,000
CEG San Jacinto LLC	\$100,000

Library Services

\$555,000

Amigos Library Services, Thomson/Gale, Infobase Publishing, Online Computer Library Center, Inc., Oxford University Press, R.R. Bowker, LLC, Springshare, Inc., and various other vendors to provide access to digital library databases. Library purchases are exempt from competitive bidding per Sections 44.0311(c) and 130.0101 of the Texas Education Code. The estimated annual expenditure is \$100,000.

Schroeder's Book Haven, Yankee Book Peddler Inc., Thomson/Gale, West Group, and various other vendors to provide library books, equipment, and supplies. Library purchases are exempt from competitive bidding per Sections 44.0311(c) and 130.0101 of the Texas Education Code. The estimated annual expenditure is \$250,000.

EBSCO Subscription Services to provide access to digital library databases. Library purchases are exempt from competitive bidding per Sections 44.0311(c) and 130.0101 of the Texas Education Code. The estimated annual expenditures for the databases are \$130,000.

Innovative Interfaces to provide hosting and maintenance services of the Sierra Integrated Library System and subscription services to InnView. The sole source number is 1387. The estimated annual expenditure is \$75,000.

Marketing

\$1,695,000

Outfront Media (formerly CBS Outdoor) and Howard Fetzer to provide outdoor advertising/billboards for marketing purposes. The sole source number is 1418. The estimated annual expenditure is \$165,000.

Purchase Request #1
Regular Board Meeting August 15, 2016
Consideration for Annual Renewals

Houston Chronicle to provide advertising services for marketing and legal notices posted by the College. The sole source number is 1194. The estimated annual expenditure is \$530,000.

Steel Digital Studios dba Steel Branding to provide media buying services for the College procured through RFP 14-15. This is the third year of a possible five year contract. The contract term expires August 31, 2017. The estimated annual expenditure is \$500,000.

Steel Digital Studios dba Steel Branding to provide digital advertising and search engine optimization for the College procured through RFP 15-19. This is the second year of a possible five year contract. The contract term expires August 31, 2017. The estimated annual expenditure is \$500,000.

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve utilization of purchasing cooperatives on an as-needed basis for authorized expenditures for the fiscal year 2016-2017.

BACKGROUND

The College participates in various purchasing cooperatives, group purchasing organizations, government purchasing alliances, interagency agreements, bids and contracts both in and out of the State of Texas. The purpose of the cooperatives is to provide lower prices and better quality products for educational institutions belonging to the cooperatives and allows the College to take advantage of leveraged buying through these various agreements. The contracts awarded through these cooperatives are competitively bid and comply with the State of Texas competitive bidding requirements.

IMPACT OF THIS ACTION

The purchase of products and services through competitively bid purchasing cooperatives allows the College to leverage buying power by pooling the purchasing volume of multiple governmental and educational institutions in order to obtain the best value for the cooperative members. Utilizing these competitively bid contracts also saves time and money as these contracts are readily available for use when a need arises and precludes the requirement to initiate a formal solicitation process. Buying through the cooperatives meets the requirements of the State bidding laws and College purchasing policies.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Items purchased through the cooperatives will be procured utilizing individual departmental budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 - List of Interlocal Purchasing Cooperatives

