

***Board of Trustees
Meeting***

May 6, 2024

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

The Board of Trustees of the San Jacinto Community College District will meet for a Board workshop at 5:00 p.m., Monday, May 6, 2024, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

The live-stream of this meeting can be accessed as follows:
www.sanjac.edu/about/board-trustees/board-meeting-videos

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

**BOARD WORKSHOP
AGENDA**

I. Call the Meeting to Order

II. Roll Call of Board Members

III. Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071, 551.072, 551.074, 551.076 of the Texas Open Meetings Act, for the following purposes:

A. Legal Matters - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

B. Real Estate Matters - For the purpose of discussing the purchase, exchange, lease or value of real property.

C. Personnel Matters - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

D. Security Matters - To consider the deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.

IV. Reconvene in Open Meeting

V. Review Governor's Executive Order GA44 and San Jacinto College Actions

VI. Review 2024-2025 Annual Priorities

VII. Update on Enrollment (Summer)

VIII. Update on Free Application for Federal Student Aid (FAFSA) Process

IX. Update on Fiscal Year 2025 Budget

X. Review of Calendar

XI. General Discussion of Meeting Items

A. Additional Purchasing Support Documents

XII. 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; or a security audit.

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

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

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

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

Certification as to Posting or Giving of Notice

On this day, May 3, 2024, this notice was posted to the College’s website, on a bulletin board located at a place convenient to the public at the administrative building of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, and is readily accessible to the public upon request.

Brenda Hellyer, Ed.D.

May 3, 2024

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

The Board of Trustees of the San Jacinto Community College District will meet for a regularly scheduled Board meeting at 7:00 p.m. on Monday, May 6, 2024, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

The live-stream of this meeting can be accessed as follows:
www.sanjac.edu/about/board-trustees/board-meeting-videos

An electronic copy of the agenda packet is available on the College's website as follows:
www.sanjac.edu/about/board-trustees/#Board_of_trustees_meetings

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

A link to a public comments form is available at: www.sanjac.edu/request-speak-to-board
The form must be completed prior to 11:00 a.m. on May 6, 2024. After completion of the form, the requestor will be contacted with further instructions. Registered participants will be allotted five minutes to address the Board of Trustees during the "Public Comment" portion of the meeting. Discussion shall be addressed to the Board Chair and the entire membership of the Board. Discussion shall be limited solely to the matter indicated on the request form. Members of the Board of Trustees and/or administration may not comment or deliberate during a public comment period at the meeting except to state that the Chancellor or designee may follow-up, when appropriate.

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

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

**BOARD MEETING
AGENDA**

I. Call the Meeting to Order

II. Roll Call of Board Members

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

IV. Special Announcements, Recognitions, Introductions, and Presentations

A. Recognition of the 2023-2024 Honoraria Recipients

Presenter: Teddy Farias

B. Faculty Senate 2023-2024 Update

Presenter: Pat Amezcua

V. Student Success Presentations

A. Open Books and San Jac Online

Presenters: Niki Whiteside, Amanda Fenwick

VI. Communications to the Board of Trustees

VII. Public Comment

VIII. Informative Reports to the Board

A. San Jacinto College Financial Statements

1. San Jacinto College Monthly Financial Statements March 2024

2. San Jacinto College Monthly Investment Report March 2024

B. San Jacinto College Foundation Financial Statements

C. Capital Improvement Program

ACTION ITEMS

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

X. Consideration of Approval of Rescission of Policy IV-C-4: Policy for Interviewing and Recommending Full-time Contracted Personnel - Second Reading

XI. Consideration of Approval of Policy III.3006.G, Prohibited Use of Drugs and Alcohol - Second Reading

XII. Consideration of Rescission of Policy IV-E-14, Policy on Intellectual Property Rights and Honoraria and Approval of Policy V.5003.B, Intellectual Property Rights - Second Reading

XIII. Consideration of Approval of 2024-2025 Annual Priorities

XIV. Consideration of Approval of Non-Credit Course Enrollment Charges

XV. Consideration of Approval of Memorandum of Understanding with Huntsville ISD for Dual Credit

XVI. Consideration of Approval of Memorandum of Understanding with Hallsville ISD for Dual Credit

XVII. Consideration of Approval of Memorandum of Understanding with Lutheran North Academy for Dual Credit

XVIII. Consideration of Approval of Memorandum of Understanding with Lutheran South Academy for Dual Credit

XIX. Consideration of Approval of Memorandum of Understanding with Goose Creek CISD for Dual Credit

XX. Consideration of Approval of Dance Instructor Certificate of Technology

XXI. Consideration of Approval of Naming of a Space within the Center for Petrochemical, Energy and Technology

XXII. Consideration of Approval of Policy II.2002.A, Shared Governance - First Reading (Informational Item)

PURCHASING REQUESTS

XXIII. Consideration of Purchasing Requests

CONSENT AGENDA

XXIV. 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 1, 2024, Workshop and Regular Board Meeting

B. Approval of the Minutes for the April 23, 2024, Board Strategic Planning Retreat

C. Approval of the Budget Transfers

D. Approval of Personnel Recommendations, 2023-2024 Part-Time Hourly Rate Schedule, Extra Service Agreements (ESA), and 2024-2025 Faculty Contract Recommendations

E. Approval of the Affiliation Agreements

F. Approval of the Next Regularly Scheduled Meeting

XXV. Items for Discussion/Possible Action

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

XXVI. Adjournment

Closed Session Authority

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

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

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

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

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

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Brenda Hellyer, Ed.D.

San Jacinto College Monthly Financial Statements
March 2024

San Jacinto Community College District
Statement of Net Position
March 31,

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Current assets:		
Cash and cash equivalents	\$ 109,773,207	\$ 94,546,525
Investments	10,089,879	31,058,066
Accounts receivable - taxes	5,256,975	5,838,707
Accounts receivable	16,791,798	17,954,515
Deferred charges	574,729	628,919
Inventories	434,916	422,438
Total current assets	<u>142,921,504</u>	<u>150,449,170</u>
Noncurrent assets:		
Restricted cash and cash equivalents	86,407,869	95,125,988
Other long term investments	19,975,000	-
Capital assets, net	<u>718,745,229</u>	<u>722,505,142</u>
Total noncurrent assets	<u>825,128,099</u>	<u>817,631,130</u>
Total assets	<u>968,049,603</u>	<u>968,080,300</u>
Deferred outflows of resources:		
Deferred outflow related to pensions	21,400,078	12,486,706
Deferred outflow related to OPEB	16,454,021	19,256,731
Deferred outflow related to defeased debt	4,047,481	4,936,064
Total deferred outflows of resources	<u>41,901,580</u>	<u>36,679,500</u>
<u>Liabilities</u>		
Current liabilities:		
Accounts payable	13,813,870	13,081,162
Accrued liabilities	2,785,128	2,700,748
Accrued compensable absences and deferred compensation	2,417,317	2,429,062
Deferred revenues	253,930	344,726
Total current liabilities	<u>19,270,244</u>	<u>18,555,698</u>
Noncurrent liabilities:		
Net pension liability	49,944,685	20,637,425
Net OPEB liability	96,184,800	112,279,723
Bonds and notes payable	644,225,169	663,267,689
Total noncurrent liabilities	<u>790,354,654</u>	<u>796,184,838</u>
Total liabilities	<u>809,624,898</u>	<u>814,740,535</u>
Deferred inflows of resources:		
Deferred inflows related to pensions	5,790,103	25,055,564
Deferred inflows related to OPEB	34,752,051	18,658,275
Deferred Inflows - Lease Receivable	1,227,296	1,382,492
Total deferred inflows of resources	<u>41,769,451</u>	<u>45,096,331</u>
<u>Net assets</u>		
Beginning of year - audited	83,260,534	79,484,620
Current year addition	75,296,300	65,438,314
Total net position	<u>\$ 158,556,834</u>	<u>\$ 144,922,934</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

