

***Board of Trustees
Meeting***

May 2, 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 5:30 p.m., Monday, May 2, 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 551.072 & 551.074 of the Texas Open Meetings Act, for the following purposes:**
 - Real Estate –**
 - a. For the purpose of discussing the purchase, exchange, lease or value of real property.
 - Personnel Matters-**
 - 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.
- IV. Reconvene in Open Meeting**
- V. General Discussion of Meeting Items**
- VI. Review Calendar**
- VII. 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.

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, April 29, 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 at 7:00 p.m. on Monday, May 2, 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 the Process Technology Program for Being Awarded the Texas Association of College Technical Educators 2016 Award of Excellence Van Wigginton
 - National Association for Developmental Education College Prep Recognition Laurel Williamson
 - Recognition of Megan Greene for Receiving the Texas Association for College Admission Counseling Founders' Award Laurel Williamson
 - Recognition of Skills USA Competition Award Recipients Brenda Jones
Van Wigginton
 - Recognition of Phi Beta Lambda Competition Award Recipients Brenda Jones
Van Wigginton
 - Houston Business Journal Landmark Award Brenda Hellyer
- V. Student Success Presentations**
 - Student Success Points Update George González
 - Economic Alliance DC Trip Recap Teri Crawford
- 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

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 Ratification of Construction and License Agreement with G & H Towing Company**
- XI. Consideration of Approval of Articulation Agreement with University of St. Thomas**
- XII. Consideration of Approval of Invasive Cardiovascular Technology Program**
- XIII. Consideration of Approval of a New Occupational Therapist Assistant Program**
- XIV. Consideration of Policy IV-C-16: Extra Service Agreements – First Reading (Information Only)**

PURCHASING REQUESTS

- XV. Consideration of Purchasing Requests**

CONSENT AGENDA

- XVI. 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 April 4, 2016 Board Workshop and Regular Board Meeting**
B. Approval of the Minutes for the March 1, 2016 Board Strategic Retreat
C. Approval of the Budget Transfers
D. Approval of Personnel Recommendations & 2016 – 2017 Faculty Contract Recommendations
E. Approval of the Affiliation Agreements
F. Approval of the Next Regularly Scheduled Meeting

- XVII. Items for Discussion/Possible Action**

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

- XVIII. Adjournment**

Closed Session Authority

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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:

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Brenda Hellyer, Ed.D.

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Statement of Net Position
March 31,

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Current assets:		
Cash and cash equivalents	\$ 96,828,497	\$ 98,033,416
Investments	-	9,914,334
Accounts receivable - taxes	6,160,035	5,513,674
Accounts receivable	9,749,770	12,546,641
Deferred charges	271,441	319,913
Inventories	462,236	522,096
Total current assets	<u>113,471,979</u>	<u>126,850,074</u>
Noncurrent assets:		
Restricted cash and cash equivalents	71,291,127	55,814,486
Restricted investments	-	1,012,077
Capital assets, net	406,426,111	373,229,090
Total noncurrent assets	<u>477,717,238</u>	<u>430,055,653</u>
Total assets	<u>591,189,217</u>	<u>556,905,727</u>
Deferred outflows of resources:		
Deferred outflow related to pensions	<u>4,542,533</u>	<u>-</u>
<u>Liabilities</u>		
Current liabilities:		
Accounts payable	11,261,455	13,818,020
Accrued liabilities	1,727,076	1,500,524
Accrued compensable absences and deferred compensation	2,592,077	2,747,035
Deferred revenues	4,478,374	4,867,073
Total current liabilities	<u>20,058,982</u>	<u>22,932,652</u>
Noncurrent liabilities:		
Net pension liability	24,842,147	-
Bonds and notes payable	327,685,079	288,026,224
Total noncurrent liabilities	<u>352,527,226</u>	<u>288,026,224</u>
Total liabilities	<u>372,586,208</u>	<u>310,958,876</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>39,343,079</u>	<u>37,410,831</u>
Total net position	<u>215,546,255</u>	<u>245,946,851</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

Consolidated -All Funds
(Not Including Capital Improvement Program)

	Adjusted Budget	Actual (58.33%)	% Actual to Adjusted Budget	Prior Year Actual 3/31/15	% of 8/31/15 Actual
REVENUES:					
State Appropriations	\$ 46,094,872	\$ 24,713,064	53.61	\$ 24,875,472	53.57
Local Taxes - Maintenance & Operations	59,125,000	59,375,881	100.42	54,129,779	95.63
Local Taxes - Debt Service	22,879,299	21,766,620	95.14	25,181,289	96.42
Credit Tuition	41,169,879	37,668,301	91.49	35,877,599	91.72
Credit Fees	14,514,415	11,817,018	81.42	11,604,315	84.52
Credit Exemptions & Waivers	(2,843,954)	(3,519,940)	123.77	(3,173,920)	91.55
Bad Debt	(800,000)	(473,669)	59.21	(711,665)	44.48
Continuing Professional Development	6,445,000	3,894,249	60.42	3,192,094	53.36
Sales & Services	1,507,900	1,606,863	106.56	1,386,764	65.65
Investment Income	600,000	178,502	29.75	160,029	60.50
Auxiliary Services	3,590,000	2,435,676	67.85	2,256,221	60.05
Grants	68,449,680	40,003,409	58.44	41,707,242	84.25
Local Grants	2,288,965	1,535,189	67.07	1,751,765	82.81
Total	<u>263,021,056</u>	<u>201,001,163</u>	<u>76.42</u>	<u>198,236,984</u>	<u>82.37</u>
EXPENDITURES:					
Instruction	70,021,800	43,997,181	62.83	43,114,583	63.38
Public Service	5,542,376	3,607,109	65.08	2,957,388	50.70
Academic Support	29,522,964	9,293,865	31.48	8,793,934	60.24
Student Services	14,047,922	8,076,078	57.49	8,227,421	55.96
Institutional Support	68,521,174	34,858,037	50.87	35,146,262	60.24
Physical Plant	18,247,407	9,794,964	53.68	11,864,864	55.36
Scholarships and Fellowships	53,031,438	40,351,618	76.09	41,986,477	85.65
Auxiliary Enterprises	3,811,798	2,979,609	78.17	3,069,532	60.13
Depreciation	19,589,384	9,211,561	47.02	9,241,828	57.32
Capital Purchases	-	(511,938)	-	(3,576,136)	60.40
Total	<u>282,336,263</u>	<u>161,658,084</u>	<u>57.26</u>	<u>160,826,153</u>	<u>65.04</u>
TRANSFERS AMOUNG FUNDS:					
Transfers In	2,805,050	(2,921,480)	-	(522,648)	-
Transfers Out	(2,805,050)	2,921,480	-	522,648	-
Net Increase (Decrease) in Net Position	<u>\$ (19,315,207)</u>	<u>\$ 39,343,079</u>		<u>\$ 37,410,831</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

11 Unrestricted Funds

	<u>Adjusted Budget</u>	<u>Actual (58.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>Prior Year Actual 3/31/15</u>	<u>% of 8/31/15 Actual</u>
REVENUES:					
State Appropriations	\$ 36,486,413	\$ 19,136,325	52.45	\$ 19,499,998	52.50
Local Taxes - Maintenance & Operations	59,125,000	59,375,881	100.42	54,129,779	95.63
Credit Tuition	39,342,879	36,067,993	91.68	34,344,264	91.91
Credit Fees	14,514,415	11,817,018	81.42	11,604,315	84.52
Credit Exemptions & Waivers	(2,843,954)	(3,519,940)	123.77	(3,173,920)	91.55
Bad Debt	(800,000)	(473,669)	59.21	(711,665)	44.48
Continuing Professional Development	6,445,000	3,894,249	60.42	3,192,094	53.36
Sales & Services	1,507,900	1,529,826	101.45	1,336,099	65.89
Investment Income	600,000	69,828	11.64	95,291	70.99
Total	<u>154,377,653</u>	<u>127,897,511</u>	<u>82.85</u>	<u>120,316,255</u>	<u>81.34</u>
EXPENDITURES:					
Instruction	64,497,283	41,160,579	63.82	40,237,178	63.40
Public Service	4,810,077	3,254,055	67.65	2,593,444	50.12
Academic Support	13,756,541	7,200,251	52.34	6,913,728	59.95
Student Services	12,633,532	7,235,264	57.27	7,448,431	55.97
Institutional Support	37,353,917	22,774,646	60.97	21,713,938	56.93
Physical Plant	18,247,407	9,794,964	53.68	11,864,864	55.36
Total	<u>151,298,757</u>	<u>91,419,759</u>	<u>60.42</u>	<u>90,771,583</u>	<u>59.31</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	(465,903)	-	(8,149)	-
Transfers Out	2,805,050	2,469,944	-	519,450	-
Net Increase (Decrease) in Net Position	<u>\$ 273,846</u>	<u>\$ 34,473,711</u>		<u>\$ 29,033,371</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

Federal Restricted Funds

	Adjusted Budget	Actual (58.33%)	% Actual to Adjusted Budget	Prior Year Actual 3/31/15	% of 8/31/15 Actual
REVENUES:					
Grants	\$ 65,032,764	\$ 38,104,597	58.59	\$ 39,790,043	83.94
Total	<u>65,032,764</u>	<u>38,104,597</u>	<u>58.59</u>	<u>39,790,043</u>	<u>83.94</u>
EXPENDITURES:					
Instruction	671,723	373,121	55.55	344,870	68.19
Public Service	244,623	101,629	41.55	109,349	56.65
Academic Support	14,534,949	1,299,413	8.94	911,506	60.31
Student Services	392,105	216,933	55.33	150,468	88.95
Institutional Support	1,877,505	591,636	31.51	473,047	47.54
Scholarships and Fellowships	47,311,859	35,521,865	75.08	37,800,803	85.85
Total	<u>65,032,764</u>	<u>38,104,597</u>	<u>58.59</u>	<u>39,790,043</u>	<u>83.94</u>
TRANSFERS AMOUNG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

State Restricted Funds

	Adjusted Budget	Actual (58.33%)	% Actual to Adjusted Budget	Prior Year Actual 3/31/15	% of 8/31/15 Actual
REVENUES:					
State Paid Benefits	\$ 9,608,459	\$ 5,576,739	58.04	\$ 5,375,474	57.85
Grants	3,416,916	1,898,812	55.57	1,917,199	91.32
Total	<u>13,025,375</u>	<u>7,475,551</u>	<u>57.39</u>	<u>7,292,673</u>	<u>64.02</u>
EXPENDITURES:					
Instruction	4,797,178	2,383,308	49.68	2,502,564	62.45
Public Service	263,314	160,511	60.96	161,446	53.51
Academic Support	883,790	676,813	76.58	558,154	64.16
Student Services	941,093.00	590,662	62.76	589,000	50.98
Institutional Support	3,783,992	2,023,028	53.46	1,988,606	64.77
Scholarships and Fellowships	2,356,008	1,641,229	69.66	1,492,903	75.12
Total	<u>13,025,375</u>	<u>7,475,551</u>	<u>57.39</u>	<u>7,292,673</u>	<u>64.02</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 Seven Months Ended March 31, 2016

Local Restricted Funds

	<u>Adjusted Budget</u>	<u>Actual (58.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>Prior Year Actual 3/31/15</u>	<u>% of 8/31/15 Actual</u>
REVENUES:					
Local Grants	<u>\$ 2,288,965</u>	<u>\$ 1,535,189</u>	<u>67.07</u>	<u>\$ 1,751,765</u>	<u>82.81</u>
Total	<u>2,288,965</u>	<u>1,535,189</u>	<u>67.07</u>	<u>1,751,765</u>	<u>82.81</u>
EXPENDITURES:					
Instruction	55,616	61,086	109.84	17,365	69.98
Public Service	224,362	90,914	40.52	93,149	56.91
Academic Support	347,684	117,388	33.76	410,546	60.00
Student Services	81,192	33,219	40.91	39,522	56.71
Institutional Support	43,209	14,681	33.98	23,565	26.03
Scholarships and Fellowships	<u>1,536,571</u>	<u>1,313,577</u>	<u>85.49</u>	<u>1,236,563</u>	<u>100.09</u>
Total	<u>2,288,634</u>	<u>1,630,865</u>	<u>71.26</u>	<u>1,820,710</u>	<u>80.26</u>
TRANSFERS AMONG FUNDS:					
Transfers In	(331)	(143,428)	-	(88,857)	-
Transfers Out	<u>-</u>	<u>89,804</u>	<u>-</u>	<u>3,198</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ (42,052)</u>		<u>\$ 16,714</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

27 Texas Public Education Grant

	<u>Adjusted Budget</u>	<u>Actual (58.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>Prior Year Actual 3/31/15</u>	<u>% of 8/31/15 Actual</u>
REVENUES:					
Credit Tuition	<u>\$ 1,827,000</u>	<u>\$ 1,600,308</u>	<u>87.59</u>	<u>\$ 1,533,335</u>	<u>87.73</u>
Total	<u>1,827,000</u>	<u>1,600,308</u>	<u>87.59</u>	<u>1,533,335</u>	<u>87.73</u>
EXPENDITURES:					
Scholarships and Fellowships	<u>1,827,000</u>	<u>1,874,947</u>	<u>102.62</u>	<u>1,456,208</u>	<u>82.30</u>
Total	<u>1,827,000</u>	<u>1,874,947</u>	<u>102.62</u>	<u>1,456,208</u>	<u>82.30</u>
TRANSFERS AMONG FUNDS:					
Transfers In	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ (274,639)</u>		<u>\$ 77,127</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

28 Private Gifts and Donations

	<u>Adjusted Budget</u>	<u>Actual (58.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>Prior Year Actual 3/31/15</u>	<u>% of 8/31/15 Actual</u>
REVENUES:					
Sales & Service	\$ -	\$ 77,037	-	\$ 50,665	59.95
Total	-	77,037	-	50,665	59.95
EXPENDITURES:					
Instruction	-	19,087	-	12,606	74.68
Total	-	19,087	-	12,606	74.68
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ 57,950</u>		<u>\$ 38,059</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

Auxiliary Enterprises

	Adjusted Budget	Actual (58.33%)	% Actual to Adjusted Budget	Prior Year Actual 3/31/15	% of 8/31/15 Actual
REVENUES:					
Sales & Services	\$ -	\$ 36,456	-	\$ 27,906	6.21
Auxiliary Services	<u>3,590,000</u>	<u>2,399,220</u>	<u>66.83</u>	<u>2,228,315</u>	<u>67.37</u>
Total	<u>3,590,000</u>	<u>2,435,676</u>	<u>67.85</u>	<u>2,256,221</u>	<u>60.05</u>
EXPENDITURES:					
Non-Instructional Labor	899,711	525,323	58.39	733,655	55.97
Benefits	210,000	248,501	118.33	190,915	36.42
Supplies	805,298	437,393	54.31	458,589	61.92
Travel	266,968	312,616	117.10	246,252	44.07
Contracted Services	382,345	211,747	55.38	213,922	57.20
Capital Outlay	3,163	2,650	83.78	-	-
Scholarships and Fellowships	1,183,663	1,226,242	103.60	1,217,506	76.89
Utilities	<u>60,650</u>	<u>15,137</u>	<u>24.96</u>	<u>8,693</u>	<u>67.79</u>
Total	<u>3,811,798</u>	<u>2,979,609</u>	<u>78.17</u>	<u>3,069,532</u>	<u>60.13</u>
TRANSFERS AMONG FUNDS:					
Transfers In	(221,798)	(905,665)	-	-	-
Transfers Out	<u>-</u>	<u>361,732</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ -</u>		<u>\$ (813,311)</u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

95 Retirement of Indebtedness

	<u>Adjusted Budget</u>	<u>Actual (58.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>Prior Year Actual 3/31/15</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	-	108,674	-	64,738	49.69
Local Taxes - Debt Service	<u>22,879,299</u>	<u>21,766,620</u>	<u>95.14</u>	<u>25,181,289</u>	<u>96.42</u>
Total	<u>25,462,551</u>	<u>23,281,778</u>	<u>-</u>	<u>25,671,669</u>	<u>96.25</u>
EXPENDITURES					
Institutional Support	<u>25,462,551</u>	<u>9,454,046</u>	<u>37.13</u>	<u>10,947,106</u>	<u>68.20</u>
Total	<u>25,462,551</u>	<u>9,454,046</u>	<u>37.13</u>	<u>10,947,106</u>	<u>68.20</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u><u>\$ -</u></u>	<u><u>\$ 13,827,732</u></u>		<u><u>\$ 14,724,563</u></u>	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

97 Investment in Plant

	<u>Adjusted Budget</u>	<u>Actual (58.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>Prior Year Actual 3/31/15</u>	<u>% of 8/31/15 Actual</u>
EXPENDITURES					
Depreciation	\$ 19,589,384	\$ 9,211,561	47.02	\$ 9,241,828	57.32
Capital Purchases	-	(511,938)	-	(3,576,136)	60.40
Total	<u>19,589,384</u>	<u>8,699,623</u>	<u>-</u>	<u>5,665,692</u>	<u>56.89</u>
Net Increase (Decrease) in Net Position	<u>\$ 19,589,384</u>	<u>\$ (8,699,623)</u>		<u>\$ (5,665,692)</u>	

Capital Improvement Program

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2016

91 Capital Projects	Adjusted Budget	Actual (58.33%)	Prior Year Actual 3/31/15
REVENUES:			
Investment Income	\$ -	\$ -	(932)
Total	<u>-</u>	<u>-</u>	<u>(932)</u>
EXPENDITURES:			
2008 Bond Program	<u>-</u>	<u>17,244,218</u>	<u>10,336,191</u>
Total	<u>-</u>	<u>17,244,218</u>	<u>10,336,191</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ (17,244,218)</u>	<u>\$ (10,337,123)</u>



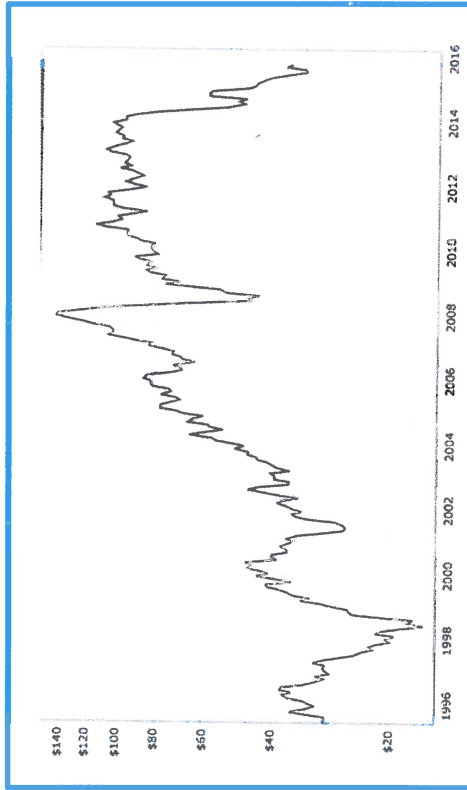
Monthly Investment Report

March 31, 2016



US is a bit a-drift but at least we're floating

Oil prices Since 1996 – A Wild Ride



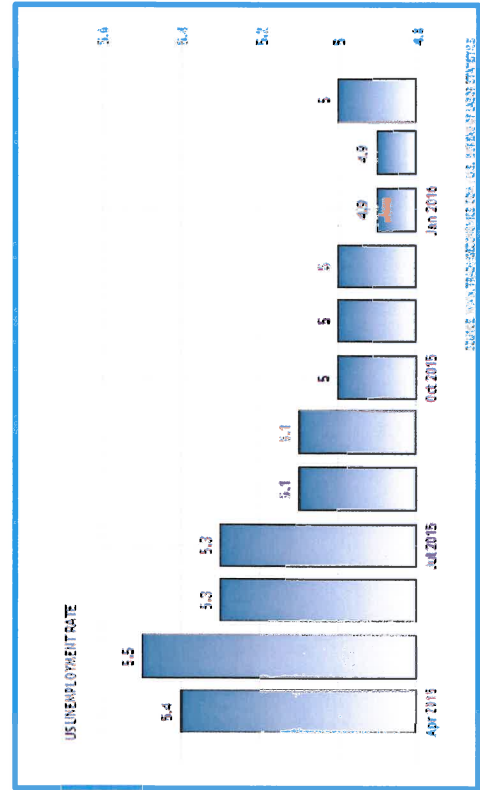
The same four major factors are determining the pace and shape of the markets and the general economy: oil, jobs, inflation and global forces.

Oil and the stock market have shown an amazing correlation. Since November, prices of both have match stepped two-thirds of the time. Some of this comes from oil-producers selling off their stocks to pay the bills and part from an anticipated price freeze in April, which now looks to have been an "oil-pipe" dream. All of this worries investors and creates volatility. Uncertainty drives investors to safe harbors like treasuries.

Oil prices still fight against stockpiles, which will reduce prices slightly, even with a freeze. A freeze at this point would not clear stockpiles and not push prices higher. Oil closed March at \$37.

The jobs situation is also brightening with two surprisingly good employment numbers in the quarter keeping the job growth at a solid level. A steady demand is drawing more people back in to the work force although many are only part-time positions which has been stable for six months. Jobs have grown in the retail and construction areas throughout the quarter.

The key jobs number is the labor force participation rate showing the labor force as a percent of the populations. The rate is at its highest in two years. The work week stayed basically unchanged gaining only slightly. None of this boosts consumer sales or wage inflation. Although it is touted to raise hike chances there is still much more to consider.



Central Banks Contemplate Their Global Outlook

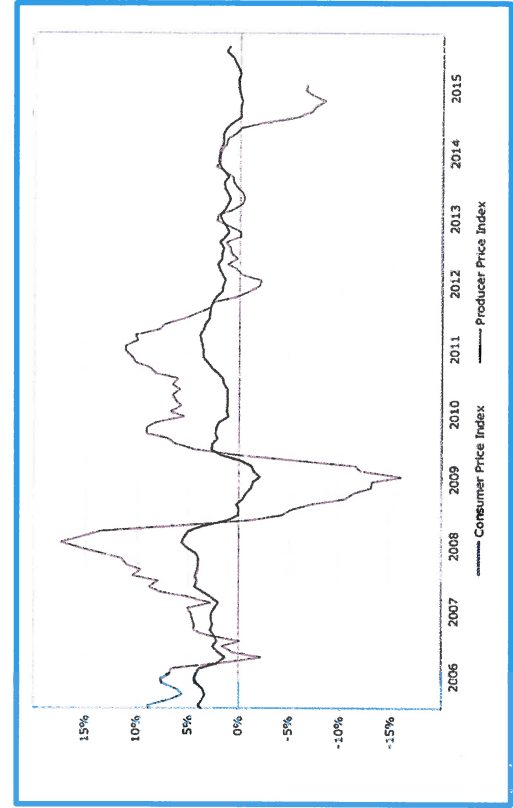
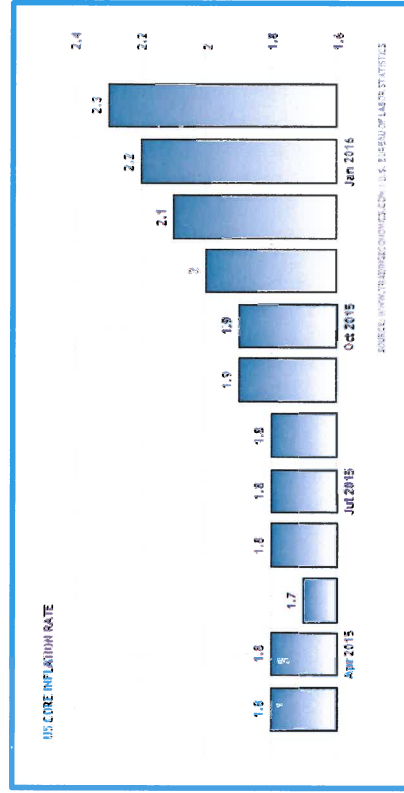
- Inflation has taken on increased importance with low readings worrying the Fed. Inflation is staying well below the 2% Fed target. Their key indicator – the PCE – is growing but very slowly and PPI and CPI growth is well below 1%.

- The FOMC has said the low inflation rates are largely due to the oil supply which in turn helps the consumer and economy. The Committee also believes the rate will increase over the medium term due to strengthening in labor markets and closing the output (trade) gap.

- The Fed also attributes low treasury rates to increased demands from global investors who are facing low or negative rates.

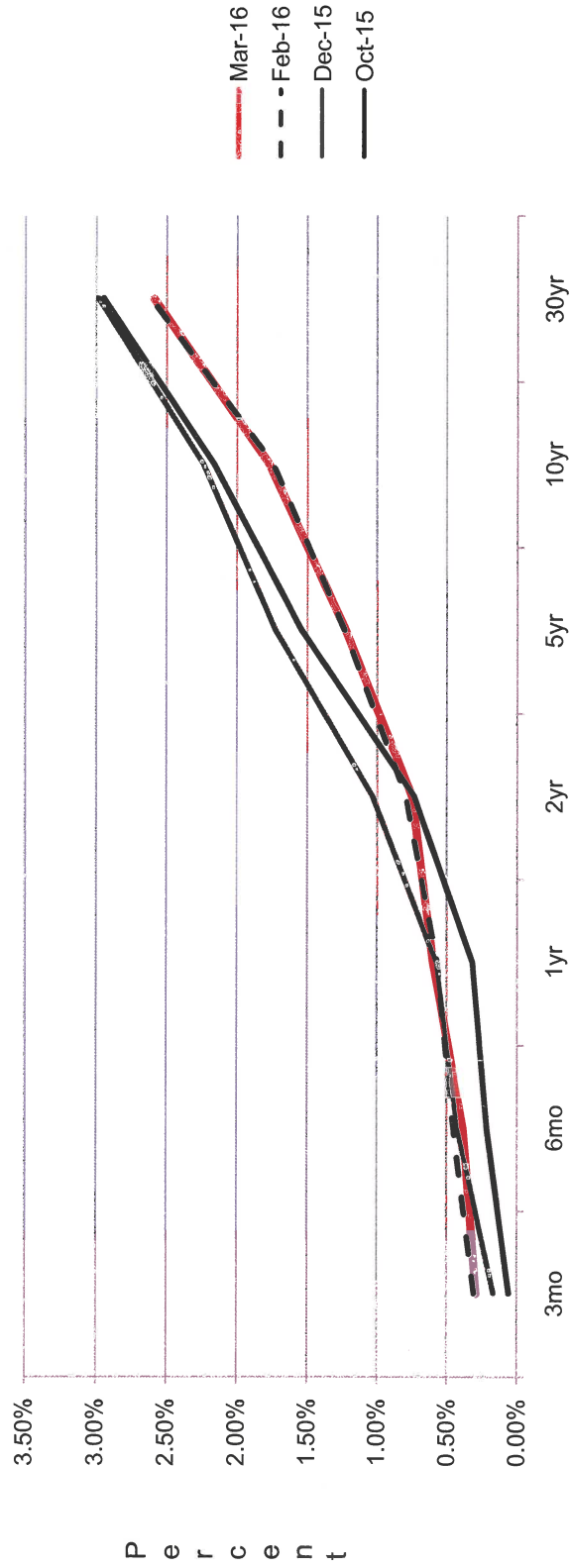
- Central banks around the world are maintaining their low to negative positions in hopes of improving domestic situations. The ECB once again has cut the main rate and has expanded their quantitative easing program. Draghi has indicated there will be “no further [cuts] but global growth is slow” so conditions still rule.

- Inside the Fed a mini-revolt has been brewing which keeps the markets on edge also. Chair Yellen’s comments for the quarter have focused on a slowing economy and conditions worsening since the December rate hike. Four of the 11 District Presidents have come out for normalization (hikes) but the votes on the Committee remain dovish. Yellen’s cautious tone will only change with strong evidence of growth especially wages and signs of wage inflation.



Rates

- The 2-year Treasury Note continues to be the fulcrum for the curve.
- Clearly the curve is reacting, almost daily, to the pressures of the oil market and its possible price freeze, the employment news and the strength of the dollar.
- The longer end has stayed the course from last month but dropped from last quarter when more rate hikes were clearly being projected by the Fed. Yellen's recent comments have reduced those chances significantly letting the long end drop – anticipating a continuing run in long term treasury yields (down).
- Short term rates don't have much wiggle room but dropped in March – especially the last week in the month – based on domestic issues but also the continuing negative interest rates being offered in other international markets. The ECB continued easing starts April 1.

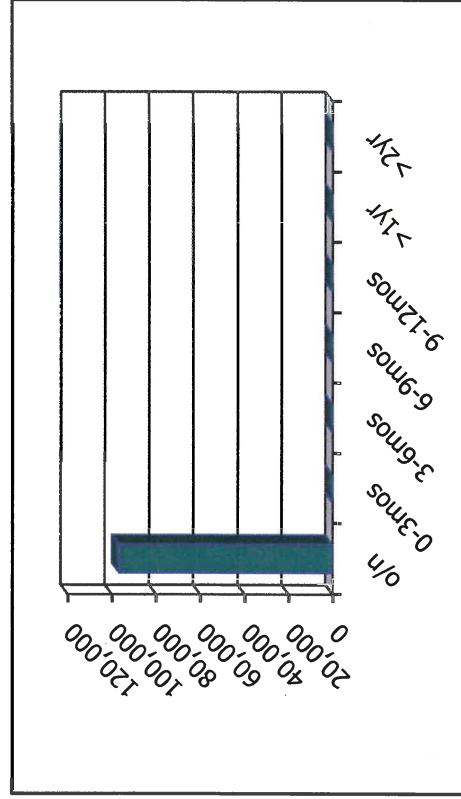
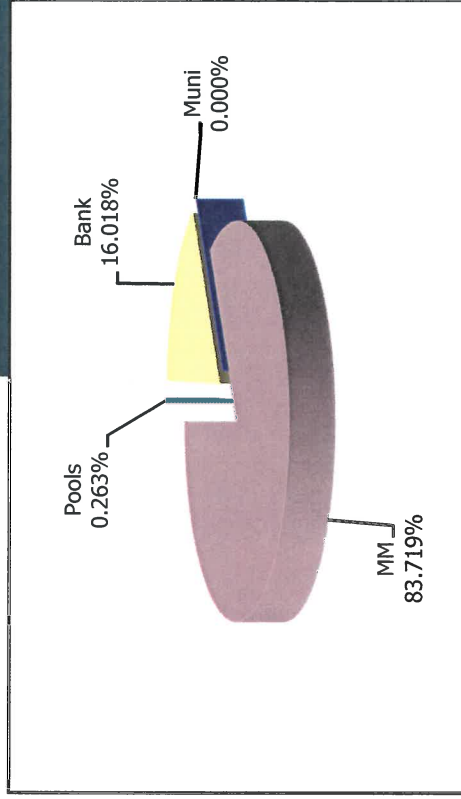


End of Month Rates - Full Yield Curve - Fed Funds to 30yr

General Portfolio San Jacinto College

As of March 31, 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.

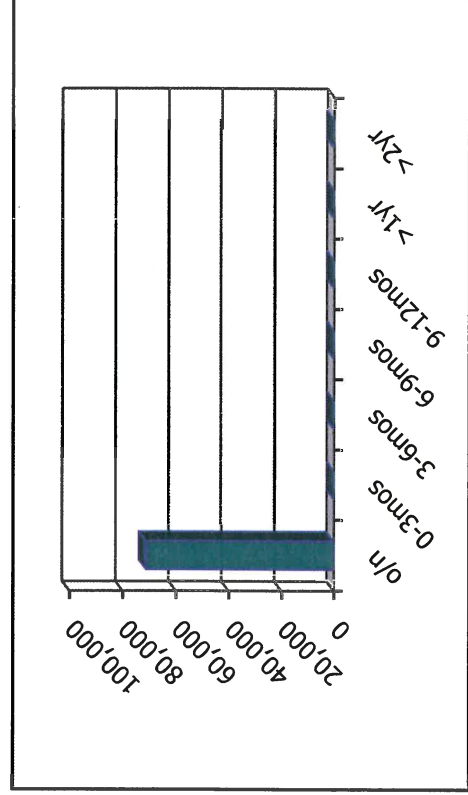
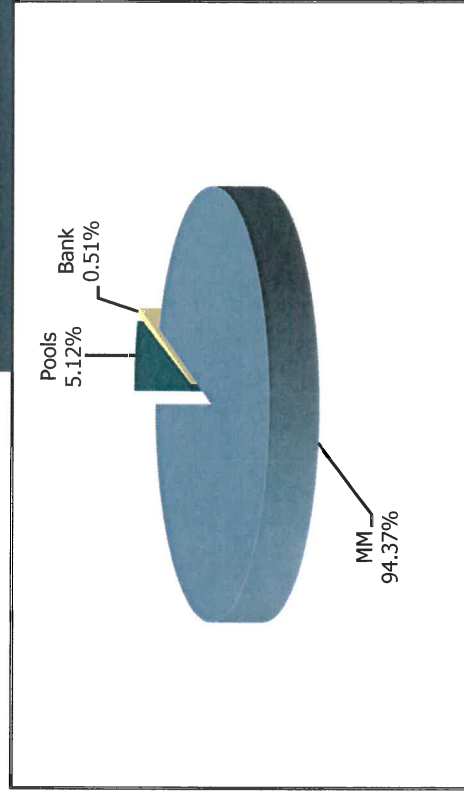


Bond Portfolio

As of March 31, 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.





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**San Jacinto Community College
 Portfolio Management
 Portfolio Summary
 March 31, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Passbook/Checking Accounts	15,510,400.76	15,510,400.76	15,510,400.76	9.23	1	1	0.000
Investment Pools/Money Markets	152,609,223.68	152,609,223.68	152,609,223.68	90.77	1	1	0.276
Investments	168,119,624.44	168,119,624.44	168,119,624.44	100.00%	1	1	0.251
Total Earnings	March 31 Month Ending	Fiscal Year To Date					
Current Year	36,921.79	185,980.16					

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.

Chs. P

 Vice Chancellor of Fiscal Affairs 4/20/16



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San Jacinto Community College
Summary by Type
March 31, 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	9	71,291,127.03	71,291,127.03	42.41	0.348	1
Subtotal	9	71,291,127.03	71,291,127.03	42.41	0.348	1
Fund: Consolidated Portfolio						
Passbook/Checking Accounts	9	15,510,400.76	15,510,400.76	9.23	0.000	1
Investment Pools/Money Markets	6	81,318,096.65	81,318,096.65	48.37	0.214	1
Subtotal	15	96,828,497.41	96,828,497.41	57.60	0.180	1
Total and Average	24	168,119,624.44	168,119,624.44	100.00	0.251	1



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San Jacinto Community College
Fund BOND - Bond Funds
Investments by Fund
March 31, 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	362,617.26	362,617.26	362,617.26	0.080	0.078	0.080		1
XXX794	10228	East West ICS 08 Bond Proceeds	09/09/2014	14,754,458.27	14,754,458.27	14,754,458.27	0.350	0.345	0.350		1
XXX844	10229	East West ICS Debt Service	09/09/2014	8,811,308.82	8,811,308.82	8,811,308.82	0.350	0.345	0.350		1
86-72000794	10231	East West MM 08 Bond Proceeds	09/09/2014	250,003.08	250,003.08	250,003.08	0.350	0.345	0.350		1
86-72004242	10233	East West MM 15 Bond Proceeds	08/06/2015	40,011,890.46	40,011,890.46	40,011,890.46	0.350	0.345	0.350		1
86-72000844	10232	East West MM Debt Service	09/09/2014	3,452,281.37	3,452,281.37	3,452,281.37	0.350	0.345	0.350		1
999999999	10084	LSIP GOF - 2008 Bond Proceeds	10/03/2008	1,847,799.12	1,847,799.12	1,847,799.12	0.330	0.325	0.330		1
9999999917	10234	LSIP GOF - 2015 Bond Proceeds	08/06/2015	1,797,728.82	1,797,728.82	1,797,728.82	0.330	0.325	0.330		1
9999999916	10106	LSIP GOF - Debt Service	07/30/2009	3,039.83	3,039.83	3,039.83	0.330	0.325	0.330		1
Subtotal and Average				71,291,127.03	71,291,127.03	71,291,127.03	0.343	0.343	0.348		1
Total Investments and Average				71,291,127.03	71,291,127.03	71,291,127.03	0.343	0.343	0.348		1

Fund GEN - Consolidated Portfolio
Investments by Fund
March 31, 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	16,251.43	16,251.43	16,251.43					1
9999999914	10089	Credit Cards - In Transit	09/01/2015	2,388.11	2,388.11	2,388.11					1
708340062	10086	Disbursements	09/01/2015	-595,593.70	-595,593.70	-595,593.70					1
707759296	10069	JPM - Federal Programs	09/01/2015	0.00	0.00	0.00					1
707759338	10062	JPM - Operating	09/01/2015	16,131,365.01	16,131,365.01	16,131,365.01					1
707759346	10085	Payroll Fund	09/01/2015	-59,739.41	-59,739.41	-59,739.41					1
9999999913	10088	Petty Cash	09/01/2015	20,025.00	20,025.00	20,025.00					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	-4,295.68	-4,295.68	-4,295.68					1
Subtotal and Average				15,510,400.76	15,510,400.76	15,510,400.76		0.000	0.000		1
Investment Pools/Money Markets											
XXX810	10227	East West ICS	09/09/2014	39,941,276.60	39,941,276.60	39,941,276.60	0.350	0.345	0.350		1
86-7200810	10230	East West MM	09/09/2014	250,047.20	250,047.20	250,047.20	0.350	0.345	0.350		1
9999999993	10034	LSIP GOF - Operating	09/01/2007	4,307.41	4,307.41	4,307.41	0.330	0.325	0.330		1
707759320	10035	JPM - Money Market	09/01/2007	41,002,748.47	41,002,748.47	41,002,748.47	0.080	0.078	0.080		1
9999999996	10038	TCB - Money Market	09/26/2007	114,415.81	114,415.81	114,415.81	0.350	0.345	0.350		1
9999999991	10032	TexPool	09/01/2007	5,301.16	5,301.16	5,301.16	0.327	0.322	0.327		1
Subtotal and Average				81,318,096.65	81,318,096.65	81,318,096.65		0.211	0.214		1
Total Investments and Average				96,828,497.41	96,828,497.41	96,828,497.41		0.177	0.180		1



**San Jacinto Community College
 Cash Reconciliation Report
 For the Period March 1, 2016 - March 31, 2016
 Grouped by Fund**

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Consolidated Portfolio											
03/01/2016	10216	GEN	Interest	442331YP3	625,000.00	HOTX 0.6M 0.79% Mat. 03/01/2016	03/01/2016	0.00	2,459.38	0.00	2,459.38
03/01/2016	10216	GEN	Maturity	442331YP3	625,000.00	HOTX 0.6M 0.79% Mat. 03/01/2016	03/01/2016	0.00	0.00	625,000.00	625,000.00
					Subtotal			0.00	2,459.38	625,000.00	627,459.38
					Total			0.00	2,459.38	625,000.00	627,459.38



San Jacinto Community College Maturity Report

Sorted by Maturity Date

Amounts due during March 1, 2016 - March 31, 2016

Patterson & Associates
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CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
442331YP3	10216	GEN	MC1	HOTX	625,000.00	03/01/2016	05/16/2013	0.787	625,000.00	2,459.38	627,459.38	2,459.38
Total Maturities					625,000.00				625,000.00	2,459.38	627,459.38	2,459.38

San Jacinto Community College
Interest Earnings
 Sorted by Fund - Fund
 March 1, 2016 - March 31, 2016
 Period Yield on Beginning Book Value

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Yield This Period	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Bond Funds												
708340211	10064	BOND	RRP	362,617.26	3,430,075.57	362,617.26		0.080	0.001	31.79	0.00	31.79
999999999	10084	BOND	RRP	1,847,799.12	2,908,588.02	1,847,799.12		0.330	0.022	635.10	0.00	635.10
999999916	10106	BOND	RRP	3,039.83	2,083.67	3,039.83		0.330	0.040	0.84	0.00	0.84
XXX794	10228	BOND	RRP	14,754,458.27	14,997,771.82	14,754,458.27		0.350	0.030	4,458.27	0.00	4,458.27
XXX844	10229	BOND	RRP	8,811,308.82	8,808,690.33	8,811,308.82		0.350	0.030	2,618.49	0.00	2,618.49
86-7200794	10231	BOND	RRP	250,003.08	6,399.42	250,003.08		0.350	0.048	3.08	0.00	3.08
86-7200844	10232	BOND	RRP	3,452,281.37	22,149.92	3,452,281.37		0.350	4.335	960.21	0.00	960.21
86-72004242	10233	BOND	RRP	40,011,890.46	40,011,123.40	40,011,890.46		0.350	0.030	11,890.46	0.00	11,890.46
999999917	10234	BOND	RRP	1,797,728.82	3,515,311.34	1,797,728.82		0.330	0.026	917.06	0.00	917.06
			Subtotal	71,291,127.03	73,702,193.49	71,291,127.03			0.029	21,515.30	0.00	21,515.30
Fund: Consolidated Portfolio												
999999991	10032	GEN	RRP	5,301.16	6,814,979.09	5,301.16		0.327	0.010	678.12	0.00	678.12
999999996	10038	GEN	RRP	114,415.81	114,381.81	114,415.81		0.350	0.030	34.00	0.00	34.00
707759320	10035	GEN	RRP	41,002,748.47	38,002,415.57	41,002,748.47		0.080	0.007	2,748.47	0.00	2,748.47
999999993	10034	GEN	RRP	4,307.41	3,133.11	4,307.41		0.330	0.038	1.19	0.00	1.19
XXX810	10227	GEN	RRP	39,941,276.60	40,023,257.53	39,941,276.60		0.350	0.030	11,897.51	0.00	11,897.51
86-7200810	10230	GEN	RRP	250,047.20	144,998.16	250,047.20		0.350	0.033	47.20	0.00	47.20
			Subtotal	81,318,096.65	85,103,165.27	81,318,096.65			0.018	15,406.49	0.00	15,406.49
			Total	152,609,223.68	158,805,358.76	152,609,223.68			0.023	36,921.79	0.00	36,921.79

San Jacinto College Foundation
Statement of Financial Position
As of March 31, 2016

ASSETS	
Current Assets	
Checking/Savings	
General Fund	\$ 1,341,593
Other Funds	-
Total Checking/Savings	<u>1,341,593</u>
Accounts Receivable	
Interest Income Receivable	53
Pledge Receivables	254,400
Special Events Receivables	23,805
Total Accounts Receivable	<u>278,258</u>
Other Current Assets	
SJC Short Term Investments	6,136,395
Total Other Current Assets	<u>7,756,246</u>
Other Assets	
SJC Long Term Investments	3,011,602
Total Other Assets	<u>3,011,602</u>
Total Assets	<u>10,767,848</u>
TOTAL ASSETS	<u><u>\$ 10,767,848</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Event Payable	635
Grants Payable	183,326
Programs Payable	33,164
Endowments Payable	94,423
Scholarships Payable	159,625
Student Success Payables	40,037
Total Accounts Payable	<u>511,210</u>
Total Current Liabilities	<u>511,210</u>
Total Liabilities	511,210
Equity	
Net Assets	9,490,833
Net Income	765,805
Total Equity	<u>10,256,638</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 10,767,848</u></u>

San Jacinto College Foundation
Statement of Activities
For the Period Ending March 31,