RESOURCE PERSONNEL

Ann Kokx-Templet

281-998-6103

ann.kokx-templet@sjcd.edu

Attachment #1 – List of Interlocal Purchasing Cooperatives

City of Houston and Metropolitan Transit Authority
Claims Administrative Services (CAS)
Educational & Institutional Cooperative Purchasing (E&I)
First Choice Cooperative (FCC)
Harris County Department Education (HCDE) - Choice Partners
Houston-Galveston Area Council (H-GAC)
Horizon Resource Group
Managed Healthcare Associates, Inc. (MHA)
National Association of Educational Procurement (NAEP)
National Joint Powers Alliance (NJPA)
National Intergovernmental Purchasing Alliance (IPA)
Provista
Purchasing Solutions Alliance (PSA)
Region 2 Education Service Center (ESC)
Region 4 Education Service Center (ESC)
Region 5 Education Service Center (ESC)
Region 19 Education Service Center (ESC)
State of Texas Cooperative Purchasing Program
Tarrant County Cooperative Purchasing Program
Texas Association of Community Colleges (TACC) - Texas Community College
Cooperative Purchasing Network (TCCCPN)
Texas Association of Public Educators (TAPE)
Texas Association of School Boards (TASB) - BuyBoard
Texas Department of Information Resources (DIR)
Texas Interlocal Purchasing System (TIPS/TAPS)
Texas Investment Provider Selection Committee (TIPSC)
Texas Multiple Award Schedule (TXMAS)
Texas Procurement and Support Services (TPASS)
Texas State Management Travel Program (TSTMP)
The Cooperative Purchasing Network (TCPN)
U.S. Communities Government Purchasing Alliance
U.S. General Services Administration (GSA), Schedules 70 and 84

Purchase Request #3
Regular Board Meeting August 15, 2016
Consideration of Approval to Purchase Data Networking Equipment

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve the purchase of data networking equipment from Layer 3 Communications (Texas) LLC for Information Technology Services (ITS) Department.

BACKGROUND

Early in 2010, ITS replaced the data networking infrastructure at the College with an expected life span of seven years. This equipment modernized our data communications and provided faster and more reliable services with greater access for students and employees. The College's data network provides the underlying connectivity for lab and classroom computers used for instruction and all employee computing.

Layer 3 Communications has a contract through the Department of Information Resources (DIR) cooperative contracts program to provide data communications and networking equipment and related services, Contract Numbers DIR-TSO-2641 and DIR-TSO-2679, which comply with the competitive procurement requirement in Section 44.031 of the Texas Education Code and is permitted through Section 791.011(g) of the Texas Government Code.

IMPACT OF THIS ACTION

This purchase will replace aging data networking infrastructure. The new core and edge network switches delivers higher performance, improved redundancy and better manageability. Over the last seven years, we have seen a significant and persistent growth in data usage. This stems from increased dependency on the internet for instructional purposes as well as our transition to cloud based systems like Office 365. This purchase will support these needs and continued growth.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated expenditure for this request is \$3,100,000. This expenditure is funded the by 2008 Bond program with an allocation from the contingency.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Rob Stanicic	281-669-4023	Rob.stanicic@sjcd.edu
Allen Bourque	281-922-3494	Allen.bourque@sjcd.edu
Genie Freeman-Scholes	281-998-6349	Genevieve.scholes@sjcd.edu

Purchase Request #4
Regular Board Meeting August 15, 2016

Consideration of Approval to Purchase Kongsberg K-SIM Engine Full Mission Trainer

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve the purchase of the Kongsberg K-SIM Engine Full Mission Trainer for the Maritime Center.

BACKGROUND

In 2013, the San Jacinto College Maritime Center installed the Kongsberg Polaris Full Mission Bridge Simulator. The simulator was provided by the Houston Pilots Association, and the simulator has allowed the College to offer Coast Guard Standards of Training, Certification and Watchkeeping (STCW) training for working mariners and students enrolled in the credit AAS maritime program. The Kongsberg K-SIM Engine Room Full Mission Trainer will be used to teach additional courses for working mariners and will enable credit programming to expand to include Engine Room training.

For two years, there has been discussion of changes to Coast Guard Standards certification requirements. When the Maritime Campus was built, the facility was designed to accommodate the addition of an engine room simulation training if the US Coast Guard enacted the proposed changes in certification training requirements. The proposed changes that require engine room certifications for working mariners were approved in June 2016 and are effective January 2017. The purchase of the K-Sim Full Mission Engine Room Trainer will allow San Jacinto College to offer the expanded assessments and training to working mariners beginning in early spring 2017. Faculty will begin development of maritime engineering courses to augment the maritime program offerings immediately.

The Kongsberg K-SIM Engine Full Mission Trainer is the only approved engine simulator that interfaces directly into the proprietary Kongsberg Polaris Bridge Simulator, allowing communication between the bridge and the engine room to occur in real-time as it would aboard a ship.

Kongsberg is the sole source provider of the K-SIM Engine Full Mission Trainer. The Kongsberg K-SIM Engine Full Mission Trainer is exempt from competitive bidding per Section 44.031(j) of the Texas Education. Sole source number 1463 has been assigned.