11 Unrestricted Funds

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
State Appropriations	\$ 57,895,750	\$ 41,246,813	71.24%	\$ 21,686,518	52.50%
State Appropriations - FAST	-	917,407	-	-	-
Local Taxes - Maintenance & Operations	84,770,000	81,206,165	95.80%	78,170,760	98.31%
Credit Tuition	66,345,000	60,547,574	91.26%	53,620,926	90.15%
Credit Exemptions & Waivers	(8,400,000)	(8,444,161)	100.53%	(7,323,865)	87.67%
Continuing Education					
CPET	525,000	219,887	41.88%	428,850	81.91%
Biotechnology	500,000	-	-	-	-
Maritime Transportation	2,000,000	1,042,409	52.12%	1,262,438	59.06%
Continuing Professional Development (CPD)	6,360,000	2,235,541	35.15%	3,123,533	54.14%
Continuing Education Exemptions & Waivers	(45,000)	(16,479)	0.37	(14,145)	23.14%
Bad Debt	(1,000,000)	(583,365)	58.34%	(408,314)	28.80%
Sales & Services	1,800,000	2,030,372	112.80%	1,267,417	40.12%
Investment Income	6,000,000	3,345,424	55.76%	2,483,759	56.94%
HEERF Lost Revenue	-	-	-	8,138,108	-
Total Revenues	216,750,750	183,747,586	84.77%	162,435,985	87.16%
Expenditures					
Instruction	85,200,709	54,304,659	63.74%	49,980,537	62.69%
Public Service	20,312	1,737	8.55%	10,819	26.44%
Academic Support	20,661,664	10,557,920	51.10%	9,400,069	62.19%
Student Services	21,068,279	11,137,478	52.86%	8,840,052	55.20%
Institutional Support	57,148,533	29,919,245	52.35%	27,250,223	55.35%
Physical Plant	27,820,539	13,046,269	46.89%	12,225,482	51.35%
Total Expenditures	211,920,037	118,967,308	56.14%	107,706,248	58.56%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	4,830,713	8,584,948	177.72%	7,482,127	1030.86%
Net Increase (Decrease) in Net Position	\$ -	\$ 56,195,330		\$ 47,247,610	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

Federal Restricted Funds

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Grants	\$ 59,194,708	\$ 48,948,927	82.69%	\$ 55,828,826	74.14%
Total Revenues	59,194,708	48,948,927	82.69%	55,828,826	74.14%
Expenditures					
Instruction	1,582,321	521,810	32.98%	643,591	46.75%
Public Service	276,637	89,799	32.46%	125,763	63.11%
Academic Support	8,911,018	2,599,112	29.17%	3,396,506	48.18%
Student Services	362,711	171,587	47.31%	2,244,409	61.57%
Institutional Support	716,337	312,387	43.61%	11,690,513	160.23%
Physical Plant	1,085,303	61,074	5.63%	45,613	9.13%
Scholarships and Fellowships	46,260,380	45,193,158	97.69%	37,682,430	79.83%
Total Expenditures	59,194,708	48,948,927	82.69%	55,828,826	83.00%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ -		\$ -	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

State Restricted Funds

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
State Paid Benefits	\$ 12,215,000	\$ 7,665,522	62.75%	\$ 7,000,330	55.17%
Grants	7,582,221	4,802,293	63.34%	1,624,404	61.47%
Total Revenues	19,797,221	12,467,815	62.98%	8,624,734	56.26%
Expenditures					
Instruction	7,033,103	4,081,102	58.03%	3,779,982	55.49%
Public Service	10,933	9,890	90.46%	13,981	62.55%
Academic Support	2,052,857	873,982	42.57%	867,554	46.51%
Student Services	1,580,156	1,196,033	75.69%	1,001,201	54.79%
Institutional Support	3,080,942	1,624,054	52.71%	1,505,703	56.17%
Physical Plant	14,745	-	-	-	-
Scholarships and Fellowships	6,024,484	4,682,755	77.73%	1,456,313	69.12%
Total Expenditures	19,797,221	12,467,815	62.98%	8,624,734	56.26%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ -		\$ -	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

Local Restricted Funds

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Grants	\$ 7,817,679	\$ 3,473,844	44.44%	\$ 3,861,512	91.11%
Total Revenues	7,817,679	3,473,844	44.44%	3,861,512	91.11%
Expenditures					
Instruction	-	-	-	-	-
Public Service	232,134	118,728	51.15%	84,529	55.33%
Academic Support	1,828,466	189,853	10.38%	12,943	13.06%
Student Services	6,156	2,000	32.49%	11,411	64.92%
Institutional Support	81,211	27,587	33.97%	30,898	54.35%
Physical Plant	250,000	-	-	-	-
Scholarships and Fellowships	5,982,000	3,281,901	54.86%	3,830,213	93.00%
Total Expenditures	8,379,967	3,620,068	43.20%	3,969,995	89.82%
Transfers Among Funds					
Transfers In	(562,288)	(148,673)	26.44%	(83,602)	43.71%
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ 2,448		\$ (24,881)	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

27 FAST & TPEG

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
State Appropriations - FAST	\$ -	\$ 1,035,588	-	\$ -	-
TPEG Tuition - Credit & Non Credit	3,100,000	2,905,617	93.73%	2,628,378	88.22%
Total Revenues	3,100,000	3,941,206	127.14%	2,628,378	86.51%
Expenditures					
Scholarships and Fellowships - FAST	-	1,944,679	-	-	-
Scholarships and Fellowships - TPEG	3,100,000	3,241,693	104.57%	2,258,121	72.09%
Total Expenditures	3,100,000	5,186,372	167.30%	2,258,121	72.09%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ (1,245,167)		\$ 370,257	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