	<u>2016</u>	<u>2015</u>	<u>Change</u>
Ordinary Income/Expense			
Income			
Contributions			
Grant Contributions	\$ 91,500	\$ 132,231	\$ (40,731)
Permanently Restricted	222,365	180,393	41,972
Program Sponsorship	633,546	61,765	571,781
Unrestricted	6,975	-	6,975
Temporarily Restricted	141,021	661,256	(520,235)
Total Contributions	<u>1,095,407</u>	<u>1,035,645</u>	<u>59,762</u>
Other Income			
Special Events	240,901	155,252	85,649
Investment Income - Other	282,461	244,939	37,522
Realized Gain (Loss)	(51,663)	-	(51,663)
Unrealized Gain (Loss)	129,822	(107,393)	237,215
Total Other Income	<u>601,521</u>	<u>292,798</u>	<u>308,723</u>
Total Income	1,696,928	1,328,443	368,485
Expense			
Programs			
Scholarships Awarded	248,773	297,254	(48,481)
Grants Awarded	169,302	131,608	37,694
Programs Sponsored	341,717	11,300	330,417
Student Success Initiatives	35,277	122,832	(87,555)
Total Programs	<u>795,069</u>	<u>562,994</u>	<u>232,075</u>
Supporting Services			
Management and General	9,572	21,884	(12,312)
Fundraising	123,505	119,458	4,047
Sponsorship Expense	2,977	4,800	(1,823)
Total Supporting Services	<u>136,054</u>	<u>146,142</u>	<u>(10,088)</u>
Total Expense	<u>931,123</u>	<u>709,136</u>	<u>221,987</u>
Net Ordinary Income	765,805	619,307	146,498
Other Income/Expense	-	-	-
Net Income	<u>\$ 765,805</u>	<u>\$ 619,307</u>	<u>\$ 146,498</u>



March 1, 2016 to March 31, 2016

Contributions

Donors

Corporations

Foundations

Individuals

Total Donation

Amount

91,686

30,000

11,400

\$ 133,086

Fund

Athletics, EHCMA, Gala 2016, Golf 2015/2016

Memorials, Scholarships

Golf 2016, Scholarships

Annual Fund, Scholarships, Veteran Fund, Promise

Employee Contributions

Various

Total Employee Contributions

1,025

\$ 1,025

Gala 2016, Golf 2015, Memorial, Promise, Scholarships

Total Contributions

\$ 134,111

Construction Projects

As of March 31, 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	39,600	662,531	702,131	-	648,291	420	51,517	51,937	51,937	1,903	99.73%
Sub-total	39,600	662,531	702,131	-	648,291	420	51,517	51,937	51,937	1,903	99.73%
Repair and Renovation											
F15073 - CC Hallway Lamp Replacement	9,762	22,300	32,062	-	176	29,824	-	29,824	-	2,063	93.57%
F16013 - CC Ballroom Fans C14.264	43,013	-	43,013	-	-	-	19,587	19,587	-	23,427	45.54%
F16016 - CC Business Center C14.204	35,427	1,608	37,035	-	-	-	37,035	37,035	-	-	100.00%
F16024 - CC Domrmitory Fire Alarm Devices	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	-	-	-	-	-	100.00%
F16050 - CC IT Relocation C1.116-117	12,596	-	12,596	-	6,763	-	5,833	5,833	-	-	100.00%
F16055 - CC C31 Electrical Outlets	5,955	-	5,955	-	5,955	-	-	-	-	-	100.00%
F16056 - CC Evergreen VI Central Campus	97,936	-	97,936	-	97,936	-	-	-	-	-	100.00%
F15058 - NC N8.122/126 Wall Removal	9,593	-	9,593	-	9,293	-	300	300	-	-	100.00%
F15076 - NC Admin Suite N-7.228	55,839	-	55,839	-	1,431	28,937	25,471	54,409	-	-	100.00%
F15079 - NC Utilities Tunnel Condition	25,270	-	25,270	-	5,142	6,680	13,448	20,128	-	-	100.00%
F15097 - NC Energy Savings Project	43,226	-	43,226	-	841	42,289	96	42,385	-	-	100.00%
F16014 - NC N10.161 & 137 Reno	16,166	-	16,166	-	-	-	16,166	16,166	-	-	100.00%
F16039 - NC Baseball Field Bldg Roof	2,725	41,454	44,179	-	44,179	-	-	-	-	-	100.00%
F16057 - NC Life Cycle Furniture VI	48,607	-	48,607	-	48,607	-	-	-	-	-	100.00%
F15068 - SC Multi Purpose Gallery	7,910	73,971	81,881	-	12,542	3,955	65,385	69,340	-	-	100.00%
F16018 - SC S Press Box	4,500	-	4,500	-	1,515	-	2,985	2,985	-	-	100.00%
F16025 - SC Renovate S8.2002	23,828	-	23,828	-	22,268	-	1,560	1,560	-	-	100.00%
F16026 - SC Renovate S8.1097	19,265	-	19,265	-	18,405	-	860	860	-	-	100.00%
F16027 - SC Renovate S7.222	6,820	-	6,820	-	6,820	-	-	-	-	-	100.00%
F16028 - SC Renovate S8.2122	5,260	-	5,260	-	5,260	-	-	-	-	-	100.00%
F16036 - SC Wastewater Study	6,000	-	6,000	-	6,000	-	-	-	-	-	100.00%
F16043 - SC FFE S8.2006	3,747	-	3,747	-	3,747	-	-	-	-	-	100.00%
F16044 - SC FFE S8.2008	3,563	-	3,563	-	3,563	-	-	-	-	-	100.00%
F16045 - SC FFE S8.2010	11,618	-	11,618	-	11,618	-	-	-	-	-	100.00%
F16046 - SC Tier 1 S8.2022	11,173	-	11,173	-	11,173	-	-	-	-	-	100.00%
F15071 - Dist Generation Park Analysis Update	9,170	8,700	17,870	-	8,700	7,115	2,055	9,170	-	-	100.00%
F15096 - Dist Office-CIO	42,410	2,060	44,470	-	7,854	-	29,702	29,702	-	6,913	84.45%
F15098 - Dist Admin West Bldg Parking Lot P2	6,000	101,480	107,480	-	77,277	3,000	3,005	6,005	-	24,197	77.49%
F16023 - Dist Audit Sound Attenuation	7,679	11,290	18,970	-	2,340	-	16,630	16,630	-	-	100.00%
F16030 - Dist Marketing A1.210	109,444	-	109,444	-	628	-	107,547	107,547	-	1,269	98.84%
F16032 - Dist ITS RFS	8,074	-	8,074	-	2,570	-	5,504	5,504	-	-	100.00%
F16038 - Dist A1.200B Renovation	7,032	-	7,032	-	5,112	-	1,920	1,920	-	-	100.00%
F16040 - Dist Campus Roof Survey	13,095	-	13,095	-	13,095	-	-	-	-	-	100.00%
F16047 - Dist Marketing Furniture	9,345	-	9,345	-	1,393	-	7,952	7,952	-	-	100.00%
F16059 - Dist SBDC RR Remodel	1,650	-	1,650	-	-	-	-	-	-	1,650	-
F16061 - Dist Demo Bldg Simulator Classrooms	20,549	-	20,549	-	20,549	-	-	-	-	-	100.00%
721101 - CC Misc	3,122	-	3,122	-	2,897	225	-	225	-	-	100.00%
F16001 - CC - Other Projects	5,000	1,272	6,272	-	1,272	-	4,007	4,007	-	993	84.17%
F16002 - NC - Other Projects	5,000	-	5,000	-	-	-	3,431	3,431	-	1,569	68.61%
F16003 - SC - Other Projects	5,000	2,500	7,500	-	3,704	-	2,743	2,743	-	1,054	85.95%
F16004 - 6 Dist - Other Projects	20,000	7,140	27,140	-	11,400	-	6,881	6,881	-	8,859	67.36%
Sub-total	791,111	273,775	1,064,886	-	487,285	122,025	383,584	505,609	-	71,992	93.24%
Completed Projects											
F15003 - CC Misc	10,000	(4,678)	5,322	-	-	2,947	2,375	5,322	-	-	100.00%
F15072 - CC Frels Dividing Wall 355-361	9,700	31,493	41,193	-	-	34,748	6,445	41,193	-	-	100.00%
F15083 - CC Bldg 30 Electrical Upgrades	34,847	-	34,847	-	-	-	34,847	34,847	-	-	100.00%
F16022 - CC Student Center Shades	7,569	(3,628)	3,941	-	-	-	3,941	3,941	-	-	100.00%
F16007 - NC N-1 Lamp Replacement	56,040	-	56,040	-	-	-	56,040	56,040	-	-	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%
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	-	-	27,164	81,492	108,656	-	-	100.00%
F15092 - Dist A1- 211 Workstation	9,600	(171)	9,429	-	-	2,808	6,622	9,429	-	-	100.00%
F15093 - Dist SBDC Office Renovation	6,265	154	6,419	-	-	5,858	561	6,419	-	-	100.00%
Sub-total	1,978,537	2,656,696	4,635,233	-	-	4,435,775	199,458	4,635,233	4,359,585	-	100.00%
TOTALS	2,809,248	3,593,002	6,402,250	-	1,135,576	4,558,220	634,559	5,192,779	4,411,522	73,895	98.85%

2008 Capital Improvement Program									
As of March 31, 2016									
Project	Base Budget	Budget Adjustments	Current Budget	Executed Change Orders	Encumbered Funds	YTD Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed	
Central									
1001 - CC Primary Service Retrofit	2,774,950	1,742,468	4,517,418	-	9,844	4,470,178	37,396	99.17%	
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	-	1,754,343	181,172	233,500	89.23%	
Sub-total	13,220,996	(4,101,055)	9,119,941	-	1,769,368	5,957,152	1,393,421	84.72%	
North									
2201 - NC Lehr Library	2,022,600	12,026,576	14,049,176	-	894,809	12,515,714	638,653	95.45%	
2202 - NC Nichols Gym	4,949,996	(4,381,454)	568,542	-	-	18,618	549,924	3.27%	
2102 - NC In-Fill	23,086	903,178	926,264	-	1,804	858,896	65,564	92.92%	
2402 - NC MET Infrastructure N Library	851,510	(786,417)	65,093	-	-	59,443	5,650	91.32%	
Sub-total	7,847,192	7,761,883	15,609,075	-	896,613	13,452,672	1,259,790	91.93%	
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	1,326,047	1,349,133	-	6,069	970,387	372,677	72.38%	
3601 -SC Softball Press Box	-	26,500	26,500	-	20,148	-	6,352	76.03%	
Sub-total	6,942,417	(4,998,227)	1,944,190	-	26,216	988,944	929,030	52.22%	
District									
1828/2814/3817 - D DDC Network	2,190,750	494,572	2,685,322	-	56,137	2,477,057	152,128	94.33%	
6803 - Maritime Training Facility	18,000,000	8,433,236	26,433,236	-	278,955	25,479,906	674,375	97.45%	
Program Management- 720100	-	1,202,954	1,202,954	-	222,316	383,069	597,569	50.32%	
Contingency	19,487,902	(10,503,822)	8,984,080	-	-	-	8,984,080	-	
Sub-total	39,678,652	(373,060)	39,305,592	-	557,409	28,340,032	10,408,151	73.52%	
Completed Projects									
1908 - CC Science Building	35,752,627	(148,641)	35,603,986	-	-	35,603,986	-	100.00%	
1109 - CC Maintenance & Police Bldg	3,560,360	2,702,048	6,262,408	-	-	6,262,408	-	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%	
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%	
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%	
1818 - CC Industrial Tech Buildings	7,758,416	(3,727,679)	4,030,737	-	-	4,030,737	-	100.00%	
2401 - NC Outdoor Lighting	13,472	785	14,257	-	-	14,257	-	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%	
3905/3911 - SC Paving & Drainage	2,747,068	7,891,993	10,639,061	-	-	10,639,061	-	100.00%	
3906 - 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	227,310,744	1,710,458	229,021,202	(477,212)	-	229,021,202	-	100.00%	
TOTALS	295,000,000	-	295,000,000	(477,212)	3,249,606	277,760,002	13,990,392	95.26%	
*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	9,547,398							
	Total CIP Expenditure	277,760,002							

2015 Revenue Bond

As of March 31, 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	-	28,412,110	8,538,570	10,640,965	77.64%
Contingency (726900)	2,408,355	-	2,408,355	-	-	-	2,408,355	-
Sub-total	50,000,000	-	50,000,000	-	28,412,110	8,538,570	13,049,320	73.90%

**2008 Bond Program
Master Schedule**

ID	Task Name	Start	2008			2009			2010			2011			2012			2013			2014			2015			2016			2017		
			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
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 Q4 2012]																													
15	1818 - Industrial Technology II	Mon 2/1/10	[Black bar from Q1 2010 to Q4 2013]																													
25	1109 - Maintenance/Police	Mon 6/6/11	[Black bar from Q2 2011 to Q4 2014]																													
39	1301 - Building 31	Mon 6/6/11	[Black bar from Q2 2011 to Q4 2014]																													
53	1821 - Allied Health	Sun 3/1/09	[Black bar from Q4 2008 to Q3 2012]																													
67	1908 - Science Building	Wed 7/1/09	[Black bar from Q3 2009 to Q4 2014]																													
84	1001 - Primary Service Retrofit	Mon 10/18/10	[Black bar from Q4 2010 to Q4 2015]																													
94	1202 - Davis Library	Mon 1/9/12	[Black bar from Q1 2012 to Q4 2015]																													
108	1203 - Anders Gym	Mon 11/10/14	[Purple bar from Q4 2014 to Q4 2017]																													
122	North Campus	Sun 6/1/08	[Green bar spanning all quarters from 2008 to 2017]																													
123	2901 - Pavement & Drainage	Sun 6/1/08	[Black bar from Q2 2008 to Q4 2011]																													
129	2903 - Student Success Center	Mon 2/2/09	[Black bar from Q1 2009 to Q4 2012]																													
143	2906 - Science & Allied Health	Wed 7/1/09	[Black bar from Q3 2009 to Q4 2013]																													
157	2201 - Lehr Library	Mon 6/3/13	[Red bar from Q2 2013 to Q4 2016]																													
171	2202 - Nichols Gym	Mon 11/10/14	[Purple bar from Q4 2014 to Q4 2017]																													
185	South Campus	Thu 1/1/09	[Red bar spanning all quarters from 2009 to 2017]																													
186	3903 - Student Success Center	Mon 2/2/09	[Black bar from Q1 2009 to Q4 2012]																													
200	3905 - Paving & Drainage	Sun 3/1/09	[Black bar from Q2 2009 to Q4 2012]																													
213	3906 - Mechanical Upgrades	Thu 1/1/09	[Black bar from Q1 2009 to Q4 2011]																													
219	3907 - MEP Infrastructure	Mon 3/1/10	[Black bar from Q1 2010 to Q4 2013]																													
225	3909 - Science & Allied Health	Mon 6/29/09	[Black bar from Q3 2009 to Q4 2014]																													
239	3201 - Parker Williams Library	Mon 1/9/12	[Black bar from Q1 2012 to Q4 2015]																													
253	3202 - Smallwood Gym	Mon 11/10/14	[Purple bar from Q4 2014 to Q4 2017]																													
267	District	Fri 8/1/08	[Yellow bar spanning all quarters from 2008 to 2016]																													
268	Graphics	Mon 11/30/09	[Black bar from Q4 2009 to Q4 2011]																													
272	DDC Network	Thu 1/1/09	[Black bar from Q1 2009 to Q4 2014]																													
275	6902 - Campus Mechanical Upgrades	Fri 8/1/08	[Black bar from Q2 2008 to Q4 2011]																													
281	6803 - Maritime Center	Mon 2/11/13	[Red bar from Q1 2013 to Q4 2016]																													
282	Programming	Mon 2/11/13	[Light blue bar from Q1 2013 to Q2 2013]																													
283	Design	Mon 7/29/13	[Blue bar from Q3 2013 to Q4 2013]																													
284	Review & Award	Mon 8/12/13	[Purple bar from Q4 2013 to Q4 2016]																													

Building Committee Meeting Minutes

April 19, 2016 4:30 pm,

College Administration East Bldg., Conference Room A1.201

	Attendees:	<p>Members Present: Marie Flickinger, Dan Mims, Keith Sinor, Brad Hance</p> <p>Other Trustees Present: None</p> <p>Others Present: Bill Dowell, Jessica Garcia, Allatia Harris, Mike Harris, Joe Hebert, Brenda Hellyer, Bryan Jones, Ann Kokx-Templet, Chet Lewis, Larry Logsdon, Janet Slocum</p>
	Agenda Items:	Discussion/Information/Action
I.	Call the Meeting to Order	Meeting called to order at 4:30 p.m. by Marie Flickinger
II.	Roll Call of Committee Members	Roll Call of Committee Members by Marie Flickinger.
III.	Approval of Minutes from Previous Meeting	Committee reviewed and approved the minutes from the January 19, 2016 meeting.
IV.	Recommended Projects and Delivery Methods which will provide the best value to the College	<p>A. Bond Funds</p> <ol style="list-style-type: none"> 1. Recommended Pool of Architectural Firms for 2015 Bond Program <ul style="list-style-type: none"> • (Bryan Jones) The RFQ process for the 2015 Bond Architect Pool selection is in process. At this time we are not at a point where we are ready to present. • (Brenda Hellyer) There were 37 architecture firms that sent in proposals. Seven architect firms were selected for interview. We will select a proposed pool of architects and then proceed with negotiation of fees. I have met with Ann Kokx-Templet, Chet Lewis, and Bryan Jones, and our goal is to have recommendations to you at the May or June board meeting. • (Brenda Hellyer) Was 37 firms a lot of interest? • (Ann Kokx-Templet) We had 39 architect firms for 2008 Bond, but 37 firms is a good rate. • (Dan Mims) Did all 37 firms have experience with building educational facilities? • (Ann Kokx-Templet) Yes 2. North CIT Phase IV Guaranteed Maximum Price (GMP)

Building Committee Meeting Minutes

April 19, 2016 4:30 pm,

College Administration East Bldg., Conference Room A1.201

		<ul style="list-style-type: none">• (Bryan Jones) The CIT project was planned as a multi-GMP phase construction project, and we are at Phase IV. Phase IV will include improvements to Uvalde Road. This request is for approval of the GMP of \$1,441,812.• (Bryan Jones) Attachment 2 shows the summary for each GMP phase. The CIT project is moving along well.• (Brenda Hellyer) Attachment 2 shows that we are at a little over \$36 million in total construction funding. Ron, Frank, and Bryan are working on the equipment components. The equipment components are where we have concerns about costs and hopefully, we will be able to come in at or under budget.• (Bryan Jones) This project is moving along well and we are very pleased with all our partners on this.• (Marie Flickinger) Is the property in a MUD district?• (Bryan Jones) Yes, this property is in a MUD district. <p>3. Method of Procurement for North Campus Central Plant</p> <ul style="list-style-type: none">• (Bryan Jones) The existing chiller system unit has reached its end of life. Catastrophic failure of this 650-ton refrigeration chiller would cause significant impact to the teaching environment at the North Campus due to the limited chilling capacity. We are asking for approval of the procurement method for a new chiller system that will work more efficiently than the existing one.• (Dan Mims) I know we had discussed some potential cost estimates. Do you remember what those were?• (Bryan Jones) We are in the \$1.4 -\$1.5 million dollar estimate cost range for this package. This would include the chiller, associated piping, and equipment to install and make it function within the system.
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Building Committee Meeting Minutes

April 19, 2016 4:30 pm,

College Administration East Bldg., Conference Room A1.201

		<ul style="list-style-type: none">• (Marie Flickinger) How old is the chiller system that we have now?• (Bryan Jones) The existing chiller is 23 years old.• (Brenda Hellyer) I would recommend that we use the 2008 Bond funds instead of the 2015 Bond funds. There is \$8-9 million of contingency in the 2008 Bond funds that we can use.• (Bryan Jones) We will make the change to the 2008 Bond program. Please note, the existing CIT project and the main campus chilled water systems are not interconnected. The systems are separate, and we may visit that at a later date. <p>B. Operating Funds</p>
V.	Projects Updates	<p>A. 2008 Bond Funds</p> <p>1. Financial Reports</p> <ul style="list-style-type: none">• (Marie Flickinger) There are a lot of 100 percent's on the construction projects report.• (Bill Dowell) That indicates that total budget has been committed and not necessarily completed projects.• (Bryan Jones) Several projects are ready to be closed, but the 100 percent indicates only funding.• (Marie Flickinger) Is this funding taking care of all of the projects?• (Bryan Jones) Yes, and we are working to close the completed projects. We met this morning to discuss closing of projects, which are completed.• (Marie Flickinger) These projects will not cost us any more money?• (Bryan Jones) No, we are good on all the listed projects. Some of the projects may spin off into other projects.• (Marie Flickinger) Can we save on projects that spin off into other projects?• (Bryan Jones) It depends on the nature of the project.

Building Committee Meeting Minutes

April 19, 2016 4:30 pm,

College Administration East Bldg., Conference Room A1.201

		<ul style="list-style-type: none">• (Keith Sinor) Bryan, what is the budget adjustment in the second column? Specifically, the parking lot for the West building, where you start off with \$6,000 and have a budget adjustment of \$101,000. Where does this come from?• (Bryan Jones) In this case, the initial piece was a design and assessment.• (Bryan Jones) Bill and Larry, does this particular project consist of a design and then a construction phase?• (Larry Logsdon) Yes, that is true.• (Marie Flickinger) With the economy having a down turn, are you seeing any reduction in pricing?• (Ann Kokx-Templet) I haven't seen any direct correlation with the down turn. Because of all the public work, there is a shortage of sub-contractors. This is still having a negative effect on prices; negative to the owner. The price of oil has not shown to have an effect.• (Dan Mims) There are a lot of industrial and commercial construction projects that had already been committed and are still being worked in Houston and Harris County.• (Bryan Jones) Mr. Joe Hebert is representing our Administrative Deans, do you have a comment to add on the R&R projects?• (Joe Hebert) We are progressing nicely and all projects are on time and within budget.• (Brenda Hellyer) Where are we with the Baseball Facility?• (Bryan Jones) Rizzo and Associates is working this project and Colby Kreft is the point of contact. The footers for the foundation have been poured, but the rain held us off for the remaining foundation work. The tennis courts have been demolished. During excavation for the foundation, we ran into a gas line and several electrical conduits. These have all been taken care of. We have partnered with the electrical contractor to help us and to move forward.• (Brenda Hellyer) Were these services donated?
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		<ul style="list-style-type: none">• (Mike Harris) Yes. We were able to coordinate this with Randy Weaver of Weaver Electric prior to handing this project over to Rizzo. He has been very helpful and instrumental in keeping the project moving forward.• (Brenda Hellyer) Do you have the plans for the softball field and are working on getting the bid?• (Bryan Jones) We are still in the design phase. Once we have the design complete, then we can put it out for bid. <p>2. 2008 Bond Capital Improvement Program</p> <ul style="list-style-type: none">• (Bryan Jones) We have had discussions in our update meetings and we will be closing out completed projects. The Central Primary Electrical Service Retrofit project is complete and needs to be closed out.• (Bryan Jones) The South Campus Softball Press Box, is funded for development and design. That is not the cost for total project.• (Brenda Hellyer) Will you be moving the Baseball project into the 2008 Bond?• (Bryan Jones) Yes, that is correct.• (Brenda Hellyer) Are you going to return operating funds?• (Bryan Jones) Yes, we will be returning funds to R&R and your office.• (Marie Flickinger) The design of the Softball Press Box is only \$26,500?• (Bryan Jones) Yes, it is a detailed design and development package.• (Marie Flickinger) What is a development package?• (Bryan Jones) A development package is everything that has to go to the City of Houston to get the building permits, code compliance, geo-technical work, and anything that the City requires.• (Marie Flickinger) The Mayor had a really good speech with our chamber. One of his goals is to improve the time required to issue permits. I was glad to hear that. When we go into bidding the Softball Press Box, we can give his office a call and use this project as a good example of how the new process is working.
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		<ul style="list-style-type: none">• (Bryan Jones) That is good to know. We will be looking at building new buildings in the near future in the City of Houston at our South Campus.• (Brenda Hellyer) We will definitely give the Mayor a call and contact you as well Marie. <p>3. Revenue Bond</p> <ul style="list-style-type: none">• (Bryan Jones) The 2015 Revenue Bond sheet includes the North Campus Center for Industrial Technology. We just looked at the Phase IV GMP and there are no issues at this time. As Dr. Hellyer mentioned, the equipment component will need to be brought to you at a later time.• (Marie Flickinger) Are we getting any help from our industry constituents?• (Brenda Hellyer) Kerry Mix has been working with the welding vendor, Lincoln Electric. We have received donations from Stewart & Stevenson regarding diesel equipment. We are also working with Tom Downs in Washington D.C. for funding. Vance Manufacturing seems interested also.• (Dan Mims) Is the completion date on track?• (Bryan Jones) Yes, but we did have a little of a setback due to the rain.• (Brenda Hellyer) Is the plan to be in the building for January classes?• (Bryan Jones) Yes, that is the plan. <p>4. Project Schedule</p> <ul style="list-style-type: none">• (Bryan Jones) Most of these are in the warranty phase.• (Brenda Hellyer) I recently met a representative from JE Dunn who helped with all the warranty work at the South Science building.• (Bryan Jones) They have really stepped up to find and fix these problems. We are pleased with the help and it has been very productive.• (Brenda Hellyer) Have all the issues been taken care of?• (Bryan Jones) Not all, but we have it well under control. <p>5. Construction Reports</p>
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		<p>A. Center for Petrochemical, Energy, & Technology</p> <ul style="list-style-type: none">• (Bryan Jones) We are working on the Campus Site Master Plan. We have sent out a questionnaire asking all employees at Central Campus about the future vision of Central Campus. We are also taking a Best Practice site visit with Shell tomorrow. This should be a very productive visit.• (Brenda Hellyer) Non-destructive testing is the main focus for a site visit tomorrow. Shell has taken the lead in the instrumentation and non-destructive testing labs.• (Bryan Jones) Best Practice groups have been gaining momentum.• (Allatia Harris) There will be a group of us that will visit the Shell research tomorrow. I have heard a lot of good things and I am eager to see their facility. <p>B. North Campus Library</p> <ul style="list-style-type: none">• (Bryan Jones) All occupants have been moved into the North Campus Library. There are a few remaining punch items that are being addressed.• (Larry Logsdon) We moved most employees into the library about a month ago. Students have been actively using the library. The Media center was moved in a couple of weeks ago. We do have a few issues, but nothing major.• (Brenda Hellyer) What is the date for the Grand Opening?• (Larry Logsdon) The grand opening is June 8th at 9:00am.• (Marie Flickinger) Is there much difference in the library that we built at North compared to the one built 21 years ago?• (Brenda Hellyer) Yes. The interior spaces and collaboration areas are very different. This library has created a totally different learning environment.• (Bryan Jones) Also, the outside of the building has provided an environment that is more inviting.• (Brenda Hellyer) The colors on the walls and the library flow is very different. It's a place where
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		<p>people want to hangout.</p> <ul style="list-style-type: none">• (Brenda Hellyer) We are working on the demolition schedule and considering end of summer 2016 for the old library. We will use the RFQ process. Constable Phil Sandlin asked to do training in the building. This was originally set for Central Campus, but this building would be better as it will be somewhat destructive.• (Marie Flickinger) Can I suggest Constable Diaz's group to be considered to take part in the training?• (Brenda Hellyer) I am not sure what goes into scheduling and planning this, but we can find out and see if possible. <p>C. North Campus Center for Industrial Technology</p> <ul style="list-style-type: none">• (Bryan Jones) The construction is moving along very well.• (Larry Logsdon) We have been planning ahead with heavy rain events, such as we had yesterday, and developing work around plans as necessary.• (Bryan Jones) In our facilities update meeting we discussed safely installing the very heavy and large concrete tilt-wall panels. It is a critical phase in the construction project. <p>D. Maritime Technology and Training Center</p> <ul style="list-style-type: none">• (Bryan Jones) We had a meeting with the Architect, General Contractor, MEP Engineer, and the College Commission Agent, along with Rizzo and myself to discuss the HVAC problems. The problem we found consists of two components. One of the components is a lack of insulation under the floor. During the design, the decision was made that none was required, but that was an incorrect assumption because the floor is cold due to the elevation of the building. Part of the solution is to add about an inch and a half of spray insulation to the bottom of the building foundation.• (Bryan Jones) The other component involved human error where a number was transposed and the
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		<p>heating coils under sized. In addition, there are about seven zones that require refitting the heating coils in the building. All in the meeting agreed these are the best solutions. The insulation will provide about \$30,000 per year in energy payback to the College over the lifetime of the building. The estimated impact is \$125,000 for the modification of the HVAC systems and spray on coatings. The general contractor assured it would not be more than \$125,000.</p> <ul style="list-style-type: none">• (Brenda Hellyer) The question is, what is the cost for the College? It has been suggested that the College pay a third or less of the total.• (Bryan Jones) I believe that would be a reasonable approach, because we will make this up with energy savings within a year and a half.• (Dan Mims) I understand people make mistakes, but I don't understand why we are paying additional funds, even though it is a third of the cost. It sounds like it was a combination of the Architect and MEP Engineer?• (Bryan Jones) I believe the Architect consciously chose not to insulate the concrete floor and the MEP made a mistake with sizing the heating coils.• (Brenda Hellyer) Your discussion with the consultants and contractor was a third of the amount?• (Bryan Jones) Yes, it seemed to be a reasonable suggestion.• (Marie Flickinger) Would this have cost us more originally if we did what was necessary?• (Bryan Jones) Yes, that is correct.• (Marie Flickinger) Is that around a third, or more or less than a third?• (Bryan Jones) Based on a rough estimation we would pay that much.• (Brenda Hellyer) If it would have been resized, we would have paid for the larger coils. There is some differential on what we would have to pay. You can use that to base the cost estimate.• (Marie Flickinger) Do you think it is unreasonable, Dan, to pay what it would have cost us the first time around, had we installed these items?
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		<ul style="list-style-type: none">• (Dan Mims) No, I guess not.• (Brad Hance) Will we recoup it in savings over the years?• (Bryan Jones) Yes, with the insulation under the floor we will see a \$30,000 per year savings based on the energy model done by the Commissioning Engineer.• (Brenda Hellyer) Are the Board members comfortable with this cost; approximately \$42,000? Would this come out of Contingency?• (Bryan Jones) We do not have adequate Contingency in the general contractors GMP to cover our share, so we need to do a change order. This change would include the driveway, the shoreline cleanup and a couple of other components.• (Marie Flickinger) I am personally comfortable paying to get this corrected.• (Brenda Hellyer) Bryan, will you develop rough calculations? Are you thinking June for this Change Order?• (Bryan Jones) Yes.• (Brenda Hellyer) The Change Order will include the shore cleanup. Tell us about the driveway issue again.• (Bryan Jones) We had hoped to work with TXDOT on reconfiguring the North driveway. We had requested and received a variance on installation of the North driveway. Our variance expired and TXDOT explained that they had no means to extend a variance. So we are reverting back to standard, which means additional expense are needed to change the drive.• (Dan Mims) What is wrong with the driveway?• (Bryan Jones) It does not meet TXDOT standard for spacing.• (Brenda Hellyer) Is this the main drive in or the back drive?• (Bryan Jones) It is the North driveway.• (Brenda Hellyer) It is the back drive, to access the western property and flood gates?• (Bryan Jones) Yes.• (Brenda Hellyer) Our intentions were to address this later when we understood our role with the other
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		<p>property.</p> <ul style="list-style-type: none">• (Bryan Jones) They will have to have access but we hope to not have to move it twice.• (Brenda Hellyer) TXDOT is now requiring us to resolve the spacing now. Bryan, will you bring the plans and tell us what has to be done at the next meeting?• (Bryan Jones) Yes, there will be a package developed describing the change.• (Marie Flickinger) Are we going to have to make changes anyway?• (Brenda Hellyer) No, there was a variance that was built in originally, but we have reached the limit of time on the variance and they will not extend it further. What is the cost estimate?• (Bryan Jones) We do not have a formal estimate but I would guess \$25-\$50 thousand. I will need to verify.• (Brenda Hellyer) Will you have this prepared for the June Board meeting?• (Bryan Jones) I believe we can bring it to the Board in June.• (Brenda Hellyer) I want to return to the building heating issue. Did we have any issues with the air conditioning?• (Bryan Jones) I did some research and found that we had to make some system wide adjustments to accommodate the lack of heat in the spaces. On a normal day, typically you cool the air to take the moisture out, and then you heat it back up. Our system is not operating as it should. That may be causing the problems you mentioned.• (Brenda Hellyer) When the Architect and Engineer looked at this, did they look at that as a component of the original problem?• (Bryan Jones) Once we get the coils resized and the building insulated, we should be able to reset our set points in the building, so it will control properly.• (Brenda Hellyer) The Maritime project was awarded the Landmark Award from the Houston Business Journal last Thursday night. It was a very nice award.
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		B. Operating Funds <ul style="list-style-type: none">No updates
VI.	2015 Bond Program	<ul style="list-style-type: none">(Brenda Hellyer) We have done the RFQ on the Program Manager. Interviews were completed on Friday. There were eight that applied. We are checking references and working the process.
VII.	Facilities Measures & Reports	<ul style="list-style-type: none">(Bryan Jones) Quality Assurance metrics are included in your report.
VIII.	Adjournment	Marie Flickinger adjourned the meeting at 5:12 p.m.
	Next Meeting:	May 24, 2016

Action Item "IX"
Regular Board Meeting May 2, 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 April 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 \$13,325, 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-05-02-16

Attachment 2- Grant Detail-05-02-16

RESOURCE PERSONNEL

Chet Lewis

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SAN JACINTO COLLEGE DISTRICT
Federal, State, and Local Grant Amendments
May 2, 2016

	<u>Fund</u>	<u>Org.</u>	<u>Account</u>	<u>Prog.</u>	<u>Amount Debit (Credit)</u>		
<u>U.S. Department of Health and Human Services/Texas Workforce Commission - FIRST in Texas Robotics</u>							
<u>League Competition 2016 (New Grant)</u>							
Federal Grant Revenue	539335	56700	554100	110000	(13,325)		
Operating Supplies - Consumable	539335	56700	711410	360931	<u>13,325</u>	\$	-
Net Increase (Decrease)						<u>\$</u>	<u>-</u>

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

New Grant and Additional Funding Summary by Agency:

U.S. Department of Health and Human Services	13,325
	\$ 13,325

U.S. Department of Health and Human Services/Texas Workforce Commission - FIRST in Texas Robotics League Competition 2016 (New Grant)

FIRST Robotics Competition (FRC) is a unique varsity sport of the mind designed to help high-school-aged young people discover how interesting and rewarding the life of engineers and researchers can be. The FRC challenges teams of young people and their mentors to solve a common problem in a six-week timeframe using a standard "kit of parts" and a common set of rules. Teams build robots from the parts and enter them into competitions. FIRST redefines winning for these students because they are rewarded for excellence in design, demonstrated team spirit, gracious professionalism and maturity, and the ability to overcome obstacles. Scoring the most points is a secondary goal. Winning means building partnerships that last.

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees ratify a construction and license agreement with G & H Towing Company to construct and donate a pier at the Maritime Technology and Training Center property.

BACKGROUND

G & H Towing Company (G & H) has been a strong partner and advocate for development and expansion of the College’s maritime training program including being an advisor on curriculum and the construction of the Maritime Technology and Training Center.

At the December 14, 2015 Board meeting, the Board authorized the Chancellor to enter into an agreement with G & H to construct and donate to the College a pier and related improvements over a small portion of the property (southeast corner, approximately 25,000 square feet) adjacent to the Maritime Technology and Training Center. In addition to the pier, the improvements include a vessel mooring facility, a storage unit, sidewalk, a concrete parking area, gate, security fencing and an enclosed fenced trash dumpster site, at no cost to the College.

In addition to the agreement with G & H, the College requested that the Port Authority of Houston amend the Declaration of Use Restrictions on the property to permit G & H to exercise the license rights included in the agreement with the College. The Port Commission approved the amendment which will clear the way for G & H to begin construction on the pier and related improvements.

IMPACT OF THIS ACTION

In addition to the benefit the College and its maritime students will gain from the investment being made by G & H, the dock will be used by G & H to swap out its tug crews and will provide practical training opportunities for the College’s maritime students. Additionally, the dock will also provide the College with a pier to tie-up small boats.

The agreement clearly states the College reserves the right to use all improvements (except the parking lot) for training and other instructional purposes on a not to interfere basis. The agreement states G & H is responsible for the maintenance of all improvements constructed under this agreement.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The term of the agreement is 15 years with two, five-year renewal extensions. The value of the improvements is estimated at approximately \$750,000. Additionally, the agreement provides a termination for public purposes clause, but there is no intent to exercise such clause. The financial cost to the College has been for legal fees which, as of March 31, 2016 are \$19,710. The total legal fees associated with finalizing this agreement and the related supporting documents are anticipated to be less than \$25,000 including those already incurred.

Action Item “X”
Regular Board Meeting May 2, 2016
Consideration of Ratification of Construction and License
Agreement with G & H Towing Company

MONITORING AND REPORTING TIMELINE

Once started, construction will take approximately 120 days to complete. Except for the parking lot and fencing, construction will take place from the water.

ATTACHMENTS

Attachment 1 - Construction and License Agreement

Attachment 2 - Amendment to Declaration of Use Restriction

RESOURCE PERSONNEL

Brenda Hellyer

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CONSTRUCTION AND LICENSE AGREEMENT

This Construction and License Agreement (the "Agreement") is entered into by **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public junior college established pursuant to Chapter 130 of the Texas Education Code, institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and **G & H TOWING COMPANY**, a corporation organized and existing under the laws of the State of Texas ("G & H") with an effective date of April 4, 2016 ("Effective Date"). As used herein, individually, SJCCD and G & H shall be referred to as "Party" and collectively, as "Parties."

RECITALS

WHEREAS, the College owns certain real property containing approximately 13.060 acres located in Harris County, Texas, as more particularly described on Exhibit A ("College Property"); and

WHEREAS, G & H has agreed to construct and donate to SJCCD a pier, a vessel mooring facility, a storage unit, sidewalk, concrete parking area, gate or gates, security fencing, enclosed or fenced trash dumpster site, and related improvements ("Improvements") over a portion of the College Property, which area is more particularly described on Exhibit B and depicted on Exhibit B-1 ("Improvement Area"); and

WHEREAS, during the Term (as hereinafter defined), under the terms and conditions set forth herein, both Parties intend to use the Improvements and to have reasonable ingress and egress over and across the College Property to access the Improvements.

NOW THEREFORE, for the mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SJCCD and G & H, agree to the following:

TERMS AND CONDITIONS OF AGREEMENT

Article 1: Incorporation

1.1 The foregoing recitals are incorporated into this Agreement for all purposes.

Article 2: Construction of Improvements

2.1 Construction of Improvements. G & H will be responsible for the design and construction of the Improvements, which Improvements will be constructed within the Improvement Area. The Improvements will include the amenities, general design elements, and materials set forth on Exhibit C ("Design Criteria") and will be constructed with a completion date on or before the date agreed upon in writing by the Parties ("Completion Date"). The design of that part of the Improvements that includes the parking, security fencing, sidewalks, enclosed or fenced trash dumpster site, and other Improvements near and around the parking area to be constructed by G & H ("Parking Area Improvements") will be consistent in design to that of similar SJCCD improvements

on the College Property. The Parking Area Improvements will include a gate that is to be locked with accessibility through a key pad, a paved area for the parking of approximately 32 vehicles, and security fencing surrounding the parking area. G & H will construct the Parking Area Improvements to be of a grade that is consistent with the grading of the College Property surrounding the Improvements and the drainage system for the Improvements will conform to and correlate with the drainage system on the College Property. The Improvements will include a sidewalk to be constructed from the College's instructional facility to the pier. Prior to construction of the Improvements, G & H will submit to the College for review and approval a copy of the site plan, schematic design, drawings, construction plans, other design documents, specifications, materials, and timelines for the Improvements, including the Parking Area Improvements (collectively "Specifications"). In addition to any other review performed by SJCCD, the College's engineer shall review the drainage plans and specifications for the Parking Area Improvements prior to construction by G & H. The timeline included in the Specifications shall be consistent with achieving final installation and construction by the Completion Date. G & H shall construct the Improvements or cause the Improvements to be constructed in accordance with the Specifications approved by SJCCD in writing and all requirements of any governmental authorities having jurisdiction over the site where the Improvements will be located, including any approvals required of the POHA (see Section 2.2). SJCCD shall have the right to approve the contractor selected by G & H and has the right to assert any reasonable objections to such contractor(s). G & H shall obtain payment and performance bonds in the amount of the construction contract and will carry or require the contractor to carry property, liability, and automobile insurance during the time construction is taking place. No liens shall be permitted or attached to the College Property due to any act or omission of G & H or its contractors or that results from construction of the Improvements.

- 2.2 Approvals; Licenses; and Permits. During the Term, G & H will obtain and maintain any licenses or permits required for the construction and operation of the pier, vessel mooring facility, and other Improvements including, without limitation, any approvals, licenses, and permits from the Port of Houston Authority ("POHA") and the Corps of Engineers.
- 2.3 License to Enter Property. From the Effective Date through the completion of construction, SJCCD grants to G & H and its contractors, subcontractors, consultants, and agents the right to enter the College Property for the purpose of construction of the Improvements. Subject to SJCCD's right to move any driveways through the College Property, access to G & H will be over and through a driveway currently located as described in Exhibit D and generally depicted in Exhibit D-1 and over and through a driveway currently located as described in Exhibit E and generally depicted in Exhibit E-1 (The property described in Exhibits D and E shall be referred to herein as "Driveways").
- 2.4 Work by Contractors; Subcontractors. Contractors shall not use any subcontractors who are not insured or who do not carry insurance with respect to their part of the work to be performed under this Agreement. All contractors, subcontractors, consultants, and any other person who enter the College Property under the authority granted to G & H under

this Agreement shall perform their work so as to avoid disruption to College activities; and shall refrain from using tobacco products, drinking alcoholic beverages, carrying weapons and ammunition, and speaking profane and/or offensive language. Except as may be required or contemplated for instruction purposes, no person who enters the Property under the authority granted to G & H under this Agreement shall engage in any interactions of any nature whatsoever with students, instructors, or other College personnel. G & H will include a provision setting forth the foregoing prohibitions in its contract with its contractor with such prohibition applicable to all construction workers, whether the contractor's own forces or the forces of contractor's subcontractors and trade contractors. G & H shall require its contractor's, subcontractor's, and trade contractor's employees to park only in areas designated for such parking by G & H and SJCCD. Any vehicles not parked in the appropriate locations may be towed at the vehicle owner's sole expense. All areas of the College's Property, other than the defined construction area (which shall be the Improvement Area), shall be off limits to contractor's forces, unless their work assignment specifies otherwise. G & H shall require its contractor and all employees, agents, subcontractors, or trade contractors to follow the tree ordinance of the municipality in which the College Property is located. Additionally, if not covered by the municipal tree ordinance, G & H or the contractor shall barricade and protect all trees on the College Property that are in the Improvement Area or near the Improvement Area where construction will take place.