IMPACT OF THIS ACTION

The purchase of the Kongsberg K-SIM Engine Full Mission Trainer will accommodate working mariners needing training to maintain credentials, as well as allow the College to expand the credit offerings in maritime programs. Until recently, only deck mariners were required to perform practical assessment, and San Jacinto College has both a full bridge simulator and two navigation labs to meet those needs. Under the new International Convention on STCW for Seafarers, the engineering mariner will now be required to conduct practical assessments. The College will be the first and only maritime training center in the Gulf Coast to offer this training. Because the US Coast Guard has made a priority for hands-on assessments, both credit and noncredit mariners will benefit from having a full engine room simulator. Without the purchase of the engine room simulator, several courses currently

Consideration of Approval to Purchase Kongsberg K-SIM Engine Full Mission Trainer

being taught will no longer be able to be offered, and there will be a gap in training capacity to meet industry needs.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The expenditure for this purchase is \$697,000 and will be funded by the 2008 bond program. Approximately \$400,000 is available in the original maritime center construction budget and the remainder will come from the 2008 bond contingency. Gross projected revenues from the engine simulator courses are estimated at \$400,000 annually. The revenue and related instruction costs will be incorporated into the FY 2017 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Allatia Harris	281-459-7140	Allatia.Harris@sjcd.edu
Sarah Janes	281-478-3605	Sarah.Janes@sjcd.edu
William Pickavance	281-459-5486	William.Pickavance@sjcd.edu

Purchase Request #5
Regular Board Meeting August 15, 2016
Consideration of Approval to Purchase Graduation Event License

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve an event license agreement with SMG/NRG Park, as the venue for the May 2017 graduation ceremony.

BACKGROUND

The College is planning to conduct its 2017 spring commencement ceremony on Saturday, May 13, 2017 at NRG Stadium in NRG Park. This will be the third college commencement event held at NRG Stadium and will include graduating students from the spring 2017 semester. The venue will easily accommodate guest seating of 10,000. The attendance at the spring 2016 event included approximately 9,800 guests, 770 graduation participants, and 280 faculty members.

Leasing of an event venue is exempt from the competitive procurement requirements for goods and services mandated in Chapter 44 of the Texas Education Code.

IMPACT OF THIS ACTION

Approval of the licensing agreement will facilitate access to a large facility and allow the College to conduct one commencement ceremony for all graduates and their guests inclusive of all programs from all three campuses.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated expenditure for this request is \$108,000. This expenditure will be funded by the Student Services department's 2016-2017 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Joanna Zimmerman	281-476-1873	Joanna.Zimmermann@sjcd.edu
Kevin McKisson	281-476-1843	Kevin.McKisson@sjcd.edu
Ann Kokx-Templet	281-998-6103	Ann.Kokx-Templet@sjcd.edu

Item "A"
Regular Board Meeting August 15, 2016
Approval of the Minutes for the July 11, 2016
Board Workshop and Regular Board Meeting

RECOMMENDATION

The Chancellor requests that the Board of Trustees approve the minutes for the July 11, 2016, Board Workshop and Regular Board Meeting.

**San Jacinto College District Board Workshop
July 11, 2016
District Administration Building, Suite 201**

MINUTES

	Board Workshop Attendees:	Board Members: Marie Flickinger, Brad Hance, Dan Mims, John Moon, Jr., Keith Sinor, Dr. Ruede Wheeler, Larry Wilson Chancellor: Brenda Hellyer Others: Ann Kokx-Templet, Chet Lewis, Mandi Reiland, Rob Stanicic, Steve Trncak
	Agenda Item:	Discussion/Information
I.	Call the Meeting to Order	Workshop began at 5:16 p.m.
II.	Roll Call of Board Members	Board Members: Dan Mims, Marie Flickinger, Brad Hance, John Moon, Jr., Keith Sinor, Dr. Ruede Wheeler, Larry Wilson
III.	Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071, 551.074, & 551.076, of the Texas Open Meetings Act	Adjourned to closed session at 5:17 p.m. a. For the purpose of discussing the purchase, exchange, lease or value of real property. Ann Kokx-Templet, Chet Lewis, Steve Trncak, and Mandi Reiland were present for Item A of the executive session. b. 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. Chet Lewis, Steve Trncak and Mandi Reiland were present for Item B of the executive session. c. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Chet Lewis, Rob Stanicic, Steve Trncak, and Mandi Reiland were present for Item C of the executive session.
IV.	Reconvene in Open Meeting	Reconvened in open meeting at 6:31 p.m.