28 Private Gifts and Donations

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Sales & Services	\$ -	\$ 75,740	-	\$ -	-
Grants	-	-	-	102,000	100.00%
Total Revenues	-	75,740	-	102,000	1.00
Expenditures					
Instruction	-	19,604	-	16,639	48.93%
Institutional Support	-	-	-	102,000	100.00%
Total Expenditures	-	19,604	-	118,639	87.23%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ 56,137		\$ (16,639)	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

Auxiliary Enterprises

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Auxiliary Services	\$ 3,073,000	\$ 1,853,245	60.31%	\$ 1,667,924	67.84%
Total Revenues	3,073,000	1,853,245	60.31%	1,667,924	67.84%
Expenditures					
Labor	701,888	444,513	63.33%	388,394	55.70%
Benefits	75,563	76,120	100.74%	72,009	54.49%
Supplies	688,993	398,550	57.85%	349,526	67.33%
Travel	205,346	130,535	63.57%	108,625	42.43%
Contracted Services	147,653	79,766	54.02%	188,417	90.58%
Utilities	200	-	-	-	-
Scholarships and Fellowships	1,253,357	850,872	67.89%	869,258	80.14%
Total Expenditures	3,073,000	1,980,356	64.44%	1,976,228	68.21%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ (127,111)		\$ (308,304)	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

Fund 95 Retirement of Indebtedness

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Local Taxes - Debt Service	\$ 40,100,400	\$ 38,519,290	96.06%	\$ 37,131,718	98.53%
Investment Income	-	152,652	-	132,830	36.43%
Total Revenues	40,100,400	38,671,942	96.44%	37,264,549	97.93%
Expenditures					
Institutional Support - Principal	18,379,936	18,359,936	99.89%	15,155,000	100.00%
Institutional Support - Interest	25,008,889	13,558,536	54.21%	13,949,959	57.97%
Total Expenditures	43,388,825	31,918,472	73.56%	29,104,959	74.21%
Transfers Among Funds					
Transfers In	(3,268,425)	(2,436,275)	74.54%	(2,398,525)	-
Transfers Out	-	-	-	-	-
Adjustment for Debt Principal Payment ¹	(18,379,936)	(18,359,936)	99.89%	(15,155,000)	100.00%
Net Increase (Decrease) in Net Position	\$ 18,359,936	\$ 27,549,681		\$ 25,713,115	

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

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

Fund 97 Investment in Plant

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Expenditures					
Depreciation	\$ 29,800,000	\$ 16,049,878	53.86%	\$ 15,955,097	56.42%
Total Expenditures	29,800,000	16,049,878	53.86%	15,955,097	56.42%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Adjustment for Capital Purchases ¹	(2,662,144)	(556,108)	20.89%	(1,554,330)	30.08%
Net Increase (Decrease) in Net Position	\$ (27,137,856)	\$ (15,493,770)		\$ (14,400,766)	

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

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual	% of 8/31/23
Revenues						
State Appropriations	\$ 70,110,750	\$ 48,912,334	69.76%	\$ 28,686,848	53.13%	\$ 53,996,383
State Appropriations - FAST	-	1,952,995	-	-	-	-
Local Taxes - Maintenance & Operations	84,770,000	81,206,165	95.80%	78,170,760	98.31%	79,516,179
Local Taxes - Debt Service	40,100,400	38,519,290	96.06%	37,131,718	98.64%	37,642,744
Credit Tuition	69,445,000	63,453,191	91.37%	56,249,304	90.06%	62,455,714
Credit Exemptions & Waivers	(8,400,000)	(8,444,161)	100.53%	(7,323,865)	87.67%	(8,354,003)
Continuing Education						
CPET	525,000	219,887	41.88%	428,850	81.91%	523,576
Biotechnology	500,000	-	-	-	-	-
Maritime Transportation	2,000,000	1,042,409	52.12%	1,262,438	59.06%	2,137,491
Continuing Professional Development	6,360,000	2,235,541	35.15%	3,123,533	54.14%	5,769,327
Continuing Education Exemptions & Waivers	(45,000)	(16,479)	0.37	(14,145)	23.14%	(61,130)
Bad Debt	(1,000,000)	(583,365)	58.34%	(408,314)	28.80%	(1,417,649)
Sales & Services	1,800,000	2,106,112	117.01%	1,267,417	40.12%	3,158,983
Investment Income	6,000,000	3,498,075	58.30%	2,616,590	54.67%	4,785,726
Investment Income - Restricted Funds	-	2,358,752	-	1,857,922	52.40%	3,545,822
HEERF Lost Revenue	-	-	-	8,138,108	-	-
Auxiliary Services	3,073,000	1,853,245	60.31%	1,667,924	67.84%	2,458,451
Grants	66,946,929	53,995,542	80.65%	57,584,215	75.22%	76,555,487
Local Grants	7,647,679	3,229,522	42.23%	3,832,527	66.89%	5,730,007
Total Revenues	349,833,757	295,539,057	84.48%	274,271,830	83.51%	\$ 328,443,108
Expenditures						
Instruction	93,816,133	58,927,174	62.81%	54,420,749	61.90%	87,923,358
Public Service	540,016	220,153	40.77%	235,093	56.61%	415,300
Academic Support	33,454,006	14,220,867	42.51%	13,677,072	56.68%	24,130,015
Student Services	23,017,303	12,507,098	54.34%	12,097,074	56.26%	21,503,499
Institutional Support	104,415,849	63,801,745	61.10%	69,684,296	70.69%	98,581,933
Physical Plant	29,170,587	13,107,343	44.93%	12,271,095	50.45%	24,322,186
Scholarships and Fellowships	61,366,864	58,344,186	95.07%	45,227,078	79.96%	56,558,641
Auxiliary Enterprises	3,073,000	1,980,356	64.44%	1,975,294	68.18%	2,897,355
Depreciation	29,800,000	16,049,878	53.86%	15,955,097	56.42%	28,279,123
Total Expenditures	378,653,758	239,158,801	63.16%	225,542,847	65.45%	344,611,409
Transfers Among Funds						
Transfers In	(4,830,713)	(8,584,948)	177.72%	(7,482,127)	76.23%	(9,815,171)
Transfers Out	4,830,713	8,584,948	177.72%	7,482,127	76.23%	9,815,171
Adjustment for Debt Principal Payment	(18,379,936)	(18,359,936)	99.89%	(15,155,000)	100.00%	(15,155,000)
Adjustment for Capital Purchases	(2,662,144)	(556,108)	20.89%	(1,554,330)	30.08%	(5,167,256)
Net Increase (Decrease) in Net Position	\$ (7,777,921)	\$ 75,296,300		\$ 65,438,314		\$ 4,153,955

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

Capital Improvement Program

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

Fund 91 Capital Projects

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Investment Income	\$ -	\$ 2,119,420	-	\$ 1,857,922	54.13%
Total Revenues	-	2,119,420	-	1,857,922	54.13%
Expenditures					
SECO-Energy Conservation Projects	686,729	306,088	44.57%	1,956,247	-
Bond Program	60,018,793	6,662,059	11.10%	8,502,021	47.54%
Total Expenditures	60,705,521	6,968,146	11.48%	10,458,268	51.04%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ (60,705,521)	\$ (4,848,727)		\$ (8,600,346)	