- 2.5 Turning Basin Expansion Easement. The Parties acknowledge that the portion of the Improvements that extend into the Bayport Turning Basin are subject to that certain Easement and Agreement recorded under Clerk's File No. 20120068055, Harris County, Texas ("Easement"). The Easement permits the POHA to expand, excavate, construct, operate, and maintain the Bayport Turning Basin. Accordingly, the Parties agree that the Improvements are at risk of demolition and/or removal at such time as the POHA may exercise its rights under the Easement, that SJCCD shall have no liability for the destruction and/or removal of such Improvements, and that in the event of demolition and/or removal of the Improvement, this Agreement shall terminate and neither Party shall have any further obligations under this Agreement.

Article 3: Ownership of Improvements

- 3.1 SJCCD shall own all Improvements and have all ownership rights to the Improvements subject to the right of use by G & H granted under this Agreement.

Article 4: Maintenance of Improvements

- 4.1 Maintenance and Repairs to the Improvements. During the Term, G & H, at its cost and expense, shall maintain the Improvements in good order and condition. All maintenance and repairs of the Improvements shall be performed in a timely manner so as not to adversely affect the use of the Improvements by either Party. The College shall have no obligation to renovate or otherwise alter the Improvements or the College Property to accommodate the G & H's use. Notwithstanding the foregoing, in the event that G & H fails to maintain the Improvements as required herein, the College shall provide written

notice to G & H and except in the event that the failure to maintain the Improvements or the Improvement Area would create a safety concern or materially affect the health or safety of any person, G & H shall remedy the problem, repair any damage, and restore the Improvement Area to its proper condition. If G & H fails to cure the problem within such fifteen (15) day period following written notice, SJCCD shall have the right, but not the obligation, to use its own forces or those of a contractor or other service provider of its choice to make such repairs as are necessary and advisable and G & H shall reimburse the College within fifteen (15) days of receiving an invoice from the College for the actual costs of such repairs expended by the College. The obligation of G & H to perform repairs and to reimburse the College for repairs and maintenance performed during the Term of this Agreement survive the Expiration Date or earlier termination under this Agreement. In the event that SJCCD agrees to permit any third parties invitees of SJCCD to utilize the Improvements, SJCCD will include in the agreements with those third-parties the obligation to indemnify SJCCD and also be responsible for any damages to the Improvements. In the event of damages to the Improvements caused by SJCCD third-parties, SJCCD will either require such third parties to repair the Improvements or if SJCCD recovers from such third parties reimbursement for the cost of repairs, it will reimburse G & H for any amounts G & H spent in repairing the Improvements or otherwise will permit G & H to pursue recovery from those third-parties as may be required or permitted by law. If SJCCD approves any third party invitee of G & H (other than the G & H Parties, who have the right to enter the Property and use the Improvements), G & H will include in its agreements with such third parties the obligation to indemnify SJCCD and be responsible for repairing any damage such third parties make to the Improvements. If the Improvements are damaged during the Term of this Contract by third parties who do not qualify as either invitees of SJCCD or G&H, SJCCD will assign to G&H any cause of action which SJCCD may otherwise have against those third parties (or otherwise will enable G & H to pursue recovery from those third-parties as may be required or permitted by law), to the extent of costs which G&H may incur to remedy the problem, repair any damage, and restore the Improvement Area to its proper condition.

Article 5: Use of Improvements

- 5.1 Use by G & H. During the Term (as hereinafter defined), SJCCD hereby grants permission to the G & H Parties (as hereinafter defined) to enter the College Property through existing the Driveways (and subject to the College's right to move the Driveways to any other location on the College Property so long as G & H will be able to access the Improvement Area), use the portion of the College Property as is reasonably necessary to access the Improvements, and to use the Improvements for vessel mooring and as a crew change facility. As used herein, the term "G & H Parties" shall mean G & H; G & H employees, agents, contractors, the contractors' employees, subcontractors, and trade contractors; and any other third party invitee of G & H that SJCCD approves to enter the Property, including the Improvement Area. Except for any parking of G & H vehicles, the use of the other Improvements such as the pier and mooring facilities by G & H is expected to be intermittent, short term use for crew changes. The Parties agree to confer from time to time as reasonably necessary in order to agree upon a schedule of use.

Subject to the written approval of SJCCD as to location and nature of the signage, G & H shall have the right to post signage upon the Improvements. G & H shall provide a code to SJCCD for any locked gates or other locked areas within the Improvements.

- 5.2 Use by SJCCD. SJCCD reserves the right to use the Improvements (other than the parking lot which is reserved for the sole use of G & H personnel) for training and other instructional purposes during times when not in use by G & H or during times and in a manner that will not interfere with G & H's use of the Improvements. SJCCD agrees that it will not permit any third party to place permanent advertisements or signage upon the Improvements which are for the benefit of those third-parties. Otherwise, SJCCD shall have the right to post signage upon the Improvements so long as such signage does not block any signage by G & H and so long as such signage is consistent with SJCCD's educational purpose. Notwithstanding the foregoing, temporary signage that may be used for a special event will not be in contravention of the signage requirements and limitations set forth in this Section 5.2. SJCCD acknowledges that G & H reserves the right to require the execution by individuals, even those affiliated with SJCCD, of Releases, Indemnity Agreements, and Hold Harmless Agreements before entrance upon vessels operated by G & H will be permitted, said permission always to be granted or denied within the sole discretion of G & H.
- 5.3 Prohibited Uses. G & H may use the Improvements only for purposes set forth in this Agreement. G & H may not grant the use of the Improvements to any persons other than the G & H Parties as defined in Section 5.1 or other persons who have been approved by SJCCD; and during the time of construction and any repairs to the Improvements, to its contractors. G & H shall not use, occupy, or permit any other person to use the Improvements or any portion of the College Property in a manner (a) that would cause damage to any part of the College Property; (b) that would result in any substance being present or any operation being performed that might emit significantly offensive odors into the Improvements or the College Property, or the adjacent properties; (c) that is considered an unlawful purpose; (d) that would increase the insurance rate of the College Property; or (e) that results in any rubbish, glass receptacles, or any other trash or debris being present or thrown onto the Improvements or College Property.
- 5.4 Hazardous Materials. G & H will not and will not permit any person to introduce onto, maintain or store at, or use at the College Property, including, the Improvements, any Hazardous Materials (as hereinafter defined). For purposes of this Agreement, the term "Hazardous Materials" means all pollutants, contaminants and other materials, substances and wastes which are hazardous, toxic, caustic, harmful or dangerous to human health or the environment, including (a) except as set forth herein, petroleum or petroleum products, fractions, derivatives or additives, natural or synthetic gas, urea formaldehyde, foam insulation, polychlorinated biphenyls, and radon gas; (b) radioactive materials, substances, and waste and radiation; (c) any flammable substances or explosives; (d) all asbestos (friable or non-friable) and lead-based paint; (e) any substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "toxic chemicals," "toxic pollutants," "contaminants," "pollutants," "solid waste," "hazardous wastes," "extremely hazardous substances," "restricted hazardous

wastes," or words of similar import under any Environmental Law; and (f) any other substance to which exposure is prohibited, limited, or regulated under any Environmental Law. The term "Environmental Law" shall mean any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments, common law duty, permits, certifications, registrations, licenses, or policies directed to, governing, addressing, or imposing liability or use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, or other standards of conduct with respect to or otherwise relating to (i) protection of human health, natural resources, or the environment; or (ii) manufacturing, processing, distribution, use, treatment, storage, disposal, release or threatened release, spilling, leaking, pumping, pouring, emitting, injecting, depositing, discharging, escaping, dumping, leaching or leaking of Hazardous Materials (as herein defined). Such laws shall include, but not be limited to, the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Safe Drinking Water Act, and in the regulations adopted in publications promulgated pursuant to those statutes. Notwithstanding the foregoing, the parties acknowledge that the G & H may store fuel and filters for the G & H vessels in the Improvements under the condition that (i) all fuel and filters shall be properly stored, maintained, and disposed of in accordance with all Applicable Law; and (ii) if the fuel or storage of filters causes or results in any damage to the College Property or is otherwise found to create a condition requiring cleanup, special action, or special treatment under any Environmental Law, G & H shall be liable for the costs of such cleanup, special action, or special treatment. G & H also shall be liable for any damages and actions resulting from or in connection with the failure of any G & H Party to comply with any Environmental Law. Liability under this Section 5.4, including the liability for cleanup, special action, or special treatment resulting from or caused by acts or omissions of any G & H Party, survives the Term or earlier termination of this Agreement.

- 5.5 Wake Action and Wetlands. The Parties shall collaborate on using the Improvements in a manner that will not result in the College Property, including the Improvement Area, becoming subject to any jurisdictional wetlands. G & H shall communicate with any G & H Party using the Improvements that such use shall be conducted in a manner that would avoid creating sufficient wave action or otherwise inducing any part of the College Property becoming subject to jurisdictional wetlands.
- 5.6 Liability for Third Parties. G & H assumes full responsibility for any damages, losses, and liabilities caused by the acts or omissions of any G & H Party. In the event that G & H or any G & H employee, agent, contractors, or any other third party invitee of G & H or other authorized to be on the College Property by G & H causes damage to or engages in any act or omission that results or is connected to any damage to the Improvements or the College Property, including the Improvement Area, G & H shall repair or cause to be repaired such damage and restore the College Property to substantially the same condition as prior to such damage. G & H shall not be responsible

for any damage, losses, or liabilities caused by SJCCD or any third party invitee of SJCCD, which does not include any third party invitee of G & H that was approved by SJCCD. The obligations of G & H under this Section 5.6 survive the expiration or earlier termination of this Agreement.

Article 6: Applicable Law

- 6.1 Applicable Law. The Parties agree to perform under this Agreement 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; Environmental Laws; laws relating to jurisdictional wetlands; and the Affordable Care Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; and (d) Texas Higher Education Coordinating Board (“THECB”) guidelines and requirements. The Parties agree to comply with applicable SJCCD board policies and procedures as other policies and procedures agreed upon by the Parties. The foregoing as set forth in this Section 6.1 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

Article 7: Term of Agreement; Renewal; Termination

- 7.1 Term. This Agreement shall commence on the Effective Date (“Commencement Date”) and expire on the date that is fifteen (15) years thereafter (“Expiration Date”). The period between the Commencement Date and the Expiration Date or the Commencement Date and the effective date of termination if terminated earlier than the Expiration Date shall be referred to as the “Term.”
- 7.2 Renewal. Upon mutual agreement of the Parties, this Agreement may be renewed for up to two (2) additional five (5) year terms. Each shall be referred to herein as “Renewal Term” and collectively “Renewal Terms.” If the Agreement is renewed for one or more Renewal Terms, the term “Term” as used herein shall include the time within such Renewal Term or Renewal Terms and the term “Expiration Date” shall be modified to mean the last day of the then current Renewal Term.
- 7.3 Termination. In addition to any other rights of termination herein, the Parties may terminate this Agreement under the following circumstances:
- (a) Mutual Consent. Upon mutual consent, the Parties may terminate this Agreement at any time. Termination under this Section 7.3(a) shall be without any penalties and without further obligations upon the part of either Party, other than those stipulated herein as requiring to be performed on or before the Expiration Date or those surviving the Term as set forth in this Agreement.

- (b) Termination for Cause: Either Party may terminate this Agreement for cause in the event of default by the other Party. Except in the event of a default that affects the safety or health of College's employees and/or students or the public, the non-defaulting Party will give the Party alleged to be in default thirty (30) days written notice of its intention to terminate this Agreement if such deficiencies are not corrected within fifteen (15) days (the "Cure Period"). The written notice will include information relating to the deficiencies at issue. In the case of default that affects the health and safety of the College's employees and/or students or the public, this Agreement may be terminated immediately and the non-defaulting Party may pursue any remedies available under law.
- (c) Termination for Expansion of Easement. In the event that the POHA exercises its rights under the Easement and expands the Turning Basin in a manner that materially affects the Improvements or either Party's use of the Improvements, either Party may terminate this Agreement and neither Party shall have any further obligations under this Agreement except for those that expressly survive termination or the Term as set forth herein.
- (d) Termination for Material Change in Financial Condition: In the event a petition in bankruptcy is filed by or against either Party which is not dismissed within 30 days thereafter, or if either Party shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statutes, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, then the other Party may immediately terminate this Agreement in whole or in part.
- (e) Termination for Public Purposes. SJCCD shall have the right to terminate this Agreement in the event that the SJCCD governing board determines that the Improvement Area is needed for College purposes. In the event of termination for public purposes, SJCCD will give G & H at least ninety (90) days written notice prior to termination. In the event of termination under this Section 7(e) after the Commencement Date but before December 31, 2022, SJCCD will reimburse G&H the sum set forth below representing the amortized expenses incurred by G&H for the construction of the Improvements:

<u>Year of Termination Notice</u>	<u>Reimbursement Sum</u>
2016.....	\$750,000.00
2017.....	\$701,250.00
2018.....	\$648,750.00
2019.....	\$551,250.00
2020.....	\$498,750.00
2021.....	\$450,000.00
2022.....	\$375,000.00

- 7.4 Disposition of Improvements. Upon termination of this Agreement under Sections 7.3(a), (c), (d), or (e), G & H shall not be responsible for or required to remove the Improvements. G & H shall not be responsible for or required to remove the Improvements for termination under Section 7.3(b) except for a breach by G & H that results in unrepaired damage to or the failure to maintain the Improvements unless SJCCD elects to restore and repair the Improvements at G & H's sole cost.

Article 8: Relationship of the Parties

- 8.1 No Partnership or Joint Venture. Nothing in this Agreement is intended to create a partnership or joint venture between the Parties or the Parties hereto and any other person. Nothing contained herein shall be construed or deemed to make the College liable for any obligations incurred by G & H in construction or in the conduct of its business and no party dealing with G & H shall be entitled to look to the College or to the College's interest in the College Property or the Improvements for the recovery of any sum owed by G & H or any damages for which G & H may be liable. Likewise, nothing contained herein shall be construed or deemed to make G & H liable for any obligations incurred by SJCCD in the conduct of its business and no party dealing with the College shall be entitled to look to G & H for the recovery of any sum owed by the College or any damages for which the College may be liable.
- 8.2 Construction of Agreement. This Agreement was created by arm's length negotiations between the Parties. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties.
- 8.3 No Leasehold Interest. The rights created under this Agreement or for the use of and license to use the College Property and Improvements expressly provided herein and do not constitute nor are intended to create any leasehold rights in G & H.

Article 9: Liability

- 9.1 **INDEMNIFICATION BY G & H. G & H, ON BEHALF OF ITSELF AND ANY AND ALL G & H PARTIES AND ANY THIRD PARTY INVITEES OF G & H, HEREBY AGREES TO INDEMNIFY AND HOLD THE COLLEGE, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS (collectively and any one of them shall be referred to herein as "COLLEGE PARTIES") HARMLESS FROM AND AGAINST ALL CLAIMS, SUITS, LOSSES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, RESPONSIBILITIES, LIABILITIES, DEMANDS, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, JUDGMENTS, COURT COSTS AND EXECUTIONS) (INDIVIDUALLY, "CLAIM" AND COLLECTIVELY, "CLAIMS") WHICH MAY BE ASSERTED AGAINST THE COLLEGE PARTIES ARISING FROM, CAUSED BY, RELATED TO, OR CONNECTED WITH ANY ACT OR OMISSION OF G & H, ANY OF THE G & H**

PARTIES, AND ANY THIRD PARTY INVITEE OF G & H; THE ENTRY BY G & H, ANY OF THE G & H PARTIES, AND/OR ANY THIRD PARTY INVITEE OF G & H UPON THE COLLEGE PROPERTY; CONSTRUCTION AND MAINTENANCE OF THE IMPROVEMENTS; USE OF THE IMPROVEMENTS BY G & H PARTIES; THE ENVIRONMENTAL PROHIBITIONS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT; THE FAILURE TO ACQUIRE OR MAINTAIN ANY LICENSES OR PERMITS REQUIRED UNDER THIS AGREEMENT OR BY APPLICABLE LAW; OR THE EXERCISE OF ANY RIGHT GRANTED UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (WHETHER PERSONAL INJURY, CONTRACTUAL, PROPERTY DAMAGE, ENVIRONMENTAL CONTAMINATION, OR OTHER); EXCEPT TO THE EXTENT THAT CLAIM ARISES SOLELY OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COLLEGE OR ANY OF THE COLLEGE PARTIES.

9.2 **DISCLAIMER OF LIABILITY BY COLLEGE.**

NEITHER THE COLLEGE NOR ANY OF THE COLLEGE PARTIES SHALL BE LIABLE OR RESPONSIBLE FOR ANY CLAIMS FOR ANY INJURY TO ANY PERSON OR TO ANY PROPERTY OF THE G & H PARTIES OR FOR ANY CLAIM THAT MAY BE ASSERTED BY G & H OR THE G & H PARTIES RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, THEFT, OR VANDALISM; EXCEPT FOR CLAIMS THAT MAY BE COVERED BY THE INSURANCE CARRIED BY THE COLLEGE ON THE COLLEGE PROPERTY; AND G & H UNCONDITIONALLY RELEASES THE COLLEGE PARTIES FROM ANY LIABILITY FOR SUCH CLAIM OR LOSS.

9.3 Release by the College. TO THE EXTENT PERMITTED BY LAW, THE COLLEGE HEREBY RELEASES G & H FROM ANY AND ALL CLAIMS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COLLEGE OR BY ANY OF THE COLLEGE PARTIES.

9.4 Survival of the Indemnification, Disclaimer, and Release. The indemnification by G & H and the disclaimer and release of the College under this Article 9 shall survive the expiration of the Term or earlier termination of this Agreement.

9.5 No Waiver of Immunity. Nothing contained in this Agreement is intended to or shall be deemed as waiving any immunities to which the College is entitled under law.

Article 10: Insurance

10.1 Insurance Coverage. During the Term and for the period thereafter as required to cover its obligations under this Agreement, G & H shall obtain and keep in force comprehensive general liability, automobile, property damage insurance, and other insurance as set forth on Exhibit F of this Agreement insuring the College against any

liability for bodily injury, automobile liability, and property damage claims arising out of the use of the College Property and exercise of the rights granted under this Agreement. Additionally, G & H shall require its contractor(s) to carry insurance as set forth on Exhibit G of this Agreement and shall its contractor(s) to require their subcontractors to carry insurance in amounts proportional to the work they are performing on the Improvements. G & H also will require the architect, engineer, or any designer (“A/E Firm”) who is involved in the design of the Improvements to carry at least \$1,000,000.00 of errors and omissions coverage and that such A/E Firm to indemnify the College against defects in the design of the Improvements for the period of time set forth in the Texas Civil Practices and Remedies Code. The College will maintain insurance coverage on the College Property in the types and amounts of insurance carried by the College on its other properties.

- 10.2 Coverage Amounts. The general liability coverage carried by G & H will have a combined single limit in an amount not less than \$1,000,000 bodily injury and the property insurance shall be not less than \$1,000,000 covering the Improvements and any damage caused by G & H or its employees, agents, or contractors to the College Property. All such insurance policies maintained by G & H shall name the College as an additional insured thereunder but only to the extent of those liabilities as imposed on G&H by Section 5.6 or 9.1 of this Agreement. The policies maintained by the G & H as required in this Article 10 shall include a waiver of subrogation in favor of the College.
- 10.3 Certificates. Within ten (10) days of the Effective Date, G & H shall deliver to the College a copy of the certificate and any endorsements for the insurance required under this Article 10. Certificates of insurance and endorsements shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation notices. Certificates, endorsements, and insurance policies shall include the following clause: "This policy shall not be non-renewed or canceled until notice has been delivered to San Jacinto Community College District. Date of cancellation may not be less than thirty (30) days after the date of mailing notice (except in the case of cancellation for non-payment of premium in which case cancellation shall not take effect until at least ten days' prior written notice has been given to the College)."

Article 11: Miscellaneous Provisions

- 11.1 Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties as to the subject matter herein and supersedes all previous agreements or understandings between the Parties, whether verbal or written. This Agreement may not be altered or amended except by written agreement signed by both Parties.
- 11.2 Governing Law; Venue. This Agreement shall be governed interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject

matter hereof shall be in a court of competent jurisdiction located in Harris County, Texas.

- 11.3 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.
- 11.4 Assignment. This Agreement shall not be assignable by either Party.
- 11.5 Severability – In case any provision hereof shall for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- 11.6 No Third Party Beneficiaries. This Agreement is made for the sole benefit of SJCCD and G & H. 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.
- 11.7 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given by (a) delivered personally; (b) sent by reputable, courier prepaid; (c) sent via registered or certified mail, return receipt requested postage prepaid; or (d) delivered by electronic means in a manner permitted under the Texas Electronics Communications Act, which the Parties adopt, including facsimile and electronic mail, if such notices are properly addressed as follows:

If to the College: San Jacinto Community College District
 Attn: Brenda Hellyer
 4624 Fairmont Parkway Ste. A1.200
 Pasadena, Texas 77504
 Facsimile:
 Email: brenda.hellyer@sjcd.edu

With a copy to: San Jacinto Community College District
 Attn: Chet Lewis, VCFA
 4624 Fairmont Parkway
 Pasadena, Texas 77504
 Facsimile: 281.998.6322
 Email: chet.lewis@sjcd.edu

With a copy to: Thompson & Horton, LLP
 Attn: Maureen Singleton
 3200 Southwest Freeway, Suite 2000
 Houston, Texas 77027
 Facsimile: 713-583-7909
 Email: msingleton@thompsonhorton.com

If to G & H: G & H Towing Company
Attn: Stephen Huffman, President
200 Pennzoil Road, Galveston, Texas
P.O. Drawer 2270
Galveston, Texas 77553
Facsimile:
Email: SNHuffman@gandhtowing.com

With a copy to: Royston, Rayzor, Vickery, & Williams, LLP
The Hunter Building
306 22nd Street, Suite 301
Galveston, Texas 77550
Facsimile: 409-763-3853
Email: Royston@Roystonlaw.com

11.8 Counterparts; Electronic Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original and binding upon the Party executing the same, but both of which shall constitute one and the same Agreement. The Parties agree to accept electronic signatures and electronic copies of the Agreement and other communications for purposes of an original and intend that this Agreement be subject to the Texas Electronics Transaction Act.

This Agreement is executed below and entered into as of the Effective Date of April 4, 2016.

**SAN JACINTO COMMUNITY COLLEGE
DISTRICT**

G & H TOWING COMPANY

By: _____
Brenda Hellyer
Chancellor

By: _____
Stephen N. Huffman
President

EXHIBIT A

Legal Description for 13.060 Acres - San Jacinto Community College Property

All of Restricted Reserve "A", out of the plat recorded under Film Code Number 662057 Harris County Map Records.

EXHIBIT B

IMPROVEMENT AREA

1.005 ACRES
 43,769 SQUARE FEET
 WILLIAM P. HARRIS LEAGUE
 ABSTRACT NO. 30
 HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 1.005 acres (43,769 square foot) tract of land located in the William P. Harris League, Abstract Number 30, Harris County, Texas and said 1.005 acre tract of land being out of and a part of the called 13.060 acre tract described in the deed to San Jacinto Community College District, recorded under Harris County Clerk's File Number 20120068054 and out of and a part of Reserve "A", San Jacinto College Maritime Campus Bayport, a plat recorded under Film Code Number 662057 of the Harris County Map Records, said 1.005 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

COMMENCING at a 5/8-inch iron rod found marking the northeast corner of the said called 13.060 acre tract and said Reserve "A", and an interior corner of the remainder of a called 720.361 acre tract as described in the deed to Harris County Houston Ship Channel Navigation District recorded under Volume 5770, Page 341 of the Harris County Deed Records;

THENCE, South 02 degrees 56 minutes 48 seconds East, along the easterly line of the said called 13.060 acre tract and said Reserve "A" common with the westerly line of the said remainder of the called 720.361 acre tract, a distance of 238.82 feet, to the POINT OF BEGINNING and the most northerly northeast corner of the herein described tract;

THENCE, South 02 degrees 56 minutes 48 seconds East, continuing along the said common line, a distance of 205.21 feet, to a 5/8-inch iron rod with cap stamped "CCI" found marking an exterior corner of the remainder of the called 720.361 acre tract and an interior corner of said Reserve "A" and the said called 13.060 acre tract and the herein described tract;

THENCE, North 86 degrees 54 minutes 11 seconds East, continuing along the said common line, a distance of 150.00 feet, to a 5/8-inch iron rod with cap stamped "CCI" found marking the most easterly northeast corner of the said called 13.060 acre tract and said Reserve "A", and the herein described tract;

THENCE, along the southerly line of the said called 13.060 acre tract and said Reserve "A" common with the northerly line of the Bayport Turning Basin, Harris County Flood Control District Unit No. F300-00-00, the following six (6) courses and distances:

South 02 degrees 56 minutes 48 seconds East, a distance of 48.68 feet to an angle in the said common line;

South 60 degrees 17 minutes 28 seconds West, a distance of 45.71 feet, to an angle in the said common line;

South 19 degrees 49 minutes 44 seconds West, a distance of 43.44 feet, to an angle in the said common line;

South 68 degrees 37 minutes 31 seconds West, a distance of 94.00 feet, to an angle in the said common line;

South 68 degrees 44 minutes 15 seconds West, a distance of 76.03 feet, to an angle in the said common line;

South 70 degrees 57 minutes 28 seconds West, a distance of 9.76 feet, to the southwest corner of the herein described tract;

THENCE, North 03 degrees 14 minutes 30 seconds West, departing the said common line over and across the said called 13.060 acre tract and said Reserve "A", a distance of 369.84 feet, to the northwest corner of the herein described tract;

THENCE, North 86 degrees 37 minutes 12 seconds East, continuing over and across the said 13.060 acre tract and said Reserve "A", a distance of 80.27 feet, to the POINT OF BEGINNING and containing a computed area of 1.005 acre (43,769 square feet) of land as depicted on the Exhibit dated: July 6, 2015, prepared by West Belt Surveying, Inc., Project No. S276-0446A.

West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288



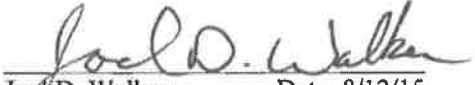

Joel D. Walker Date: 8/12/15
Texas Registration No. 5189
Revised 8/12/15 – Renamed description

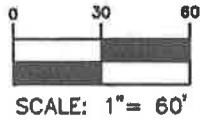
EXHIBIT B-1

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 1.005 ACRE TRACT SHOWN HEREON, DATED: JULY 6, 2015, THAT ACCOMPANIES THIS EXHIBIT.

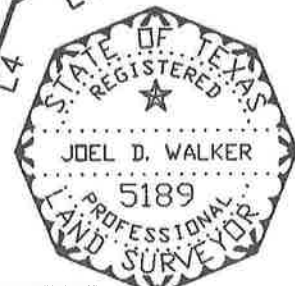
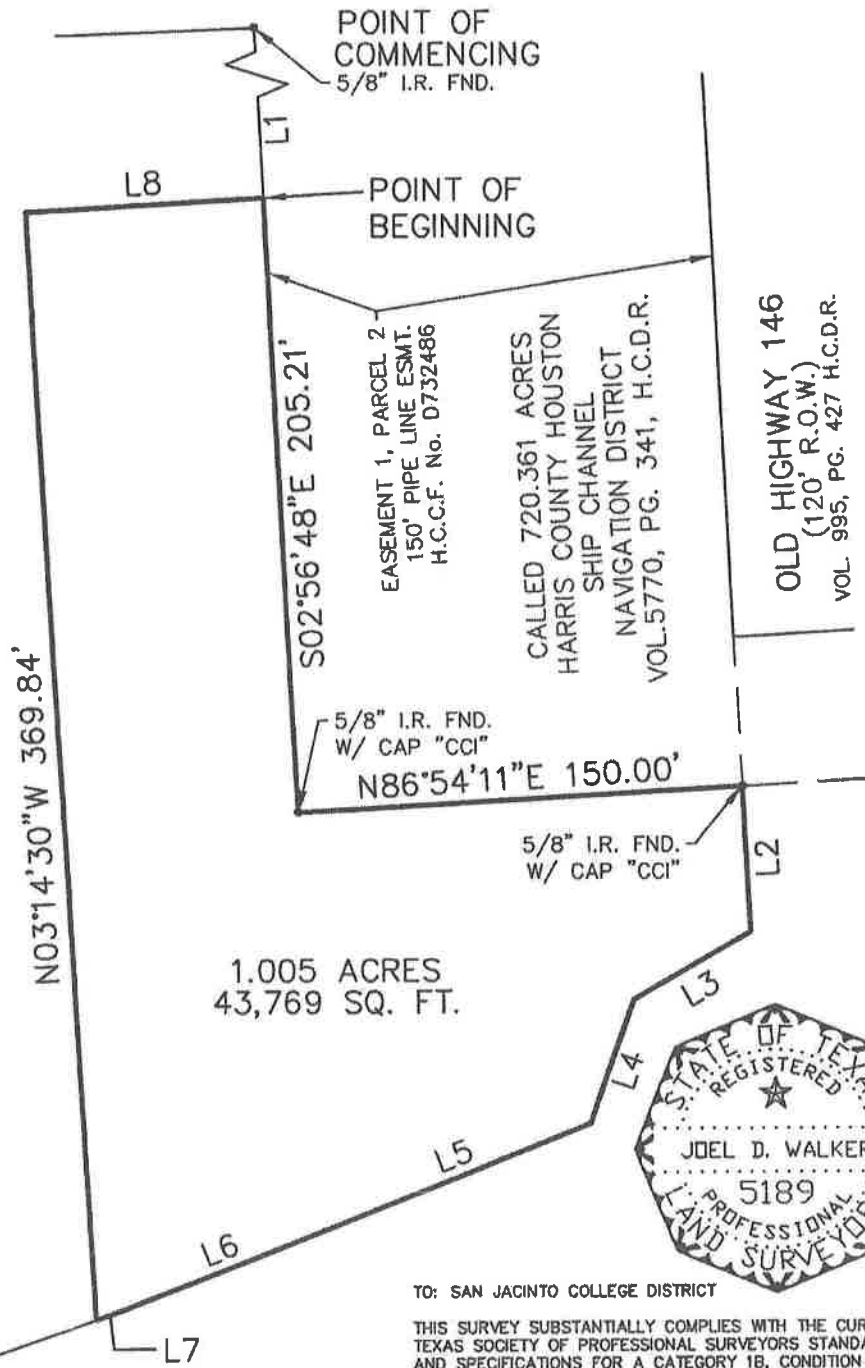
3. THIS EXHIBIT HAS NOT BEEN STAKED ON THE GROUND.



CALLED 13.060 ACRES
SAN JACINTO COMMUNITY
COLLEGE DISTRICT
H.C.C.F. No. 20120068054

RESERVE "A"
SAN JACINTO COLLEGE
MARITIME CAMPUS BAYPORT
F.C. NO. 662057 H.C.M.R.

LINE TABLE		
LINE	LENGTH	BEARING
L1	238.82	S02°56'48"E
L2	48.68	S02°56'48"E
L3	45.71	S60°17'28"W
L4	43.44	S19°49'44"W
L5	94.00	S68°37'31"W
L6	76.03	S68°44'15"W
L7	9.76	S70°57'28"W
L8	80.27	N86°37'12"E



TO: SAN JACINTO COLLEGE DISTRICT

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

8/12/15 *Joel D. Walker*
DATE JOEL D. WALKER, R.P.L.S.
TEXAS REGISTRATION NO. 5189

NO.	DATE	REVISIONS
▲	8/12/15	RENAMED EXHIBIT
SCALE: 1" = 60'		
DRAWN BY: KMR		
PROJECT NO. S276-0446A		
DATE: JULY 6, 2015		

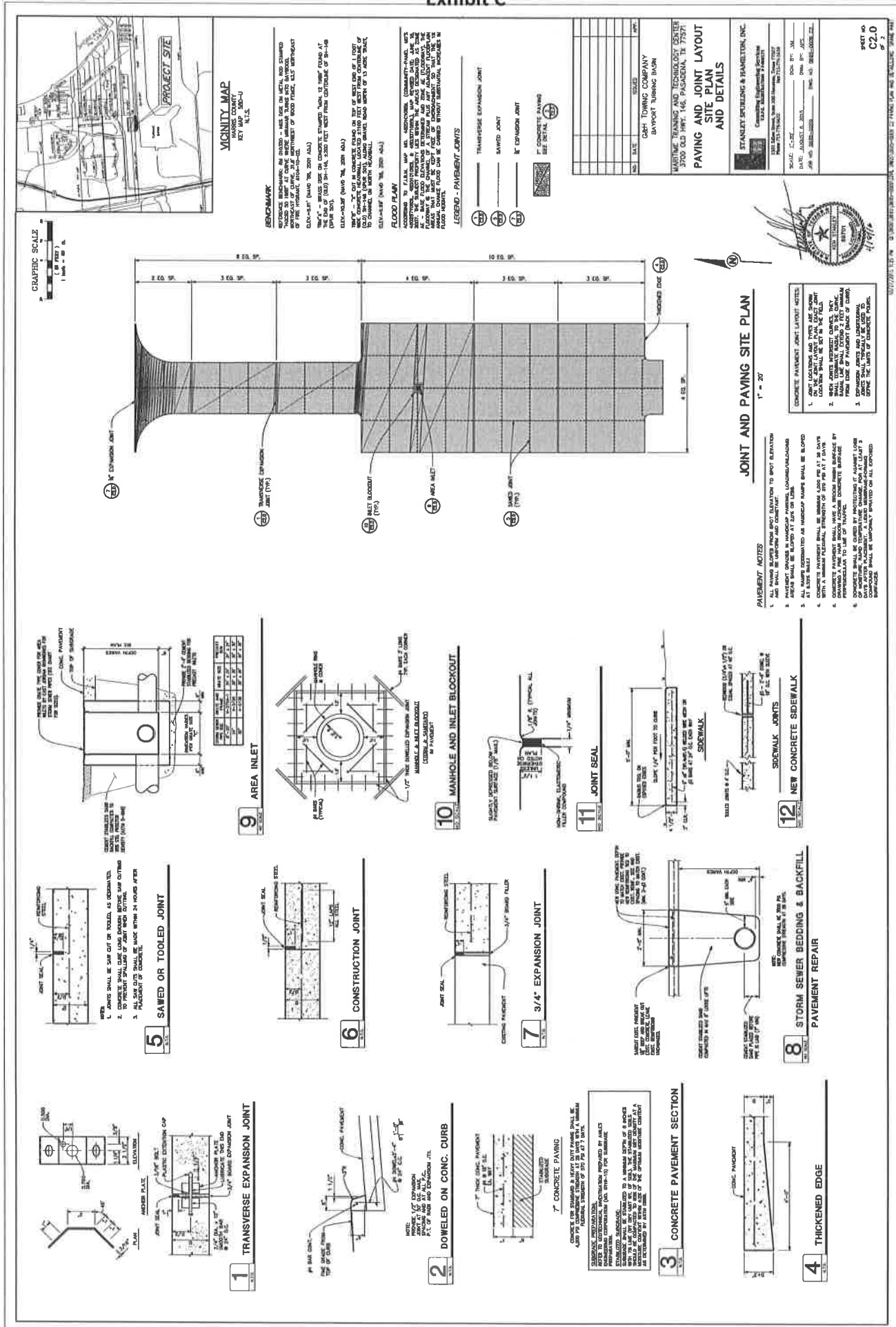
1.005 ACRES
(43,769 SQ. FT.)
IMPROVEMENT AREA ▲
WM. P. HARRIS LEAGUE
ABSTRACT NO. 30
HARRIS COUNTY, TEXAS

WEST BELT

SURVEYING, INC.

21080 PARK ROW PHONE: (281) 699-8288
KATY, TEXAS 77449 FAX: (281) 499-0096
CERTIFIED FIRM NO. 10073800

Exhibit C



GRAPHIC SCALE
1" = 10' 0"



VICINITY MAP
HOUSTON COUNTY
TX 77001
U.S.A.

BENCHMARK
REFERENCE BENCHMARK IS GIVEN - SEE LOC ON SHEET FOR EXACT LOCATION AND ELEVATION. BENCHMARK IS A 1" DIA. IRON ROD WITH A BRASS DISK AT THE END OF THE ROD. BENCHMARK IS TO REMAIN UNCHANGED THROUGHOUT THE PROJECT.
ELEVATION (NAVD 83) 2001.10

FLOOD FLOW
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.

LEGEND - PAVEMENT JOINTS
TRANSVERSE EXPANSION JOINT
SAWED JOINT
3" EXPANSION JOINT
3" CONCRETE BARRING
SEE DETAIL

NO.	DATE	ISSUED	BY

PAVING AND JOINT LAYOUT SITE PLAN AND DETAILS
MARITIME TRAINING AND TECHNOLOGY CENTER
3205 G.D. HWY. 146, PASADENA, TX 77571

STANLEY SPINNING & HAMILTON, INC.
Concrete Engineering Services
1500 W. HENRIETTA, SUITE 200
HOUSTON, TX 77057
TEL: 713-770-1100
FAX: 713-770-1101

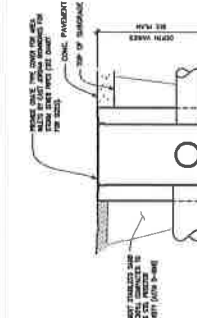
SCALE: 1" = 20'
DATE: AUGUST 2, 2003
JOB NO: 2002-2000
SHEET NO: C2.0 OF 2



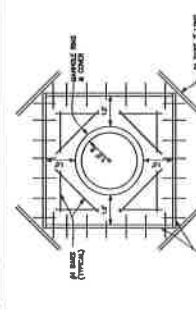
JOINT AND PAVING SITE PLAN
1" = 20'

CONCRETE PAVEMENT JOINT LAYOUT NOTES
1. JOINT LOCATIONS AND TYPES ARE SHOWN ON THIS PLAN. JOINTS SHALL BE SET IN THE FIELD.
2. JOINTS SHALL BE SET IN THE FIELD.
3. JOINTS SHALL BE SET IN THE FIELD.
4. JOINTS SHALL BE SET IN THE FIELD.
5. JOINTS SHALL BE SET IN THE FIELD.
6. JOINTS SHALL BE SET IN THE FIELD.

PAVEMENT NOTES
1. ALL JOINTS SHALL BE SET IN THE FIELD.
2. ALL JOINTS SHALL BE SET IN THE FIELD.
3. ALL JOINTS SHALL BE SET IN THE FIELD.
4. ALL JOINTS SHALL BE SET IN THE FIELD.
5. ALL JOINTS SHALL BE SET IN THE FIELD.
6. ALL JOINTS SHALL BE SET IN THE FIELD.



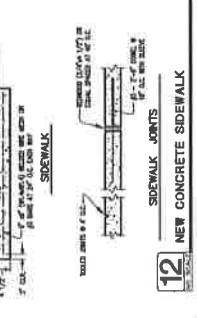
9 AREA INLET
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



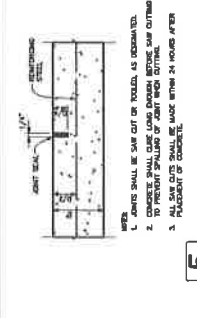
10 MANHOLE AND INLET BLOCKOUT
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



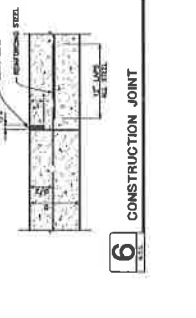
11 JOINT SEAL
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



12 NEW CONCRETE SIDEWALK
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



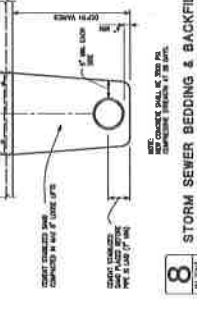
5 SAWS OR TOOLED JOINT
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



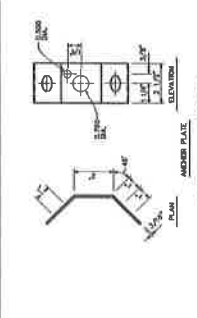
6 CONSTRUCTION JOINT
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



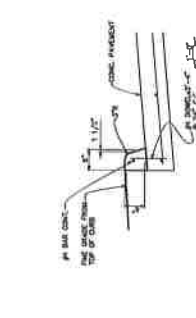
7 3/4" EXPANSION JOINT
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



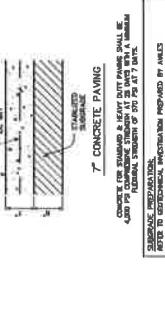
8 STORM SEWER BEDDING & BACKFILL PAVEMENT REPAIR
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



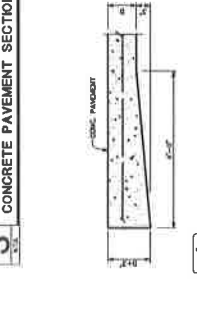
1 TRANSVERSE EXPANSION JOINT
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



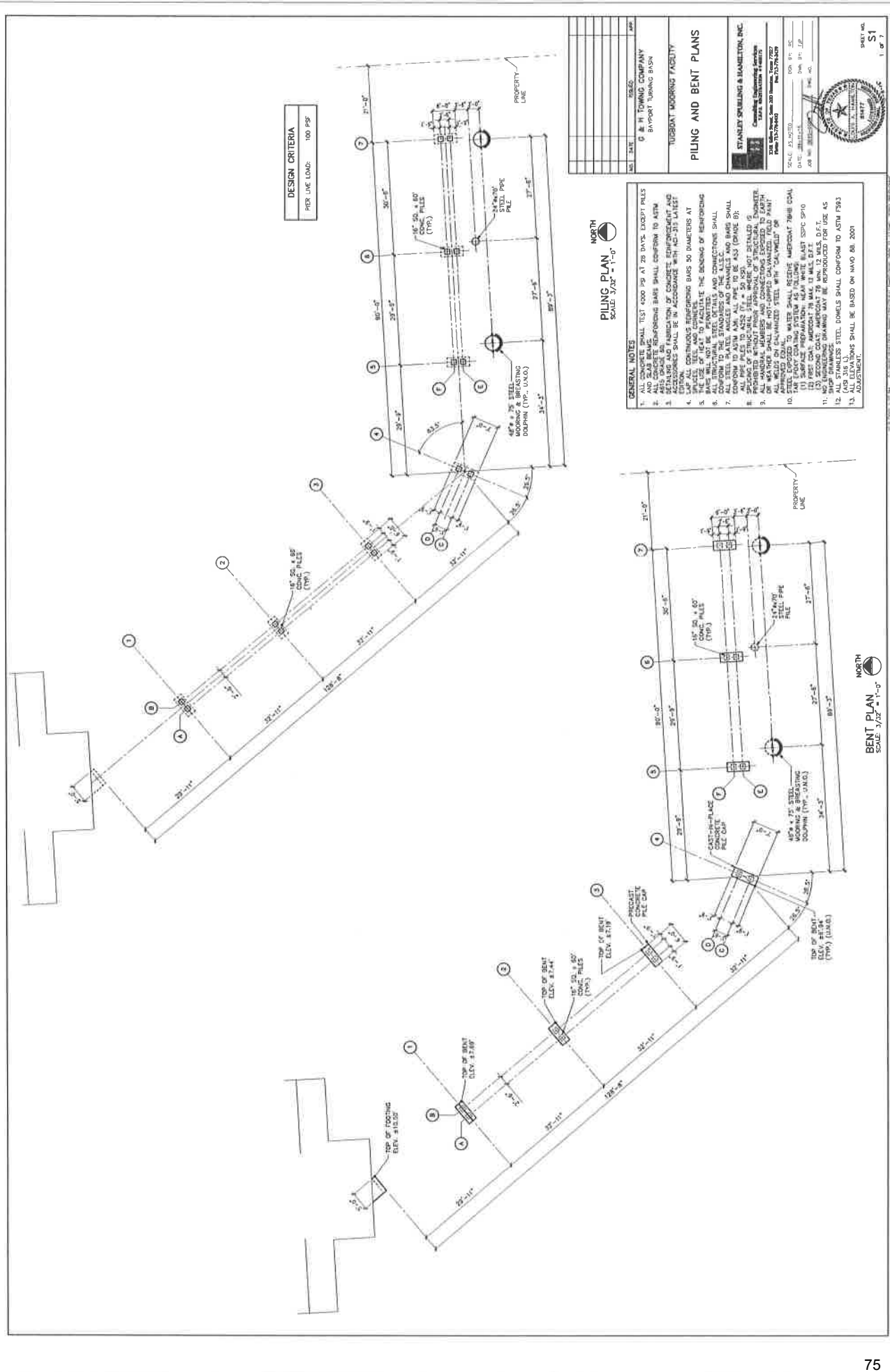
2 DOWELED ON CONC. CURB
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



3 CONCRETE PAVING SECTION
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



4 THICKENED EDGE
CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE TIME FRAME OF ONE (1) HOUR FROM THE TIME OF SETTING OF THE FORMS.