<p>V.</p>	<p>Review of 2015 Junior College Assessment Report</p>	<p>Chet Lewis gave overview of the Junior College Assessment Report (JCAR). He explained that the JCAR is an assessment tool that all junior colleges use to evaluate the college’s readiness for disaster situations. The following areas are assessed:</p> <ul style="list-style-type: none"> • Environmental Design • Police and Security • Emergency Management • IT Security • Environmental Health and Safety • Facilities • Business Continuity • Policies • Communications • Residential <p>Chet explained that the JCAR assessment is performed every three years and after each assessment, a planned improvement list is prepared and prioritized. The report was submitted in August 2015. One of the requirements is to review the report with the governing Board of the organization.</p> <p>Marie Flickinger asked if the College needs to have emergency response training for students. Chet stated that the safety assessment does not go to students currently, but we can look into that. Marie asked about question 13 on the handout. Chet explained the question, “Does your college district provide residential facilities,” was answered correctly, because the College does not own any residential facilities. Currently, the College utilizes rental facilities for athlete housing. No action was needed from the Board. This report was informative.</p>
<p>VI.</p>	<p>Update on Budget Preparation and Upcoming Legislative Session</p>	<p>Brenda Hellyer explained the letter from the State of Texas. The letter explains four percent budget cuts will be required when the 2018-2020 biennium Legislative Appropriations Request is submitted.</p> <p>Brenda explained that at a Texas Association of Community Colleges (TACC) meeting last week, the four percent reduction was discussed along with TACC’s legislative funding request. TACC is still waiting to hear from the Legislative Budget Board on details regarding the exact calculation and reporting requirements. The priorities defined at the TACC meeting were:</p> <ol style="list-style-type: none"> 1. Restore 4% cut,

		<p>2. Increase core funding \$25 million, and 3. Increase funding by 5%.</p> <p>Brenda explained that the College’s budget process for fiscal year 2017-2018 will be to employ the principles of zero based budgeting. Brenda has already asked departments to cut their budgets by two percent. At the Finance Committee meeting on August 2, details on the budget will be presented. Documents will go out to the Board following the meetings on August 2. The budget will be presented to the Board for the August 15 Board budget workshop and budget hearing.</p> <p>Dr. Ruede Wheeler asked if we would have our tax assessment values numbers by the August 2016 meetings. Brenda explained that estimates will be used in the budget documents until certified numbers are received in late August.</p> <p>Marie asked when the four percent budget cuts will be. Chet explained that the budget cuts will be for fiscal year 2018 (academic year 2017-2018) and 2019 (academic year 2018-2019).</p>
VII.	Complete Conflict of Interest Forms	Conflict of Interest forms from the College’s internal audit department were distributed to the Board members to complete and return.
VIII.	General Discussion of Meeting Items	There were no other items discussed.
IX.	Calendar	Brenda reviewed the Board calendar.
X.	Adjournment	Workshop adjourned at 6:48 p.m.

**San Jacinto College District
Board Meeting Minutes**

July 11, 2016

The Board of Trustees of the San Jacinto Community College District met at 7:00 p.m., Monday, July 11, 2016, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas, for the Regular Board Meeting.

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

Chancellor: Brenda Hellyer

Others Present: Tom Arrington Kevin McKisson
Joshua Banks Alexander Okwonna
Dean Barnes Jeff Parks
Marsha Bowden Bill Raffetto
James Braswell Shelley Rinehart
Michelle Callaway Shawn Silman
Janet Cowey Kelly Simons
Bill Dowell Danny Snooks
Kenneth English Janice Sullivan
Amanda Fenwick Steve Trncak
George González Van Wigginton
Justin Goodman Joanna Zimmermann
Allatia Harris
Clare Iannelli
Sallie Kay Janes
Brenda Jones
Michael Kane
Jerusha Kasch
Tami Kelly
Ann Kokx-Templett
Chet Lewis
Larry Logsdon
Jim McDaniell

Call the Meeting to order: Chair Dan Mims called the regular meeting of the Board of Trustees to order at 7:03 p.m.