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Position
For the Seven Months Ended March 31, 2024

Fund 93 Renewal and Replacement

	Adjusted Budget	Actual 58.3%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Interest Earnings	\$ -	\$ 239,332	-	\$ -	-
Total Revenues	-	239,332	-	-	-
Expenditures					
District Energy Rebates	694,777	55,954	8.05%	-	-
Total Expenditures	694,777	55,954	8.05%	-	-
Transfers Among Funds					
Transfers In	(1,000,000)	(6,000,000)	600.00%	(5,000,000)	100%
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ 305,223	\$ 6,183,378		\$ 5,000,000	

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

San Jacinto College Monthly Investment Report
March 2024

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Cash, Cash Equivalents, and Investments
Portfolio Summary Report
Period Ending March 31, 2024

		<u>Fair Market Value</u>	<u>Book Value</u>
Beginning Value	March 1, 2024	\$ 233,001,636	\$ 233,041,116
Additions/Subtractions (Net)		(7,009,210)	(7,009,210)
Change in Fair Market Value*		18,050	-
Ending Value	March 31, 2024	<u>\$ 226,010,477</u>	<u>\$ 226,031,907</u>

Earnings for the Month of March	\$ 1,025,855
Weighted Average Maturity at Ending Period Date (Days)	1.00
Weighted Average Earnings Rate	5.3638%
Benchmark - One Year Treasury Yield	5.0300%

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

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

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Vice Chancellor of Fiscal Affairs

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Cash, Cash Equivalents, and Investments
Weighted Average to Maturity
March 31, 2024

Description	Held At	Annualized Interest Rate	Purchase Date	Maturity	Par	Fair Market Value	Book Value	% of Total Portfolio	Days to Maturity	Weighted Avg. Mat.
Short-Term Investments - Unrestricted Funds										
Demand Deposits										
Credit Cards in Transit	Heartland	N/A	N/A	04/01/24	\$ N/A	\$ (4,890)	\$ (4,890)	0.00%	1	0.00
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	N/A	04/01/24	N/A	(2,315,869)	(2,315,869)	-1.02%	1	-0.01
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chase Bank	3.050%	N/A	04/01/24	N/A	6,696,863	6,696,863	2.96%	1	0.03
JPMorgan Payroll	JPMorgan Chase Bank	N/A	N/A	04/01/24	N/A	(1,980,309)	(1,980,309)	-0.88%	1	-0.01
JPMorgan Worker's Comp	JPMorgan Chase Bank	N/A	N/A	04/01/24	N/A	(18,217)	(18,217)	-0.01%	1	0.00
Petty Cash	Campus Business Offices	N/A	N/A	04/01/24	N/A	18,127	18,127	0.01%	1	0.00
Pool Accounts										
LSIP Corporate Overnight Plus Fund - Operating Funds	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	86,801,103	86,801,103	38.40%	1	0.38
TexPool - Operating	TexPool	5.3161%	N/A	04/01/24	N/A	2,328,819	2,328,819	1.03%	1	0.01
TexPool - PRIME - Operating	TexPool	5.4891%	N/A	04/01/24	N/A	20,796,864	20,796,864	9.20%	1	0.09
Investments										
US Agency Note, CUSIP 3130ATVD6	BNY Mellon	4.875%	01/27/23	09/13/24	5,000,000	4,990,250	5,026,000	2.22%	166	0.02
US Agency Note, CUSIP 3130AWGD6	BNY Mellon	4.890%	06/16/23	06/13/25	10,000,000	9,975,400	10,000,000	4.42%	439	0.04
US Agency Note, CUSIP 3130AWLY4	BNY Mellon	5.125%	07/13/23	06/13/25	5,000,000	5,009,350	5,027,750	2.22%	439	0.02
US Agency Note, CUSIP 3133ENEJ5	BNY Mellon	5.181%	11/30/23	11/18/24	5,000,000	4,866,700	4,799,500	2.12%	232	0.02
US Agency Note, CUSIP 3130AYKY1	BNY Mellon	4.800%	01/30/24	01/22/25	5,000,000	4,987,700	4,997,580	2.21%	297	0.02
Short-Term Investments - Restricted (Bond) Funds										
Pool Accounts										
LSIP Corporate Overnight Plus Fund - GOB Debt Service	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	8,996,377	8,996,377	3.98%	1	0.04
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	26,084	26,084	0.01%	1	0.00
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	4,168	4,168	0.00%	1	0.00
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	40,764	40,764	0.02%	1	0.00
LSIP Corporate Overnight Plus Fund - 2009 Bond Earnings	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	193,975	193,975	0.09%	1	0.00
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	21,593	21,593	0.01%	1	0.00
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	43,509,397	43,509,397	19.25%	1	0.19
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	11,352,638	11,352,638	5.02%	1	0.05
LSIP Corporate Overnight Plus Fund - 2023 Bond Proceeds	Lone Star Investment Pool	5.4926%	N/A	04/01/24	N/A	506,219	506,219	0.22%	1	0.00
TexPool PRIME - 2021 Bond Proceeds	TexPool	5.4891%	N/A	04/01/24	N/A	19,207,369	19,207,369	8.50%	1	0.08
Grand Total - Cash, Cash Equivalents, and Investments						\$ 30,000,000	\$ 226,010,477	\$ 226,031,907	100.00%	1.00

Weighted Average to Maturity at Ending Period Date (Days)

ACFR, Note 4			
0.01%	\$ 18,127	Petty cash on hand	0.00
85.74%	193,785,370	Investment pools	0.86
1.06%	2,377,579	Bank deposits - demand deposits	0.01
13.20%	29,829,400	U. S. government securities & CDs	0.13
<u>100.00%</u>	<u>\$ 226,010,477</u>	Total cash, cash equivalents, and investments	<u>1.00</u>

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Cash, Cash Equivalents, and Investments
Inventory Holdings Report
March 31, 2024