DESIGN CRITERIA
PER LINE LOAD: 100 PSF

PILING PLAN
SCALE: 3/32" = 1'-0"

- GENERAL NOTES:**
1. ALL CONCRETE SHALL TEST 4000 PSI AT 28 DAYS, EXCEPT PILES AND CAST-IN-PLACE CONCRETE REINFORCING BARS SHALL CONFORM TO ASTM A639.
 2. ALL REINFORCING BARS SHALL CONFORM TO ASTM A639.
 3. ALL REINFORCING BARS SHALL BE IN ACCORDANCE WITH A639-LATEST EDITION.
 4. USE ALL CONTINUOUS REINFORCING BARS 30 DIAMETERS AT PILE HEADS AND CONNECTIONS.
 5. BARS SHALL NOT BE SPICED.
 6. CONFORM TO THE STANDARDS OF THE A.S.C.E.
 7. ALL STEEL PILING, WELDS AND CHANNELS SHALL CONFORM TO THE STANDARDS OF THE A.S.C.E.
 8. ALL STEEL PILING SHALL BE GALVANIZED OR GALVANIZED AFTER FABRICATION.
 9. ALL WELDS ON GALVANIZED STEEL SHALL BE GALVANIZED OR GALVANIZED AFTER FABRICATION.
 10. STEEL EXPOSED TO WATER SHALL RECEIVE MERCURY TREATMENT.
 11. ALL WELDS SHALL BE WELDED TO MEET THE REQUIREMENTS OF THE A.S.C.E.
 12. ALL WELDS SHALL BE WELDED TO MEET THE REQUIREMENTS OF THE A.S.C.E.
 13. SECOND COAT MERCURY TREATMENT SHALL BE APPLIED TO ALL STEEL EXPOSED TO WATER.
 14. ALL ELEVATIONS SHALL CONFORM TO ASTM F393 (AS APPLICABLE).
 15. ALL ELEVATIONS SHALL BE BASED ON NAVD 88 2001 ADJUSTMENT.

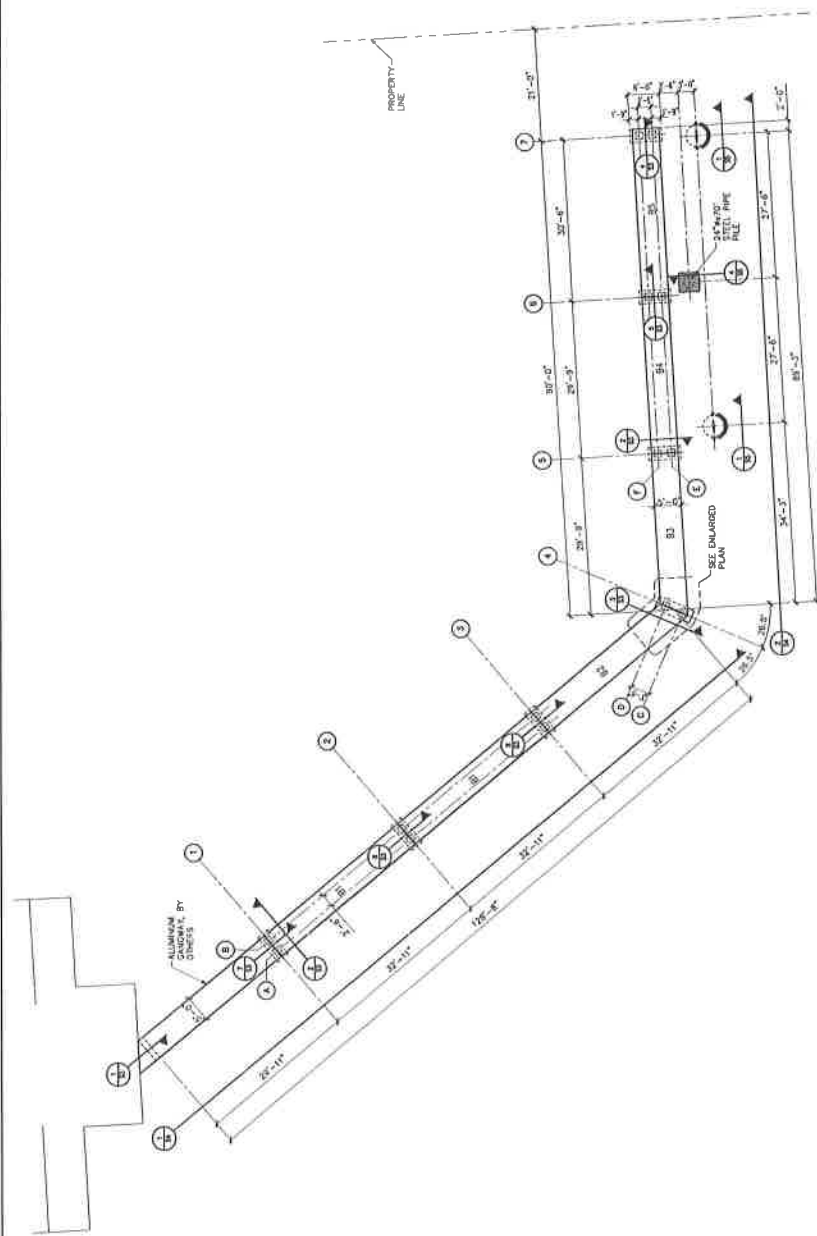
PILING AND BENT PLANS

G. & H. TOWING COMPANY
BAYPORT TOWING BASIN

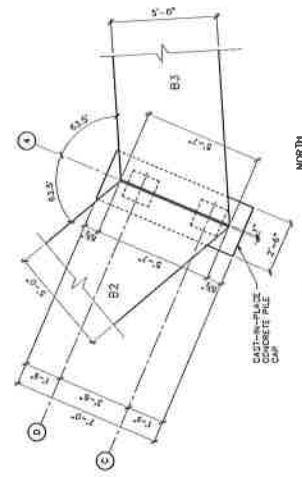
STANLEY SPURLING & HAMILTON, INC.
Consulting Engineering Services
2000 North Main Street
P.O. Box 1000
Bayport, MD 21034
Tel: 410-326-3300

DATE: 08/14/08
JOB NO: 08080001
SHEET NO: 51
OF 7

BENT PLAN
SCALE: 3/32" = 1'-0"



NORTH
SLAB BEAM PLAN
SCALE 3/32" = 1'-0"



NORTH
ENLARGED BEAM PLAN
SCALE 3/8" = 1'-0"

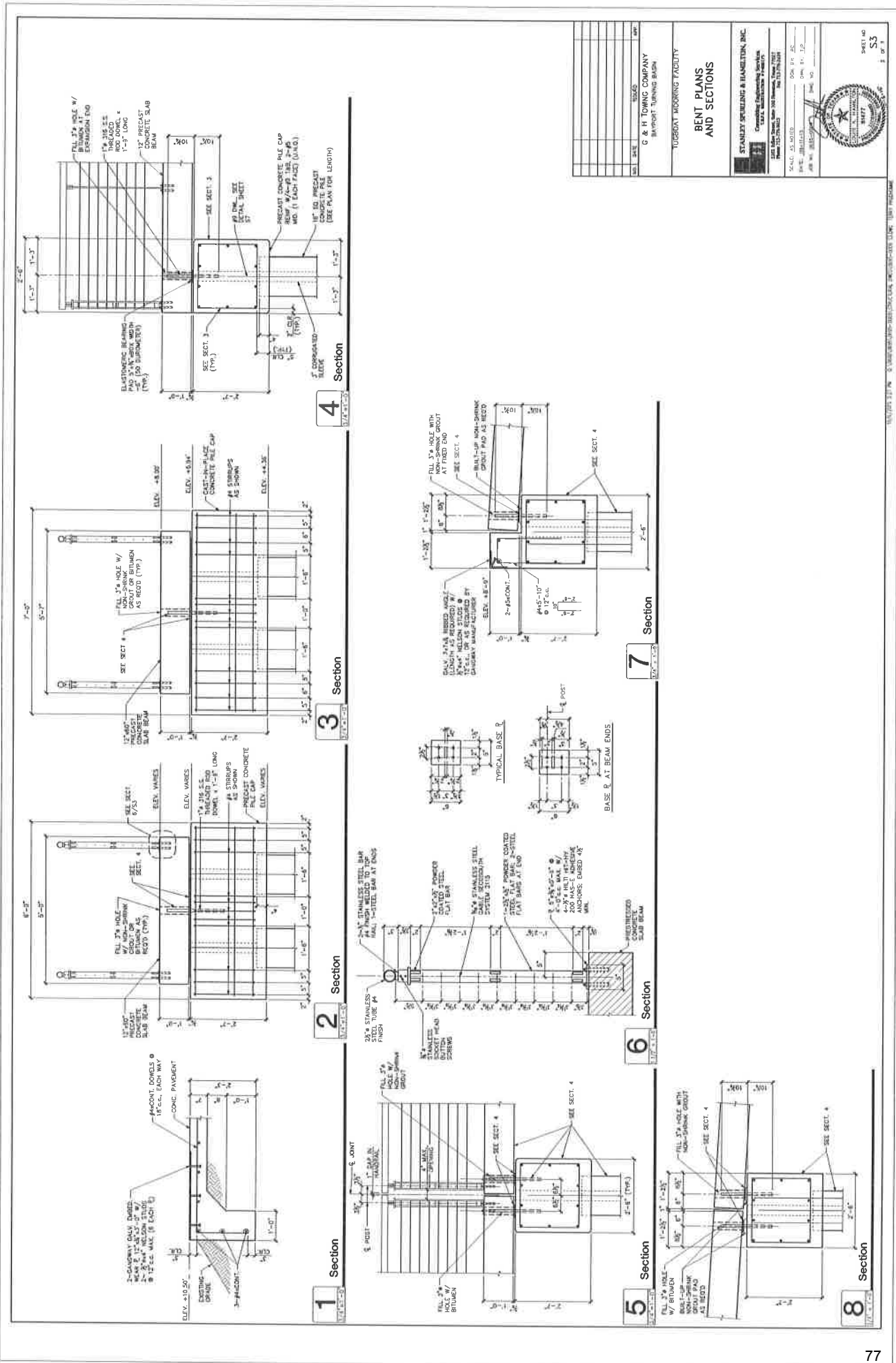
NO.	DATE	REVISION	BY

G & H TOWNS COMPANY
 SUPPORT TURNING BUSH
 LOGBOAT MOORING FACILITY
SLAB BEAM PLANS

STANLEY SPILLANT & HAMILTON, INC.
 Civil Engineering Services
 1222 Westchester Parkway
 Suite 100
 Westborough, MA 01581
 Tel: 508-339-8800
 Fax: 508-339-2800

SCALE: AS SHOWN
 DATE: 08-11-13
 JOB NO. 0813-0005
 DRAWN BY: SC
 CHECKED BY: JEP
 DATE: 08-11-13

SHEET NO. **S2**
 OF 1



1 Slab Beam Plan - B1

2 Slab Beam Plan - B2

3 Slab Beam Plan - B3

4 Slab Beam Plan - B4

5 Slab Beam Plan - B5

6 Typical Section

SLAB BEAM NOTES

1. SLAB BEAM DESIGNED ADEQUATE FOR 75% UNIFORM LIVE LOADING.
2. SHOP DRAWINGS FOR THE STRUCTURE SUBJECT TO APPROVAL FABRICATION AND INSPECTION WITHOUT REFERENCE TO THIS SHEET.
3. BEAMS SHALL BE SUPPORTED BY A ROUGH WOOD FLOAT FINISH. RADIUS TOPS OF ALL BEAMS SHALL HAVE A ROUGH WOOD FLOAT FINISH.
4. BEAMS SHALL BE SUPPORTED BY THE SOLID END BLOCK AREA DURING HANDLING, STORAGE.
5. ALL REINFORCING STEEL TO BE GRADE 60.
6. THE STRESSING PROCEDURE WILL BE SUCH THAT NO CRACKS WILL DEVELOP DURING THE CALCULATED TABLE STRESS AT ANY STAGE EXCEEDS 400 P.S.I. (CRACKED BEAMS SHALL BE REPAIRS).
7. ALL PRESTRESSING STRAND TO BE 7/8" x 270 KSI LOW-RELAXATION, INITIAL PRETENSION - 37.0 KIPS, OR APPROVED EQUAL.
8. ALL PRESTRESSING STRAND SHALL BE WRAPPED WITH A WATERPROOF ADHESIVE HARDROCK CONCRETE EXCEPT AS NOTED.
9. STRANDS WITH BOND BREAKAGE SHALL BE THOROUGHLY WRAPPED WITH A WATERPROOF ADHESIVE AND PROVIDED BOTH ENDS OF THE SCAM UP THE TUBE ARE SEALED WITH A WATERPROOF TAPE.
10. ELASTOMERIC BEARING PADS SHALL BE 50 DIAMETER HARDNESS.

NO.	DATE	ISSUED	APP.

G & H TOWING COMPANY
BYFORTH TURNING BASH

1008000T DOORING FACILITY

**CONCRETE DOCK
SLAB BEAM DETAILS**

STANLEY SPURLING & HANCOCK, INC.
1008000T DOORING FACILITY
CONCRETE ENGINEERING SERVICE
STATE REGISTERED PROFESSIONAL ENGINEER
No. 727747-001
Phone: 757-737-7000
FAX: 757-737-7001

SCALE: AS SHOWN
DATE: 02/11/15
JOB NO. 2832-0000
DWG. NO. 1008000T-001
SHEET NO. S6
OF 1

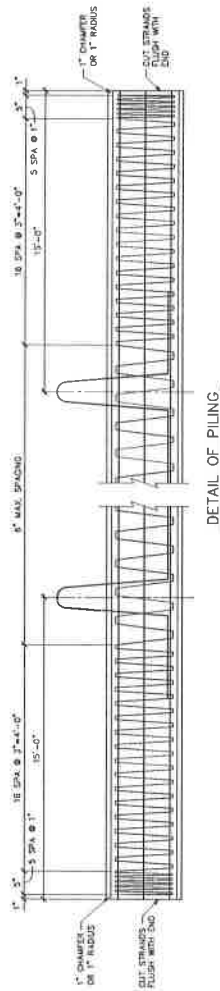
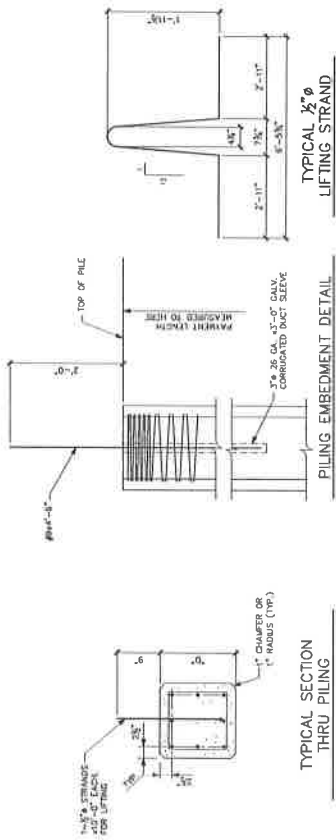


TABLE OF PROPERTIES FOR PRESTRESSED CONCRETE PILING

PILE TYPE	HOLE SIZE	AREA OF PILE SECTION	WIDTH	PRESTRESSING	
				INITIAL FORCE (KIP)	FINAL FORCE (KIP)
16"	NONE	256	10"	5481	267
			10"	249	823

- PRESTRESSED PILE GENERAL NOTES**
1. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED. MINIMUM 20' MAXIMUM 24' COMPRESSIVE STRENGTH (FC) AND 4000 PSI TENSILE STRENGTH (FT) SHALL BE USED.
 2. ALL DIMENSIONS RELATING TO PRESTRESSING STEEL ARE TO CENTER OF BARS AND STRANDS.
 3. SIZE, NUMBER, AND LENGTH OF PILING SHALL BE AS SHOWN ON LAYOUT SHEETS.
 4. SPIRAL HOOPING SHALL HAVE A MINIMUM DIAMETER OF .200".
 5. PRESTRESSING STRANDS SHALL BE 1/2" 270 KSI LOW RELAXATION STRANDS TENSIONED TO 70% OF FINAL FORCE.
 6. STRAND LOCATION SHALL BE SYMMETRICAL ABOUT THE AXIS OF THE PILE WITH NO MORE THAN ONE STRAND DIFFERENCE BETWEEN ANY TWO ADJACENT SIDES.

NO.	DATE	ISSUED	APP.
G & H TOWING COMPANY BAYPORT TURNING BARGE			
TUGBOAT HOODING FACILITY			

**BEAM SECTIONS,
PRESTRESSED PILES,
AND PRESTRESSED NOTES**

STANLEY SKIDING & HANDELSON, INC.
Consulting Engineering Services
10000 100th Street, Suite 100
Houston, Texas 77036-2400
Phone: 281-291-1111
Fax: 281-291-1111
E-Mail: info@stanley-skidding.com

SCALE: AS SHOWN
DATE: 08/11/10
DRAWN BY: J.P.
CHECKED BY: J.P.
DATE: 08/11/10
DRAWN NO.:
CHECKED NO.:

SHEET NO. **S7**
OF 7

EXHIBIT D

TEMPORARY ENTRY ACCESS

0.2066 ACRE
 9,000 SQUARE FEET
 WILLIAM P. HARRIS LEAGUE
 ABSTRACT NO. 30
 HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.2066 acre (9,000 square foot) tract of land located in the William P. Harris League, Abstract Number 30, Harris County, Texas and said 0.2066 acre tract of land being out of and a part of the called 720.361 acre tract described in the deed to Harris County Houston Ship Channel Navigation District, recorded under Volume (Vol.) 5770, Page (Pg.) 341, Harris County Deed Records (H.C.D.R.), said 0.2066 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983)

COMMENCING at a point in the west Right-of-Way (R.O.W.) line of Old Highway 146 (based on a width of 120 feet) recorded under Vol. 995, Pg. 427 H.C.D.R. being the northeast corner of Drill Site No. 1, a called 2.511 acre tract described in the deed to Humble Oil and Refining Co. recorded under Harris County Clerk's File Number (H.C.C.F. No.) D732486 and the southeast corner of Reserve "A", Shoreacres, a subdivision recorded under Vol. 7, Pg. 10 of the Harris County Map Records (H.C.M.R.);

THENCE, South 02 degrees 56 minutes 48 seconds East, along the west R.O.W. line of said Old Highway 146, a distance of 528.46 feet, to the POINT OF BEGINNING in the east line of aforesaid called 720.361 acre tract also being the east line of Easement 1, Parcel 2, a 150 foot wide pipe line easement recorded under H.C.C.F. No. D732486 and the northeast corner of the herein described tract;

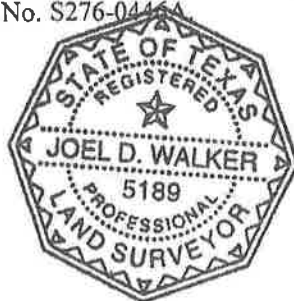
THENCE, South 02 degrees 56 minutes 48 seconds East, continuing along the west R.O.W. line of said Old Highway 146 and east line of said easement 1, parcel 2, a distance of 60.00 feet, to the southeast corner of the herein described tract;

THENCE, South 86 degrees 37 minutes 12 seconds West, departing the west R.O.W. line of said Old Highway 146 and over and across said called 720.361 acre tract and said Easement 1, Parcel 2, a distance of 150.00 feet, to the west line of said Easement 1, Parcel 2 common with the east line of a called 13.060 acre tract as described in the deed to San Jacinto Community College District recorded under H.C.C.F. No. 20120068054 and the east line of Restricted Reserve "A", San Jacinto College Maritime Campus Bayport, a plat recorded under Film Code Number (F.C. No.) 662057 H.C.M.R. and the southwest corner of the herein described tract;

THENCE, North 02 degrees 56 minutes 48 seconds West, along the said common line, and over and across the said called 720.361 acre tract, a distance of 60.00 feet, to the northwest corner of the herein described tract;

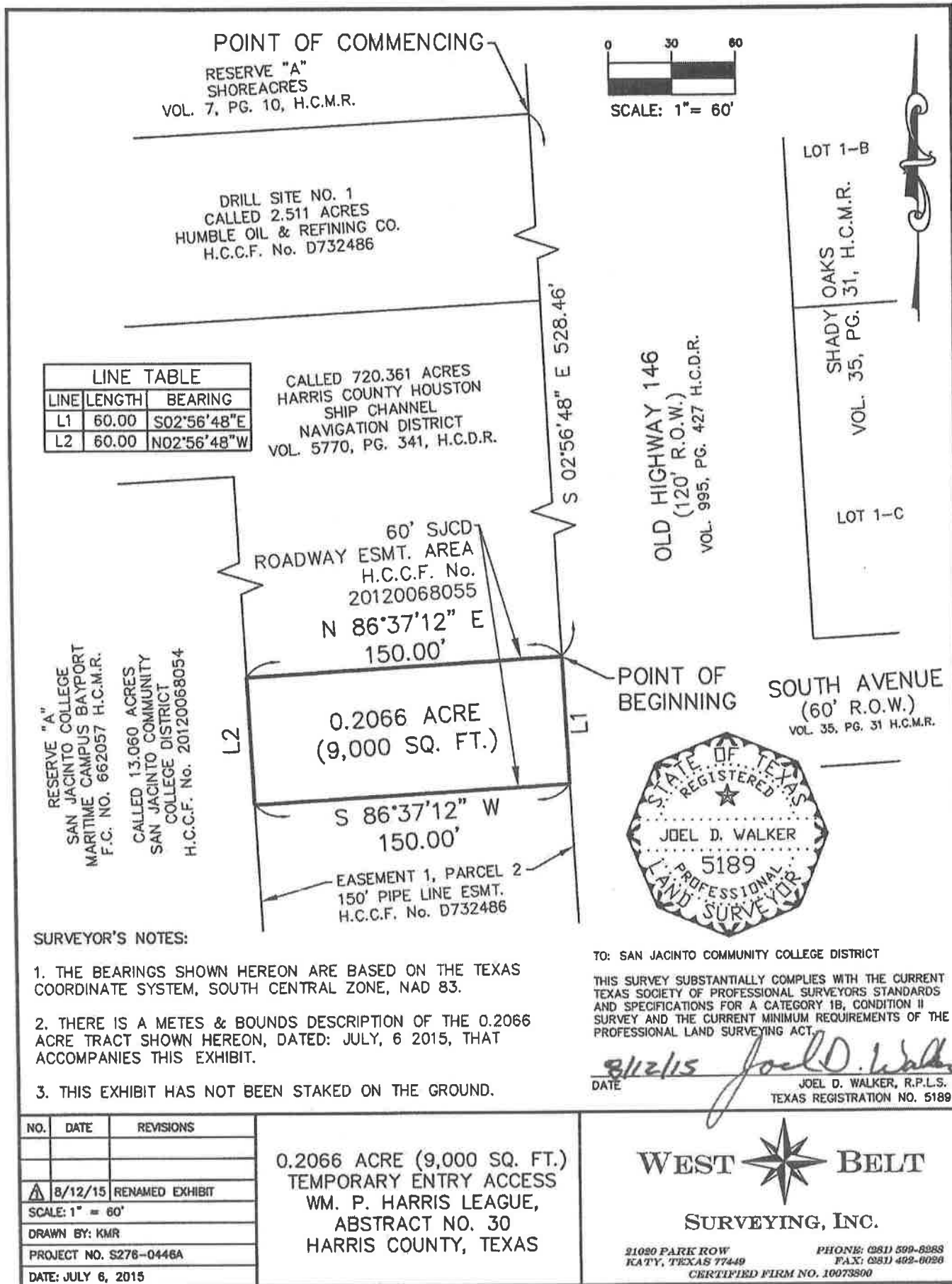
THENCE, North 86 degrees 37 minutes 12 seconds East, departing the said common line and continuing over and across aforesaid called 720.361 acre tract, a distance of 150.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.2066 acre (9,000 square feet) of land as depicted on the Exhibit dated: July 6, 2015, prepared by West Belt Surveying, Inc., Project No. S276-0445A

West Belt Surveying, Inc.
 Certified Firm No. 10073800
 21020 Park Row
 Katy, Texas 77449
 (281) 599-8288



Joel D. Walker
 Joel D. Walker Date: 8/12/15
 Texas Registration No. 5189
 *Revised 8/12/15 – Renamed description

EXHIBIT D-1



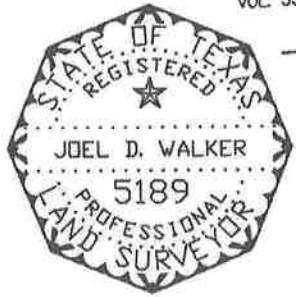
SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 0.2066 ACRE TRACT SHOWN HEREON, DATED: JULY, 6 2015, THAT ACCOMPANIES THIS EXHIBIT.
3. THIS EXHIBIT HAS NOT BEEN STAKED ON THE GROUND.

TO: SAN JACINTO COMMUNITY COLLEGE DISTRICT

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

DATE: 8/12/15
 JOEL D. WALKER, R.P.L.S.
 TEXAS REGISTRATION NO. 5189



NO.	DATE	REVISIONS
A	8/12/15	RENAMED EXHIBIT
SCALE: 1" = 60'		
DRAWN BY: KMR		
PROJECT NO. S276-0446A		
DATE: JULY 6, 2015		

0.2066 ACRE (9,000 SQ. FT.)
 TEMPORARY ENTRY ACCESS
 WM. P. HARRIS LEAGUE,
 ABSTRACT NO. 30
 HARRIS COUNTY, TEXAS

WEST BELT

SURVEYING, INC.

21080 PARK ROW KATY, TEXAS 77449
 PHONE: (281) 599-8988 FAX: (281) 492-0026
 CERTIFIED FIRM NO. 10073800

EXHIBIT E

TEMPORARY DRIVEWAY ACCESS

0.0838 ACRE
3,650 SQUARE FEET
WILLIAM P. HARRIS LEAGUE
ABSTRACT NO. 30
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.0838 acre (3,650 square foot) tract of land located in the William P. Harris League, Abstract Number 30, Harris County, Texas and said 0.0838 acre tract of land being out of and a part of the called 13.060 acre tract described in the deed to San Jacinto Community College District, recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20120068054 and out of and a part of Reserve "A", San Jacinto College Maritime Campus Bayport, a plat recorded under Film Code Number (F.C. No.) 662057 of the Harris County Map Records (H.C.M.R.), said 0.0838 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983)

COMMENCING at a 5/8-inch iron rod found marking the northeast corner of the said called 13.060 acre tract and said Reserve "A", and an interior corner of the remainder of a called 720.361 acre tract as described in the deed to Harris County Houston Ship Channel Navigation District recorded under Volume (Vol.) 5770, Page (Pg.) 341 of the Harris County Deed Records (H.C.D.R.);

THENCE, South 02 degrees 56 minutes 48 seconds East, along the easterly line of the said called 13.060 acre tract and said Reserve "A" common with the westerly line of the said remainder of the called 720.361 acre tract, a distance of 193.52 feet, to the POINT OF BEGINNING and the northeast corner of the herein described tract;

THENCE, South 02 degrees 56 minutes 48 seconds East, continuing along the said common line, at a distance of 45.30 feet, to the southeast corner of the herein described tract;

THENCE, South 86 degrees 37 minutes 12 seconds West, departing the said common line over and across the said called 13.060 acre tract and said Reserve "A", a distance of 80.27 feet, to the southwest corner of the herein described tract;

THENCE, North 03 degrees 14 minutes 30 seconds West, continuing over and across the said called 13.060 acre tract and said Reserve "A", a distance of 45.51 feet, to the northwest corner of the herein described tract;

THENCE, North 86 degrees 46 minutes 08 seconds East, continuing over and across the said called 13.060 acre tract and said Reserve "A", a distance of 80.50 feet, to the POINT OF BEGINNING and containing a computed area of 0.0838 acre (3,650 square feet) of land as depicted on the Exhibit dated: July 6, 2015, prepared by West Belt Surveying, Inc., Project No. S276-0446A.

West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288



Joel D. Walker
Joel D. Walker Date: 8/12/15
Texas Registration No. 5189
*Revised 8/12/15 – renamed description

EXHIBIT E-1

LINE	LENGTH	BEARING
L1	193.52	S02°56'48"E
L2	45.30	S02°56'48"E
L3	80.27	S86°37'12"W
L4	45.51	N03°14'30"W
L5	80.50	N86°46'08"E

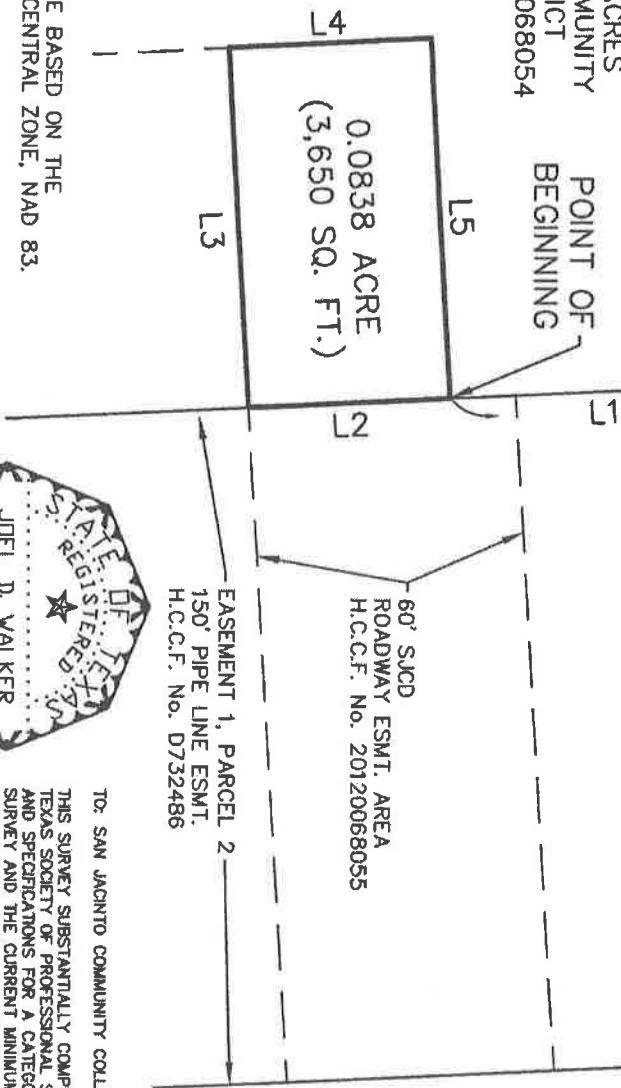
CALLED 13.060 ACRES
 SAN JACINTO COMMUNITY
 COLLEGE DISTRICT
 H.C.C.F. No. 20120068054

CALLED 720.361 ACRES
 HARRIS COUNTY HOUSTON SHIP
 CHANNEL NAVIGATION DISTRICT
 VOL. 5770, PG. 341, H.C.D.R.

POINT OF COMMENCING
 5/8" I.R. FND.

RESERVE "A"
 SAN JACINTO COLLEGE
 MARITIME CAMPUS BAYPORT
 F.C. NO. 662057 H.C.M.R.

0.0838 ACRE
 (3,650 SQ. FT.)



TO: SAN JACINTO COMMUNITY COLLEGE DISTRICT

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

DATE: *8/12/15*
 JOEL D. WALKER, R.P.L.S.
 TEXAS REGISTRATION NO. 5189

- SURVEYOR'S NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
 2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 0.0838 ACRE TRACT SHOWN HEREON, DATED: JULY 6 2015, THAT ACCOMPANIES THIS EXHIBIT.
 3. THIS EXHIBIT HAS NOT BEEN STAKED ON THE GROUND.

NO.	DATE	REVISIONS
A	8/12/15	REMOVED EXHIBIT

SCALE: 1" = 40'

DRAWN BY: MMR

PROJECT NO. S276-0448A

DATE: JULY 6, 2015

0.0838 ACRE (3,650 SQ. FT.)
 TEMPORARY DRIVEWAY ACCESS
 WM. P. HARRIS LEAGUE
 ABSTRACT NO. 30
 HARRIS COUNTY, TEXAS



5100 PAIRIE ROY
 KATY, TEXAS 77448
 CHRISTI WIED FIRM NO. 10078900

PHONE: (981) 506-9989
 FAX: (832) 492-0086

EXHIBIT F

This Exhibit F ("Exhibit") is attached to the Construction and License Agreement ("Agreement") between **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public junior college established pursuant to Chapter 130 of the Texas Education Code, institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas, with offices in Pasadena, Texas ("SJCCD" or "College") and **G & H TOWING COMPANY**, a corporation organized and existing under the laws of the State of Texas ("G & H") with an effective date of April 4, 2016 ("Effective Date"). Any capitalized terms not defined in this Exhibit shall have the meanings set forth in the Agreement.

G & H will furnish insurance that meets the requirements set forth below and maintain such insurance during the Term of the Agreement:

1. Insurance; Bonds.

1.1. G & H, at its cost and expense, shall maintain:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 aggregate limit, for bodily injury and property damage, including coverage for contractual liability, personal injury, products liability, and completed operations. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person, or

1.1.1.2. damages arising from personal or advertising injury

G & H also shall carry umbrella coverage of \$5,000,000 excess of the underlying limits of the commercial general liability insurance.

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.

1.1.3. Workers' Compensation, including employers' liability insurance for its employees, with limits not less than \$1,000,000 each accident, occurrence or disease. G & H shall comply with all applicable requirements of Texas Labor Code Title 5.

1.2. General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made

or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Waiver of Subrogation. G & H shall include in its general liability policy, automobile insurance policy, and worker's compensation policies a waiver of subrogation in favor of the College.
- 1.4. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the Parties.
- 1.5. Certificates of insurance and endorsements shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation notices. Each policy except Worker's compensation and professional liability shall add the College as additional insured, but only to the extent of liabilities as imposed on G&H by Section 5.3 and 9.1 of this Agreement.
- 1.6. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the project(with the insurer's endorsement provided to the College) or shall be two times the occurrence limits or \$12,000,00.00 limit.

789121

EXHIBIT G

This Exhibit G (“Exhibit”) is attached to the Construction and License Agreement (“Agreement”) between **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public junior college established pursuant to Chapter 130 of the Texas Education Code, institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas, with offices in Pasadena, Texas (“SJCCD” or “College”) and **G & H TOWING COMPANY**, a corporation organized and existing under the laws of the State of Texas (“G & H”) with an effective date of April 4, 2016 (“Effective Date”). Any capitalized terms not defined in this Exhibit shall have the meanings set forth in the Agreement.

The terms of this Exhibit shall become a part of construction contract between G & H and any contractor (“Contractor”) who performs work on the College Property pursuant to G & H’s obligations under the Agreement. The Contractor will furnish insurance that meets the requirements set forth below:

1. Insurance; Bonds.

1.1. Contractor shall maintain, at Contractor’s expense, for the full term of the construction work to be performed Agreement:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 aggregate limit, for bodily injury and property damage, including coverage for contractual liability, personal injury, independent contractors, explosion, collapse and underground, broad form property damage, products liability, and completed operations. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Contractor's employers, or

1.1.1.2. damages arising from personal or advertising injury

applicable to the Contractor's obligations under the construction contract documents, including liability assumed by and the indemnity and defense obligations of the Contractor and subcontractors. Contractor shall also carry umbrella coverage of \$5,000,000 excess of the underlying limits of the commercial general liability insurance.

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.

- 1.1.3. Workers' Compensation, including employers' liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Contractor shall require subcontractors to provide Workers' compensation insurance for all subcontractors' employees engaged in Work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. Contractor shall comply with all applicable requirements of Texas Labor Code Title 5.
- 1.1.4. Builder's Risk/All Risk, "all-risk" or equivalent insurance policy in the amount of the contract sum, plus value of subsequent construction contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Coverage shall remain in place until a certificate of occupancy is issued. Coverage shall insure against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, sprinkler leakage, civil authority, sonic boom, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. The College, as the owner of the College Property on which the construction work will be performed, shall be a named insured under the policy. If this policy excludes employee theft or dishonesty coverage, including third parties, Contractor shall obtain separate coverage sufficient to protect the College's interest and in an amount agreeable to the college. For any claim made against the builder's risk insurance, the deductible shall not exceed \$5,000.
- 1.1.5. Fire insurance on all construction work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the project and all appurtenant structures against loss of damage in full until final completion.
- 1.1.6. Coverage for debris removal, with limits not less than \$500,000.
- 1.1.7. Payment and Performance Bonds, each bond to be in a total amount equal to 100% of the contract sum shall fully comply with Texas Insurance Code Section 3503.001 *et seq.*, Texas Property Code Chapter 53, and Texas Government Code Chapter 2253.
- 1.2. General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made

or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Waiver of Subrogation. The Contractor shall include in its general liability policy, automobile insurance policy, and worker's compensation policies a waiver of subrogation in favor of the College.
- 1.4. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the Parties.
- 1.5. Before commencement of the work under the construction contract, certificates of insurance and copies of endorsements and the originals of the payment and performance bonds shall be furnished to G & H with a copy to the College.
- 1.6. Certificates of insurance and endorsements shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation notices. Each policy except Worker's compensation and professional liability shall add the College Parties as additional insureds, but only to the extent of liabilities as imposed upon Contractor by virtue of any Construction Agreement with G&H or as may be required by Section 5.3 and 9.1 of the Agreement..
- 1.7. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the project (with the insurer's endorsement provided to the College) or shall be two times the occurrence limits stipulated or \$12,000,000.00 limit.

789125

AMENDMENT
TO
DECLARATION OF USE RESTRICTION
REGARDING BAYPORT TURNING BASIN PROPERTY

This Amendment to Declaration of Use Restriction Regarding Bayport Turning Basin Property (the “Amendment”) is made this April 29, 2016 the Port of Houston Authority of Harris County, Texas, a political subdivision of the State of Texas (“PHA”) and the San Jacinto Community College District, a political subdivision of the State of Texas (“SJCD”) with reference to the following.

A. In 2012, SJCD purchased, for public purposes related to higher education, and PHA sold, pursuant to Texas Local Government Code Sec. 272.001(j), that certain real property located in the W.P. Harris League, Abstract Number 30, Harris County, Texas, totaling approximately 13.060 acres (the “Property”).

B. Pursuant to the agreement of SJCD and PHA, PHA conveyed the Property to SJCD subject to the terms of PHA’s Declaration of Use Restriction Regarding Bayport Turning Basin Property dated February 13, 2012, and recorded February 16, 2012 in the records of Harris County under File No. 20120067322 (the “Declaration”). Exhibit “A” attached to the Declaration and incorporated herein by reference more particularly describes the Property.

C. The Declaration establishes certain restrictions, covenants, and conditions upon and against such Property in order, among other things, to provide for its use.

D. SJCD and G & H Towing Company, a Texas corporation (“G & H”) have entered into that certain Construction and License Agreement with an effective date of April 4, 2016 (the “Agreement”), whereby G & H (i) will construct and donate to SJCD a pier, a vessel mooring facility, a storage unit, sidewalk, a concrete parking area, gate or gates, security fencing, and an enclosed or fenced trash dumpster site, and related improvements (“Improvements”) over a portion of the Property, and (ii) has certain rights during its term to use certain of the Improvements and be permitted rights of ingress and egress over and across the Property in connection therewith (collectively, the “License Rights”).

E. SJCD has now requested that PHA amend the Declaration to permit G & H to exercise the License Rights, and PHA has agreed to do so, on the terms set forth below.

1. SJCD’s Representations and Agreements. SJCD hereby represents and warrants to PHA and agrees as follows:

a. SJCD has no knowledge of the occurrence of any default or circumstances giving rise to a default under the Declaration;

b. The exercise by G & H of the License Rights is consistent with and in support of SJCD's use of the Property as an institution of higher education, as that term is defined by Section 61.003, Texas Education Code, to promote a public purpose related to higher education;

c. The Agreement is in full force and effect in the form previously provided to PHA, and has not been subsequently amended;

d. SJCD shall immediately notify PHA in the event of any amendment of the Agreement or its termination;

e. SJCD has no knowledge of the occurrence of any default or circumstances giving rise to a default by G & H under the Agreement, and no notice of default has been given by SJCD to G & H under or in connection with the Agreement;

f. SJCD shall immediately (i) notify PHA in the event of any circumstances giving rise to a default by G & H under the Agreement, and (ii) provide PHA a copy of any notice of default delivered to G & H under the Agreement;

g. SJCD shall cause G & H to exercise the License Rights subject to and in compliance with the use restriction provided in paragraph 1 of the Declaration, as amended under Section 2 of this Amendment (the "Use Restriction"); and

h. SJCD shall immediately notify PHA in the event of any violation of the Use Restriction.

2. Amendment. PHA hereby amends the Declaration to provide that SJCD's use of the Property as an institution of higher education, as that term is defined by Section 61.003, Texas Education Code, to promote a public purpose related to higher education may include the exercise by G & H of the License Rights as provided by the Agreement.

3. Term of Amendment. The provisions of this Amendment shall continue in effect until the earlier of (i) the expiration or termination of the Agreement, or (ii) the Use Restriction is violated by SJCD or G & H, and such violation remains uncured 60 days after notice by PHA to SJCD.

4. Declaration Otherwise Unchanged. All other provisions of the Declaration not specifically amended by the terms of this Amendment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, PHA and SJCD have executed this Amendment as of the date first above written.

SJCD:

San Jacinto Community College District

By: _____

Name: Brenda Hellyer, Ed.D.