Roll Call of Board Members: Marie Flickinger
Brad Hance
John Moon, Jr.
Keith Sinor
Dr. Ruede Wheeler
Larry Wilson

Invocation and Pledges to the Flags: The invocation was given by Dr. Allatia Harris. The pledges to the American flag and the Texas flag were led by Dr. Ruede Wheeler.

Special Announcements, Recognitions, and Presentations: 1. Dr. Allatia Harris introduced Coach Tom Arrington. Coach Arrington gave a presentation on the baseball team and their successful season. The Gators placed second at the 2016 National Junior College Athletic Association JUCO World Series.

Student Success Presentations: 1. George González gave an update on the Texas Higher Education Coordinating Board Almanac.

Communications to the Board: 1. A thank you was sent to the Board from Bethany Stansell, for the plant sent in memory of her grandmother.

Hearing of Such Citizens or Groups of Citizens Desiring to be Heard Before the Board: There were no citizens desiring to be heard before the Board.

Informative Reports: Dan Mims indicated such reports were in the board documents.

Motion 9720 Consideration of Approval of Amendment to the 2015-2016 Budget for Restricted Revenue and Expenses Relating to Federal and State Grants.

Motion Carried.

Yeas: Flickinger, Hance, Moon, Jr., Sinor, Wilson, Wheeler
Nays: None

Expenses Relating to Federal and State Grants

Motion 9721
Consideration of
Policy IV-C-16:
Extra Service
Agreements –
Second Reading

Motion was made by John Moon, Jr., seconded by Marie Flickinger, for Approval of Policy IV-C-16: Extra Service Agreements – Second Reading.

Motion Carried.

Yeas: Flickinger, Hance, Moon, Jr., Sinor, Wilson, Wheeler
Nays: None

Motion 9722
Consideration of
Purchasing
Requests

Motion was made by Dr. Ruede Wheeler, seconded by John Moon, Jr., for approval of the purchasing requests.

CSP #16-11	
Renovation of the North Campus Central Plant	\$1,576,000
RFQ #16-12	
Architectural Programming Services	-
RFQ #16-14	
2015 Bond Program Manager	-
RFP #16-22	
Student Athletic Accident Insurance	122,277
RFP #16-23	
Supplemental Insurance	-
Purchase Request #1 -	
Additional Funds for Traditional and Digital Media Buy	250,000
Purchase Request #2 -	
Renew Agent for Contract and Policies for Flood Insurance	183,996
Purchase Request #3 -	
Marketing Consulting Services	83,569
Purchase Request #4 -	
Additional Funds for Purchase of IT Equipment and Equipment and Supplies	<u>75,000</u>
TOTAL OF PURCHASE REQUESTS	\$2,290,842

Motion Carried.

Yeas: Flickinger, Hance, Moon, Jr., Sinor, Wilson, Wheeler
Nays: None

**Motion 9723
Consent Agenda**

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

Motion Carried.

Yeas: Flickinger, Hance, Moon, Jr., Sinor, Wilson, Wheeler
Nays: None

Adjournment:

Meeting Adjourned at 7:36 p.m.

Item "B"
Regular Board Meeting August 15, 2016
Approval of the Minutes for the July 14, 2016
Special Board Meeting

RECOMMENDATION

The Chancellor requests that the Board of Trustees approve the minutes for the July 14, 2016, Special Board Meeting.

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

July 14, 2016

The Board of Trustees of the San Jacinto Community College District met at 5:15 p.m., Thursday, July 14, 2016, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas, for a Special Board Meeting.

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

Chancellor: Brenda Hellyer

Others Present: Bo Hopper
Ann Kokx-Templet
Chet Lewis
Lorenzo Najera
Mandi Reiland

Call the Meeting to order: Chair Dan Mims called the special meeting of the Board of Trustees to order at 5:19 p.m.