Description	Held At	Annualized Interest Rate	Maturity	Par	2/29/2024 Ending Fair Market Value	2/29/2024 Ending Book Value	3/31/2024 Ending Fair Market Value	3/31/2024 Ending Book Value	Additions/Subtractions and Change in Fair Market Value For the Month	LTD Unrealized Gain/Loss	March Earnings	September through March Earnings
Short-Term Investments - Unrestricted Funds												
Demand Deposits												
Credit Cards in Transit	Heartland	N/A	04/01/24	\$ N/A	\$ (3,488)	\$ (3,488)	\$ (4,890)	\$ (4,890)	\$ (1,402)	\$ N/A	\$ N/A	\$ N/A
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	04/01/24	N/A	(1,353,229)	(1,353,229)	(2,315,899)	(2,315,899)	(957,840)	N/A	N/A	N/A
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chase Bank	3.050%	04/01/24	N/A	4,893,309	4,893,309	6,696,863	6,696,863	1,803,554	N/A	6,887	52,691
JPMorgan Payroll	JPMorgan Chase Bank	N/A	04/01/24	N/A	(42,872)	(42,872)	(1,980,309)	(1,980,309)	(1,937,436)	N/A	N/A	N/A
JPMorgan Worker's Comp	JPMorgan Chase Bank	N/A	04/01/24	N/A	(4,977)	(4,977)	(18,217)	(18,217)	(13,240)	N/A	N/A	N/A
Peity Cash	Campus Business Offices	N/A	04/01/24	N/A	19,317	19,317	18,127	18,127	(1,190)	N/A	N/A	N/A
Sub Total Demand Deposits				\$ N/A	\$ 3,503,059	\$ 3,503,059	\$ 2,395,706	\$ 2,395,706	\$ (1,107,363)	\$ N/A	\$ 6,887	\$ 52,691
Pool Accounts												
TexPool - Operating	TexPool	5.3161%	04/01/24	\$ N/A	\$ 142,281	\$ 142,281	\$ 2,328,819	\$ 2,328,819	\$ 2,180,597	\$ N/A	\$ 3,175	\$ 26,286
TexPool PRIME - Operating	TexPool	5.4891%	04/01/24	N/A	24,698,564	24,698,564	20,796,864	20,796,864	(3,901,701)	N/A	98,299	454,479
LSIP Corporate Overnight Plus Fund - Operating Funds	Lone Star Investment Pool	5.4020%	04/01/24	N/A	98,705,094	98,795,994	86,801,103	86,801,103	(11,994,891)	N/A	424,799	1,920,544
Sub Total Pool Accounts				\$ N/A	\$ 123,636,840	\$ 123,636,840	\$ 109,926,786	\$ 109,926,786	\$ (13,710,054)	\$ N/A	\$ 526,273	\$ 2,410,309
Investments												
US Agency Note, CUSIP 3130ATXK8	BNY Mellon	4.900%	11/28/23	-	-	-	-	-	-	-	-	72,000
US Agency Note, CUSIP 3130AUM92	BNY Mellon	4.750%	01/19/24	-	-	-	-	-	-	-	-	115,908
US Agency Note, CUSIP 3130ATVD6	BNY Mellon	4.875%	09/13/24	5,000,000	4,987,200	5,026,000	4,990,250	5,026,000	3,050	(35,750)	20,313	142,188
US Agency Note, CUSIP 3130AWGD6	BNY Mellon	4.890%	06/13/25	10,000,000	9,973,700	10,000,000	9,975,400	10,000,000	1,700	(24,600)	39,083	251,762
US Agency Note, CUSIP 3130AWLY4	BNY Mellon	5.125%	06/13/25	5,000,000	5,014,950	5,027,750	5,009,350	5,027,750	(5,600)	(19,400)	21,354	137,838
US Agency Note, CUSIP 3133ENEJ5	BNY Mellon	5.181%	11/18/24	5,000,000	4,651,000	4,799,500	4,866,700	4,799,500	15,700	67,200	3,646	13,125
US Agency Note, CUSIP 3130AYKY1	BNY Mellon	4.800%	01/22/25	5,000,000	4,984,500	4,997,580	4,987,700	4,997,580	3,200	(9,880)	19,792	39,583
Sub Total Investments				\$ 30,000,000	\$ 29,811,350	\$ 29,850,830	\$ 29,829,400	\$ 29,850,830	\$ 18,050	\$ (21,430)	\$ 104,169	\$ 772,304
Sub Total - Short-Term Investments - Unrestricted Funds				\$ 30,000,000	\$ 156,951,248	\$ 156,990,728	\$ 142,151,892	\$ 142,173,322	\$ 4,700,356	\$ (21,430)	\$ 637,347	\$ 3,235,304
Short-Term Investments - Restricted (Bond) Funds												
Pool Accounts												
LSIP Corporate Overnight Plus Fund - GOB Debt Service	Lone Star Investment Pool	5.4926%	04/01/24	N/A	1,535,029	1,535,029	8,996,377	8,996,377	7,461,348	N/A	41,659	152,652
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.4926%	04/01/24	N/A	25,964	25,964	26,084	26,084	121	N/A	121	844
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.4926%	04/01/24	N/A	4,148	4,148	4,168	4,168	19	N/A	19	133
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.4926%	04/01/24	N/A	40,575	40,575	40,764	40,764	189	N/A	189	4,360
LSIP Corporate Overnight Plus Fund - 2009 Bond Earnings	Lone Star Investment Pool	5.4926%	04/01/24	N/A	193,077	193,077	193,975	193,975	898	N/A	898	6,881
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.4926%	04/01/24	N/A	21,493	21,493	21,593	21,593	100	N/A	100	690
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.4926%	04/01/24	N/A	43,307,919	43,307,919	43,509,397	43,509,397	201,477	N/A	201,477	1,390,681
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.4926%	04/01/24	N/A	11,300,067	11,300,067	11,352,638	11,352,638	52,570	N/A	52,570	236,332
LSIP Corporate Overnight Plus Fund - 2023 Bond Proceeds	Lone Star Investment Pool	5.4926%	04/01/24	N/A	503,875	503,875	506,219	506,219	2,344	N/A	2,344	8,219
TexPool PRIME - 2021 Bond Proceeds	TexPool	5.4891%	04/01/24	N/A	19,118,240	19,118,240	19,207,369	19,207,369	89,129	N/A	89,129	709,612
Sub Total Pool Accounts				\$ N/A	\$ 76,050,388	\$ 76,050,388	\$ 83,858,585	\$ 83,858,585	\$ 7,808,197	\$ N/A	\$ 388,507	\$ 2,511,404
Sub Total - Short-Term Investments - Restricted (Bond) Funds				\$ N/A	\$ 76,050,388	\$ 76,050,388	\$ 83,858,585	\$ 83,858,585	\$ 7,808,197	\$ N/A	\$ 388,507	\$ 2,511,404
Grand Total - Cash, Cash Equivalents, and Investments				\$ 30,000,000	\$ 233,001,636	\$ 233,041,116	\$ 226,010,477	\$ 226,031,907	\$ 4,601,160	\$ (21,430)	\$ 1,025,855	\$ 5,746,707