Title: Chancellor

PHA:

Port of Houston Authority of Harris County, Texas

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Erik Eriksson
Chief Legal Officer

REVIEWED:

Curtis Duncan
Controller

After Recording, Return To:
Port of Houston Authority
111 East Loop North
Houston, Texas 77029
Attn: Chief Legal Officer

STATE OF TEXAS '
 '
COUNTY OF HARRIS '

The foregoing instrument was acknowledged before me this _____, 2016,
by _____, as _____ of the San
Jacinto Community College District, on behalf of the San Jacinto Community College
District.

Notary Public in and for the
State of Texas

STATE OF TEXAS '
 '
COUNTY OF HARRIS '

The foregoing instrument was acknowledged before me this _____, 2016,
by _____, as _____ of the Port of
Houston Authority of Harris County, Texas, on behalf of the Port of Houston Authority
of Harris County, Texas.

Notary Public in and for the
State of Texas

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the articulation agreement with University of St. Thomas, Houston, Texas.

BACKGROUND

University of St. Thomas (UST) is a private, liberal arts university located in Houston, Texas. UST serves a mission of educating leaders of faith and character. As a comprehensive university grounded in the liberal arts, UST educates students to think critically, communicate effectively, succeed professionally, and lead ethically.

IMPACT OF THIS ACTION

This agreement provides for the seamless transfer of credit from San Jacinto College to UST (articulation) and from UST back to San Jacinto College (reverse articulation). The agreement also defines parameters by which the two institutions may mutually consent to program or degree specific articulation plans.

Students must meet all UST requirements pertaining to the application process. Students with a grade point average of 2.5 or greater will be guaranteed admission. Students earning an Associate of Arts, an Associate of Science, or an Associate of Arts in Teaching can transfer a maximum of 66 semester credit hours. Students earning an Associate of Applied Science degree may transfer a maximum of 72 semester credit hours. All semester credit hours earned at San Jacinto College must have a grade of C or better towards a designated/appropriated degree.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

N/A

MONITORING AND REPORTING TIMELINE

This agreement shall have a term of five (5) years from the date that it is signed. Either party may terminate this agreement upon six month advanced notice, in writing, to the other party.

ATTACHMENTS

Attachment 1—Articulation Agreement

RESOURCE PERSONNEL

Laurel V. Williamson	281-998-6182	laurel.williamson@sjcd.edu
Catherine O’Brien	281-998-6318	catherine.obrien@sjcd.edu
Chris Duke	281-998-6128	chris.duke@sjcd.edu

Articulation Agreement between San Jacinto Community College District and The University of St. Thomas

The San Jacinto Community College District (SJCD) and The University of St. Thomas (UST), have developed this agreement to support student achievement of educational and career goals. The agreement represents an active educational partnership committed to student success and degree completion.

This agreement provides for the seamless transfer of credit from SJCD to UST (articulation) and from UST to SJCD (reverse articulation). This agreement also defines parameters by which SJCD and UST may mutually consent to program or degree specific articulation plans to be covered and enforced by the scope of this agreement.

SJCD is authorized to offer instructional programs leading to various associate degrees and to confer the appropriate associate degree on students successfully completing such programs. All such programs are registered with the Texas Higher Education Coordinating Board. SJCD is regionally accredited by and is a member of the Southern Association of Colleges and Schools (SACS). The SJCD has its principle place of business at 4624 Fairmont Parkway, Pasadena, Texas 77504.

UST is authorized to offer instructional programs leading to various baccalaureate degrees and to confer the appropriate baccalaureate degree on students successfully completing such programs. UST is regionally accredited by and is a member of the Southern Association of Colleges and Schools (SACS). The UST has its principle place of business at 3800 Montrose Boulevard, Houston, Texas 77006.

Articulation of Credit

Students may apply for admission to UST at any time during their enrollment at SJCD; the UST application and admission fee will be waived for students transferring under this agreement.

SJCD students must meet all UST requirements and deadlines pertaining to application for admission, orientation and registration, and payments of tuition and fees, other than application and admission fees. SJCD students seeking transfer to UST shall abide by the policies and procedures in effect at the time of their application to UST, that apply to all students of and/or applicants to UST.

SJCD students earning an Associate of Arts, an Associate of Science, or an Associate of Arts in Teaching with a cumulative GPA of 2.5 or greater and transferring under this agreement will be guaranteed admission to UST under this agreement. A maximum of 66 semester credit hours earned at SJCD with a grade of C or better will be accepted and applied to a designated/appropriate UST degree plan.

SJCD students earning an Associate of Applied Science degree and who have completed all requirements of the SJCD core curriculum with a cumulative GPA of 2.5 or greater will

be guaranteed admission to UST under this agreement. A maximum of 72 semester credit hours earned at SJCD with a grade of C or better will be accepted and credited toward a designated/appropriate applied bachelor's degree plan at UST. Of the maximum 72 semester credit hours to be accepted by UST, 42 semester credit hours must satisfy SJCD core curriculum requirements; the remaining 30 semester credit hours may include courses identified by the Texas Higher Education Coordinating Board's Lower Division Academic Course Guide Manual (ACGM) and/or Workforce Education Course Manual (WECM).

All successfully completed, with a grade of C or better, lower-division academic courses offered by SJCD, identified by the Texas Common Course Numbering System (TCCNS), and published in the Lower Division Academic Course Guide Manual (ACGM) shall be fully transferable to UST and be substituted for the equivalent course at UST.

Unless otherwise specified by an articulation plan approved under this agreement, SJCD students may be required to apply and be admitted separately to specific colleges or programs within UST and be subject to all requirements and limitations of admission procedures to said programs including higher GPA requirement and/or additional specific courses as stated in the course catalog in effect at the time of enrollment at UST. UST shall not place requirements on SJCD students transferring under this agreement that are not required of its native students.

SJCD and UST will work together to provide students with accurate and timely transfer information and academic advising relative to a designated/appropriate UST degree program. UST will provide appropriate brochures and informational material to SJCD and its students. UST shall provide support services appropriate to meet the needs of SJCD transfer students, including an orientation program similar to that which is provided to UST native students and shall finalize an approved degree plan prior to completion of the SJCD student's second semester of study at UST.

Reverse Articulation of Credit

The purpose of Reverse Articulation of Credit is to serve SJCD students who transfer to The University of St. Thomas prior to earning an associate's degree from SJCD. Reverse articulation of credit permits eligible and interested students to transfer certain course work from UST to SJCD to complete requirements for an associate's degree.

For students who transfer from SJCD to UST prior to earning an associate's degree, all successfully completed lower-division academic courses offered by SJCD, identified by the Texas Common Course Numbering System (TCCNS), and published in the Lower Division Academic Course Guide Manual (ACGM) shall be fully transferable to UST and be substituted for an equivalent course.

At the time of student application to UST, UST will notify students of the purpose of this agreement and the reverse articulation of credit, will ask students to indicate their interest in the reverse articulation of credit to SJCD, and will notify students of the likelihood that UST will share transcript information with SJCD.

Each September or at other appropriate intervals agreed upon by the parties, UST will review its student records and determine which students are eligible for the reverse articulation of credit by applying the following criteria: (i) the UST student previously transferred coursework from SJCD, (ii) the student has indicated an interest in reverse

articulation of credit and (iii) the student completed at least 24 semester credit hours at SJCD. UST will securely transmit official paper or electronic copies of these students' transcripts to SJCD.

Upon receipt of UST transcript information, SJCD will conduct a degree audit of each eligible student and evaluate all coursework that may apply to the completion of the student's associate degree at SJCD. Students who meet all SJCD degree requirements are eligible to receive an SJCD degree at no additional cost to the student. SJCD will notify each student that he or she is eligible to receive an associate's degree and eligible to participate in SJCD's graduation ceremony.

Separate academic records for students will be maintained at each institution. Authorized employees of SJCD and UST will have access to personally identifiable information about the students who receive or who are eligible for reverse articulation of credit. SJCD and UST will ensure their institutional compliance with FERPA regulations.

Articulation Plans

This agreement establishes general articulation and reverse articulation of credit. Successful transfer and degree completion requires the mapping of credits from specific SJCD associate's degree programs to specific UST bachelor's degree programs. Educational planners and advisers at SJCD and The University of St. Thomas rely on two types of documents to facilitate and support transfer and articulation of credit from SJCD to UST: transfer plans and articulation plans

Transfer plans are documents that describe the articulation of credit granted to any student from any institution when transferring to The University of St. Thomas. The transfer plans between SJCD and The University of St. Thomas clarify how SJCD credits transfer to The University of St. Thomas based on existing program and degree requirements and state regulations. Transfer plans are developed as a matter of supporting student advising; they do not require formal recognition under this agreement.

Articulation plans are also transfer plans, but they are more formal and may identify specific admission conditions to be accepted into a program or degree plan at The University of St. Thomas and may describe articulation of credit not guaranteed by transfer plans or state regulations. Articulation plans are developed specifically and uniquely to articulate credit from SJCD to The University of St. Thomas; articulation plans developed in accordance with this agreement are guaranteed by this mutual agreement between the two institutions.

Pursuant to and in support of this agreement, individual articulation plans may be established that specify which requirements of specific UST degree plans are satisfied by specific SJCD courses and credits.

To establish an articulation plan under the legal scope of this agreement, SJCD and UST shall:

- Describe, where appropriate, any application and admission requirements specific to the UST degree plan to which the SJCD student plans to transfer.
- Indicate an effective start date and end date for the articulation plan.
- List all course requirements for the UST degree plan and indicate which SJCD courses shall satisfy each requirement. Individual courses required as part of the UST and SJCD core curriculum shall not be listed; that group of courses shall be

noted by a single heading of Core Curriculum. It is understood by both parties to this agreement that those institutions of higher education, as defined by Section 61.003 of the Texas Education Code, which are subject to the jurisdiction of the Texas Higher Education Coordinating Board are required to accept for transfer all courses within the approved core curriculum of any fellow institution of higher education. Pursuant to the terms of this agreement, SJCD and UST further agree that, in the event that UST is not an institution of higher education subject to the jurisdiction of the Texas Higher Education Coordinating Board, SJCD and UST shall also accept for transfer the core curriculum adopted by the parties to this agreement.

- Conduct a review of all aforementioned details. Reviewers shall include: an instructional administrator with responsibility for the relevant degree program; an educational planner or advisor or enrollment management administrator; and an administrator responsible for managing this articulation agreement.
- Reviewers shall indicate by paper or electronic signature their approval of the articulation plan.

Individual articulation plans may be independently terminated according to the terms of this agreement. Termination of individual articulation plans does not affect the status of the agreement or other individual articulation plans established under this agreement.

If an articulation plan expires or is terminated for any reason while SJCD students are enrolled at UST and pursuing a degree under that articulation plan, UST must allow students to pursue the degree under the agreed upon articulation plan as long as the student is enrolled continuously at least part-time through Fall and Spring semesters.

General

Term. This agreement is for a period of five (5) years from the date that it is signed by the authorized representatives of both institutions. This agreement shall automatically renew for one (1) year terms unless terminated pursuant to the provisions set forth herein.

Voluntary Termination. This agreement may be terminated by either party by giving written notice of said party's intentions to the SJCD Office of the Vice Chancellor for Learning and/or to the UST Office of Academic Affairs at least six (6) months prior to the date on which action would be taken. Such a notice will specify the nature of the action contemplated and the rationale for such action.

Accreditation. This agreement is effective only as long as both SJCD and UST maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. In the event that either party loses accreditation, this agreement shall terminate immediately.

Phase-Out. In the event this agreement is terminated, SJCD and UST will continue to provide support and services to students transferring under this agreement as long as students are enrolled continuously at least part-time through Fall and Spring Semesters.

Agreement Status & Review. The respective designees at both SJCD and UST will monitor and report on the status and impact of this agreement. As long as this agreement is in effect, the agreement and any subsequent articulation plans should be reviewed annually or bi-annually and revised or amended as necessary.

FERPA Regulations. SJCD and UST agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C §1232g; 34 CFR Part 99) and its associated regulations, taking steps to ensure that confidential information is not disclosed or distributed in a manner inconsistent therewith. This provision shall survive termination or expiration of this Agreement.

Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.

Modifications or Amendments. This Agreement may not be amended or modified except by a written instrument executed by both parties. SJCD and UST agree to mutual notification of changes and additions to the curriculum and curriculum standards, so that articulation plans may be revised as necessary. Proposed changes in policies or curriculum by either party must be communicated in writing to the other party and agreed upon in consultation with officials of each institution. Any changes agreed upon must be signed by both parties, dated, and attached to this agreement.

Notices and Requests. All notices given pursuant to this Agreement shall be in writing and shall be validly given on (1) the date of delivery if delivered by email, facsimile transmission, registered or certified mail, or hand delivered, or (2) three (3) business days after being mailed via United States Postal Service addressed as follows:

San Jacinto Community College District
Dr. Brenda Hellyer
4624 Fairmont Parkway
Pasadena, Texas 77504
281-998-6100

University of St. Thomas
Dr. Ravi Srinivas
3800 Montrose Boulevard
Houston, Texas 77006
713-525-3804

Force Majeure. Neither party shall be liable for any delays resulting from acts of nature, strikes, and riots, acts of war, epidemics, or governmental regulations.

Publicity. Neither party hereto shall, without securing written or electronic consent of the other party, publicly announce the existence of this Agreement or advertise or release any publicity in regard thereto, except that SJCD and UST may disclose the terms of this Agreement to the extent required by law or regulation.

Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of UST and shall be binding upon and inure to the benefit of San Jacinto Community College District's legal representatives, successors, and assigns.

Governing Law. Harris County, Texas shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Severability. If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

Assignment. Except as otherwise provided in this Agreement, neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, which assignment shall not be unreasonably withheld, and any such attempted assignment without such consent shall be void.

No Financial Implication. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this agreement. SJCD and UST are separate and independent institutions of higher education and intend to remain so. The administrators of UST and SJCD are authorized to prepare and implement plans of action and procedures necessary to effect this agreement.

Independent Contractor. Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

San Jacinto Community College District
4624 Fairmont Parkway
Pasadena, TX 77504

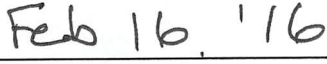
Brenda Hellyer, Chancellor

Date

University of St. Thomas
3800 Montrose Boulevard
Houston, Texas 77006



Robert Ivany, President



Date

SAN JACINTO COLLEGE (SJC) ASSOCIATE OF ARTS: FIELD OF STUDY IN BUSINESS COURSES TRANSFERABLE TO UNIVERSITY OF ST. THOMAS (UST) TOWARDS BACHELOR OF BUSINESS ADMINISTRATION IN GENERAL BUSINESS			
SJC COURSE	CREDITS	UST EQUIVALENT	UST NOTES
Communication: ENGL 1301 Composition I ENGL 1302 Composition II	6	LD English Core	Core Curriculum
Mathematics: MATH 1325 Calculus with Applications	3	MATH 1353	Core Curriculum
Life and Physical Sciences: <i>(A 2000-level English literature course will fulfill the UST English core requirement.)</i> BIOL 1306, 1307, 1308, 1309, 1311, 1313, 2301, 2302; CHEM 1305, 1307, 1311, 1312; GEOL 1301, 1303, 1304, 1305, 1347; PHYS 1301, 1302, 1303, 1304, 2325, 2326	6	LD Natural Science Core	Core Curriculum
Language, Philosophy, and Culture: <i>(A 2000-level English literature course will fulfill the UST English core requirement.)</i> ENGL 2322, 2323, 2327, 2328, 2332, 2333, 2341, 2351	3	LD English Core	Core Curriculum
Creative Arts: ARTS 1301, 1303, 1304; DANC 2303; DRAM 1310; MUSI 1306, 1307, 1310	3	LD Fine Arts Core	Core Curriculum
American History: HIST 1301 United States History I HIST 1302 United States History II	6	HIST 2333 HIST 2334	Core Curriculum
Government/Political Science: GOVT 2305 Federal Government GOVT 2306 Texas Government	6	POSC 2331 POSC 2332	Core Curriculum
Social and Behavioral Sciences: ECON 2301 Principles of Macroeconomics	3	ECON 1331	General Business Major requirement
Component Area Option: <i>(Choose two science lab courses corresponding with Life and Physical Sciences courses.)</i> BIOL 1106, 1107, 1108, 1109, 1111, 1113, 2101, 2102; CHEM 1105, 1107, 1111, 1112; GEOL 1101, 1103, 1104, 1105, 1147; PHYS 1101, 1102, 1103, 1104, 2125, 2126 <i>(Any course in the core curriculum that has not been used to meet another core curriculum area can be used.)</i> CHIN 1411, 1412; FREN 1411, 1412; GERM 1411, 1412; SGNL 1401, 1402; SPAN 1411, 1412; SPCH 1311, 1315, 1318, 1321; PHED 1164	2 4	LD Natural Science Core LD Elective	Core Curriculum Elective towards 126 hours
Institutional Option: EDUC 1300 Learning Framework or PSYC 1300 Learning Framework or academic elective BCIS 1305 Business Computer Applications or ITSC 1309 Integrated Software Apps or academic elective	6	LD Elective DEIS 1325	Elective towards 126 hours General Business course requirement
ACCT 2301 Accounting Principles I ACCT 2302 Accounting Principles II ECON 2301 Principles of Macroeconomics ECON 2302 Principles of Microeconomics	12	ACCT 1341 ACCT 1342 ECON 1331 ECON 1332	Business Core Requirements
SPCH 1321 Professional Speech (preferred) or SPCH 1315 Public Speaking or Business	3	LD Elective or COMM 1331	Elective towards 126 hours
TOTAL CREDIT HOURS	63		

San Jacinto College (SJC) Associate ff Arts (AA) Degree, Criminal Justice Field ff Study Courses Transferable Towards the Bachelor of Arts in Criminology, Law & Society (CLS) at University of St. Thomas (UST)			
SJC COURSE	CREDITS	UST EQUIVALENT	UST NOTES
Communications: ENGL 1301 Composition I ENGL 1302 Composition II	6	LD English Core	Core Curriculum
Mathematics: MATH 1314, 1316, 1324, 1325, 1332, 2318, 2320, 2412, 2413, 2414	3	LD Math Core	Core Curriculum
Life and Physical Sciences: <i>(UST requires two science lecture and lab courses.)</i> BIOL 1306, 1307, 1308, 1309, 1311, 1313, 2301, 2302, CHEM 1305, 1307, 1311, 1312, ENVR 1301, GEOL 1301, 1303, 1304, 1305, 1347, PHYS 1301, 1302, 1303, 1304, 2325, 2326	6	LD Natural Sciences Core	Core Curriculum
Language, Philosophy, and Culture: <i>(A 2000-level English Literature course will fulfill the UST English Core requirement.)</i> ENGL 2322, 2323, 2327, 2328, 2332, 2333, 2341, 2351	3	LD English Core	Core Curriculum
Creative Arts: ARTS 1301, 1303, 1304, DANC 2303, DRAM 1310, MUSI 1306, 1307, 1310	3	LD Fine Arts Core	Core Curriculum
American History: HIST 1301 American History Before 1877 HIST 1302 American History After 1877	6	HIST 2333 HIST 2334	Core Curriculum
Government/Political Science: GOVT 2305 Federal Government GOVT 2306 Texas Government	6	POSC 2331 POSC 2332	Core Curriculum/ CLS Major Requirement
Social and Behavioral Sciences: SOC1 1301 Introduction to Sociology	3	SOCI 1331	CLS Major Requirement
Component Area Option: <i>(Choose two science lab courses corresponding with Life and Physical Sciences courses.)</i> BIOL 1106, 1107, 1111, 1113; CHEM 1111, 1112; GEOL 1103, 1104, 1105, 1147; PHYS 1101, 1102, 1103, 1104, 2125, 2126 Any course in the core curriculum that has not been used to meet another core curriculum area can be used. CHIN 1411, 1412; FREN 1411, 1412; GERM 1411, 1412; SGNL 1401, 1402; SPAN 1411, 1412; SPCH 1311, 1315, 1318, 1321; PHED 1164	2 4	LD Natural Science Core LD Electives	Core Curriculum Electives toward 126 hours
Institutional Option: EDUC 1300 Learning Framework or PSYC 1300 Learning Framework or academic elective BCIS 1305 Business Computer Applications or ITSC 1309 Integrated Software Applications or academic elective	6	LD Electives DEIS 1325	Electives toward 126 hours
CRIJ 1301 Introduction to Criminal Justice CRIJ 1306 Court Systems & Practices CRIJ 1310 Fundamentals of Criminal Law CRIJ 2313 Correctional Systems & Practices CRIJ 2328 Police Systems & Practices	15	CRIM 1301 CRIM1306 CRIM 1310 CRIM 2313 CRIM 2328	CLS Major Requirements
TOTAL CREDIT HOURS	63		

SJC ASSOCIATE OF ARTS IN TEACHING (EC-6) DEGREE COURSES TRANSFERABLE TO UST TOWARDS THE BACHELOR OF ARTS IN GENERAL STUDIES: SCHOOL OF EDUCATION (EC-6 GENERALIST)			
SJC Course	Credits	UST Equivalent	UST Notes
Communications: ENGL 1301 Composition I ENGL 1302 Composition II	6	LD English Core	Core Curriculum
Mathematics: MATH 1332 Contemporary Mathematics I	3	MATH 1351	Core Curriculum/ Education Major Requirement
Life and Physical Sciences: <i>(UST requires two Science lecture and lab courses.)</i> BIOL 1306, 1307, 1308, 1309, 1311, 1313, 2301, 2302; CHEM 1305, 1307, 1311, 1312; GEOL 1301, 1303, 1304, 1305, 1347; PHYS 1301, 1302, 1303, 1304, 2325, 2326	6	LD Natural Sciences Core	Core Curriculum
Language, Philosophy, and Culture: <i>(A 2000-level English literature course will fulfill the UST core requirement.)</i> ENGL 2322, 2323, 2327, 2328, 2332, 2333, 2341, 2351	3	LD English Core	Core Curriculum
Creative Arts: ARTS 1301, 1303, 1304; DANC 2303; DRAM 1310; MUSI 1306, 1307, 1310	3	LD Fine Arts Core	Core Curriculum
American History: HIST 1301 United States History I HIST 1302 United States History II	6	HIST 2333 HIST 2334	Core Curriculum
Government/Political Science: GOVT 2305 Federal Government GOVT 2306 Texas Government	6	POSC 2331 POSC 2332	Core Curriculum/ Education Major Requirements
Social and Behavioral Sciences: GEOG 1303 World Regional Geography	3	GEOG 2332	Education Major Requirement
Component Area option: <i>(Choose two science lab courses corresponding with Life and Physical Sciences courses.)</i> BIOL 1106, 1107, 1108, 1109, 1111, 1113, 2101, 2102; CHEM 1105, 1107, 1111, 1112; GEOL 1101, 1103, 1104, 1105, 1147; PHYS 1101, 1102, 1103, 1104, 2125, 2126	2	LD Natural Sciences Core	Core Curriculum
Any course in the core curriculum that has not been used to meet another core curriculum area can be used. CHIN 1411, 1412; FREN 1411, 1412; GERM 1411, 1412; SGNL 1401, 1402; SPAN 1411, 1412; SPCH 1311, 1315, 1318, 1321	4	LD Electives	Electives toward 126 hours
Institutional Option: EDUC 1300 Learning Framework or PSYC 1300 Learning Framework or academic elective		LD Electives	
BCIS 1305 Business Computer Applications or ITSC 1309 Integrated Software Applications or academic elective	6	DEIS 1325	Electives toward 126 hour requirement
MATH 1350 Fundamentals of Math I MATH 1351 Fundamentals of Math II	6	MATH 2437 LD Math Elective	Education Major Requirement Elective towards 126 hours
EDUC 1301 Introduction to the Teaching Profession EDUC 2301 Introduction to Special Populations	6	LD Electives	Electives toward 126 hour requirement
Additional science beyond Life and Physical Science	6	LD Elective	Elective towards 126 hour requirement
TOTAL CREDIT HOURS	66		

San Jacinto College (SJC) Associate of Arts (AA) Requirements & University of St. Thomas (UST) Equivalents			
SJC Course	Credits	UST Equivalent	UST Notes
Communications: ENGL 1301 Composition I ENGL 1302 Composition II	6	LD English Core	Core Curriculum
Mathematics: MATH 1314, 1316, 1324, 1325, 1332, 1342, 2318, 2320, 2412, 2413, OR 2414	3	LD Mathematics Core	Core Curriculum
Life and Physical Sciences: <i>(UST requires two science lecture and lab courses.)</i> BIOL 1306, 1307, 1308, 1309, 1311, 1313; CHEM 1305, 1307, 1311, 1312; GEOL 1301, 1303, 1304, 1305, 1347; PHYS 1301, 1302, 1303, 1304, 2325, 2326	6	LD Natural Sciences Core	Core Curriculum
Language, Philosophy, and Culture: <i>(A 2000-level English literature course will fulfill the UST English core requirement.)</i> ENGL 2322, 2323, 2327, 2328, 2332, 2333, 2341, 2351	3	LD English Core	Core Curriculum
Creative Arts: ARTS 1301, 1303, 1304; DANC 2303; DRAM 1310; MUSI 1306, 1307, 1310	3	LD Fine Arts Core	Core Curriculum
American History: HIST 1301 US History to 1877 HIST 1302 US History since 1877	6	HIST 2333 HIST 2334	Core Curriculum
Government/Political Science: GOVT 2305 Federal Government GOVT 2306 Texas Government	6	POSC 2331 POSC 2332	Core Curriculum
Social and Behavioral Sciences: ANTH 2302, 2346, 2351; ECON 2301, 2302; GEOG 1303; GOVT 2304; PSYC 2301; SOCI 1301, 2319	3	LD Elective ¹	Elective towards 126 hours
Component Area Option: <i>(Choose two science lab courses corresponding with Life and Physical Sciences courses.)</i> BIOL 1106, 1107, 1111, 1113; CHEM 1111, 1112; GEOL 1103, 1104, 1105, 1147; PHYS 1101, 1102, 1103, 1104, 2125, 2126	2	LD Natural Science Core	Core Curriculum
Any course in the core curriculum that has not been used to meet another core curriculum area can be used. CHIN 1411, 1412; FREN 1411, 1412; GERM 1411, 1412; SGNL 1401, 1402; SPAN 1411, 1412; SPCH 1311, 1315, 1318, 1321; PHED 1164	4	LD Elective ¹	Elective towards 126 hours
Transfer Path: Students seeking an associate of arts degree should explore the institutions to which they plan to transfer before determining which courses they should take for academic transfer.	12	LD Electives ¹	Electives toward 126 hours
Institutional Option: EDUC 1300 Learning Framework or PSYC 1300 Learning Framework or academic elective BCIS 1305 Business Computer Applications or ITSC 1309 Integrated Software Applications or academic elective	6	LD Electives ¹	Electives toward 126 hours

¹Depending on student's choice of major at the University of St. Thomas, these credits may count towards major requirements.

San Jacinto College (SJC) Associate of Arts in Teaching (EC-6) Degree Courses Transferable Towards the Bachelor Of Arts in General Studies (Education EC-6 Generalist) at University of St. Thomas (UST)			
SJC Course	Credits	UST Equivalent	UST Notes
Communications: ENGL 1301 Composition I ENGL 1302 Composition II	6	LD English Core	Core Curriculum
Mathematics: MATH 1332 Contemporary Mathematics I	3	MATH 1351	Core Curriculum/ Education Major Requirement
Life and Physical Sciences: <i>(UST requires two Science lecture and lab courses.)</i> BIOL 1306, 1307, 1308, 1309, 1311, 1313, 2301, 2302; CHEM 1305, 1307, 1311, 1312; GEOL 1301, 1303, 1304, 1305, 1347; PHYS 1301, 1302, 1303, 1304, 2325, 2326	6	LD Natural Sciences Core	Core Curriculum
Language, Philosophy, and Culture: <i>(A 2000-level English literature course will fulfill the UST core requirement.)</i> ENGL 2322, 2323, 2327, 2328, 2332, 2333, 2341, 2351,	3	LD English Core	Core Curriculum
Creative Arts: ARTS 1301, 1303, 1304; DANC 2303; DRAM 1310; MUSI 1306, 1307, 1310	3	LD Fine Arts Core	Core Curriculum
American History: HIST 1301 United States History I HIST 1302 United States History II	6	HIST 2333 HIST 2334	Core Curriculum
Government/Political Science: GOVT 2305 Federal Government GOVT 2306 Texas Government	6	POSC 2331 POSC 2332	Core Curriculum/ Education Major Requirements
Social and Behavioral Sciences: GEOG 1303 World Regional Geography	3	GEOG 2332	Education Major Requirement
Component Area option: <i>(Choose two science lab courses corresponding with Life and Physical Sciences courses.)</i> BIOL 1106, 1107, 1108, 1109, 1111, 1113, 2101, 2102; CHEM 1105, 1107, 1111, 1112; GEOL 1101, 1103, 1104, 1105, 1147; PHYS 1101, 1102, 1103, 1104, 2125, 2126	2	LD Natural Sciences Core	Core Curriculum
Any course in the core curriculum that has not been used to meet another core curriculum area can be used. CHIN 1411, 1412; FREN 1411, 1412; GERM 1411, 1412; SGNL 1401, 1402; SPAN 1411, 1412; SPCH 1311, 1315, 1318, 1321	4	LD Electives	Electives toward 126 hours

Continues on next page

Institutional Option: EDUC 1300 Learning Framework or PSYC 1300 Learning Framework or academic elective	6	LD Electives	Electives toward 126 hour requirement
BCIS 1305 Business Computer Applications or ITSC 1309 Integrated Software Applications or academic elective		DEIS 1325	
MATH 1350 Fundamentals of Math I MATH 1351 Fundamentals of Math II	6	MATH 2437 LD Math Elective	Education Major Requirement Elective towards 126 hours
EDUC 1301 Introduction to the Teaching Profession EDUC 2301 Introduction to Special Populations	6	LD Electives	Electives toward 126 hour requirement
Additional science beyond Life and Physical Science	6	LD Elective	Elective towards 126 hour requirement
TOTAL CREDIT HOURS	66		

¹Depending on student's choice of major at the University of St. Thomas, these credits may count towards major requirements.

San Jacinto College (SJC) Associate of Science (AS) Requirements & University of St. Thomas (UST) Equivalents			
SJC Course	Credits	UST Equivalent	UST Notes
Communications: ENGL 1301 Composition I ENGL 1302 Composition II	6	LD English Core	Core Curriculum
Mathematics: MATH 1314, 1316, 1342, 2318, 2320, 2412, 2413, OR 2414	3	LD Math Core	Core Curriculum
Life and Physical Sciences: <i>(UST requires two science lecture and lab courses.)</i> BIOL 1306, 1307, 1311, 1313; CHEM 1311, 1312; GEOL 1303, 1304, 1305, 1347; PHYS 1301, 1302, 1303, 1304, 2325, 2326	6	LD Natural Sciences Core	Core Curriculum
Language, Philosophy, and Culture: <i>(A 2000-level English literature course will fulfill the UST English core requirement.)</i> ENGL 2322, 2323, 2327, 2328, 2332, 2333, 2341, 2351	3	LD English Core	Core Curriculum
Creative Arts: ARTS 1301, 1303, 1304; DANC 2303; DRAM 1310; MUSI 1306, 1307, 1310	3	LD Fine Arts Core	Core Curriculum
American History: HIST 1301 US History to 1877 HIST 1302 US History since 1877	6	HIST 2333 HIST 2334	Core Curriculum
Government/Political Science: GOVT 2305 Federal Government GOVT 2306 Texas Government	6	POSC 2331 POSC 2332	Core Curriculum
Social and Behavioral Sciences: ANTH 2302, 2346, 2351; ECON 2301, 2302; GEOG 1303; GOVT 2304; PSYC 2301; SOCI 1301, 2319	3	LD Elective ¹	Elective towards 126 hours
Component Area Option: <i>(Choose two science lab courses corresponding with Life and Physical Sciences courses.)</i> BIOL 1106, 1107, 1111, 1113; CHEM 1111, 1112; GEOL 1103, 1104, 1105, 1147; PHYS 1101, 1102, 1103, 1104, 2125, 2126 Any course in the core curriculum that has not been used to meet another core curriculum area can be used in the Component Area Option. CHIN 1411, 1412; FREN 1411, 1412; GERM 1411, 1412; SGNL 1401, 1402; SPAN 1411, 1412; SPCH 1311, 1315, 1318, 1321; PHED 1164	2 4	LD Natural Sciences Core LD Elective ¹	Core Curriculum Electives towards 126 hours
Transfer Path: Students should explore the institutions to which they plan to transfer before determining which courses they should take for academic transfer.	12	LD Electives ¹	Electives towards 126 hours
Institutional Option: EDUC 1300 Learning Framework OR PSYC 1300 Learning Framework OR academic elective BCIS 1305 Business Computer Applications OR ITSC 1309 Integrated Software Applications OR academic elective	6	LD Electives ¹ DEIS 1325	Electives towards 126 hours
TOTAL CREDIT HOURS	60		

¹Depending on student's choice of major at the University of St. Thomas, these credits may count towards major requirements.

Action Item "XII"
Regular Board Meeting May 2, 2016

Consideration of Approval of Invasive Cardiovascular Technology Program

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a new Invasive Cardiovascular Technology program for the San Jacinto College Central Campus.

BACKGROUND

The Central Campus leadership proposes an Associate of Applied Science (AAS) and an Advanced Technical Certificate (ATC) in Invasive Cardiovascular Technology to provide students with the opportunity to learn how to perform diagnostic examinations and therapeutic intervention of the heart and/or blood vessels at the request or direction of a physician in invasive cardiology (e.g., cardiac catheterization). The student will be provided specific didactic, laboratory, and clinical education to perform diagnostic and therapeutic procedures. The AAS has 60 semester credit hours (SCH) and 1,952 contact hours. The ATC has 33 SCH and 1,360 contact hours beyond an AAS degree in Radiography. These two awards either provide students with straight access to an AAS degree, or provide an option for students who have an AAS and would like to advance their careers.

The College researched the current job market for the Invasive Cardiovascular Technology program and found that cardiovascular technologists, including vascular technologists, were listed in the Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook (OOH), 2016-2017 Edition*. Employment for cardiovascular technologists is projected to grow 24 percent from 2012 to 2022, which is faster than the average for all other occupations. Additionally, the OOH states that cardiovascular technologists earned a 2014 median pay for the positions at \$63,630 annually or \$25.90 per hour.

According to Standardized Occupational Components for Research and Analysis of Trends in Employment System (SOCRATES 2020), employment of cardiovascular technologists in the Gulf Coast region is projected to grow 44.3 percent from 2012-2022, earning an hourly average wage of \$25.90.

Texas Labor Market Information indicates that projected employment by 2022 will be 3,950 jobs, with a percentage growth of 44.30 percent. The average openings per year due to replacement will be 70, while the average openings per year due to growth will be 175.

Finally, the Gulf Coast Local Workforce Development Area Labor Market Information also predicts a change of 45.3 percent in the local market, with 15 openings per year due to replacement and 45 openings for growth. The hourly average wage in 2014 was \$25.84.

The job market analysis supports the need for the Invasive Cardiovascular Technology program in the Greater Houston area.

Action Item "XII"
Regular Board Meeting May 2, 2016

Consideration of Approval of Invasive Cardiovascular Technology Program

IMPACT OF THIS ACTION

Dallas County Community College-El Centro Campus enrolls students in both an AAS and an ATC in Invasive Cardiovascular Technology. Alamo College-St. Phillips Campus offers an associate's degrees in Invasive Cardiovascular Technology, and Austin Community College offers an ATC in Invasive Cardiovascular Technology.

The initial enrollment for the San Jacinto College program is expected to be a minimum of 15 students, with growth increasing as more clinical sites are secured.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Faculty: In accordance to the *Guidelines for Instructional Programs in Workforce Education* (GIPWE), one new full-time instructor/program director with a bachelor's degree and three years of full-time work experience for a 12-month contract is required. Salary will be \$74,958 initially plus a stipend. A full or part-time clinical coordinator will be needed as the program grows. Faculty costs will increase as the program grows with the addition of adjuncts.

Facilities and Equipment: The program can share laboratory equipment and program facilities, including classrooms and skills laboratories, with diagnostic medical sonography. Computer lab space will be required. Plans are being made to provide computers in an existing classroom.

New Costs: There will be some new costs associated with startup, including a \$50,000 simulator plus software and maintenance for a total of \$80,000. The program will require accreditation with an initial cost of \$1600 for review and site visit. The annual expenses for the first year of the program are estimated at approximately \$158,000 for operations and labor, and a cumulative total of \$698,000 for the first five years. Total revenue is estimated at \$63,000 in state appropriations for the first year and \$105,000 to \$109,000 for each additional year, with a five-year total projection of \$492,000, based on 15 students per year. Tuition and fees will generate approximately \$59,000 in the first year and an estimated \$406,000 in the first five years.

MONITORING AND REPORTING TIMELINE

The Texas Higher Education Coordinating Board (THECB) monitors career technical certificates and associate programs for an average of five degrees awarded per academic year, to total not fewer than twenty-five degrees awarded for any five-year period. A new degree program is exempted for the first five years of program implementation. Annual review begins in the sixth year of implementation. San Jacinto College will review progress with the invasive cardiovascular technology program annually through advisory committee meetings, and it will become part of the College's program review process.

Consideration of Approval of Invasive Cardiovascular Technology Program

ATTACHMENTS

Attachment 1 - Copy of the Certification Form for New Associate of Applied Science Degree and Certificate Programs that will be submitted electronically to the THECB

Attachment 2 - Invasive Cardiovascular Technology program 5-Year Cost Analysis with Sources of Funding

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

**Certification Form for New Associate of Applied Science Degree
And Certificate Programs
Texas Higher Education Coordinating Board**

Directions: An institution shall use this form to request a new associate of applied science degree or certificate program that meets all criteria for automatic approval in Coordinating Board Rules, Chapter 9, Subchapter E, Section 9.93.

Information: Contact the Division of Academic Affairs and Research at 512/427-6200 for more information.

Program Information

1. Institution: San Jacinto College District
2. Program Name: Invasive Cardiovascular Technology
3. Proposed CIP Code: 510803
4. Number of Required Semester Credit Hours (SCH): 60
5. Implementation Date: August 22, 2016
6. Contact Person: Provide contact information for the person who can answer specific questions about the program.

Name: Michael Kane
Title: Dean, Health Services
E-mail: michael.kane@sjcd.edu
Phone: 281-476-1858

Signature Page

I hereby certify that all the following criteria have been met in accordance with the Procedures outlined in Coordinating Board Rules, Chapter 9, Subchapter E, Section 9.93, and that recent documentation is available to support these criteria:

- (A) The program has institutional and governing board approval;
- (B) The institution has researched and documented current job market need for the program and/or that the program would lead to opportunities for further education;
- (C) There is recent evidence of both short-term and long-term student demand for the program;
- (D) Enrollment projections reflect student demand estimates to ensure the financial self-sufficiency of the program;
- (E) Basic and career technical/workforce skills have been integrated into the curriculum;

- (F) The institution has an enrollment management plan for the program;
- (G) The institution has or will initiate a process to establish articulation agreements for the Program with secondary and/or senior level institutions;
- (H) The program is designed to be consistent with the standards of the Southern Association of Colleges and Schools Commission on Colleges, and with the standards of other applicable accrediting agencies, and is in Compliance with appropriate licensing authority requirements;
- (I) The program would not unnecessarily duplicate existing programs at other institutions;
- (J) Representatives from private sector business and industry have been involved in the creation of the program through participation in an advisory committee;
- (K) Adequate funding is available to cover all new costs to the institution over the first five years after the implementation of the program;
- (L) New costs during the first five years of the program would not exceed \$2 million;
- (M) The institution has an improvement plan in place for all career technical/workforce programs that do not currently meet Board standards for both graduation and placement;
- (N) The appropriate Higher Education Regional Council has been notified in writing of the proposal for a new program;
- (O) Skill standards recognized by the Texas Skill Standards Board, if they exist for the discipline, have been reviewed and considered for inclusion in the curriculum for the program.

I understand that the Coordinating Board will update the program inventory for the institution if No objections to the proposed program are received during the 30-day public comment period.

Chief Executive Officer

Date

I hereby certify that the Governing Board has approved this program.