Roll Call of Board Members: Marie Flickinger
Brad Hance *via conference call*
John Moon, Jr.
Keith Sinor *via conference call*
Dr. Ruede Wheeler *via conference call*
Larry Wilson

Motion 9724 Motion was made by Larry Wilson, seconded by John Moon, Jr.,
Consideration of Acceptance of Offer on Approximately 21.15 Acres in Clear Lake Area
Acceptance of Offer and Adoption of Resolution for Sale.
on Approximately
21.15 Acres in Clear

Lake Area and **Motion Carried.**

Adoption of **Yeas:** Flickinger, Hance, Mims, Moon, Jr., Sinor, Wheeler, Wilson
Resolution for Sale **Nays:** None

Adjournment: Meeting Adjourned at 5:20 p.m.

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve budget transfers for 2015-2016 which have been made in accordance with State accounting procedures.

BACKGROUND

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

IMPACT OF THIS ACTION

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

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

This request is a reclassification of existing authorizations.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 – Budget Transfers

RESOURCE PERSONNEL

Chet Lewis	281-998-6306	chet.lewis@sjcd.edu
Mini Izaguirre	281-998-6347	mini.izaguirre@sjcd.edu

SAN JACINTO COLLEGE DISTRICT
 Budget Transfers For The August 15, 2016 Board Meeting
 Budget Transfers Related to Fiscal Year 2015 - 16

DISTRICT	ELEMENT OF COST	DEBIT	CREDIT
	INSTRUCTION	-	-
	PUBLIC SERVICE	-	-
	ACADEMIC SUPPORT	850	-
	STUDENT SERVICES	2,275	9,386
	INSTITUTIONAL SUPPORT	845	39,266
	PHYSICAL PLANT	13,557	-
	AUXILIARY ENTERPRISES		
CENTRAL	INSTRUCTION	54,180	16,861
	PUBLIC SERVICE	-	-
	ACADEMIC SUPPORT	12,940	36,635
	STUDENT SERVICES	1,700	-
	INSTITUTIONAL SUPPORT	-	850
	PHYSICAL PLANT	-	-
	AUXILIARY ENTERPRISES	-	-
NORTH	INSTRUCTION	8,420	225
	PUBLIC SERVICE	-	-
	ACADEMIC SUPPORT	1,207	59
	STUDENT SERVICES	1,668	-
	INSTITUTIONAL SUPPORT	-	-
	PHYSICAL PLANT	-	-
	AUXILIARY ENTERPRISES	-	-
SOUTH	INSTRUCTION	35,650	346
	PUBLIC SERVICE	-	-
	ACADEMIC SUPPORT	1,954	32,467
	STUDENT SERVICES	850	-
	INSTITUTIONAL SUPPORT	-	-
	PHYSICAL PLANT	-	-
	AUXILIARY ENTERPRISES	-	-
		\$ 136,095	\$ 136,095

RECOMMENDATION

Recommend Board approval of the following Affiliation Agreements:

Central Campus

Department

Associate Degree Nursing Program

Associate Degree Nursing Program

Eye Care Technology Program

Eye Care Technology Program

Affiliation Entity

The University of Memphis

Grand Canyon Education Inc. d/b/a
Grand Canyon University

Majestic Optical

Greater Houston Eye Consultants

South Campus

Department

Physical Therapy Assistant Program

Nursing Program

Affiliation Entity

Memorial Hermann-Texas Medical
Center and Children’s Memorial
Hermann Hospital

South University, LLC, dba South
University Savannah

North Campus

Department

Health Information Management

Health Information Management

Health Information Management

Health Information Management

Health Information Management

Health Information Management

Health Information Management

Affiliation Entity

Philip Waller, M.D.

Fast and Urgent Care

Occupational Healthcare

Clearlake Dermatology

Clear lake Medical Center ENT

BSA Health Systems of Amarillo

The University of Texas MD
Anderson Cancer Center, Department
of Leukemia

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 "F"
Regular Board Meeting August 15, 2016
Approval of the Next Regularly Scheduled Meeting

RECOMMENDATION

The next regularly scheduled meeting of the Board of Trustees will be Monday, September 12, 2016.