San Jacinto College Foundation

Statement of Financial Position

As of March 31, 2024

ASSETS	Current Year			Previous Year			Difference		
	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total
Current Assets									
Checking/Savings									
General Fund	\$4,367,626	-	\$4,367,626	\$2,743,240	-	\$2,743,240	\$1,624,385	-	\$1,624,385
Other Funds	-	-	-	-	-	-	-	-	-
Total Checking/Savings	4,367,626	-	4,367,626	2,743,240	-	2,743,240	1,624,385	-	1,624,385
Accounts Receivables	2,040,000	-	2,040,000	2,609,575	-	2,609,575	(569,575)	-	(569,575)
Other Current Assets									
Short Term Investments									
Goldman Sachs - SS2 (Endowed)		21,071,150	21,071,150		18,235,175	18,235,175	-	2,835,975	2,835,975
Goldman Sachs - SSF (Non-Endowed)		4,294,502	4,294,502		7,522,493	7,522,493	-	(3,227,991)	(3,227,991)
Goldman Sachs - FDN - HOE	368,492	-	368,492	-	-	-	368,492	-	368,492
Goldman Sachs - FDN-SSE (Endowed)	2,015,525	-	2,015,525	1,665,873	-	1,665,873	349,652	-	349,652
Goldman Sachs - FDN-SSE (Non-Endowed)	2,500	-	2,500	-	-	-	2,500	-	2,500
Goldman Sachs - FDN	14,431,388	-	14,431,388	12,743,023	-	12,743,023	1,688,365	-	1,688,365
Total SJC Short Term Investments	16,817,905	25,365,651	42,183,556	14,408,896	25,757,667	40,166,564	2,409,008	(392,016)	2,016,992
Total Current Assets	23,225,530	25,365,651	48,591,181	19,761,711	25,757,667	45,519,379	3,463,819	(392,016)	3,071,803
TOTAL ASSETS	23,225,530	25,365,651	48,591,181	19,761,711	25,757,667	45,519,379	3,463,819	(392,016)	3,071,803
LIABILITIES & NET ASSETS									
Liabilities									
Current Liabilities									
Accounts Payable									
Grants Payable	143,414	-	143,414	131,356	-	131,356	12,058	-	12,058
Programs Payable	2,030	-	2,030	2,030	-	2,030	-	-	-
Endowments Payable	218,031	-	218,031	182,756	-	182,756	35,275	-	35,275
Scholarship Payables	840,120	1,038,872	1,878,992	303,551	1,501,663	1,805,215	536,569	(462,791)	73,777
Student Success Payables	128,134	-	128,134	104,732	-	104,732	23,402	-	23,402
Total Accounts Payable	1,331,729	1,038,872	2,370,601	724,426	1,501,663	2,226,089	607,303	(462,791)	144,512
Total Current Liabilities	1,331,729	1,038,872	2,370,601	724,426	1,501,663	2,226,089	607,303	(462,791)	144,512
Total Liabilities	1,331,729	1,038,872	2,370,601	724,426	1,501,663	2,226,089	607,303	(462,791)	144,512
NET ASSETS									
Net Assets Without Donor Restrictions	4,148,218	24,004,479	28,152,697	2,248,360	24,575,762	26,824,121	1,899,858	(571,283)	1,328,575
Net Assets With Donor Restrictions	15,805,921	-	15,805,921	16,322,330	-	16,322,330	(516,408)	-	(516,408)
Net Assets	19,954,139	24,004,479	43,958,618	18,570,690	24,575,762	43,146,451	1,383,450	(571,283)	812,167
Net Income	1,939,662	322,301	2,261,963	466,596	(319,758)	146,838	1,473,066	642,058	2,115,124
Total Net Assets	21,893,801	24,326,779	46,220,581	19,037,286	24,256,004	43,293,290	2,856,516	70,775	2,927,291
TOTAL LIABILITIES & NET ASSETS	\$23,225,530	\$25,365,651	\$48,591,181	\$19,761,711	\$25,757,667	\$45,519,379	\$3,463,819	(392,016)	\$3,071,803

San Jacinto College Foundation

Statement of Activities

For the Period Ending March 31, 2024

	Current Year			Previous Year			Difference			Foundation Annual Budget	Actual % of Annual Budget
	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total		
Ordinary Income/Expense Income											
Contributions											
Grant Contributions	125,775	-	125,775	120,900	-	120,900	4,875	-	4,875	810,000	16%
Endowments	187,337	-	187,337	230,884	-	230,884	(43,548)	-	(43,548)	1,200,000	16%
Program Sponsorship	239,807	-	239,807	130,766	-	130,766	109,041	-	109,041	850,000	28%
Scholarships	653,399	-	653,399	398,724	-	398,724	254,675	-	254,675	650,000	101%
Total Contributions	1,206,318	-	1,206,318	881,275	-	881,275	325,043	-	325,043	3,510,000	34%
Other Income											
Special Events	441,793	-	441,793	-	-	-	441,793	-	441,793	450,000	98%
Investment Income	408,586	604,011	1,012,597	396,140	809,085	1,205,225	12,446	(205,074)	(192,628)	1,200,000	84%
Realized Gain / (Loss)	19,038	(50,761)	(31,723)	5,677	(144,269)	(138,592)	13,361	93,508	106,869	-	-
Unrealized Gain / (Loss)	1,037,762	2,146,905	3,184,667	309,210	883,330	1,192,540	(154,778)	1,263,575	1,992,127	-	-
Total Other Income	1,907,179	2,700,155	4,607,334	711,026	1,548,146	2,259,172	312,822	1,152,009	2,348,161	1,650,000	279%
Total Income	3,113,496	2,700,155	5,813,651	1,592,301	1,548,146	3,140,447	637,865	1,152,009	2,673,204	5,160,000	113%
Expense											
Programs											
Scholarships Awarded - SSF		2,377,854	2,377,854		1,867,904	1,867,904		509,950	509,950	3,500,000	68%
Scholarships Awarded - FND	784,047	-	784,047	813,516	-	813,516	(29,470)	-	(29,470)	900,000	87%
Programs Sponsored	285,728	-	285,728	235,343	-	235,343	50,385	-	50,385	400,000	71%
Student Success Initiatives	55,970	-	55,970	17,009	-	17,009	38,961	-	38,961	150,000	37%
Total Programs	1,125,745	2,377,854	3,503,599	1,065,869	1,867,904	2,933,772	59,876	509,950	569,826	4,950,000	71%
Supporting Services											
Bad Debt Expense	-	-	-	-	-	-	-	-	-	2,000	0%
Supporting Services											
Foundation Expenses	35,738	-	35,738	56,971	-	56,971	(21,233)	-	(21,233)	102,500	35%
Fundraising	7,026	-	7,026	-	-	-	7,026	-	7,026	150,000	5%
Sponsorship Expense	5,326	-	5,326	2,865	-	2,865	2,461	-	2,461	15,000	36%
Total Supporting Services	48,090	-	48,090	59,836	-	59,836	(11,746)	-	(11,746)	267,500	18%
Total Expense	1,173,835	2,377,854	3,551,689	1,125,705	1,867,904	2,993,609	48,130	509,950	558,080	5,219,500	68%
Net Ordinary Income	1,939,662	322,301	2,261,963	466,596	(319,758)	146,838	1,473,066	642,058	2,115,124	(59,500)	
Other Income / Expenses											
Increase/Decrease in Net Position	\$1,939,662	\$322,301	\$2,261,963	\$466,596	(\$319,758)	\$146,838	\$1,473,066	\$642,058	\$2,115,124	(\$59,500)	