Date of Governing Board approval: _____

Governing Board (or Designee)

Date

Invasive Cardiovascular Technology

Faculty Needs/Cost Calculations

Year 1		# of Hours	Rate of Pay	Sub-Total	Sub-Total by Sem	
NOTE: All pay includes market premium but not stipends	Fall	Full-Time	12	\$ 19,380.67	\$ 19,380.67	\$ 19,380.67
		Adjunct	0	\$ -	\$ -	
		Adj. Lab Hrs.	0			
	Spring	Full-Time	12	\$ 19,380.67	\$ 19,380.67	\$ 30,100.67
		Adjunct	13	\$ 43.00	\$ 8,944.00	
		Adj. Lab Hrs.	3	\$ 37.00	\$ 1,776.00	
	Summer	Full-Time	12	\$ 19,380.66	\$ 19,380.66	\$ 25,476.66
		Adjunct	8	\$ 43.00	\$ 5,504.00	
		Adj. Lab Hrs.	1	\$ 37.00	\$ 592.00	
Full-Time 12 month salary:		\$ 58,142.00		Yearly Total:	\$ 74,958.00	
Year 2		# of Hours	Rate of Pay	Sub-Total	Sub-Total by Sem	
FT includes 3% increase per yr.	Fall	Full-Time	12	\$ 19,937.09	\$ 19,937.09	\$ 25,345.09
		Adjunct	7	\$ 43.00	\$ 4,816.00	
		Adj. Lab Hrs.	1	\$ 37.00	\$ 592.00	
	Spring	Full-Time	12	\$ 19,937.09	\$ 19,937.09	\$ 34,097.09
		Adjunct	18	\$ 43.00	\$ 12,384.00	
		Adj. Lab Hrs.	3	\$ 37.00	\$ 1,776.00	
	Summer	Full-Time	12	\$ 19,937.08	\$ 19,937.08	\$ 26,033.08
		Adjunct	8	\$ 43.00	\$ 5,504.00	
		Adj. Lab Hrs.	1	\$ 37.00	\$ 592.00	
Full-Time 12 month salary:		\$ 59,811.26		Yearly Total:	\$ 85,475.26	
Year 3		# of Hours	Rate of Pay	Sub-Total	Sub-Total by Sem	
	Fall	Full-Time	24	\$ 41,020.40	\$ 41,020.40	\$ 41,020.40
		Adjunct	0	\$ 43.00	\$ -	
		Adj. Lab Hrs.	0	\$ 37.00	\$ -	
	Spring	Full-Time	24	\$ 41,020.40	\$ 41,020.40	\$ 48,300.40
		Adjunct	8	\$ 43.00	\$ 5,504.00	
		Adj. Lab Hrs.	3	\$ 37.00	\$ 1,776.00	
	Summer	Full-Time	24	\$ 41,020.40	\$ 41,020.40	\$ 41,020.40
		Adjunct	0	\$ 43.00	\$ -	
		Adj. Lab Hrs.	0	\$ 37.00	\$ -	
Full-Time 12 month salary:		\$ 123,061.20		Yearly Total:	\$ 130,341.20	
Year 4		# of Hours	Rate of Pay	Sub-Total	Sub-Total by Sem	
	Fall	Full-Time	24	\$ 42,201.01	\$ 42,201.01	\$ 42,201.01
		Adjunct	0	\$ 43.00	\$ -	
		Adj. Lab Hrs.	0	\$ 37.00	\$ -	
	Spring	Full-Time	24	\$ 42,201.01	\$ 42,201.01	\$ 49,481.01
		Adjunct	8	\$ 43.00	\$ 5,504.00	
		Adj. Lab Hrs.	3	\$ 37.00	\$ 1,776.00	
	Summer	Full-Time	24	\$ 42,201.01	\$ 42,201.01	\$ 42,201.01
		Adjunct	0	\$ 43.00	\$ -	
		Adj. Lab Hrs.	0	\$ 37.00	\$ -	
Full-Time 12 month salary:		\$ 126,603.03		Yearly Total:	\$ 133,883.03	
Year 5		# of Hours	Rate of Pay	Sub-Total	Sub-Total by Sem	
	Fall	Full-Time	24	\$ 43,417.04	\$ 43,417.04	\$ 43,417.04
		Adjunct	0	\$ 43.00	\$ -	
		Adj. Lab Hrs.	0	\$ 37.00	\$ -	
	Spring	Full-Time	24	\$ 43,417.04	\$ 43,417.04	\$ 50,697.04
		Adjunct	8	\$ 43.00	\$ 5,504.00	
		Adj. Lab Hrs.	3	\$ 37.00	\$ 1,776.00	
	Summer	Full-Time	24	\$ 43,417.04	\$ 43,417.04	\$ 43,417.04
		Adjunct	0	\$ 43.00	\$ -	
		Adj. Lab Hrs.	0	\$ 37.00	\$ -	
Full-Time 12 month salary:		\$ 130,251.12		Yearly Total:	\$ 137,531.12	

San Jacinto College Central
Invasive Cardiovascular Technology

New Costs to the Institution and Sources of Funding

Category	Estimated Costs by Year					
	Initial Cost	2nd Year	3rd Year	4th Year	5th Year	Totals
	2016/17	2017/18	2018/19	2019/20	2020/21	
Program Administration (Stipends)	\$ 2,400.00	\$ 2,400.00	\$ 3,400.00	\$ 3,400.00	\$ 3,400.00	\$ 15,000.00
Faculty Salaries + Mkt Prem*	\$ 58,142.00	\$ 59,811.26	\$ 123,061.20	\$ 126,603.04	\$ 130,251.12	\$ 497,868.62
Adjunct Faculty Salaries w\Mkt Prem.	\$ 16,048.00	\$ 25,664.00	\$ 7,280.00	\$ 7,280.00	\$ 7,280.00	\$ 63,552.00
Clerical/Support Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies and Materials	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 8,750.00
Library Resources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment / maintenance	\$ 80,000.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 113,000.00
Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Software, Internet)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 158,340.00	\$ 97,875.26	\$ 143,741.20	\$ 147,283.04	\$ 150,931.12	\$ 698,170.62

*Does not include benefits

Salaries based on 1 PD the first year with the addition of 1 CC the third year.

Sources of Funding by Year

State Appropriations**	\$ 63,093.60	\$ 104,790.24	\$ 109,484.16	\$ 105,582.72	\$ 109,484.16	\$ 492,434.88
Local Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other State Funding* Carl Perkins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reallocation of Existing Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Funding*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Business and Industry Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Funding* Tuition/Fees	\$ 58,982.00	\$ 77,084.00	\$ 90,655.00	\$ 89,106.00	\$ 90,420.00	\$ 406,247.00
Totals	\$ 122,075.60	\$ 181,874.24	\$ 200,139.16	\$ 194,688.72	\$ 199,904.16	\$ 898,681.88

* Specify source(s) [e.g. Special Item Appropriation, Auxiliary Enterprise Funds, Discretionary Endowment Income, HEAF Funds]

**contact hours calculated at 3.81

Invasive Cardiovascular Technology							
Schedule Planning - Five Years							
Semester	Sections	Faculty	Credit Hrs	Students	Cont. Hrs.	Cont. Hrs. Total	
		FT or PT		Tuit/Fees			
Fall	2016						
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
			4	9,360			
Spring	2017						
	1	CVTT 1472		4	8	80	640
	1	CVTT 1304		3	16	48	768
	1	CVTT 1307		3	8	64	512
	1	CVTT 1313		3	16	64	1024
	1	CVTT 1110		1	16	16	256
	1	CVTT 1373		3	8	48	384
	1	CVTT 2260		2	8	192	1536
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
				25	26,056		
Summer	2017						
	2	CVTT 1350		3	15	48	720
	2	CVTT 1153		1	15	16	240
	2	CVTT 1471		4	7	80	560
	2	CVTT 1340		3	8	48	384
	2	CVTT 2461/		4	8	384	3072
	2	and 1260		2	7	192	1344
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	clinical combined for class		20	23,566			
Year One Totals							16560
							\$ 58,982

Invasive Cardiovascular Technology							
Schedule Planning - Five Years							
Semester	Sections	Faculty	Credit Hrs	Students	Cont. Hrs.	Cont. Hrs. Total	
		FT or PT		Tuit/Fees			
Fall	2017						
	3	CVTT 2350		3	7	48	336
	3	CVTT 1340		3	7	48	336
	3	CVTT 2330		3	14	64	896
	3	CVTT 2461/2462		4	14	384	5376
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	clinical combined for class			19	23,567		
Spring	2018						
	1	CVTT 1472		4	8	80	640
	1	CVTT 1304		3	16	48	768
	1	CVTT 1307		3	8	64	512
	1	CVTT 1313		3	16	64	1024
	1	CVTT 1110		1	16	16	256
	1	CVTT 1373		3	8	48	384
	1	CVTT 2260/		2	8	192	1536
	4	and 2562		5	7	480	3360
	4	CVTT 2350		3	7	48	336
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
		clinical combined for class			30	30,655	
Summer	2018						
	2	CVTT 1350		3	14	48	672
	2	CVTT 1153		1	14	16	224
	2	CVTT 1471		4	6	80	480
	2	CVTT 1340		3	8	48	384
	2	CVTT 2461/		4	8	384	3072
	2	and 1260		2	6	192	1152
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	clinical combined for class			20	22,862		
Year Two Totals							
						\$ 77,084	27504

Invasive Cardiovascular Technology							
Schedule Planning - Five Years							
Semester	Sections	Faculty	Credit Hrs	Students	Cont. Hrs.	Cont. Hrs. Total	
		FT or PT		Tuit/Fees			
Fall	2018						
	3	CVTT 2350		3	8	48	384
	3	CVTT 1340		3	6	48	288
	3	CVTT 2330		3	14	64	896
	3	CVTT 2461/2462		4	14	384	5376
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	clinicals combined for class		21	28,388			
Spring	2019						
	1	CVTT 1472		4	8	80	640
	1	CVTT 1304		3	16	48	768
	1	CVTT 1307		3	8	64	512
	1	CVTT 1313		3	16	64	1024
	1	CVTT 1110		1	16	16	256
	1	CVTT 1373		3	8	48	384
	1	CVTT 2260/		2	8	192	1536
	4	and 2562		5	6	480	2880
	4	CVTT 2350		3	6	48	288
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
		clinicals combined for class		32	34,678		
Summer	2019						
	2	CVTT 1350		3	14	48	672
	2	CVTT 1153		1	14	16	224
	2	CVTT 1471		4	7	80	560
	2	CVTT 1340		3	7	48	336
	2	CVTT 2461/		4	7	384	2688
	2	and 1260		2	7	192	1344
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	Pre	CVTT 1201		2	20	32	640
	clinicals combined for class		22	27,589			
Year Three Totals							
				\$ 90,655			28736

Invasive Cardiovascular Technology								
Schedule Planning - Five Years								
Semester	Sections	Faculty	Credit Hrs	Students	Cont. Hrs.	Cont. Hrs. Total		
		FT or PT		Tuit/Fees				
Fall	2019							
	3	CVTT 2350		3	7	48	336	
	3	CVTT 1340		3	6	48	288	
	3	CVTT 2330		3	13	64	832	
	3	CVTT 2461/2462		4	13	384	4992	
	Pre	CVTT 1201		2	20	32	640	
	Pre	CVTT 1201		2	20	32	640	
	Pre	CVTT 1201		2	20	32	640	
	Pre	CVTT 1201		2	20	32	640	
	clinicals combined for class		21	27,496				
Spring	2020							
	1	CVTT 1472		4	8	80	640	
	1	CVTT 1304		3	16	48	768	
	1	CVTT 1307		3	8	64	512	
	1	CVTT 1313		3	16	64	1024	
	1	CVTT 1110		1	16	16	256	
	1	CVTT 1373		3	8	48	384	
	1	CVTT 2260/		2	8	192	1536	
	4	and 2562		5	5	480	2400	
	4	CVTT 2350		3	5	48	240	
	Pre	CVTT 1201		2	20	32	640	
	Pre	CVTT 1201		2	20	32	640	
	Pre	CVTT 1201		2	20	32	640	
	Pre	CVTT 1201		2	20	32	640	
		clinicals combined for class		32	34,021			
	Summer	2020						
2		CVTT 1350		3	14	48	672	
2		CVTT 1153		1	14	16	224	
2		CVTT 1471		4	7	80	560	
2		CVTT 1340		3	7	48	336	
2		CVTT 2461/		4	7	384	2688	
2		and 1260		2	7	192	1344	
Pre		CVTT 1201		2	20	32	640	
Pre		CVTT 1201		2	20	32	640	
Pre		CVTT 1201		2	20	32	640	
	clinicals combined for class		22	27,589				
Year Four Totals				\$ 89,106		27712		

Invasive Cardiovascular Technology							
Schedule Planning - Five Years							
Semester	Sections	Faculty	Credit Hrs	Students	Cont. Hrs.	Cont. Hrs. Total	
		FT or PT		Tuit/Fees			
Fall	2020						
	3	CVTT	2350	3	6	48	288
	3	CVTT	1340	3	7	48	336
	3	CVTT	2330	3	13	64	832
	3	CVTT	2461/2462	4	13	384	4992
	Pre	CVTT	1201	2	20	32	640
	Pre	CVTT	1201	2	20	32	640
	Pre	CVTT	1201	2	20	32	640
	Pre	CVTT	1201	2	20	32	640
	clinicals combined for class			21	27,637		
Spring	2021						
	1	CVTT	1472	4	8	80	640
	1	CVTT	1304	3	16	48	768
	1	CVTT	1307	3	8	64	512
	1	CVTT	1313	3	16	64	1024
	1	CVTT	1110	1	16	16	256
	1	CVTT	1373	3	8	48	384
	1	CVTT	2260/	2	8	192	1536
	4	and	2562	5	6	480	2880
	4	CVTT	2350	3	6	48	288
	Pre	CVTT	1201	2	20	32	640
	Pre	CVTT	1201	2	20	32	640
	Pre	CVTT	1201	2	20	32	640
	Pre	CVTT	1201	2	20	32	640
		clinicals combined for class			32	34,584	
Summer	2021						
	2	CVTT	1350	3	15	48	720
	2	CVTT	1153	1	15	16	240
	2	CVTT	1471	4	7	80	560
	2	CVTT	1340	3	8	48	384
	2	CVTT	2461/	4	8	384	3072
	2	and	1260	2	7	192	1344
	Pre	CVTT	1201	2	20	32	640
	Pre	CVTT	1201	2	20	32	640
	Pre	CVTT	1201	2	20	32	640
	Pre	CVTT	1201	2	20	32	640
	clinicals combined for class			22	28,199		
Year Five Totals							
				\$ 90,420			28736

Action Item “XIII”
Regular Board Meeting May 2, 2016

Consideration of Approval of a New Occupational Therapist Assistant Program

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a new Occupational Therapist Assistant program for the San Jacinto College South Campus.

BACKGROUND

The South Campus leadership proposes an Associate of Applied Science (AAS) in Occupational Therapist Assistant (OTA) to prepare graduates as entry-level employees with the knowledge and skills to work with clients in today’s ever-changing healthcare environment. The program is designed to produce OTAs who possess ethics, competence, knowledge, skills, and dedication to the advancement of their profession and dedication to themselves as practitioners. The AAS has 60 semester credit hours (SCH) and 2271 contact hours, and 17 technical courses (37 SCH) and seven academic courses (23 SCH), including the required 15 SCH of general education.

The College researched the current job market for the Occupational Therapist Assistant program and found that OTAs were listed in the Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook (OOH), 2016-17 Edition*. Employment for OTAs is projected to grow 40 percent from 2012 to 2022, which is faster than the average for all other occupations. Additionally, the OOH states that OTAs held 41,900 jobs in 2014, and the 2014 median pay for the positions is \$54,520 annually or \$26.21 per hour.

According to Standardized Occupational Components for Research and analysis of Trends in Employment System (SOCRATES 2020), employment of OTAs in the Gulf Coast region is projected to grow 44.1 percent from 2012-2022.

Texas Labor Market Information indicates that projected employment by 2022 will be 3,890 jobs, with a percentage growth of 44.10 percent. The average openings per year due to replacement will be 70, while the average openings per year due to growth will be 120.

Finally, the Gulf Coast Local Workforce Development Area Labor Market Information also predicts a change of 44.3 percent in the local market, with 15 openings per year due to replacement and 25 openings for growth. The hourly average wage in 2014 was \$31.90.

The job market analysis supports the need to the Occupational Therapist Assistant program in the Greater Houston area.

IMPACT OF THIS ACTION

Houston Community College and Lone Star College offer associate’s degrees in Occupational Therapy Assistant. Elsewhere in Texas, Amarillo College, Austin Community College, Del Mar College, Laredo Community College, Navarro College, Panola College, St. Phillip’s College (Alamo system), and Weatherford College offer the program.

Action Item “XIII”
Regular Board Meeting May 2, 2016

Consideration of Approval of a New Occupational Therapist Assistant Program

San Jacinto College has articulation agreements with Texas Women’s University (TWU) and the University of Texas Medical Branch. Once the program has been established, the College plans to pursue articulation agreements with these institutions for bachelor’s programs in occupational therapy. For example, TWU offers a Master’s in Occupational Therapy (MOT) Bridge program structured for the practicing, certified OTA with a minimum of one year of practice experience who holds a bachelors’ degree in any major from an accredited institution with specified undergraduate prerequisite coursework. The MOT Bridge program is delivered online.

The initial enrollment for the program is expected to be a minimum of 12 students. Enrollment is anticipated to increase with local school district partnerships. Graduates from the program are projected to be 12 in the first graduating class and approximately 24 annually after the program is established.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Faculty: In accordance to the *Guidelines for Instructional Programs in Workforce Education* (GIPWE), one new full-time instructor/program director with a master’s degree and three years of full-time work experience for a 12-month contract is required. The salary cost is estimated to be \$74,000. San Jacinto College currently offers all of the academic courses, so labor dollars will not be required to increase faculty load in these disciplines.

Facilities and Equipment: The program can share laboratory equipment and program facilities with the existing Physical Therapist Assistant (PTA) program. The OTA program has access to the PTA facilities, equipment, and faculty support, but has also budgeted \$10,000 for common job site items that will simulate a working environment.

New Costs: There will be some new costs associated with startup. The total annual expenses for the program are estimated at \$85,000 annually for operations and labor or \$432,000 for the first five years. Total revenue is estimated at \$58,000 for the first year and \$115,000 for each additional year, with a five-year total projection of \$518,000, based on 12 students per year and in-district tuition.

MONITORING AND REPORTING TIMELINE

The Texas Higher Education Coordinating Board (THECB) monitors career technical certificates and associate programs for an average of five degrees awarded per academic year, to total not fewer than twenty-five degrees awarded for any five-year period. A new degree program is exempted for the first five years of program implementation. Annual review begins in the sixth year following implementation. San Jacinto College will review progress with the occupational therapist program annually through advisory committee meetings, and it will become part of the College’s program review process.

Action Item "XIII"
Regular Board Meeting May 2, 2016

Consideration of Approval of a New Occupational Therapist Assistant Program

ATTACHMENTS

- Attachment 1 - Copy of the Certification Form for New Associate of Applied Science Degree and Certificate Programs that will be submitted electronically to the THECB
- Attachment 2 - Occupational Therapist Assistant program 5-Year Cost Analysis with Sources of Funding.

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

**Certification Form for New Associate of Applied Science Degree
And Certificate Programs
Texas Higher Education Coordinating Board**

Directions: An institution shall use this form to request a new associate of applied science degree or certificate program that meets all criteria for automatic approval in Coordinating Board Rules, Chapter 9, Subchapter E, Section 9.93.

Information: Contact the Division of Academic Affairs and Research at 512/427-6200 for more information.

Program Information

1. Institution: San Jacinto College District
2. Program Name: Occupational Therapist Assistant
3. Proposed CIP Code: 510803
4. Number of Required Semester Credit Hours (SCH): 60
5. Implementation Date: August 22, 2016
6. Contact Person: Provide contact information for the person who can answer specific questions about the program.

Name: Dr. Alexander Okwonna
Title: Dean, Health and Natural Science
E-mail: alexander.okwonna@sjcd.edu
Phone: 281-922-3466

Signature Page

I hereby certify that all the following criteria have been met in accordance with the Procedures outlined in Coordinating Board Rules, Chapter 9, Subchapter E, Section 9.93, and that recent documentation is available to support these criteria:

- (A) The program has institutional and governing board approval;
- (B) The institution has researched and documented current job market need for the program and/or that the program would lead to opportunities for further education;
- (C) There is recent evidence of both short-term and long-term student demand for the program;
- (D) Enrollment projections reflect student demand estimates to ensure the financial self-sufficiency of the program;
- (E) Basic and career technical/workforce skills have been integrated into the curriculum;

- (F) The institution has an enrollment management plan for the program;
- (G) The institution has or will initiate a process to establish articulation agreements for the Program with secondary and/or senior level institutions;
- (H) The program is designed to be consistent with the standards of the Southern Association of Colleges and Schools Commission on Colleges, and with the standards of other applicable accrediting agencies, and is in Compliance with appropriate licensing authority requirements;
- (I) The program would not unnecessarily duplicate existing programs at other institutions;
- (J) Representatives from private sector business and industry have been involved in the creation of the program through participation in an advisory committee;
- (K) Adequate funding is available to cover all new costs to the institution over the first five years after the implementation of the program;
- (L) New costs during the first five years of the program would not exceed \$2 million;
- (M) The institution has an improvement plan in place for all career technical/workforce programs that do not currently meet Board standards for both graduation and placement;
- (N) The appropriate Higher Education Regional Council has been notified in writing of the proposal for a new program;
- (O) Skill standards recognized by the Texas Skill Standards Board, if they exist for the discipline, have been reviewed and considered for inclusion in the curriculum for the program.

I understand that the Coordinating Board will update the program inventory for the institution if No objections to the proposed program are received during the 30-day public comment period.

Chief Executive Officer

Date

I hereby certify that the Governing Board has approved this program.

Date of Governing Board approval: _____

Governing Board (or Designee)

Date

APPENDIX C

WORKSHEETS FOR TUTION AND FEES GENERATED

FALL SEMESTER - YEAR I - 2016

FIRST YEAR - FULL-TIME DAY STUDENTS BASED ON 16-SEMESTER HOURS CREDIT		
	<u>IN-DISTRICT</u>	<u>OUT-OF DISTRICT</u>
Tuition	\$752.00	
General Service Fee	\$140.00	
Lab Fees	\$15.00	
Contact hours	\$898.56	
TOTALS	\$1,805.56	\$0.00
	Number of Students	Generated Funds
In District	12	\$21,666.72
Out of District		

SPRING YEAR I - 2017

FIRST YEAR - FULL-TIME DAY STUDENTS BASED ON 16-SEMESTER HOURS CREDIT		
	<u>IN-DISTRICT</u>	<u>OUT-OF DISTRICT</u>
Tuition	\$752.00	
General Service Fee	\$140.00	
Lab Fees	\$87.00	\$0.00
Contact Hours	\$1,098.24	
TOTALS	\$2,077.24	\$0.00
	Number of Students	Generated Funds
In District	12	\$24,926.88
Out of District		

Occupational Therapy Assistant (OTA) Program

SUMMER YEAR I - 2017

FIRST YEAR - <u>FULL-TIME DAY STUDENTS</u> BASED ON 6-SEMESTER HOURS CREDIT		
	<u>IN-DISTRICT</u>	<u>OUT-OF DISTRICT</u>
Tuition	\$282.00	
General Service Fee	\$140.00	
Lab Fees	\$48.00	
Contact Hours	\$499.20	
TOTALS	\$969.20	\$0.00
	Number of Students	Generated Funds
In District	12	\$11,630.40
Out of District		

FALL SEMESTER - YEAR II - 2017

FIRST YEAR - <u>FULL-TIME DAY STUDENTS</u> BASED ON 16-SEMESTER HOURS CREDIT		
	<u>IN-DISTRICT</u>	<u>OUT-OF DISTRICT</u>
Tuition	\$752.00	
General Service Fee	\$140.00	
Lab Fees	\$15.00	
Contact hours	\$898.56	
TOTALS	\$1,805.56	\$0.00
	Number of Students	Generated Funds
In District	12	\$21,666.72
Out of District		

SECOND YEAR - <u>FULL-TIME DAY STUDENTS</u> BASED ON 11-SEMESTER HOURS CREDIT		
	<u>IN-DISTRICT</u>	<u>OUT-OF DISTRICT</u>
Tuition	\$517.00	
General Service Fee	\$140.00	
Lab Fees	\$72.00	
Contact hours	\$1,198.08	
TOTALS	\$1,927.08	\$0.00
	Number of Students	Generated Funds
In District	12	\$23,124.96
Out of District		

Occupational Therapy Assistant (OTA) Program

SPRING SEMESTER - YEAR II - 2018

FIRST YEAR - FULL-TIME DAY STUDENTS BASED ON 16-SEMESTER HOURS CREDIT		
	IN-DISTRICT	OUT-OF DISTRICT
Tuition	\$752.00	
General Service Fee	\$140.00	
Lab Fees	\$87.00	
Contact Hours	\$1,098.24	
TOTALS	\$2,077.24	\$0.00
	Number of Students	Generated Funds
In District	12	\$24,926.88
Out of District		

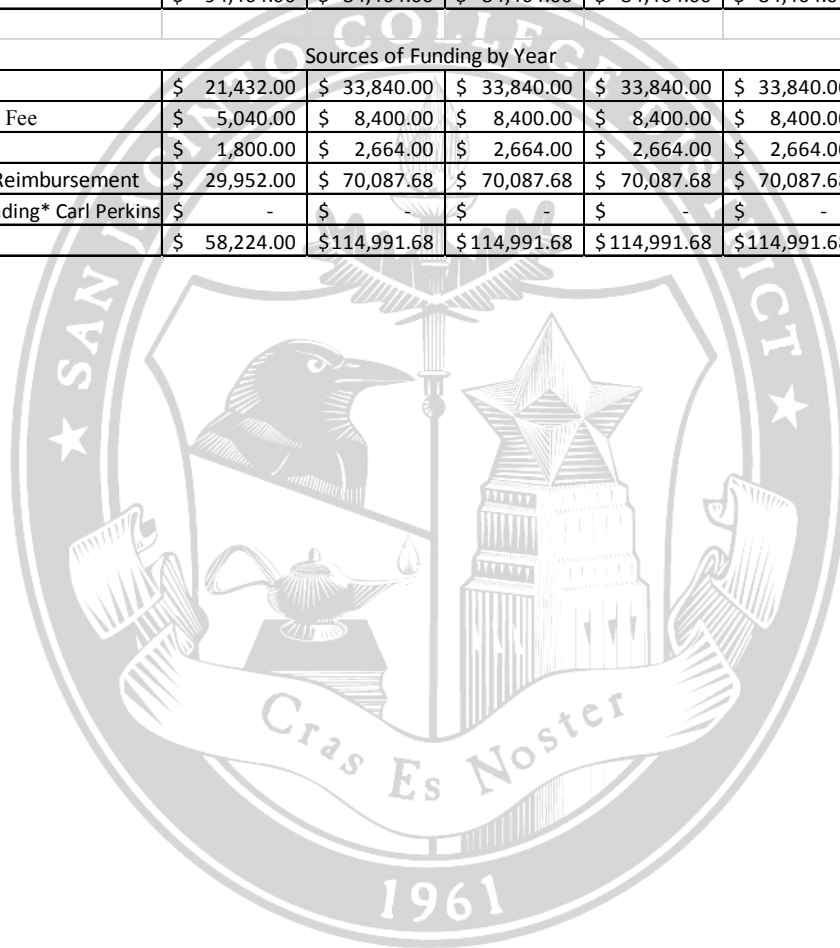
SECOND YEAR - FULL-TIME DAY STUDENTS BASED ON 11-SEMESTER HOURS CREDIT		
	IN-DISTRICT	OUT-OF DISTRICT
Tuition	\$517.00	
General Service Fee	\$140.00	
Lab Fees	\$0.00	
Contact Hours	\$2,146.56	
TOTALS	\$2,803.56	\$0.00
	Number of Students	Generated Funds
In District	12	\$33,642.72
Out of District		\$0.00

SUMMER SEMESTER - YEAR II - 2018

FIRST YEAR - FULL-TIME DAY STUDENTS BASED ON 6-SEMESTER HOURS CREDIT		
	IN-DISTRICT	OUT-OF DISTRICT
Tuition	\$282.00	
General Service Fee	\$140.00	
Lab Fees	\$48.00	
Contact Hours	\$499.20	
TOTALS	\$969.20	\$0.00
	Number of Students	Generated Funds
In District	12	\$11,630.40
Out of District		

Occupational Therapy Assistant (OTA) Program

San Jacinto College South						
Occupational Therapy Assistant (OTA)						
New Costs to the Institution and Sources of Funding						
Category	Estimated Costs by Year					
	Initial Cost	2nd Year	3rd Year	4th Year	5th Year	Totals
	2015/16	2016/17	2017/18	2018/19	2019/20	Totals
Faculty Salaries	\$ 73,814.00	\$ 73,814.00	\$ 73,814.00	\$ 73,814.00	\$ 73,814.00	\$ 369,070.00
Supplies and Materials	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 30,000.00
Professional Development	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00
Equipment	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Annual Accreditation Fee	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00	\$ 18,250.00
Totals	\$ 94,464.00	\$ 84,464.00	\$ 84,464.00	\$ 84,464.00	\$ 84,464.00	\$ 432,320.00
Sources of Funding by Year						
Tuition	\$ 21,432.00	\$ 33,840.00	\$ 33,840.00	\$ 33,840.00	\$ 33,840.00	\$ 156,792.00
General Service Fee	\$ 5,040.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 38,640.00
Lab Fees	\$ 1,800.00	\$ 2,664.00	\$ 2,664.00	\$ 2,664.00	\$ 2,664.00	\$ 12,456.00
Contact Hour Reimbursement	\$ 29,952.00	\$ 70,087.68	\$ 70,087.68	\$ 70,087.68	\$ 70,087.68	\$ 310,302.72
Other State Funding* Carl Perkins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 58,224.00	\$114,991.68	\$114,991.68	\$114,991.68	\$114,991.68	\$ 518,190.72



Consideration of Policy IV-C-16: Extra Service Agreements – First Reading (Information Only)

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees consider revisions to the Policy IV-C-16, Policy on Extra Service Agreements. The Board of Trustees will not vote on this item but is creating awareness that the policy is being considered and input is being gathered.

BACKGROUND

Occasionally, a full-time employee is required to complete non-teaching extra assignments outside the scope of the employee’s normal responsibilities. In such situations, the Board of Trustees authorizes the use of Extra Service Agreements (ESA). The entire process for administering ESAs needed to be updated to reflect efficient and streamlined processes and to ensure internal controls are met.

The recommended policy adoption is to ensure that the policies reflect the recommendations of the ESA taskforce, current legal requirements, as well as the philosophy and values of the College. Procedures do not require Board approval but are included to explain how policies are implemented into practice.

IMPACT OF THIS ACTION

These revisions will create a clear and concise policy and procedures that focus on extra service agreements.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

None anticipated.

MONITORING AND REPORTING TIMELINE

The policies were circulated beginning from April 28, 2016 and will continue through May 10, 2016 to the college community for comments and concerns according to the policies workflow process. The policy including potential modifications that arise from the college community review process will be presented to the Board of Trustees through the second reading which is anticipated on June 6, 2016.

ATTACHMENTS

- Attachment 1 – Summary of Policy and Guideline Changes
- Attachment 2 – Current and Proposed Policy and Procedures

RESOURCE PERSONNEL

Stephen Trncak 281-998-6100 stephen.trncak@sjcd.edu

SUMMARY OF POLICY & PROCEDURE CHANGES

IV-C-16 Policy Concerning Extra Service Agreements

- Added statement clarifying that Extra Service Agreement “must be within the fiscal year.”
- Added statement “Approved Extra Service Agreements will be ratified by the Board at the next scheduled meeting following approval.”

Procedure 4-6 Extra Service Agreements

- Contains procedural paragraphs of Policy IV-C-16 with updated language and terminology to reflect current practice:
 - Adjusted statement to say “Extra Service Agreements up to \$5,000 may be initiated by the respective Strategic Leadership Team (SLT) member and must be approved by the Chancellor or Deputy Chancellor & President prior to the performance of any work towards the project.”
 - Removed “Extra service agreements initiated between a Vice Chancellor and a campus employee must be undertaken with the cooperation by signature of the campus President.
 - Added “Extra Service Agreements up to \$5,000 will be ratified by the Board of Trustees at the next scheduled meeting following approval. Any Extra Service Agreement above \$5,000 must be approved by the Chancellor or Deputy Chancellor & President and the Board of Trustees prior to the performance of any work towards the project.”
 - Removed “A district committee composed of the three Vice Presidents of Instruction, the Vice Chancellor of Instructional Programs and Services and the Vice Chancellor of Human Resources.”
 - Removed first three bullets:
 - Extra-service agreements must be in Human Resources with all required signatures one week prior to the regular meeting of the Board of Trustees at which approval is sought.
 - Extra-service agreements for administrators and professional non-faculty will be the exception.
 - All extra service agreements initiated on a campus must have the signature and approval of the President.
 - Added two bullets:
 - Extra Service Agreements must be approved by, in this order, the Human Resources department, the authorizing budget authority for the expenditure and the employee’s supervisor prior to extending the offer to the employee.
 - Extra Service Agreements funded in whole or part by a grant must be approved by the Office of Grant Management and the Vice-Chancellor, Fiscal Affairs.
 - Updated bullet statement for approved form to be in Human Resources two weeks prior to the regular Board of Trustees meeting at which ratification is sought.
 - Updated information in paragraph regarding pay to read
 - “Pay for Extra Service Agreements should be for the scope of a project, not paid hourly. However, the total amount paid should be based on rates in accordance with the compensation schedules approved by the Board of Trustees for all employees.”

SAN JACINTO COLLEGE
BOARD OF TRUSTEES POLICIES

HUMAN RESOURCES
IV-C-16 Policy Concerning Extra Service Agreements

Occasionally, a full-time employee is needed to complete a non-teaching extra assignment outside the scope of the employee's normal responsibilities. In such a situation, by way of general consensus of the Chancellor and by way of this Board approved policy, the Board of Trustees of San Jacinto College District authorizes usage of the Extra Service Agreement. This agreement calls for additional pay when the assignment is outside the scope of the individual's regular duties and work schedule, with allowances in the work schedule not to affect the normal duties of the employee.

Procedures related to this policy will be overseen and revised as necessary by the Human Resources Office of the District. All agreements must remain in compliance with personnel guidelines and applicable federal or state law.

The designated term of an Extra Service Agreement shall not exceed one year. Application for approval of work done under an Extra Service Agreement must be made early enough so as to acquire all necessary approving signatures as well as Board approval before activity or service begins. In no case will extra pay be given retroactively as this could be deemed a violation of state law. {Article III, Section 53 of the Texas Constitution; Attorney General Opinion # MW-68 (1979); and Attorney General Opinion # JM-1113 (1989)}

This policy may be amended by the approval of the Board of Trustees of San Jacinto College District with the recommendation of the District Human Resources Office.

Policy #:	IV-C-16
Policy Name:	Policy Concerning Extra Service Agreements
Pages:	1
Adopted Date:	May 4, 1998
Revision/Reviewed Date:	February 5, 2008
Effective Date:	May 4, 1998 and February 5, 2008
Associated Procedure:	4-6

Proposed Policy

Policy IV-C-16: Policy Concerning Extra Service Agreements

Occasionally, a full-time employee is needed to complete a non-teaching extra assignment outside the scope of the employee's normal responsibilities. In such a situation, by way of general consensus of the Chancellor and by way of this Board approved policy, the Board of Trustees of San Jacinto College District authorizes usage of the Extra Service Agreement. This agreement calls for additional pay when the assignment is outside the scope of the individual's regular duties and work schedule, with allowances in the work schedule not to affect the normal duties of the employee.

Procedures related to this policy will be overseen and revised as necessary by the Human Resources Office of the District. All agreements must remain in compliance with personnel guidelines and applicable federal or state law.

The designated term of an Extra Service Agreement shall not exceed one year and must be within the fiscal year. Application for approval of work done under an Extra Service Agreement must be made early enough so as to acquire all necessary approvals before activity or service begins. **Approved Extra Service Agreements will be ratified by the Board at the next scheduled meeting following approval.** In no case will extra pay be given retroactively as this could be deemed a violation of state law. {Article III, Section 53 of the Texas Constitution; Attorney General Opinion # MW-68 (1979); and Attorney General Opinion # JM-1113 (1989)}

This policy may be amended by the approval of the Board of Trustees of San Jacinto College District with the recommendation of the District Human Resources Office.

Policy #:	IV-C-16
Policy Name:	Policy Concerning Extra Service Agreements
Pages:	1
Adopted Date:	May 4, 1998
Revision/Reviewed Date:	July xx, 2015
Effective Date:	May 4, 1998 and February 5, 2008 and xxxxxxx
Associated Procedure:	4-6

SAN JACINTO COLLEGE

Procedure

HUMAN RESOURCES

4-6 Extra Service Agreements

Extra-service agreements may be developed between the administration and exempt employees for special projects when such assignments are accomplished outside the scope of the individual's regular duties and work schedule. Extra-service agreements are developed between faculty and a President or Vice Chancellor and must be approved by the Board of Trustees prior to the performance of any work towards the project. Extra-service agreements initiated between a Vice Chancellor and a campus employee must be undertaken with the cooperation by signature of the campus President.

A district committee composed of the three Vice Presidents of Instruction, the Vice Chancellor of Instructional Programs and Services and the Vice Chancellor of Human Resources will review all extra-service agreements to ensure consistent application of guidelines.

The following guidelines will be used by the administration in consideration of extra-service agreements:

- Extra-service agreements must be in Human Resources with all required signatures one week prior to the regular meeting of the Board of Trustees at which approval is sought.
- Extra-service agreements for administrators and professional non-faculty will be the exception.
- All extra service agreements initiated on a campus must have the signature and approval of the President.
- Extra-service agreements may be considered only for assignments that are clearly outside the individual's job description.
- By way of example, extra-service agreements may be offered for the development of new technical AAS degree programs, but will not be offered for the revision of existing technical AAS degree programs.
- Extra-service agreements will not be offered for the development or the revision of academic and/or technical courses including distance learning courses.

Recommended pay rates for work performed under an extra-service agreement must be in accordance with the rates and salary schedules approved by the Board of Trustees for all employees. In general, compensation for extra-service funded by the college will abide by the following criteria:

- For specialized responsibilities, with required specific professional expertise, the rate will be the overload lecture rate in effect at the time of approval.
- For all other projects the rate will be the overload lab rate in effect at the time of approval.

(Re: Policy IV-C-16; Board of Trustees Policy Manual)

Procedure #:	4-6
Procedure Name:	Extra Service Agreements
Pages:	1
Adopted Date:	
Revision/Reviewed Date:	
Effective Date:	
Associated Policy:	IV-C-16

Procedure 4-6: Extra Service Agreements

Extra Service Agreements may be developed between the administration and exempt employees for special projects, typically when such assignments are accomplished outside the scope of the individual's regular duties and work schedule. Extra Service Agreements up to \$5,000 may be initiated by a Strategic Leadership Team (SLT) member and must be approved by the Chancellor or Deputy Chancellor & President prior to the performance of any work towards the project. Extra Service Agreements up to \$5,000 will be ratified by the Board of Trustees at the next scheduled meeting following approval. Any Extra Service Agreement above \$5,000 must be approved by the Chancellor or Deputy Chancellor & President and the Board of Trustees prior to the performance of any work towards the project. **An ESA will not be initiated for a payment less than \$300.**

The Strategic Leadership Team will review all Extra Service Agreements to ensure consistent application of procedures. The following procedures will be used by the administration in consideration of Extra Service Agreements:

- Extra Service Agreements may be considered only for assignments that are outside the scope of the individual's normal responsibilities.
- Projects or assignments that are considered eligible for compensation through an ESA would not be designated as College Service in the scope of the job requirements.
- Projects or assignments that relate to the scope of the employee's normal responsibilities as determined by leadership are not eligible for compensation through an ESA.
- By way of example, Extra Service Agreements may be offered for the development of new technical AAS degree programs, but will not be offered for the revision of existing technical AAS degree programs.
- Extra Service Agreements will not be offered for the development or the revision of academic and/or technical courses including distance learning courses.
- Extra Service Agreements must be approved by, in this order, the Human Resources department, the authorizing budget authority for the expenditure and the employee's supervisor prior to extending the offer to the employee.
- Extra Service Agreements funded in whole or part by a grant must be approved by the Office of Grant Management and the Vice-Chancellor, Fiscal Affairs.
- All Extra Service Agreements initiated on a campus must have the signature and approval of a SLT member.
- Extra Service Agreements must be in Human Resources with all required approval signatures two weeks prior to the regular meeting of the Board of Trustees at which ratification is sought.

Pay for Extra Service Agreements should be for the scope of a project, not paid hourly. However, the total amount paid should be based on rates in accordance with the compensation

schedules approved by the Board of Trustees for all employees. In general, faculty compensation for extra-service funded by the college will abide by the following criteria:

- For specialized responsibilities, with required specific professional expertise, the rate will be the overload lecture rate in effect at the time of approval.
- For all other projects the rate will be the overload lab rate in effect at the time of approval.

(Re: Policy IV-C-16; Board of Trustees Policy Manual)

Procedure #:	4-6
Procedure Name:	Extra Service Agreements
Pages:	1
Adopted Date:	
Revision/Reviewed Date:	July 1, 2015
Effective Date:	
Associated Policy:	IV-C-16

**SAN JACINTO COMMUNITY COLLEGE DISTRICT
PURCHASE RECAP
MAY 2, 2016**

I.	PURCHASE REQUESTS, SOLE SOURCE VENDORS, COOPERATIVES, AND CONTRACT RENEWALS	
Purchase Request #1 - Interlocal Agreement and Contract with Harris Health System (pgs.2-18)	\$	1,543,340
Purchase Request #2 - GMP Phase IV - North campus CIT Bldg (pg.19)		1,441,812
Purchase Request #3 - Amatrol Equipment (pgs.20-21)		269,673
Purchase Request #4 - Contract for Electrical Maintenance Services (pg.22)		200,000
Purchase Request #5 - December 2016 Graduation Event License (pgs.23-34)		100,000
Purchase Request #6 - Contract for Beverage Vending and Pouring Rights (pg.35)		100,000
Purchase Request #7 - Renew Contract for Annual Financial Audit Services (pg.36)		84,000
Purchase Request #8 - Renew Contract for Consumable Welding Products (pg.37)		60,000
Purchase Request #9 - Method of Procurement for North Campus Central Plant (pgs.38-39)		-
TOTAL OF PURCHASE REQUESTS		3,798,825
GRAND TOTAL:	\$	3,798,825

Purchase Request #1
Regular Board Meeting May 2, 2016
Consideration of Approval of an Interlocal Agreement
and Contract with Harris Health System

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees authorize an interlocal agreement and contract with Harris Health System (HHS) to provide internship positions to support the Department of Labor (DOL) H-1B Gulf Coast Ready to Work grant.

BACKGROUND

The DOL H-1B Gulf Coast Ready to Work Grant is an initiative that targets the petrochemical sector in the Gulf Coast area to provide training for positions that are in high demand for the industry and reduce the need for H-1B visa holders for employment. A group of community colleges (San Jacinto College, Lee College, Brazosport College, and College of the Mainland) has been formed to provide training to long-term unemployed/underemployed workers through this grant. Each college will offer different programs; some are degree programs which can take up to two years to complete, and others are certificate programs that could be obtained in less than one year.

Training provided through this grant would prepare individuals for careers that fall under the high-skill, high-growth jobs targeted by the Gulf Coast Workforce Board. Each college will partner with local industry employers who will offer internships or employment to students as part of this program. The goal is to link the participant and the employer through job readiness seminars and job fairs to the participants of this grant.

The College will enter into an interlocal agreement with HHS to provide these services as permitted through Section 791.011(g) of the Texas Government Code and complies with the competitive procurement requirement in Section 44.031 of the Texas Education Code.

IMPACT OF THIS ACTION

One of the grant objectives is job placement. Through hands on training and work related experience at Harris Health, the work based learning experiences will allow both the participant and the employer to evaluate the suitability of the job and the robustness of the training preparation.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total estimated expenditure for the duration of the grant is \$1,543,340. This expenditure is funded by the Department of Labor H-1B Ready to Work grant.

MONITORING AND REPORTING TIMELINE

The grant was awarded November 1, 2014 and will be assessed and funded annually with a possible term being extended through October 31, 2018. The term of the interlocal agreement and the contract for instructional services will be effective upon approval and

**Purchase Request #1
Regular Board Meeting May 2, 2016
Consideration of Approval of an Interlocal Agreement
and Contract with Harris Health System**

signature date with an initial term expiring on September 29, 2016, each with a possible annual renewal term extending through 2018.

ATTACHMENTS

Attachment 1 - Interlocal Agreement
Attachment 2 - Contract

RESOURCE PERSONNEL

Craig Zimmerman	281-478-3684	craig.zimmerman@sjcd.edu
Alison Brisco	281-478-2784	alison.brisco@sjcd.edu
Tomoko Olson	281-998-6146	tomoko.olson@sjcd.edu
Ann Kokx-Templet	281-998-6103	ann.kokx-templet@sjcd.edu

**INTERLOCAL COOPERATIVE
AGREEMENT**

This Interlocal Cooperative Agreement (“Agreement”) is by and between the **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public community college district established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas (“SJCCD”) and **HARRIS HEALTH SYSTEM**, a fully integrated, accredited healthcare system (“HAR HLTH”) with an effective date of May 2, 2016 (“Effective Date”).

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”) increases efficiency and effectiveness of local governments by permitting governmental entities to contract with one another through interlocal agreements to perform a service or governmental function that each party is authorized to perform; and

WHEREAS, Section 130.0081 of the Texas Education Code permits institutions of higher education to contract with other entities for the provision of services; and

WHEREAS, SJCCD and HAR HLTH desire to enter into an agreement whereby SJCCD provides payment to HAR HLTH to perform the services stipulated in Exhibit A in accordance with the Health Profession Opportunity Grant from the Department of Health and Human Services, Administration for Children and Families (ACF), Office of Family Assistance (OFA), Award No. 90FX0035-01-00. Grant Program Title – Health Career Pathways Partnership (HCPP) grant awarded by the U.S. Health and Human Services effective from September 30, 2015 to September 29, 2016.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The foregoing recitals are incorporated into the terms and conditions of the Agreement.

2. Services. HAR HLTH shall provide the services as described in more detail in the attached Exhibit A (“Services”). All Services will comply with all Applicable Laws, including, without limitation, any qualifications and licensing of instructional staff. Both parties agree to perform its respective obligations under this Agreement in conformity with Applicable Laws. For purposes of this Agreement, the term “Applicable Law” or “Applicable Laws” shall mean federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; 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, as amended (“Title IV”); the Texas Education Code; Chapter 9 and 21 of Title 19 of the Texas Administrative Code; any requirements for workforce programs promulgated by the Texas Higher Education Coordinating Board (“THECB”); requirements and guidelines of the Southern Association of Colleges and Schools (“SACS”); and any requirements of grant programs and funding that applies

to the GCPN or the programs for which Services are provided. The Parties shall comply with all Applicable Laws regarding program records including, but not limited to, FERPA, the Freedom of Information Act, the Texas Public Information Act, and the Texas Records Retention laws. With regard to FERPA, each party has determined that the other party has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the students enrolled in the courses and that each is the agent of the other party solely for the purpose of sharing such educational records.

3. **Fees for Services.** In consideration of the Services provided by HAR HLTH, SJCCD shall pay to HAR HLTH the amounts set forth in Exhibit B (“Fees”) for the grant period.

4. **Duration and Termination.** This Agreement shall become effective on the Effective Date and expire on September 29, 2016 (“Initial Term”) unless renewed or earlier terminated as set forth herein. Thereafter, and upon governing body approval, this Agreement may be renewed annually (“Renewal Term”), unless either party provides written notice to the other party of its election not to renew the Agreement. The notice of non-renewal shall operate to terminate the Agreement at the end of the then current Initial Term or Renewal Term. The term “Term” shall mean the period of time between the Effective Date and the date that the Agreement either expires or is terminated in accordance with the terms herein. Either party may terminate this Agreement for convenience at any time during the Term upon thirty (30) days written notice.

Renewable yearly with renewal contingent upon funding availability and HAR HLTH capacity to provide Work-Based Learning to SJCCD HCPP completers.

5. **Miscellaneous.**

a. **Governing Law; Interpretation.** All provisions in this Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue shall lie in Harris County, Texas. Citations of and references to any specific Federal or State statute, administrative regulation, executive order, local ordinance or law, any guideline or governmental requirement in this Agreement shall include any amendment to or successor of that statute, regulation, order, ordinance, law, guideline, or governmental requirement. Headings and captions used herein are for convenience only and shall not be used in interpreting the meaning of any section or paragraph.

b. **Severability.** If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Parties agree that all remaining provisions of this Agreement will remain in effect.

c. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter of this Agreement or the operation of the Program and supersedes all previous communications, representations or agreements, either oral or written, between the Parties.

d. **Amendments.** Any amendment to the Agreement must be in writing and signed by both parties. No waiver, alteration or modification of any of the provisions of this

Agreement shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

e. **Assignment.** Neither party may assign this Agreement.

f. **No Third Party Beneficiaries.** This Agreement is made for the sole benefit of the SJCCD and HAR HLTH and their respective successors. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

g. **No Waiver of Immunity.** Nothing contained herein shall operate to or be deemed to waive any immunity to which the other party is entitled under law.

h. **Counterparts.** This Agreement 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.

i. **Points of Contact Administrative Oversight and Compliance:** The points of contact for execution of the contract are noted below. Change in point of contact requires 30 day notification to either party.

San Jacinto Community College District

Fiscal Contact

Tomoko Olson, Assistant Director Office of Grants Management

Tomoko.olson@sjcd.edu 281.998.6146

Program Contact

TBD

Harris Health System

Dr. Cleveland Black

Cleveland.Black@harrishealth.org 713.634.1550

Michael Lake, Director Training and Development

Michael.lake@harrishealth.org 713.873.8733

EXECUTED THIS _____ DAY OF MAY 2016.

**SAN JACINTO COMMUNITY
COLLEGE DISTRICT**

HARRIS HEALTH SYSTEM

BY: _____
Chet Lewis
Vice Chancellor of Fiscal Affairs

BY: _____
Harris Health System
George Masi, CEO

EXHIBIT A:
INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SAN JACINTO COMMUNITY COLLEGE DISTRICT
AND
HARRIS HEALTH SYSTEM

This Exhibit A is attached to and made a part of the Interlocal Cooperative Agreement (“Agreement”) by and between the **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public community college district established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas (“SJCCD”) and **HARRIS HEALTH SYSTEM** (“HAR HLTH”) with an Effective Date of May 2, 2016. All capitalized terms used herein shall have the same meanings as set forth in the Agreement.

BACKGROUND: The healthcare industry has a continual need to increase the number of skilled workers certified and trained to add to the applicant pool for the hire of qualified workers. San Jacinto Community College is the recipient of a Funding Opportunity titled: Health Profession Opportunity Grant from the Department of Health and Human Services (HAR HLTH), Administration for Children and Families (ACF), Office of Family Assistance (OFA), Award No. 90FX0035-01-00 (Grant Program Title – Health Career Pathways Partnership). The Health Profession Opportunity Grant (HCPP) program is a demonstration project, funded by the Administration for Children and Families (ACF) in the U.S. Department of Health and Human Services, for TANF recipients and other low-income individuals. San Jacinto Community College District (SJCCD) and Harris Health System (HAR HLTH) are executing this Interlocal Agreement for the purpose of creating and delivering an effective strategy for the recruitment, training, and job placement of participants of the HCPP grant.

San Jacinto Community College District Obligations:

In accordance with the requirements stipulated in the Health and Human Services Health Career Pathway Partnership Grant Award, # 90FX0035-01-00 Grant, **HARRIS HEALTH SYSTEM** will perform the functions necessary to provide the following services:

1. Provide healthcare-related and grant-related training program information and material to HAR HLTH.
2. Enroll eligible recruits referred from HAR HLTH and Workforce Solutions offices into SJCCD’s HCPP program and provide training and resources in accordance with the HCPP grant requirements.
3. Develop methods to track and report outputs and outcomes to meet HCPP requirements. Provide tracking and reporting tools to HAR HLTH for contracted programs (i.e. work-based learning experiences and apprenticeships).
4. Provide meeting space for recruitment and employment placement events as well as space for grant-related meetings and training.
5. Follow the recruitment and training model below:
 - SJC works with Harris Health to identify incumbent workers to be determined eligible for the HCPP grant.

- SJC works with Harris Health to disseminate information to clients and community to recruit eligible participants for the HCPP grant
 - SJC processes applications and performs HCPP required random assignment of all eligible participants.
 - SJC provides health care training programs including course work and standard licensure required clinicals to 250 eligible students.
 - Instructors and preceptors recommend completers to participate in the selection process for 125 Work Based Learning Experiences based on class and clinical performance.
 - Harris Health provides Work Based Learning Experiences to 125 students
 - Harris Health reviews and hires acceptable candidates into open positions as appropriate and available
6. Refer training completers to Harris Health Work-Based Learning Experiences per interlocal agreement (attached).
 7. Provide training to 250 eligible randomly assigned recruits from the community and HAR HLTH contacts according to HCPP grant guidelines.
 8. Review with HAR HLTH challenges and best practices to meet the deliverables of the HHS HCPP Grant. Review and document joint and individual practices and focus on continued improvement.

Harris Health System Obligations:

1. Assist in the outreach and recruitment of participants through HAR HLTH System and contacts (to include TANF, SNAP, Harris Health Gold Card holders and Low-Income individuals) who meet the eligibility requirements of the HCPP program.
2. With SJCCD, host outreach and recruitment activities to HAR HLTH employees and identify and refer potential recruits holding Harris Health Gold Cards.
3. Assign a point of contact to work with SJCCD contact to execute deliverables.
4. Review resumes and applications of SJCCD training completers. Select and provide Work-Based Learning Experiences to 125 students
5. Review and hire acceptable candidates into open positions as appropriate and available.
6. Participate in HCPP hiring events designed to assist HCPP participants to find health care-related employment.
7. Provide meeting space and training space, based on availability, for the purpose of recruitment sessions, orientations, interviews, and information sharing to HCPP program participants and partners.
8. Support and provide the systems and data needed to SJCCD required for the success of the SJCCD HCPP program.
9. Ensure that all documents or recruitment materials are provided or approved by SJCCD. Materials developed must contain the funding statement, disclaimer, and HCPP logo and be sent to OFA for prior approval. Electronic media must also contain the above elements, as well as links to the official funding agency website and social media accounts. Obtain approval from San Jacinto Community College POC.
10. Ensure that documents or recruitment materials noted in item 9 above will include: Funding Statement and Disclaimer: “This document was supported by Grant [number of

grant] from the Administration for Children and Families, U.S. Department of Health & Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Health and Human Services.”

11. Refer employees and other potential applicants to SJCCD for guidance through the eligibility determination process.
12. With SJCCD, review with partners challenges and best practices to meet the deliverables of the HHS HCPP Grant. Review and document joint and individual practices and focus on continued improvement.

EXHIBIT B

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SAN JACINTO COMMUNITY COLLEGE DISTRICT
AND
HARRIS HEALTH SYSTEM**

This Exhibit B is attached to and made a part of the Interlocal Cooperative Agreement (“Agreement”) by and between the **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public community college district established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas (“SJCCD”) and **HARRIS HEALTH SYSTEM** (“HARRIS HEALTH”), with an Effective Date of May 2, 2016. All capitalized terms used herein shall have the same meanings as set forth in the Agreement.

Cost per Student:

Column A Number of students	Column B Cost per Student	Column C Estimated Contract Amount
125 students. Each student will spend 192 hours in the work – based learning Experience program at Harris Health (which is 16 hours a week for 3 months).	The cost per student is \$3,953.00 Break Down of Cost: 1. Consultation and Administrative cost which covers the complete management of the program (includes managing time and attendance, scheduling of the students, maintaining clinical documentation, student counseling services, etc.) Cost of \$1000.00 per student. 2. Cost of the mentor/supervision of the students during the clinical assignments to include clinical evaluation and coaching of the students, etc. Cost of \$2953.00 per student or 15.38 an hour for student supervision.	\$494,125.00

CONTRACT FOR INSTRUCTIONAL SERVICES
SAN JACINTO COMMUNITY COLLEGE DISTRICT
CONTINUING AND PROFESSIONAL DEVELOPMENT DIVISION

This Contract ("Contract") is made and entered into, by and between, the San Jacinto Community College District ("College"), a public community college district recognized under Chapter 130 of the Texas Education Code and a political subdivision of the State of Texas, and Harris Health System ("Vendor"), related to courses under the College's Continuing and Professional Development ("CPD") Division.

1. RECITALS

The College offers a variety of open enrollment courses for workforce training and lifelong learning through its noncredit CPD Division. Certain courses are offered through a third-party entity with the expertise and resources to teach the subject matter at issue. Therefore, the College desires to enter into a contract with Vendor to have the Vendor provide instructional and educational services to College students under the arrangement in this contract.

2. TERM OF THE CONTRACT

The term of this contract shall be from its date of execution through September 29, 2016. This agreement may be renewed or extended by mutual agreement evidenced in writing executed 45 days prior to the expiration date of the contract period.

3. RIGHTS, DUTIES, AND OBLIGATIONS

- A. At its cost, Vendor will provide personnel and materials necessary to provide the work-based learning experiences described in Exhibit 1.
- B. At its cost, Vendor will provide work-based learning experiences for the number of students, for the number of hours, at the frequency, and during the dates and times described in Exhibit 1. Per participant charges will be invoiced to COLLEGE per terms described in Exhibit 2.
- C. Vendor represents and warrants that the work-based learning experiences it conducts under this Contract, if successfully completed, will impart the skills described in Exhibit 1.
- D. The Vendor will comply with the requirements of the Family Education Rights & Privacy Act ("FERPA") regarding confidentiality of student records. Compliance will include training its employees or agents regarding the requirements of FERPA. The Vendor will otherwise comply with all applicable laws including policies and procedures of the College. This compliance includes the prohibition against discriminating on the basis of their race, color, religion, sex, age, economic status, national origin, disability, or other bases prohibited by law.
- E. The Vendor agrees to designate an employee or agent as the point of communication for the College regarding any aspect of this Contract.
- F. The Vendor shall maintain records regarding the students' attendance and performance during each work-based learning experience using the forms and system agreed upon. The system shall consist of: record of student progress, mentor observations and

recommendations. The Vendor shall provide a copy of such records to the College in the manner and at the time requested by the College.

- G. Any discipline or expulsion of the student from the work-based learning experience by the Vendor shall comply with the requirements of the College's policies and procedures applicable to such actions regarding students.
- H. The Vendor will invoice the College for services provided in accordance with the terms outlined in Exhibit 1.

4. RIGHTS, DUTIES, OBLIGATIONS OF THE COLLEGE

- A. The College shall pay Vendor NET 30 days, and payment shall comply with the Texas Prompt payment Act, Chapter 2251 of the Texas Government Code.
- B. At its cost, the College shall register and admit the students, including setting any eligibility and prerequisite requirements for the work-based learning experiences.
- C. The College shall have the right to determine policies or procedures for conduct by the Vendor's employees, representatives, or agents regarding the classes covered by this Contract, which shall be the policies or procedures for the College's employees except as otherwise maybe specified in writing by the College and delivered to the Vendor.
- D. The College agrees to designate an employee or agent as the point of communication for the Vendor regarding any aspect of this Contract.
- E. The College will pay the Vendor in accordance with the terms outlined in Exhibit 1.

5. TERMINATION

- A. This Contract may be terminated at any time by mutual written agreement of the parties, which agreement shall state the effective termination date and any other terms and conditions of said termination.
- B. Either party may terminate this Contract upon forty-five (45) days written notice to the other party.
- C. The College may terminate this Contract at the end of any fiscal year if its Board of Trustees does not appropriate funds for this Contract for the next fiscal year. In the event of non-appropriation during any year, the College will give the Vendor forty-five (45) days written notice.
- D. In the event of a material breach of the terms and conditions of this Contract, the non-breaching party, after first giving the other party written notice of the breach and permitting the other party ten (10) calendar days to remedy said breach, may terminate this Contract immediately thereafter if the breach has not been cured. Notwithstanding the foregoing, in the event that a continuing breach would affect the safety and well-being of students, or if granting the breaching party the opportunity to cure could impose an undue hardship on the non-breaching party, this Contract either shall terminate immediately or the breaching party must cure the breach immediately.
- E. In the event of termination under paragraphs A through C of this Section 6, upon termination, neither party shall have any further rights or obligations under this Contract except for those that specifically survive the expiration or termination of this Contract.
- F. In the event of termination under paragraph D of this Section 6, the non-breaching party

may pursue any rights and remedies against the breaching party that are available under applicable law.

6. NONEXCLUSIVITY

This Contract is not exclusive and does not limit the ability of the College to enter into similar agreements for the same or similar services with other vendors.

7. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the Vendor is an independent contractor and that neither it nor any of its employees or agents shall be deemed to be an employee or agent of the College. This Contract does not create a joint venture or business partnership under Texas law. The Vendor assumes full responsibility for the actions of its employees or agents while performing any services incident to the Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, benefits and like requirements and obligations. In no event shall either party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers, students, or any other agents.

8. INSURANCE

The Vendor agrees to provide and maintain during the term of this Contract automobile liability, general liability, professional liability and workers compensation insurance in amounts required by the College and as may be required by applicable law. The Vendor will provide the College with copies of certificates of insurance and any endorsements evidencing such insurance and coverage amounts. Such certificates shall provide that the College will receive thirty (30) days prior written notice before cancellation or alternation of any coverage shown. The College will be added as an additional insured on the automobile liability and general liability policies. The Vendor shall be provide a waiver of subrogation to the College on the automobile liability, general liability, and workers' compensation insurance.

9. NO WAIVER OF IMMUNITY

By entering into and performing under this Contract, the College does not waive or relinquish any immunity or defense to which it is entitled under law on behalf of itself, its trustees, officers, employees, agents, or students.

10. AUTHORIZATION OF AGREEMENT

Each party represents and warrants to the other that the execution of this Contract has been duly authorized and that this Contract constitutes a valid and enforceable obligation of such party according to its terms.

11. NO WAIVER OF BREACH

No waiver of a breach of any provision of this Contract 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 constructed to be a waiver of such breach.

12. RIGHT IN PROPERTY

All title to the Vendor-furnished supplies, equipment, furniture, records, work product, instructional materials, and any intellectual property shall remain the sole property of the Vendor or any third party providing such materials to the Vendor for use under his Contract. All title to College-furnished supplies, equipment, furniture, records, work product, instructional materials, any intellectual property, and/or textbooks shall remain the sole property of the College or any third party providing such materials to the College.

13. NO ASSIGNMENT

No assignment of this Contract or of any duty or obligation or performance of payment hereunder, shall be made by either party, in whole or part, without the prior written consent of the other party.

14. SECTION HEADINGS

The headings of sections and paragraphs contained in this Contract are for convenience only, and they shall not expressly or by implication, limit, define, or extend, or construe the terms or provisions of the sections and paragraphs in this Contract.

15. GOVERNING LAW

The Contract is made in Texas and shall be construed, interpreted and governed by the laws of the State of Texas, both procedurally and substantively, without regard to choice of law or conflicts of law provisions. The parties consent to the sole and exclusive jurisdiction and venue of the state or federal courts of Harris County, Texas for any action under this Contract.

16. THIRD PARTY BENEFICIARIES

Nothing in this Contract shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party.

17. COMPLETE UNDERSTANDING

This Contract shall constitute the complete understanding of the Vendor and the College and supersedes all prior communications, whether written or verbal.

18. AMENDMENTS

This Contract may not be amended, modified, or supplemented in any manner except in writing and signed by both parties.

19. INVALIDITY OF PROVISIONS

If any part of this Contract is found to be invalid, that part of the Contract shall be reformed, if reasonably possible, to comply with the applicable policies, provision of law, statute, or regulation, and the remaining provisions of the Contract shall be fully effective and operative insofar as reasonably possible.

20. NOTICE

Notice for termination and for other purposes under this Contract shall be in writing, and it shall be delivered in person at, or mailed certified mail, return receipt requested to, or by facsimile to:

For the College – San Jacinto College
Attn: TBD
8060 Spencer Highway
Pasadena, TX 77505
TBD
Phone: 281.476.1815
Fax: 281-542-2097

For the Vendor- Harris County Hospital District
Attn: Dr. Cleveland W. Black
2525 Holly Hall
Houston, Texas 77054
Cleveland.Black@harrishealth.org
Phone: 713-634-1550

21. FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Contract or other interruption of service deemed resulting directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either party’s employees, or any similar cause beyond the reasonable control of either party.

22. COUNTERPARTS

This Contract may be executed in duplicate or multiple counterparts, each of which shall have the full force and effect of an original Contract, and each of which shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement to be effective on May, _____ 2016.

San Jacinto Community College District

Harris Health System

By: _____
Chet Lewis, VCFA

By: _____
George Masi, CEO

Date: _____

Date: _____

EXHIBIT 1

Scope of Work

- A. In order to meet the deliverables of the Health Profession Opportunity Grant (HPOG) from the Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Family Assistance (OFA), Award No. 90FX0035-01-00. Grant Program Title – Health Career Pathways Partnership (HCPP) grant. Vendor will:
1. Assist in the outreach and recruitment of participants through VENDOR System and contacts (to include TANF, SNAP, Harris Health Gold Card holders and Low-Income individuals) who meet the eligibility requirements of the HCPP program.
 2. With COLLEGE, host outreach and recruitment activities to VENDOR employees.
 3. Work with COLLEGE staff to identify potential recruits holding Harris Health Gold Cards.
 4. Assign a point of contact to work with COLLEGE contact to execute deliverables.
 5. Review resumes and applications of COLLEGE training completers. Select and provide Work-Based Learning Experiences to 125 students
 6. Reviews and hire acceptable candidates into open positions as appropriate and available.
 7. Participate in HCPP hiring events designed to assist HCPP participants to find health care-related employment.
 8. Provide meeting space and training space, based on availability, for the purpose of recruitment sessions, orientations, interviews, and information sharing to HCPP program participants and partners.
 9. Support and provide the systems and data needed to COLLEGE required for the success of the COLLEGE HCPP program.
 10. Ensure that all documents or recruitment materials are provided or approved by COLLEGE. Materials developed must contain the funding statement, disclaimer, and HPOG logo and be sent to OFA for prior approval. Electronic media must also contain the above elements, as well as links to the official HCPP website and social media accounts. Obtain approval from San Jacinto Community College POC.
 11. Ensure that documents or recruitment materials noted in item 11 above will include: Funding Statement and Disclaimer: “This document was supported by Grant [number of grant] from the Administration for Children and Families, U.S. Department of Health & Human Services (HHS). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of HHS.”
 12. Refer employees and other potential applicants to COLLEGE for guidance through the eligibility determination process.
 13. With COLLEGE, review with partners challenges and best practices to meet the deliverables of the HHS HCPP Grant. Review and document joint and individual practices and focus on continued improvement.

Work-Based Learning Experience Description: The Harris Health System “Work - Based Learning Experience”, is designed to support workforce training for selective professions in the clinical setting. Harris Health will:

- Expand the clinical training of the new graduate by entering into a work based learning experience in the health care profession.
- Assist in identifying alternative labor pools such as low income persons, veterans, and older workers to support at achieving their educational goals.
- Develop advanced alternative training strategies for educating and training health care professionals in the form of an advanced clinical educational program.
- Developing tools and curriculum for enhancing the skills of health care professionals in the clinical setting.
- Enhance the educational clinical experience by providing real time clinical education in a more advance clinical education setting (Trauma care, acute care, etc.).
- Develop strategies to retain and help current health care workers move into higher level positions in shortage areas.
- Helping workers who are training for health care by providing an opportunity to enhance the student clinical skills by providing advance clinical practicum under the direction of an assigned Harris Health mentor.

The students who are enrolled in the Harris Health Work Based Learning Experience must be currently enrolled at San Jacinto Community College (SJCC). Students from SJCC program is recruited by Harris Health System to participate in the WBLE program. Harris Health is responsible for orientation of the selected students to Harris Health System, mentoring, attendance, evaluation of student’s skills in the advanced clinical environment in a real time patient care situation, determining rotations for placement within Harris Health, clinical paperwork, etc.

A. **Number of Students:** Vendor will make available Work-Based Learning Experiences for the number of SJC HCPP completers noted in Table 1 below. Upon completion of WBLE, vendor will invoice COLLEGE.

Table 1: Projected number of WBLE Students by starts per month:

Vendor/Harris Health System Job Titles available for WBLE for program	Programs	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Phlebotomist	Phlebotomy	0	0	4	4	4	3	2	17
C.N.A.	C.N.A.	0	0	4	4	4	3	2	17
EKG Technician	EKG	0	0	4	4	4	3	2	17
PCA/PCT	PCA/PCT Occupation	0	0	4	4	4	3	2	17
Billers and Coder	AAPC Medical Coder Occupation	0	0	4	4	3	3	2	17

B. Cost per Student:

Column A Number of students	Column B Cost per Student	Column C Estimated Annual Contract Amount
125 students. Each student will spend 192 hours in the work – based learning Experience program at Harris Health (which is 16 hours a week for 12 weeks).	<p>The cost per student is \$3,953.00</p> <p>Break Down of Cost:</p> <ol style="list-style-type: none"> 1. Consultation and Administrative cost which covers the complete management of the program (includes managing time and attendance, scheduling of the students, maintaining clinical documentation, student counseling services, etc.) Cost of \$1000.00 per student. 2. Cost of the mentor/supervision of the students during the clinical assignments to include clinical evaluation and coaching of the students, etc. Cost of \$2953.00 per student or 15.38 an hour for student supervision. 	\$494,125.00

Purchase Request #2
Regular Board Meeting May 2, 2016
Consideration of Approval of the Guaranteed Maximum Price for
North Campus Center for Industrial Technology, Phase IV

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve a Guaranteed Maximum Price (GMP) with Durotech, Inc. for Phase IV of the new North Campus Center for Industrial Technology (CIT).

BACKGROUND

Durotech was awarded the Construction Manager-at-Risk contract, Project 14-16, in October 2014 to construct the new North Campus CIT. The company has provided preconstruction services to the design team during the detailed planning and design phases of the project. The GMP for Phase I, site improvements, was approved by the Board at the Special Meeting in August 2015. GMP for Phase II, foundation and structural steel, was approved by the Board at the December 2015 meeting. GMP for Phase III, remaining construction elements, was approved by the Board at the February 2016 meeting. After completion of the Uvalde Road improvement detailed design, Durotech solicited and received bids for Phase IV of the project GMP. The proposals received were assessed for accuracy and scope and based upon thorough evaluation, sub-contractors who offered the best value to the College were selected. The contract includes the requirement for the contractor to comply with Chapter 2258 of the Texas Government Code regarding applicable prevailing wage rates.

IMPACT OF THIS ACTION

The CIT project was planned as a four-phase construction project to ensure construction will be completed in the shortest time possible. Phase I included the site improvements; Phase II included the foundation and structural components of the facility; Phase III included completing the remaining construction elements; and Phase IV will include improvements to Uvalde Road. The delivery of machinery and equipment is scheduled to commence in October 2016 with targeted programs beginning classes in January 2017.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total expenditure for Phase IV is \$1,441,812 and comprises one of four parts of the total GMP for the project. This project is funded by the revenue bond program and is within budget.

MONITORING AND REPORTING TIMELINE

All Phase IV work is estimated to be completed within two hundred seventy (270) calendar days from the Notice to Proceed.

ATTACHMENTS

None

RESOURCE PERSONNEL

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Randi Faust	281-998-6106	randi.faust@sjcd.edu

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the purchase of Amatrol products from Technical Laboratory Systems, Inc. for the Electrical Technology Program at the North Campus.

BACKGROUND

The Electrical Technology Program at San Jacinto College - North Campus is a State of Texas Certified Electrician Apprenticeship program. In addition to the technical education they receive, the students' training time in this program is applicable as part of the 8,000 hours of verified work experience required to sit for the Texas Journeyman Electrician's license exam.

High quality trainers and simulators manufactured by Amatrol are used extensively in this program to increase the depth of learning experience for students, and to add essential "hands-on" training that helps students succeed in the job marketplace. As the program has expanded the College needs to procure new units to expand training capabilities. This new equipment will be incorporated with existing Amatrol in the Center for Industrial Technology. Technical Laboratory Systems has a history of delivering Amatrol products on-time with exemplary service after the sale to the College.

Technical Laboratory Systems is a sole source provider of Amatrol products and is exempt from competitive bidding per Section 44.031(j) of the Texas Education. Sole source number 1363 has been assigned. Technical Laboratory Systems has a contract awarded through the Choice Partners Cooperative, contract number 14/034MP.

IMPACT OF THIS ACTION

The requested hardware will help keep the program current with technology, and meet the demand for additional equipment as a result of the program's increasing enrollment. Equipment to student ratio must be increased to serve the needs of the program and facilitate more hands on training. Amatrol equipment and the services delivered by Technical Laboratory Systems are integral to the program's success; both companies have provided equipment, training, curriculum and support to the Electrical Technology Program.

The hardware will add variable frequency drives (VFDs), Programmable Logic Controllers (PLC's), PLC wiring, Advanced PLC programming Ethernet & HMI technology and troubleshooting to the program completers' repertoire of skills. This equipment is expanding exponentially throughout the commercial and industrial industries and without a working knowledge of this equipment, program completers face will significant disadvantage in the employment marketplace. The complete curriculum along with the Amatrol equipment will have a dramatic impact on the College's ability to teach, train and apply difficult concepts through skill mastery. The equipment matches what students will see and use in industry and therefore provides transferable skills. Expanding the opportunity for hands on training is

Purchase Request #3
Regular Board Meeting May 2, 2016
Consideration of Approval to Purchase Amatrol Equipment

instrumental to the growth of the program and is a key component to student success by delivering market relevant, job-ready skills.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

No additional staffing is required as a direct result of this purchase. The estimated expenditure is \$269,673 to be funded by revenue bonds as part of the Center for Industrial Technology budget.

MONITORING AND REPORTING TIMELINE

The equipment will be delivered in the fall of 2016.

ATTACHMENTS

None

RESOURCE PERSONNEL

Kerry Keith Mix	281-459-7106	Kerry.mix@sjcd.edu
Michael Varnell	281-998-6150 x 7343	Michael.varnell@sjcd.edu
Ann Kokx-Temple	281-998-6103	Ann.kokx-templet@sjcd.edu

Purchase Request #4
Regular Board Meeting May 2, 2016

Consideration of Approval to Renew Contract for Electrical Maintenance Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a renewal of the contract with Alpha Electric Company to provide electrical maintenance services for the College.

BACKGROUND

A request for proposal, Project Number 15-11, was issued in April 2015 to procure electrical maintenance services. The Board approved the original contract with Alpha Electric Company in June 2015. The maintenance department is responsible for maintaining the College's electrical and lighting systems. Services from an outside electrical maintenance firm is required for larger projects and on an as needed basis to assist with emergency repairs that arise throughout the year.

IMPACT OF THIS ACTION

Alpha Electric Co. provides electrical maintenance services when the College does not have the capability to perform these services with our own staff due to the complexity of the project or the time constraints required to complete the work. The qualified licensed electrical contractor will supply staff and equipment on a project specific basis.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$200,000. This expenditure will be funded by the Maintenance department's operating budget for 2015-2016 and subsequent year budgets, subject to approval by the Board.

MONITORING AND REPORTING TIMELINE

This renewal will exercise the first of four (4) one-year contract renewal options. The extended contract term will be June 2, 2016 through June 1, 2017.

ATTACHMENTS

None

RESOURCE PERSONNEL

Bryan Jones	281-998-6120	bryan.jones@sjcd.edu
Ron Andell	281-929-4659	ron.andell@sjcd.edu
Angela Klaus	281-998-6327	angela.klaus@sjcd.edu

Purchase Request #5
Regular Board Meeting May 2, 2016
Consideration of Approval to Purchase Graduation Event License

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve an event license contract with the Houston Astros as the venue for the December 2016 graduation ceremony.

BACKGROUND

This is a licensing agreement with the Houston Astros to host the College's fall commencement ceremony at Minute Maid Park on Sunday, December 11, 2016 at 2:00 PM. This is the third San Jacinto College commencement event held at Minute Maid Park and will serve graduating students from Summer and Fall 2016 semesters. The venue will easily accommodate guest seating of 10,000. The attendance at previous commencement events was estimated at 8,700 guests, 819 graduation participants, and 300 faculty.

Leasing of an event venue is precluded from the competitive bidding requirements mandated by Chapter 44 of the Texas Education Code.

IMPACT OF THIS ACTION

The Fall 2016 commencement ceremony will host an estimated 950 student participants and their guests. If this agreement is not approved it will be necessary to locate another venue that will accommodate graduates, faculty and guests for the fall ceremony.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated expenditure for this request is \$100,000. This expenditure will be funded by the Student Services department's 2015-2016 and 2016-2017 operating budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 – Minute Maid Park Event License Agreement

RESOURCE PERSONNEL

Joanna Zimmermann	281-476-1873	joanna.zimmermann@sjcd.edu
Tami Kelly	281-476-1843	tami.kelly@sjcd.edu
Ann Kokx-Templet	281-998-6103	ann.kokx-templet@sjcd.edu

Minute Maid Park Event License Agreement

This Event License Agreement (this "Agreement") by and between Houston Astros, LLC, a Texas corporation ("Houston Astros, LLC") located at 501 Crawford, Houston, Texas 77002, phone 713-259-8800, and **San Jacinto Community College District**, located at 4624 Fairmont Parkway, Pasadena, TX 77504, phone 281-998-6150, (the "Patron") (the Patron and Houston Astros, LLC are referred to herein as the "Parties" and each a "Party") states as follows:

RECITAL:

Patron desires to engage the services of Houston Astros, LLC to hold an event at the meeting facilities at the Union Station, Conference Center, or Minute Maid Park (any and all facilities referred to herein as the "Ballpark") for Patron, its guest(s), invitee(s) and/or other admittee(s) (collectively, the "Group"). Houston Astros, LLC leases the Ballpark from the Harris County-Houston Sports Authority (the "Sports Authority") and agrees to provide such services according to the terms and conditions set forth below.

AGREEMENT:

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Condition. This Agreement will not be in force until it has been returned by Patron to Houston Astros, LLC fully executed by an authorized officer of Patron and accompanied by payment as set forth in section 3 on or before May 16, 2016.
2. Grant of License. Houston Astros, LLC grants to Patron, and Patron accepts and agrees to exercise a non-exclusive license to obtain access to the common areas of Ballpark made available to Patron and an exclusive license for Patron's event, the details of which (including day, time and space(s) and other conditions) are set forth in Schedule 1 (the "Event"). The exclusive license herein shall be limited to the terms and conditions as set forth in Schedule 1 and subject to the other terms and conditions of this Agreement as specifically set forth herein.
3. Payment. Patron shall pay fifty percent (50%) of the Ballpark and Video Board Rental charges estimated at the time of this Agreement is signed and delivered, which estimate is contained in Exhibit B to this Agreement. The remaining balance of such charges as well as one hundred percent (100%) of the remaining charges estimated in Exhibit B, if any, is due ten (10) days prior to the day of the Event. Patron agrees that actual charges may differ from those initially estimated and that the Group may incur additional charges during the Event. Patron shall pay any difference between total charges actually incurred and payments already made immediately upon the completion of the Event. Notwithstanding the foregoing, Patron shall not be liable for any charges or payments unless Patron is advised of such charges and amounts owed prior to incurring such charges and Patron agrees in writing to such charges in advance. All payments shall be final and non-refundable.
4. Houston Astros, LLC Policies. Patron shall comply with all relevant Houston Astros, LLC policies as set forth in Exhibit A ("Houston Astros, LLC Policies") and with all applicable governmental requirements, shall conduct its activities in the Ballpark in a safe and orderly manner; shall not in any way damage or mar Ballpark or other Houston Astros, LLC property, and shall not interfere with activities of Houston Astros, LLC or the other customers of Houston Astros, LLC. Houston Astros, LLC may enter the licensed facilities at any time to exercise its rights and responsibilities. Houston Astros, LLC may remove from Ballpark any person in the Group who fails to comply with this Agreement or Houston Astros, LLC Policies.

5. Security. Houston Astros, LLC reserves the right to require Patron to engage security for the Event. If so required, Patron shall arrange for security through the conference center coordinator and pay security charges based on current applicable rates per hour, which rates and charges shall be provided to Patron in advance of Patron incurring such charges, and subject to a minimum of four (4) hours.

6. Certificate of Insurance. (a) Patron shall carry and pay premiums for the following insurance types with the following limits:

Commercial General Liability	\$1,000,000.00 combined single limit, bodily injury, personal injury and property damage, per occurrence
Personal and Advertising Injury	\$2,000,000 per occurrence
Employers Liability	\$2,000,000.00 each accident/policy/employee
Automobile Liability	\$2,000,000.00 combined covering all owned, non-owned, leased and hired vehicles
Workers Compensation	Texas Statutory Benefits
General Aggregate	\$2,000,000.00 aggregate per location
Products and Completed Operations Liability	\$2,000,000.00 aggregate
Fire Legal Liability	\$100,000.00 per fire
Umbrella Liability	\$4,000,000.00 per occurrence an in the aggregate providing excess coverage over Employers Liability, Commercial General Liability and Automobile Liability

(b) Except for Workers Compensation Houston Astros, LLC, Harris County-Houston Sports Authority, and each of its subsidiaries or affiliated entities, and its and their directors, officers, employees (“Additional Insureds”) must be named as Additional Insureds. A Waiver of Subrogation endorsement in favor of Houston Astros, LLC shall be issued on all policies. Additionally, each of such policies shall contain an endorsement that it will be primary over any collectible insurance insuring Houston Astros, LLC.

(c) No later than ten (10) days prior to the day of the Event, Patron shall furnish to Houston Astros, LLC a certificate of insurance evidencing the existence of all insurance coverages and limits required herein and including the Additional Insured and Waiver of Subrogation endorsements.

(d) Houston Astros, LLC may require other persons or members of the Group and any vendor engaged by Patron to carry insurance. If so required, Patron shall ensure that such persons, members or organization comply with this section 6.

(e) Patron may elect to purchase TULIP Tennant User Liability Policy provided by Houston Astros LLC/MLB Insurance Broker. Premium quotes available upon request

7. Waiver and Release. Access to certain areas of Ballpark requires a waiver and release. If so required by Houston Astros, LLC, Houston Astros, LLC will furnish the waiver and release form and Patron shall ensure that such forms are executed and returned to Houston Astros, LLC prior to the start time on Schedule 1 for the Event.

8. Move-In; Move-Out. All move-in and move-out times shall be coordinated with and approved by Houston Astros, LLC.

9. Service Charge; Sales Tax. Patron shall pay a twenty percent (20%) service charge on all supplies purchased and all equipment and audiovisual supplies rented from or through Houston Astros, LLC. The Parties acknowledge that Patron, as a governmental entity, is exempt from sales tax. Upon request, Patron will provide the Houston Astros, LLC a copy of its tax exemption certificate.

10. Catering. Patron shall arrange any and all catering of food and beverages from the Houston Astros Hospitality Group.
11. Additional Services. Patron may arrange with Houston Astros, LLC for additional services, subject to availability and the notice requirements set forth in Houston Astros, LLC Policies, and in such event, Patron shall pay for such services in accordance with this Agreement.
12. Alcoholic Beverages. Alcoholic beverages shall not be served at the Event without Houston Astros, LLC's prior approval. Notwithstanding the foregoing, Houston Astros, LLC reserves the right to cause Patron or the beverage provider to discontinue beverage service at any time.
13. Loss and Damage. Houston Astros, LLC assumes no responsibility for the damage or loss of any equipment, goods, displays, or other materials left by the Group prior to, during, or after the Event. Patron shall be responsible for any and all damages to the premises and Houston Astros, LLC property (a) arising from the exercise of the license granted herein or (b) arising from the Group's use of the premises during the Event, including but not limited to, damage caused by any independent contractor engaged by Patron to participate in the setup or coordination of the Event.
14. Cancellation. (a) Patron may cancel the Event by providing written notice to Houston Astros, LLC at least ten (10) days prior to the day of the Event. In such case, Patron shall pay the following scale of charges based on expected gross expenditures:

Cancellation 1 year to 9 months prior to Event	=	25%
Cancellation 6 months to 9 months prior to Event	=	50%
Cancellation 3 months to 6 months prior to Event	=	75%
Cancellation less than 3 months prior to Event	=	100%

Patron agrees that it is difficult to ascertain the harm and damage of a cancellation to Houston Astros, LLC and that the above amounts are reasonable estimates of the loss of compensation, revenue and damages that would result because of a cancellation.

(b) In the event Patron fails to comply with any of its material obligations under this Agreement, Houston Astros, LLC may cancel the Event upon written notice to Patron. In such case, Patron shall be deemed to have cancelled the Event and the applicable cancellation charges under Section 14(a) shall apply.

(c) In addition to Section 14(b), Houston Astros, LLC reserves the right to cancel the Event in its sole discretion not later than (60) days prior to the Event without penalty. In such case, Houston Astros, LLC will notify Patron as soon as reasonably possible of the cancellation and Houston Astros, LLC will refund any payments already made by Patron. In addition to the return of deposit as set forth herein, within ten (10) days after notice of cancellation, Houston Astros LLC shall pay to Patron as liquidated damages and not as a penalty, the amount of ten thousand dollars (\$10,000.00) ("Liquidated Damages"). The parties agree to the payment of the Liquidated Damages because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such cancellation and efforts to relocate the Patron's Event. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Patron's costs and damages, considering all the circumstances existing as of the date of this Agreement. For avoidance of doubt, Force Majeure shall not be considered a cancellation pursuant to this Section.

15. RELEASE. TO THE EXTENT PERMITTED BY LAW, PATRON WAIVES ALL CLAIMS OR CAUSES OF ACTION AGAINST HOUSTON ASTROS LLC, THE HARRIS COUNTY HOUSTON SPORTS AUTHORITY, THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, CONTRACTORS AND AGENTS (THE "HOUSTON ASTROS LLC RELEASED PARTIES") FROM ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON IN, UPON, OR ABOUT THE PREMISES OF MINUTE MAID PARK CAUSED BY, RESULTING FROM, ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE BALLPARK FOR THE EVENT BY PATRON, ITS EMPLOYEES, AGENTS OR INVITEES OR THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT AND TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE HOUSTON ASTROS LLC RELEASED PARTY.

- 16. Force Majeure. Neither Party shall be obligated to perform hereunder and neither Party shall be deemed to be in default if its performance is prevented by (i) fire, earthquake, flood, act of God, riot, civil commotion, or other occurrence or condition of a like nature; or (ii) any law, ordinance, rule, regulation, or order of any public or military authority stemming from existence of economic controls, riot, hostilities, war, or governmental policy.
- 17. Limitation of Liability. In no event shall either Party be liable to the other Party for special damages or consequential damages (including without limitation damages for loss of profits), whether such special or consequential damages are based on tort, breach of agreement, representation, warranty, or otherwise, in connection with any matter in relation to the subject matter of this Agreement.
- 18. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The Parties irrevocably consent to the jurisdiction of the state and federal courts located within Harris County, Texas and hereby waive all objections to personal jurisdiction or venue in such courts with respect to all matters pertaining to this Agreement.
- 19. Construction Activities. Patron acknowledges that certain construction activities may take place at the Ballpark during the Event, such construction activities may be visible from the Event facilities and noise typical of such construction activities may be audible from the Event facilities.
- 20. Incorporation of Exhibits. All Schedules and Exhibits attached to this Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

PATRON:

HOUSTON ASTROS, LLC:

San Jacinto Community College District

Houston Astros, LLC, d/b/a Conference Center at Minute Maid Park

Chet Lewis

Stephanie Stegall
Director, Event Booking and Sales

Date: _____

Date: _____

**Schedule 1
Event Details**

EVENT NAME: San Jacinto Community College District Graduation

RENTAL FEE: \$50,000 plus estimated ancillary charges outlined in Exhibit B

DATE: December 11, 2016

NUMBER OF ATTENDEES: Graduates: 950
Attendees: 8,500
Final numbers to be submitted to the Houston Astros no later than 14 days prior to the event.

SCHEDULE:

4:30 a.m.
Stage and Pipe and Drape vendor arrive for set-up

9:30 a.m.
Audio Visual vendor arrives for installation

10:30 a.m.
Stage set-up complete
San Jacinto staff arrives for set-up in Atrium, Union Station Lobby, Diamond Club and Depot

11:30 a.m.
Sound check

12:30 p.m.
Gates open
Students and guests arrive

2:00 p.m. - 5:00 p.m.
Ceremony

5:00 p.m.
Ceremony ends

5:30 p.m.
Ballpark cleared of graduates and guests

5:00 p.m. - 10:00 p.m.
Load out

Times provided are based on the timeline of previous graduations held at Minute Maid Park. All load-in times are subject to change.