2015 Bond Program

Report as of March 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Central									
731603 - CC Classroom Building	47,155,000	(804,781)	46,350,219	1,788,440	48,138,659	189,447	47,180,643	768,569	98.40%
Sub-total	47,155,000	(804,781)	46,350,219	1,788,440	48,138,659	189,447	47,180,643	768,569	98.40%
North									
732607 - NC Brightwell Renovation	6,628,000	(314,642)	6,313,358	258,532	6,571,890	18,180	6,553,710	-	100.00%
Sub-total	6,628,000	(314,642)	6,313,358	258,532	6,571,890	18,180	6,553,710	-	100.00%
South									
733608 - SC Domestic Water System Rehabilitation	1,160,000	(137,425)	1,022,575	64,096	1,086,671	-	1,086,671	-	100.00%
733616 - SC BioManufacturing Program	-	750,000	750,000	-	750,000	130,442	491,107	128,451	82.87%
Sub-total	1,160,000	612,575	1,772,575	64,096	1,836,671	130,442	1,577,778	128,451	93.01%
Maritime									
736603 - MC Maritime Expansion	28,000,000	(26,631,300)	1,368,700	31,300	1,400,000	38,139	937,265	424,596	69.67%
Sub-total	28,000,000	(26,631,300)	1,368,700	31,300	1,400,000	38,139	937,265	424,596	69.67%
Generation Park									
Sub-total	-	-	-	-	-	-	-	-	-
Admin									
76605A - CW Deferred Maintenance Phase I	-	31,184,038	31,184,038	427,385	31,611,423	6,536,654	21,580,104	3,494,665	88.94%
736610 - CW Deferred Maintenance Phase II	-	4,150,000	4,150,000	-	4,150,000	1,758,148	537,631	1,854,221	55.32%
736606 - Generation Park Opportunities	-	20,000,000	20,000,000	-	20,000,000	348,480	87,215	19,564,305	2.18%
720100 - Program Management - AECOM	-	11,431,567	11,431,567	(11,404,113)	27,454	27,454	-	-	100.00%
736601 - Contingency	1,166,180	18,565,915	19,732,095	-	19,732,095	-	-	19,732,095	-
Sub-total	1,166,180	85,331,520	86,497,700	(10,976,728)	75,520,972	8,670,736	22,204,950	44,645,286	40.88%
Previously Completed and Closed Projects									
Sub-total	340,890,820	(58,193,372)	282,697,448	8,834,360	291,531,808	-	291,531,808	-	100.00%
TOTALS	425,000,000	-	425,000,000	-	425,000,000	9,046,944	369,986,154	45,966,902	89.18%

Interest Earnings per Bond Issue

Report as of March 31, 2024

Bond Issue	Prior years Earnings as of 08.31.23	FY24 Interest Earnings	Allocated Earnings	Available Balance
2004-2011 Bond Issue Earnings	4,468,926	12,908	(4,478,750)	3,084
2016 & 2019 Bond Issue Earnings	8,419,073	16,045	(8,430,920)	4,198
2021 Bond Issue Earnings	1,736,826	693,567	(2,261,699)	168,694
2022 Bond Issue Earnings	2,117,715	1,390,681	(3,482,864)	25,532
TOTALS	16,742,540	2,113,201	(18,654,233)	201,508

Projects Funded with Bond Interest Earnings

Projects	Allocated Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Central					
731615 - CC - C3 Low Roof Replacement	351,320	52,892	-	298,428	15.06%
731616 - CC - C5 Roof Upgrade	1,008,201	-	-	1,008,201	-
Sub-total	1,359,522	52,892	-	1,306,630	3.89%
North					
732614 - NC - N7, N8 & N9 Roof Replacement*	2,115,545	8,810	1,988,004	118,731	94.39%
732615 - NC - N2 Roof Replacement	1,703,274	-	-	1,703,274	-
Sub-total	3,818,819	8,810	1,988,004	1,822,005	52.29%
South					
733615 - SC - S7 & S9 Roof Replacement	2,319,532	3,682	2,224,771	91,080	96.07%
733617 - SC - S11 Roof Replacement	680,990	61,760	-	619,230	9.07%
733618 - SC - S14 Roof Replacement	580,523	-	-	580,523	-
Sub-total	3,581,045	65,442	2,224,771	1,290,833	63.95%
Gen Park					
733616 - GP - BioManufacturing Prg	1,900,000	1,689,748	-	210,252	88.93%
Sub-total	1,900,000	1,689,748	-	210,252	88.93%
Closed Projects					
Multiple Projects, Salaries & benefits	7,994,847	-	7,994,847	-	100.00%
Sub-total	7,994,847	-	7,994,847	-	100.00%
TOTALS	18,654,233	1,816,892	12,207,622	4,629,719	75.18%

Center for Biotechnology at Generation Park

Report as of March 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Generation Park									
736616 GP - BioManufacturing Program (Revenue Bond)	4,000,000	-	4,000,000	-	4,000,000	-	-	4,000,000	-
736616 GP - BioManufacturing Program (Bond Earnings)	1,900,000	-	1,900,000	-	1,900,000	1,689,748	-	210,252	88.93%
Sub-total	5,900,000	-	5,900,000	-	5,900,000	1,689,748	-	4,210,252	28.64%
TOTALS	5,900,000	-	5,900,000	-	5,900,000	1,689,748	-	4,210,252	28.64%

Future Capital Projects

Report as of March 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
College Wide								
Future Capital Projects (929602)	-	11,352,638	11,352,638	11,352,638	-	-	11,352,638	-
Sub-total	-	11,352,638	11,352,638	11,352,638	-	-	11,352,638	-
TOTALS	-	11,352,638	11,352,638	11,352,638	-	-	11,352,638	-