LOCATION OF SPACE: Atrium: Graduate entrance Center Field Gate, Right Field Gate, and Clock Tower/ South Home Plate Entrance: General public entrance and exit Depot: Administration dressing area Diamond Club: Faculty dressing area Entire Main Concourse: TBD

Field Level: Stage

Guest Seating: Sections 116-156 (based on attendance numbers)

Student Seating: Sections 110 and 111 prior to procession and 128 and 129 after procession

Union Station Lobby: Graduate dressing area

Warning Track: Procession and ceremony

AIR CONDITIONING:

The roof will be closed for the entirety of the event. If air conditioning is requested a fee of \$2,400 per hour will apply with a minimum of a 3 hour pre-cool.

AUDIOVISUAL/SOUND:

All outside audiovisual and/or sound vendors must be approved by San Jacinto Community College District no later than 30 days prior to the event.

STAGE:

Included in estimated ancillary charges. If staging needs change and are approved by the Houston Astros additional fees may apply.

VIDEO BOARD:

Included in estimated ancillary charges based on a 3 hour ceremony. Includes 2 camera operators and video board staffing.

PARKING:

Parking will be offered at \$10.00 per spot in available Houston Astros controlled lots. Parking lot attendees are included in the venue rental fee and will be secured through the Houston Astros. All attendees are encouraged to park in the Houston Astros controlled lots, but can park in privately owned lots surrounding Minute Maid Park.



Exhibit A

Houston Astros, LLC Rules, Policies and Regulations

1. **PARKING.** If your event overlaps with an Astros home baseball game, stadium parking lots will not be accessible, and any cars that remain in such parking lots may be towed at the owner's expense. Otherwise, parking may be available in Houston Astros, LLC-controlled lots (please confirm with your Conference Center Coordinator to see if fees apply). Your guests may find parking in any of the privately owned lots surrounding Minute Maid Park.
2. **VALET PARKING.** All valet parking needs can be coordinated through your Conference Center Coordinator. If you arrange your own valet parking service, you must use an Astros-approved vendor and ensure all required paperwork is filed and applicable fees are paid for lane closures.
3. **CATERING.** For per person meeting packages, please contact the Conference Center Coordinator. For all other events, please contact Greg Herbst, Director of Sales for the Houston Astros Hospitality Group, at 713-259-8006. All food and beverage selections must be made fourteen (14) days prior to the day of your event.
4. **GUEST COUNT.** A final guest count must be provided to Houston Astros, LLC no later than fourteen (14) days prior to the day of the event.
5. **SECURITY.** Houston Astros, LLC may require security in the form of Houston Police Department officers for certain events. In such case, security arrangements can be made at an additional charge through your Conference Center Coordinator. Houston Astros, LLC may require security arrangements at an additional charge for exhibits, merchandise or articles set-up prior to your event.
6. **PATRON'S AGENTS; CREDENTIALS.** Houston Astros, LLC must approve all vendors, staff and agents engaged by you for the event and the move-in and move-out thereof. You must provide credentials for all vendors, staff and agents which display the person's name and the name of his or her company. Credentials must be approved by Houston Astros, LLC no later than two (2) weeks prior to the day of the event. Credentials must be worn at all times for access to Minute Maid Park, including during move-in and move-out of the event. In some cases, additional identification may be required for entrance to the ballpark. Houston Astros, LLC will not grant to anyone without credentials access to the ballpark.
7. **BEVERAGE POLICY.** Specific requirements apply to alcoholic beverages. If alcoholic beverages are to be served at the event, Houston Astros, LLC shall require beverages to be dispensed only by authorized servers and bartenders and that you and everyone in your group abide by all laws. Alcoholic beverages served in Minute Maid Park may not be removed from the confines of Minute Maid Park. The Atrium and Main Concourse of Minute Maid Park have a beer and wine only license from March 15 through November 1 each year. If alcoholic beverages are requested for the event, the Houston Astros Hospitality Group will request the required permission from the Texas Alcoholic Beverage Commission and notify Patron. For the remainder of the year, all types of alcohol may be served. Houston Astros, LLC policy requires (i) proper identification of any person of questionable age and refusal of alcoholic beverage service if the person is either underage or if proper identification cannot be produced, and (ii) refusal of alcoholic beverage service to any person who, in the judgment of the server, appears intoxicated. Houston Astros, LLC reserves the right to cause Patron or the beverage provider to discontinue beverage service at any time. These rules apply to all guests who attend the event. Depending upon the event, additional requirements with respect to alcoholic beverages may apply. Houston Astros, LLC encourages all groups to make alternative transportation arrangements when alcoholic beverages are served and to establish a designated driver program for safe transportation from the event.

8. **EVENT ROOMS** – Houston Astros, LLC assigns event rooms and specific meeting areas according to the number of people scheduled to attend. Should attendance of the group decrease or increase, Houston Astros, LLC reserves the right to move, without notification, the group to a room or area more suitable for the anticipated attendance.
9. **FLOOR PLANS** - Floor plans are available upon request. You may request a specific setup. All diagrams must be submitted to Houston Astros, LLC no later than thirty (30) days prior to the day of the event. All diagrams must comply with all laws, ordinances and codes.
10. **DECORATIONS** - Decorations must meet all safety standards and laws and the approval of Houston Astros, LLC. Affixing of anything to the wall, floor or ceiling of any room with nails, staples, tape or any other substance requires the prior written approval of Houston Astros, LLC.
11. **DANCE FLOOR AND STAGING** - You must submit all dance floor, staging, lighting and like requests to Houston Astros, LLC for approval no later than thirty-five (35) days prior to the day of the event. The request shall include dimensions, weight and pressure points, as well as a diagram of how each item will be set up on the floor. All requests are subject to approval by Houston Astros, LLC. The rental companies from which the stage and dance floor are rented must be approved by Houston Astros, LLC and must adhere to all policies put forth by Houston Astros, LLC.
12. **EXHIBITS**. You must furnish exhibit layout and electrical requirements to Houston Astros, LLC no later than sixty (60) days in advance of the event. You must also obtain approval of the layout from the Houston Fire Department. Houston Astros, LLC will supply reasonable electric power for the event. Additional electrical power is available for most event rooms. Charges for additional electrical power will be based on the labor involved and actual power usage.
13. **AUDIO VISUAL**. Audio visual equipment must be rented from Houston Astros, LLC. Should additional equipment be required, such requests must be made seven (7) days prior to the day of the event and Houston Astros, LLC will make arrangements with an outside vendor and charge the rental fee to you.
14. **FIELD USE**. All persons allowed on the field must be eighteen (18) years of age or older. All persons must execute and sign a waiver and release before allowed on the field. Only tennis shoes are allowed on the field; no metal cleats, spikes, or softball or baseball shoes are allowed at any time.
15. **ROOF**. Houston Astros, LLC has the sole discretion on the roof's placement and movement, based on factors including but not limited to staging, decoration and weather.
16. **ADDITIONAL STAFF**. Depending on the circumstances of your event, Houston Astros, LLC may require additional staff, including but not limited to first aid personnel and set-up staff, for your event at an additional charge. Additionally, the fire marshal may require a fire watch for your event at an additional charge.
17. **SHIPPING AND RECEIVING** - The Conference Center has limited storage space. Special arrangements must be made for receiving any equipment, goods, displays, or other materials that will be sent, delivered, or brought into the Conference Center. Failure to do this may result in deliveries being refused or materials being unavailable when required. The Conference Center is open from 8:30 a.m. - 5:30 p.m. Monday through Friday.
 - a. Any materials (maximum weight fifteen (15) pounds per item) sent to the Conference Center must have the following information:
 - i. "HOLD FOR ARRIVAL ATTN:" and your name and organization;
 - ii. Event name;
 - iii. Arrival date;
 - iv. Complete return address; and

v. Address package as follows:

Minute Maid Park Special Events
[Attn: Event or Company Name]
1800 Congress
Houston, TX 77002

- b. The Conference Center will receive packages for events up to three (3) days prior to the day of the event. No C.O.D.s will be accepted for packages.
- c. You will be charged for any items shipped to and/or stored at the Conference Center. The following fees apply to all incoming and outgoing packages:

Packages under 25 lbs	\$15.00 per package
Packages 25 lbs - 50 lbs	\$25.00 per package
Packages over 50lbs	\$35.00 per package

(Should a forklift and driver be needed, additional charges will apply)

- d. All packages received over fifteen (15) pounds must be coordinated through the Conference Center Coordinator and delivered to the Minute Maid Park Loading Dock. These packages must be sent to the loading dock address and, upon approval, can be received up to three (3) days prior to the day of the event. Prices will be charged accordingly.
- e. All packages sent over fifteen (15) pounds must be coordinated through the Conference Center Coordinator. Package must be packed, taped and ready for shipping. Prices will be charged accordingly.

Exhibit B Estimated Ancillary Charges

Charges are purely “estimated” and may change if the scope of the event changes.

Venue Rental

Category	Times	Quantity	Cost	Number of Hours	Cost
Entire Ballpark	4:30 a.m. - 10:00 p.m.	1	\$50,000.00	N/A	\$50,000.00
Parking	12:30 p.m. - 5:30 p.m.	1,900 spots	\$10 per spot	5	\$10 per spot
Video Board	12:30 p.m. - 5:30 p.m.	1	\$5,000.00	5	\$5,000.00

Audio Visual

Category	Times	Quantity	Cost	Number of Hours	Cost
Vendor Sound Rental	12:30 p.m. - 5:30 p.m.	1	\$7,500.00	5	\$7,500.00

Dressing Rooms

Category	Times	Quantity	Cost	Number of Hours	Cost
Depot	12:30 p.m. - 2:00 p.m.	50 Administrators	Included	1.5	Included
Diamond Club	12:30 p.m. - 2:00 p.m.	300 Faculty	Included	1.5	Included
Union Station Lobby	12:30 p.m. - 2:00 p.m.	950 Graduates	Included	1.5	Included

Facilities

Location	Times	Number of Staff	Cost Per Person	Number of Hours	Cost
Entire Ballpark		Cleaning			\$5,000.00

Field

Category	Times	Quantity	Cost	Number of Hours	Cost
Field Lights Event	12:30 p.m. - 5:30 p.m.	4	\$175.00	5	\$3,500.00
Field Lights Load In	4:30 a.m. - 12:30 p.m.	2	\$175.00	8	\$2,800.00
Field Lights Load Out	5:30 p.m. - 10:00 p.m.	2	\$175.00	4.5	\$1,575.00

Staff	Times	Safety Number of Staff	Cost Per Person	Number of Hours	Cost
HPD	12:30 p.m. - 5:30 p.m.	10	\$38.00	5	\$1,900.00
Fire Marshal	12:30 p.m. - 5:30 p.m.	1	\$95.00	5	\$475.00
First Aid	12:30 p.m. - 5:30 p.m.	4	\$31.00	5	\$620.00
Platinum Event	12:30 p.m. - 5:30 p.m.	25	\$25.00	5	\$3,125.00

Staff

Staff	Times	Number of Staff	Cost Per Person	Number of Hours	Cost
Event Staff	12:30 p.m. - 5:30 p.m.	45	\$14.00	5	\$3,150.00

Staging

Category	Times	Size	Cost	Number of Hours	Cost
Pipe & Drape	12:30 p.m. - 5:30 p.m.		\$5,000.00	5	\$5,000.00
Staging	12:30 p.m. - 5:30 p.m.	48' x 24' x 4'	\$5,000.00	5	\$5,000.00

Exhibit C Event Diagram

No changes can be made to the attached event diagram unless approved through the Houston Astros.



Purchase Request #6
Regular Board Meeting May 2, 2016
Consideration of Approval to Renew Contract for
Beverage Vending and Pouring Rights

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a renewal of the contract for Beverage Vending and Pouring Rights from Coca-Cola Refreshments USA, Inc., d/b/a Houston Coca-Cola Bottling Company.

BACKGROUND

A request for proposals, Project Number 09-27, was issued in April 2009 to provide beverage vending and pouring rights services for the College. The Board approved the original contract with Houston Coca-Cola Bottling Company in April 2009. Vending services are managed by the Auxiliary Services department and are structured as a revenue-generating service contract.

IMPACT OF THIS ACTION

Houston Coca-Cola Bottling Company has proven to be both a responsive and responsible vendor. They respond timely to vending issues which occur on the campuses and consistently strive to expand their customer base which results in additional revenue generated for the College. Since the initial contract award they have proactively updated many of their machines to include card readers to accept credit and debit card payments which allows them to remain competitive with the other snack and beverage providers on campuses, i.e., Barnes and Noble, Starbucks, and food services outlets.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$100,000. This expenditure will be funded by the Auxiliary Services department's 2015-2016 and 2016-2017 operating budgets, subject to Board approval. Based on historical data, the projected annual commission amount received from vending machines is \$140,000.

MONITORING AND REPORTING TIMELINE

This renewal will exercise the third of five one-year contract renewal options available. The extended contract term will be May 1, 2016 through April 30, 2017.

ATTACHMENTS

None

RESOURCE PERSONNEL

Hilda Boyce	281-991-2627	hilda.boyce@sjcd.edu
Genie Freeman-Scholes	281-998-6349	genevieve.scholes@sjcd.edu

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a renewal of the contract for annual financial audit services from Doeren Mayhew, P.C. for the Accounting and Financial Services department.

BACKGROUND

As required by state and federal laws and College Board policy, the financial records of the College are independently audited on an annual basis. The independent auditors examine the financial statements prepared by the College and express an opinion on the fair presentation of the financial statements and whether or not they are prepared in accordance with generally accepted accounting principles. A request for proposals, Project Number 15-08, was issued in February 2015 to procure audit services. The Board approved this contract with Doeren Mayhew, P.C. in May 2015.

IMPACT OF THIS ACTION

The firm will be engaged to perform the audit in accordance with the standards prescribed in the Statements on Auditing Standards promulgated by the American Institute of Certified Public Accountants. In addition, the audit will meet the requirements established by the Texas Higher Education Coordinating Board and the Single Audit Act of 1996. Doeren Mayhew, P.C., is also retained to perform an annual audit of the San Jacinto College Foundation financial records.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$84,000 which includes the College audit as well as the Foundation audit. This expenditure is funded by the Vice Chancellor of Fiscal Affairs' 2015-2016 operating budget and subsequent year budgets, subject to approval by the Board.

MONITORING AND REPORTING TIMELINE

This renewal will exercise the first of four one-year renewal options. The new contract term will be May 5, 2016 through May 4, 2017.

ATTACHMENTS

None

RESOURCE PERSONNEL

Chet Lewis	281-998-6306	chet.lewis@sjcd.edu
Bill Dickerson	281-998-6142	bill.dickerson@sjcd.edu
Genie Freeman-Scholes	281-998-6349	genevieve.scholes@sjcd.edu

Purchase Request #8
Regular Board Meeting May 2, 2016

Consideration of Approval to Renew Contract for Consumable Welding Products

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve a renewal of the contract to purchase consumable welding products from Lincoln Electric for the North and Central Campus Welding departments.

BACKGROUND

An invitation for bids, Project Number 15-10, was issued in April 2015 to procure consumable welding products for Central and North Welding Technology courses. The Board approved the original contract with Lincoln Electric in June 2015.

Welding Technology courses have been offered at Central Campus since 1972 and at North Campus since 1976. The programs offer 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

Consumable welding products such as welding rods, wires, and tools are needed on a daily basis to teach welding students. Lincoln Electric offers a special higher education pricing program and taking advantage of that discounted pricing plan provides an added cost savings, which can be utilized elsewhere to offset other program expenses.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure is \$60,000 and will be funded by the North and Central Welding departments' 2015-2016 operating budgets and subsequent year budgets, subject to approval by the Board.

MONITORING AND REPORTING TIMELINE

This renewal will exercise the first of three (3) one-year contract renewal options. The extended contract term will be June 2, 2016 through June 1, 2017.

ATTACHMENTS

None

RESOURCE PERSONNEL

Kerry Mix	281-459-7106	kerry.mix@sjcd.edu
Jeff Parks	281-476-1806	jeffrey.parks@sjcd.edu
Eddie Foster	281-459-7178	eddie.foster@sjcd.edu
Angela Klaus	281-998-6327	angela.klaus@sjcd.edu

Consideration of Approval of Method of Procurement for North Campus Central Plant

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approve the Competitive Sealed Proposal (CSP) procurement methodology for procurement and installation of a replacement heating, ventilating, and air conditioning (HVAC) chiller system and associated equipment at the North Campus.

BACKGROUND

This request will provide for the procurement and installation of a new 800-ton refrigeration chiller system and associated pumps, piping and control systems. The existing chiller is a 650-ton system that is 23 years old. Typically, commercial refrigeration systems have a 20 year life span. With the critical nature of this chiller to HVAC operations at the North Campus, consideration must be given to averting a catastrophic failure of the chiller as this machine approaches end of life.

Energy efficiency of large chilling systems is also a major consideration. The proposed new chiller system's efficiency is a substantial improvement compared to the existing unit. The previous system provided 1.52 tons refrigeration/kilowatt. The new, proposed system will provide 1.72 tons refrigeration/kilowatt. This represents a 13 percent improvement in efficiency.

Detailed specifications and project plans will be developed by ACR Engineering to be used as part of the document package required for public solicitation of construction proposals utilizing the CSP procurement method in accordance with the Texas Government Code, Section 2269.151.

IMPACT OF THIS ACTION

Catastrophic failure of the 650-ton refrigeration chiller would cause significant impact to teaching conditions at the North Campus, as there is minimal reserve chilling capacity currently installed. Additionally, energy efficiency of a new chiller system will allow for reduced operating cost.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The project will be funded by 2008 Bond program funds.

MONITORING AND REPORTING TIMELINE

It is expected that this project will be completed in one hundred eighty (180) calendar days following approval to proceed. Work will be managed by the College Facilities Services personnel.

ATTACHMENTS

None

Purchase Request #9
Regular Board Meeting May 2, 2016

Consideration of Approval of Method of Procurement for North Campus Central Plant

RESOURCE PERSONNEL

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Bill Dowell	281-998-6122	william.dowell@sjcd.edu
David Laws	281-476-1846	david.laws@sjcd.edu
Randi Faust	281-998-6106	randi.faust@sjcd.edu

Item "A"
Regular Board Meeting May 2, 2016
Approval of the Minutes for the April 4, 2016
Board Workshop and Regular Board Meeting

RECOMMENDATION

The Chancellor requests that the Board of Trustees approve the minutes for the April 4, 2016, Board Workshop and Regular Board Meeting.

**San Jacinto College District Board Workshop
April 4, 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: Chet Lewis, Mandi Reiland, Steve Trncak
	Agenda Item:	Discussion/Information
I.	Call the Meeting to Order	Workshop began at 5:03 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 551.072 & 551.074, of the Texas Open Meetings Act, for the following purposes: Real Estate and Personnel Matters	Adjourned to closed session at 5:04 p.m. Chet Lewis and Steve Trncak were present for executive session.
IV.	Reconvene in Open Meeting	Reconvened in open meeting at 5:24 p.m.

<p>V.</p>	<p>Review Outcomes of Bond Sale</p>	<p>Chet Lewis gave an overview of the outcomes of the Bond sale. Chet referenced the handout that was distributed. The first page shows the summary of the financing results which includes Series 2016A and Series 2016B. On March 21st, the College priced and sold the bonds. Series A has a 3.064% bond yield and Series B has a 2.915% bond yield. Series B is lower because it has a shorter life. The College saved approximately \$5.6 million discounted value with the refunding. The second page of the handout shows bond pricing by maturity date. The third page shows a recap of savings by year. Overall, there was approximately \$7.7 million of actual savings through the life of the bonds. Also, included for the Board’s review was the underwriter’s discount and costs of issuance. RBC put together a recap that explains the pre-sale activities, the bond sale, and post bond sale. Chet summarized that the City of Houston and Houston ISD anticipated sales within the same timeframe as the College. The week prior to the College’s planned sale, the City of Houston status with Moody’s and Standard and Poor’s was downgraded. Chet and RBC were concerned that if the College posted bond sales on the same day, with similar ratings, there would be a negative outlook on the College’s bond sales. We accelerated by one day which ended up potentially saving the College approximately \$610,000.</p> <p>Brenda explained that JPMorgan was the lead but that there were five other underwriting partners.</p>
<p>VI.</p>	<p>Review Property Insurance Renewal</p>	<p>Chet explained the action item for tonight recommends that the Board of Trustees approve the renewal of the contract for property insurance coverage with McGriff, Seibels & Williams for a two-year period beginning May 1, 2016 and ending April 30, 2018. Overall, the total price is \$1,554,058. The premium rate of \$0.249 cents per hundred dollars of insured value signifies a decline for a fourth consecutive year. The coverage limits remain the same with a maximum 2 percent deductible and a named storm deductible cap of \$2.5 million. This coverage also includes the new Maritime Campus.</p> <p>Brenda referenced the third page of the handout that gives a summary of the premiums.</p> <p>Chet stated that this agreement will lock in the price, but it does not mean that we have to use McGrigg, Seibels & Williams in the second year.</p>

<p>VII.</p>	<p>Review Tuition and Fees and Dual Credit Exemption Proposal</p>	<p>Brenda gave an overview of the proposed increase in the semester credit hour (SCH) tuition schedule, an increase in the general service fee, and the addition of a course fee. All charges would be effective for the Fall 2016 semester.</p> <p>The recommended tuition increases are as follows:</p> <ul style="list-style-type: none"> • \$3 per SCH increase in the in-district tuition rate (from \$47 to \$50) • \$6 per SCH increase in the out-of-district tuition rate (from \$89 to \$95) • \$11 per SCH increase in the non-resident tuition rate (from \$149 to \$160) <p>The recommended fee changes are as follows:</p> <ul style="list-style-type: none"> • \$10 per semester increase in the general service fee (from \$140 to \$150) • Course fees ranging from \$2 per credit hour to \$7 per credit hour <p>Additionally, it is recommended that the dual credit exemption be increased from 70 percent to 75 percent.</p> <p>Brenda explained that the projected net increase in revenue is approximately \$3.6 million. Based on approximately 576,000 semester credit hours generated during the last fiscal year (Fall 2014, Spring 2015, and Summer 2015), the proposed tuition and fee increases will produce approximately \$3.8 million additional net revenue. Increasing the dual credit exemption to 75 percent will increase the total exemptions by approximately \$188,000. The net effect of increasing the dual credit exemptions to 75 percent would reduce the additional net revenue to approximately \$3.6 million. The proposed revenue increase will be generated in fiscal year 2016-2017 and will be included in the budget development process to address needs and annual goals established during the strategic planning process.</p> <p>Brenda explained that she will send the summary of changes to the superintendents so they are aware of the changes that will go into effect Fall 2016.</p> <p>Brenda stated that she was at an interim hearing on dual credit last week and the week before she testified on community college funding. Dual credit is getting a lot of conversations</p>
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		<p>regarding different cost structures. There were questions about why some colleges are providing dual credit for free and some are not. For San Jacinto College, it is important to continue to be competitive especially in light of Senate Bill 1004. Brenda stated that we need to continue to review our exemptions for dual credit, because the trend is moving toward offering free tuition for dual credit to independent school districts within and outside of college taxing districts.</p> <p>Brenda explained that she met with representatives from Sheldon ISD regarding their STEM program. They asked about textbook costs and what we are doing about that. Brenda explained the charge that the Board has given regarding lowering costs to students.</p> <p>Brenda stated that we will continue to review the dual credit and early college high school models that we have in place.</p>
VIII.	Review Incidental and Lab Fee Changes	<p>Brenda reviewed the incidental and lab fee changes.</p> <p>The proposed fee changes have been recommended and approved through the Fall 2015 curriculum process. All curriculum revisions including incidental and laboratory fees are reviewed and approved by District Curriculum Steering Committee, the Instruction and Student Services Council, and the Provosts.</p> <p>New fees are either due to new course offerings or additional course requirements that necessitated establishment of new fees. Fees modifications result from either increased or reduced lab requirements, changes in accreditation requirements, or increases in certification fees charged on a headcount basis. In some cases, previously charged fees are no longer required, and a recommendation is being made to remove them.</p> <p>Brenda pointed out the fees for music classes are primarily fees for private lessons.</p>
IX.	Review Construction Manager at Risk for Center for Petrochemical, Energy, and Technology	<p>Chet explained the recommendation is for the Board of Trustees to approve a Construction Manager-at-Risk (CMR) contract with Tellepsen to construct the new Central Campus Center for Petrochemical, Energy, and Technology. The five finalists were ranked using numerical assessments from each segment, and Tellepsen earned the highest overall score. The total estimated construction expenditure for this project is \$39,300,356. Fixed costs for the duration of the project are, pending successful</p>

		<p>contract negotiations, not to exceed the preconstruction amount of \$45,000, an estimated monthly general conditions amount of \$100,960, and the construction management fee of 2.0 percent as submitted by Tellepsen in their RFP response. The project’s guaranteed maximum price of construction will be developed as design and construction plans progress.</p> <p>Marie pointed out that some companies that did not meet qualifications have done work for us before, and that is surprising.</p> <p>Brenda stated that part of that could be due to the glycol unit, which is a specialized area. Randy Boeding, our petrochem consultant, was very comfortable with Tellepsen and the process.</p> <p>Brenda explained that she had an update meeting with the advisory group last week. There is a group working on curriculum headed by Lyondell Bassell. Shell is leading the instrumentation group and non-destructive testing group. They are making great progress.</p> <p>Dr. Wheeler asked about the architect’s involvement. Brenda explained that Calvin Powitzky has preliminary drawings but is waiting to make changes based on the recommendations from the advisory council and sub committees.</p>
<p>X.</p>	<p>Review Pilot Programs for Alternate Work Schedules and Recognition</p>	<p>Steve gave an overview of the two recommended pilot programs that will kick off in Fall 2016. He explained the strategic linkage that ties back to our goals and the importance of creating the right work environment. The employee value proposition has five factors which include: direct financial, affiliation, work content, indirect financial, and career.</p> <p>The employee recognition program includes the monument award program which is designed to acknowledge individual or team accomplishments that support the College strategic goals and core values. This recognition program has three categories of recognition. They are Going the Extra Mile (GEM), Living the Values, and Monument Award. The program applies to all full-time and part-time employees. We need to celebrate success more, and this program encourages that. The Gem award category is online digital badges that appear on an employee’s profile in the talent management platform. Living the Values is a recognition given to individuals who demonstrate and sustain the College values. An immediate leader, senior leader, or</p>

		<p>Strategic Leadership Team member can nominate an employee for this award. The Monument Award is aimed towards team recognition.</p> <p>The alternate work schedule is a scheduling arrangement for periods that exceed one week and permits a variation of the employee’s starting and departure times, but does not alter the total number of hours worked in a work. Typical schedule options would be flex time, 4/10’s, 9/80’s, and telecommuting. The rationale behind providing the alternate work schedules and telecommuting is to provide attraction and retention strategies for candidates and current employees around schedule flexibility while providing adequate staffing and work continuity for peak periods, high quality uninterrupted customer service, and extended business hour coverage.</p> <p>All full-time staff and administrators are eligible for consideration. Steve noted that teaching faculty utilize the teaching schedule established each semester. We are piloting this and starting slow and building over time.</p> <p>Marie asked how a student or parent could recommend someone for a recognition. Steve explained that we can look at this and how to do it.</p>
XI.	General Discussion of Meeting Items	There were no other items discussed.
XII.	Calendar	Brenda reviewed the Board calendar.
XIII.	Adjournment	Workshop adjourned at 6:29 p.m.

**San Jacinto College District
Board Meeting Minutes**

April 4, 2016

The Board of Trustees of the San Jacinto Community College District met at 7:00 p.m., Monday, April 4, 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:

Sandra Alaniz	Ann Kokx-Templet
Richard Bailey	Chet Lewis
Joshua Banks	Kevin McKisson
James Braswell	Kevin Morris
Michelle Callaway	Catherine O'Brien
Pam Campbell	Alexander Okwonna
Teri Crawford	Jeff Parks
Suzanne DeBlanc	Nancy Pierce
Bill Dickerson	Christina Potts
Karen Duston	Bill Raffetto
Ludith González	Shelley Rinehart
George González	Gabriel Rodriguez
Rebecca Goosen	Shawn Silman
Clarence Grier	Rob Stanicic
Terry Hargus	Janice Sullivan
Allatia Harris	Andrea Vasquez
Joseph Hebert	Andrew Vines
Clare Iannelli	Van Wigginton
Sallie Kay Janes	Laurel Williamson
Michael Kane	Craig Zimmerman
Ruth Keenan	Joanna Zimmermann
Tami Kelly	

Call the Meeting to order:	Chair Dan Mims called the regular meeting of the Board of Trustees to order at 7:01 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 Kevin Morris. The pledges to the American flag and the Texas flag were led by Marie Flickinger.
Special Announcements, Recognitions, and Presentations:	<ol style="list-style-type: none"> 1. Dr. Allatia Harris gave an overview of the Mindtrekkers STEM carnival from March 10-11, 2016. She showed a video and recognized Ludith Gonzalez for her efforts in coordinating the event. 2. Dr. Williamson recognized San Jacinto College for receiving the Hispanic Serving Institutions Excellence in Retention and Transition Award.
Student Success Presentations:	<ol style="list-style-type: none"> 1. Andrew Vines provided an overview of the Engineering Program at San Jacinto College. 2. George González gave an overview of the 2015 Fall course retention and success rates. 3. Dan Mims and Dr. Ruede Wheeler spoke about their experience at the 2016 Board of Trustees Institute. Dan Mims read the commitment to action.
Communications to the Board:	<ol style="list-style-type: none"> 1. A thank you was sent to the Board from George and Susana González, for the plant send in memory of their father.
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 9701
Consideration of
Approval of
Amendment to the
2015-2016 Budget
for Restricted
Revenue and
Expenses Relating
to Federal and State
Grants**

Motion was made by John Moon, Jr., seconded by Keith Sinor, for 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

**Motion 9702
Consideration of
Approval of Closure
of the Central
Campus Golf
Course**

Motion was made by Larry Wilson, seconded by Marie Flickinger, for Approval of Closure of the Central Campus Golf Course.

Motion Carried.

Yeas: Flickinger, Hance, Moon, Jr., Sinor, Wilson, Wheeler

Nays: None

**Motion 9703
Consideration of
Approval of
Increase in Tuition
and Fees and an
Increase in Dual
Credit Exemption**

Motion was made by Dr. Ruede Wheeler, seconded by Brad Hance, for Approval of Increase in Tuition and Fees and an Increase in Dual Credit Exemption.

Motion Carried.

Yeas: Flickinger, Hance, Moon, Jr., Sinor, Wilson, Wheeler

Nays: None

**Motion 9704
Consideration of
Approval to Modify
Incidental & Lab
Fees**

Motion was made by Keith Sinor, seconded by Marie Flickinger, for Approval to Modify Incidental & Lab Fees.

Motion Carried.

Yeas: Flickinger, Hance, Moon, Jr., Sinor, Wilson, Wheeler

Nays: None

**Motion 9705
Consideration of
Purchasing
Requests**

Motion was made by John Moon, Jr., seconded by Marie Flickinger, for approval of the purchasing requests.

Purchase Request #1 -
Property Insurance \$1,554,058

Purchase Request #2 -
Casualty Insurance 125,390

Purchase Request #3 - Expenditures for Internship Positions	1,543,340
Purchase Request #4 - Utilities Interconnection Services	218,000
Purchase Request #5 - Renew Contract for Snack Vending Services	-
Purchase Request #6 - Change Funding Source for Baseball Training Facility at at North Campus	_____ -
Total:	\$3,485,788

Larry Wilson commented on Purchase Request #4 for Utilities Interconnection Services. He stated that he still is opposed to a campus at Generation Park, but he agrees with the purchasing of the \$218,000 for utility connections since the College owns the land. He understands that the rates will increase 200% in the future, so he favors, since the College owns the land, the purchase of the utility connections.

Motion Carried.

Yeas: Flickinger, Hance, Moon, Jr., Sinor, Wilson, Wheeler
Nays: None

**Motion 9706
Consent Agenda**

Motion was made by Marie Flickinger, seconded by Larry Wilson, to approve the consent agenda.

Motion Carried.

Yeas: Flickinger, Hance, Moon, Jr., Sinor, Wilson, Wheeler
Nays: None

Adjournment:

Meeting Adjourned at 7:47 p.m.

Item “B”
Regular Board Meeting May 2, 2016
Approval of the Minutes for the March 1, 2016
Board Strategic Retreat

RECOMMENDATION

The Chancellor requests that the Board of Trustees approve the minutes for the March 1, 2016, Board Strategic Retreat.

SAN JACINTO COLLEGE DISTRICT
Board of Trustees Strategic Retreat Minutes
March 1, 2016

The Board of Trustees of the San Jacinto Community College District met at 8:00 a.m., Tuesday, March 1, 2016, in Room C23.150 of the San Jacinto College Central Campus, 8060 Spencer Hwy., Pasadena, Texas, for a Board Strategic Retreat.

Members Present: Marie Flickinger, Brad Hance, Dan Mims, John Moon, Jr., Keith Sinor, Dr. Ruede Wheeler, Larry Wilson

Others Present: Brenda Hellyer, Chet Lewis, Mandi Reiland

- I. The meeting was called to order at 8:10 a.m. by Dan Mims.
- II. Update on AACC Pathways
 - a. What is the Pathways Model?

Brenda Hellyer gave an overview of the AACC Guided Pathways Model. The attendees for the first Pathways conference were Dan Mims, Brenda Hellyer, Laurel Williamson, Bill Wolfe, Matt Lewis, Joanna Zimmermann, and Christina Potts.
 - b. College Community Day Presentation

Brenda gave an overview of the presentation she gave at College Community Day on guided pathways. This presentation was for all employees of the College. The Board discussed why we are losing students. Brenda stated that we need to dig into all areas.
 - c. Other

Several resource materials are available and will be made available to employees through a blog. One of the resources is a book entitled, Redesigning America's Community Colleges. Copies of the books are available for employees and Board members. Distribution areas are the offices of the Provosts and Chancellor.
- III. Discussion of Golf Course Activity

Reviewed financial information on the golf course for the past 11 years. The revenues continue to be inadequate to cover expenses. Expenses have been reduced over the past couple of years but revenues and play continue to decline. Discussions continued about the long-term viability of the course and how much longer the College should sustain such losses. Additionally, discussed the value of the real estate to the campus. See site planning discussion at Item V below.
- IV. Discussion of Athletic Programs

The Board reviewed the detailed presentation by athletic program.

The concern continues to be the cost of the programs to the College in comparison to how much benefit is gained. There is also concern about the number of players who are outside of the College's taxing area and the greater Houston region. Several of the teams have had very good seasons. All of the programs continue to make good progress on academic accomplishments including men's basketball and women's volleyball making the NJCAA All Academic Team. Discipline issues have continued. Discussions continued around current and long-term facility needs, annual operating cost projections, and long-term sustainability of six athletic programs.

V. Discussion of Site Planning at Central Campus

Brenda stated that Calvin Powitzky is working on the Central Campus Master Plan. Terry Phillips is working with Calvin on this from a visioning standpoint. The College has not done this at North or South, but we may want to consider this process for the other two campuses.

The first concern that Brenda has is the location of the Center for Petrochemical, Energy, and Technology. This will be a significant building, possibly the largest on the campus, and it will provide an opportunity to create an important statement for the campus and for the petrochemical industry. As the planning continues, it is evident that this facility will need to be located on the golf course.

Brenda asked the Board members for their views on several questions that would help guide the master planning work.

In summary, the Board does not see an enrollment cap being placed on Central Campus. They are interested in creating a clear front door for the campus, but have concerns that a front door on Fairmont will be too far from the heart of the campus which is near Spencer. They do see that a boulevard entrance could be created on Fairmont. They are also interested in a university center at that campus. They would also like to see the plan of what buildings need to be demolished in the future.

VI. Update on Status of 2008 Bond Program

a. The financial update report was reviewed.

b. Gym Renovation Project

Brenda gave an overview of the costs for the gyms renovations project. The current requests are \$3.7 million over the established budget. A question still continues to be does Anders Gym justify this type of an investment or would it be better demolished. The gym requests will be brought back to the Board for further discussion.

c. Contingency

The current balance is approximately \$9 million.

This amount will change based on the gym decision.

Brenda would also like to prepare a recommendation on projects that have been discussed and considered a priority but have not been funded. For example, science parks at each campus have been conceptualized and some work has begun with maintenance dollars. These project should be re-evaluated and contingency dollars could get these completed. Additionally,

the monument signs at each campus are having issues with the electronic components, so we are evaluating those and what is needed to restore. Another area under review is replacing servers and switches that are nearing their life span. Brenda also is interested in doing some upgrades in the board room. The Board had concerns about spending dollars in this area but would consider a conservative proposal.

Brenda also requested that the College's portion of the batting facility be taken out of contingency versus operating dollars. This same request will be made for the softball press box.

Brenda will bring back to the Board with a proposal for any items that are intended to come from 2008 contingency.

Marie asked about cyber security capabilities and if we have concerns that we are not adequately protected.

Brenda will ask Rob Stanicic to present on what we are doing. This type of actions come out of the operating budget and we are constantly evaluating.

VII. Update on Next Steps of 2015 Bond Program

a. Request for Qualifications

Brenda explained that an RFQ will go out for architectural services for 2015 Bond Program. This RFQ will be for new construction and large renovation projects. The intent is to award for a five to eight year term with a pool of three to four architects. Another RFQ will go out later to select architects to assist with projects up to \$3 million. The RFQ for Program Management for the 2015 Bond Program will be prepared with the intent to select one firm to serve a term of seven to eight years. Finally, an RFQ will go out for a variety of engineering services including civil, MEP, and geotechnical. It is anticipated that one or two firms will be selected per discipline. These processes will occur over the next few months.

b. Underwriting

Chet gave an overview of the underwriting firms for the upcoming bond issuances. This item will go to the Board for approval at the March 7, 2016 meeting. This allows Chet to negotiate for the first bond sale which is targeted for March 22, 2016. Not all will participate in this sale, but this will provide a strong pool for this sale and future sales.

c. Generation Park – Tap Fee

Brenda also presented a document from Brooks & Sparks regarding the proposed tap fee rate change regarding the land purchase at Generation Park. The College was notified that these fees will be increasing and Brooks was asked to analyze the impact of the increase. Based on the analysis, it is recommended that the College lock in the current tap fee structure. Brenda is anticipating a recommendation for the next board meeting including that the amount be funded from either the 2008 bond contingency or the 2015 bond. Both Chet and the Board had no preference for the funding source.

VIII. Discussion of Differential Tuition Model

The Board received several handouts including:

- a. Texas Association of Community Colleges Spring 2016 Tuition and Fees
Texas Public Community Colleges
- b. Gulf Coast College Tuition Comparison
- c. Differential Tuition Task Force Summary prepared by a team of San Jacinto College employees charged with analyzing various tuition and fee models.
- d. Gulf Coast College Fees 2015-2016
- e. Tuition and Fee Increase Options for San Jacinto College
- f. San Jacinto College continues to be at the low end for tuition and fees. It continues to be a challenge to address operational increases and still move the College's strategic goals forward. Brenda is recommending an increase for Fall 2016, but she also wants the College to consider a more strategic look at the structure over the next year. Brenda presented options for the Fall 2016 increase to the Board. The Board is comfortable with \$3, \$6, and \$11 in-district, out of district, and international/out of state, respectively. Additionally, there will be a \$10 increase in the general service fee. A new component will also add differential course fees. Brenda would like to have Chet analyze this component of the proposal more before the final recommendation is made. Additionally, she and Chet will take a look at the dual credit exemption. Based on these changes, the overall budget impact needs to be recalculated and will be brought back to the Board with the final recommendation.

- IX. Update on Harris County Appraisal District (HCAD) Board Member Appointment
The letter from HCAD received February 25, 2016, was distributed to the Board. Pete Pape has been appointed to represent the school districts and community colleges on the HCAD board.

- X. Wrap-up with Summary for Follow-up
Brenda asked if there are any other items the Board would like update on. Dan would like an update on the heating issue at the maritime facility. The Board did not ask for an update on any other items.

- XI. Adjournment
Dan Mims adjourned the meeting at 11:30 a.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 May 2, 2016 Board Meeting
 Budget Transfers Related to Fiscal Year 2015 - 16

DISTRICT	ELEMENT OF COST	DEBIT	CREDIT
	INSTRUCTION	\$ -	\$ -
	PUBLIC SERVICE	-	-
	ACADEMIC SUPPORT	-	-
	STUDENT SERVICES	-	-
	INSTITUTIONAL SUPPORT	-	10,200
	PHYSICAL PLANT	6,225	-
	AUXILIARY ENTERPRISES	-	-
CENTRAL	INSTRUCTION	8,515	12,738
	PUBLIC SERVICE	-	-
	ACADEMIC SUPPORT	12,738	18,381
	STUDENT SERVICES	-	-
	INSTITUTIONAL SUPPORT	12,425	-
	PHYSICAL PLANT	-	-
	AUXILIARY ENTERPRISES	-	-
NORTH	INSTRUCTION	10,800	-
	PUBLIC SERVICE	-	-
	ACADEMIC SUPPORT	-	400
	STUDENT SERVICES	266	9,714
	INSTITUTIONAL SUPPORT	-	-
	PHYSICAL PLANT	-	-
	AUXILIARY ENTERPRISES	-	-
SOUTH	INSTRUCTION	2,345	-
	PUBLIC SERVICE	-	-
	ACADEMIC SUPPORT	-	1,880
	STUDENT SERVICES	-	-
	INSTITUTIONAL SUPPORT	-	-
	PHYSICAL PLANT	-	-
	AUXILIARY ENTERPRISES	-	-
		\$ 53,313	\$ 53,313

RECOMMENDATION

Recommend Board approval of the following Affiliation Agreements:

Central Campus

Department

Dental Assisting Program

Affiliation Entity

Gamble Dental

Medical Laboratory Technician Program
(Associate Degree)

Harris Health System

Eye Care Technology Program

Retina Consultants of Houston

Eye Care Technology Program

Eye Excellence

Emergency Medical Technology
(Level II Certificate)

Harris Health System

Emergency Medical Technology
(Associate of Applied Science)

Harris Health System

South Campus

Department

VNSG & RNSG Programs

Affiliation Entity

HealthSouth Corporation

Physical Therapist Assistant Program

Texas Children’s Hospital

Physical Therapist Assistant Program

Texas Orthopedic Hospital

North Campus

Department

Health Information Management
Cancer Data Mgt

Affiliation Entity

Texas Department of State Health
Services-Texas Cancer Registry

Health Information Management
Cancer Data Mgt

Bon Secours St. Francis Health
System, Inc.

Medical Assisting

Clinical Lab Science Inc. dba Any
Lab Test Now

RATIONALE

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

FISCAL IMPLICATIONS TO THE COLLEGE

N/A

CONTACT PERSONNEL

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Laurel Williamson

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laurel.williamson@sjcd.edu

Item "F"
Regular Board Meeting May 2, 2016
Approval of the Next Regularly Scheduled Meeting

RECOMMENDATION

The next regularly scheduled meeting of the Board of Trustees will be Monday, June 6, 2016.