Repair and Renovation

Report as of March 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Central								
F24001 CC - Central Misc.	-	-	-	-	-	-	-	-
F24016 CC - Exterior Wayfinding	-	-	-	-	-	-	-	-
F24020 CC - C1.129 IT Service Desk	-	42,911	42,911	42,911	18,800	24,111	-	100.00%
F24030 CC - C3 Conference Center Renovation	-	-	-	-	-	-	-	-
F24032 CC - C3.142h Renovation	-	62,665	62,665	62,665	54,121	-	8,544	86.37%
F24052 CC - C12.100 Slocomb Lighting	-	27,863	27,863	27,863	-	-	27,863	-
F24055 CC - C15.217H TouchDown Stations	-	10,425	10,425	10,425	10,425	-	-	100.00%
Sub-total	-	143,863	143,863	143,863	83,345	24,111	36,407	74.69%
North								
F24002 NC - North Misc.	-	8,323	8,323	8,323	7,088	1,235	-	100.00%
F24012 NC - N24.103 & N24.105 Esthetics Lab	-	108,123	108,123	108,123	8,422	99,702	-	100.00%
F24023 NC - N8.112 IT Service Desk	-	64,446	64,446	64,446	1,412	63,034	-	100.00%
F24039 NC - N17.2112a & 2112b Add Wall	-	29,220	29,220	29,220	29,220	-	-	100.00%
F24043 NC - Baseball Rebrand and Painting	-	45,337	45,337	45,337	45,337	-	-	100.00%
F24044 NC - Furniture for N1, N6, and N9	-	23,387	23,387	23,387	-	-	23,387	-
F24051 NC - Baseball Batting Cage Netting	-	19,500	19,500	19,500	19,500	-	-	100.00%
Sub-total	-	298,336	298,336	298,336	110,978	163,971	23,387	92.16%
South								
F24003 SC - South Misc.	-	10,000	10,000	10,000	-	594	9,406	5.94%
F24008 SC - S1.377 BioManufacturing Lab	-	143,476	143,476	143,476	-	115,133	28,343	80.25%
F24017 SC - S6.110 Cashier Overhead Light	-	-	-	-	-	-	-	-
F24021 SC - S6.121G & S6.121H Room Reno	-	26,689	26,689	26,689	26,689	-	-	100.00%
F24022 SC - S12.118 IT Service Desk	-	65,760	65,760	65,760	-	65,760	-	100.00%
F24042 SC - Softball Field Rebrand	-	45,109	45,109	45,109	45,109	-	-	100.00%
F24046 SC - S2.237 Security Ops Buildout	-	76,496	76,496	76,496	65,010	-	11,486	84.99%
Sub-total	-	367,529	367,529	367,529	136,808	181,487	49,234	86.60%
Maritime								
Sub-total	-	-	-	-	-	-	-	-
Generation Park								
F24005 GP - GEN P Misc.	-	569	569	569	569	-	-	100.00%
F24037 GP - G2.221 A&P Lab	-	-	-	-	-	-	-	-
Sub-total	-	569	569	569	569	-	-	100.00%
District								
F24004 DIST - Campus Misc.	-	5,000	5,000	5,000	-	1,649	3,351	32.99%
F24019 DIST - A1.101b Office Conversion	-	126,000	126,000	126,000	-	-	126,000	-
F24026 DIST - CW Roof Safety	-	79,644	79,644	79,644	42,641	37,003	-	100.00%
F24036 DIST - CW Stopper Stations	-	22,955	22,955	22,955	-	22,955	-	100.00%
F24041 DIST - CW Chair Reupholster	-	19,547	19,547	19,547	19,547	-	-	100.00%
F24056 DIST - A1.102 Sound Masking	-	5,893	5,893	5,893	-	-	5,893	-
Sub-total	-	259,039	259,039	259,039	62,188	61,607	135,244	47.79%
Contingency (720700) - Major Repairs	600,000	(569,621)	30,379	30,379	-	-	30,379	-
Sub-total	600,000	(569,621)	30,379	30,379	-	-	30,379	-

Repair and Renovation

Report as of March 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Projects Closed								
F24007 CC - C45.1322 CPET Worktables	-	5,421	5,421	5,421	-	5,421	-	100.00%
F24014 CC - C45 RO Cover	-	-	-	-	-	-	-	-
F24031 CC - C3 Level 3 - Demo Lockers	-	12,673	12,673	12,673	-	12,673	-	100.00%
F24033 CC - C19.365 Science Lab Renovation	-	11,594	11,594	11,594	-	11,594	-	100.00%
F24034 CC - C45.1001 Event Stage Reno	-	24,382	24,382	24,382	-	24,382	-	100.00%
F24009 NC - N17 Wallpaper Removal & Paint	-	111,319	111,319	111,319	-	111,319	-	100.00%
F24010 NC - N12.100 Sensory Room Ph II	-	-	-	-	-	-	-	-
F24015 NC - N14.112b Legal Resource Center	-	9,621	9,621	9,621	-	9,621	-	100.00%
F24018 NC - N7.2112j & N7.2118a Private Door	-	-	-	-	-	-	-	-
F24025 NC - N24.121 Replacement Facial Beds	-	15,715	15,715	15,715	-	15,715	-	100.00%
F24040 NC - N17.1059-59a&1061 Wall Removal	-	33,015	33,015	33,015	-	33,015	-	100.00%
F24045 NC - N12.205 Card Access Repair	-	4,825	4,825	4,825	-	4,825	-	100.00%
F24011 SC - S24.103 Esthetics Lab	-	95,173	95,173	95,173	-	95,173	-	100.00%
F24028 SC - S1.170 Undergraduate Research	-	-	-	-	-	-	-	-
F24013 MT - Maritime Gate	-	33,940	33,940	33,940	-	33,940	-	100.00%
F24024 MT - Parking Lot Expansion	-	-	-	-	-	-	-	-
F24035 MT - Maritime Handrail Phase II	-	5,000	5,000	5,000	-	5,000	-	100.00%
F24038 MT - Maritime Access Control Modification	-	8,728	8,728	8,728	-	8,728	-	100.00%
F24006 EDGE - E-1 Lab Furniture	-	-	-	-	-	-	-	-
F24029 EDGE - E1.232 Conference Room	-	9,749	9,749	9,749	-	9,749	-	100.00%
Sub-total	-	381,155	381,155	381,155	-	381,155	-	100.00%
TOTALS	600,000	880,871	1,480,871	1,480,871	393,889	812,331	274,651	81.45%

Action Item “IX”
Regular Board Meeting May 6, 2024
Consideration of Approval of Amendment to the 2023-2024 Budget
for Restricted Revenue and Expenses Relating to Federal and State Grants

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve an amendment to the 2023-2024 budget for restricted revenue and expenses related to grants.

BACKGROUND

Federal, state, and local grants may require amendments for receipt of newly awarded grants or changes to existing grants. These amendments should be processed in a timely manner to provide access to funding to meet the objectives set forth within the grant requirements. This budget amendment request includes additions to restricted revenues and restricted expenses as a result of new awards and changes to existing grants received during the month of April 2024.

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 \$745,760 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- 05-06-24
Attachment 2- Grant Detail- 05-06-24

RESOURCE PERSONNEL

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

SAN JACINTO COLLEGE DISTRICT
Federal, State, and Local Grant Amendments
May 6, 2024

	Fund	Org.	Account	Prog.	Amount Debit (Credit)
<u>U.S. National Science Foundation - Advanced Technological Education (ATE)/Pipeline for Cybersecurity</u>					
<u>Careers Aligned to National Standards (New Grant)</u>					
Federal Grant Revenue	534717	56700	554100	110000	(348,018)
PT - Extra Service Agreement	534717	56700	614200	460961	85,290
Benefits	534717	56700	650000	460961	7,677
Supplies	534717	56700	710000	460961	3,000
Travel	534717	56700	721000	460961	35,370
Contractual Services	534717	56700	731000	460961	45,000
Contractual Svcs - Indirect costs	534717	56700	731500	620909	81,745
Equipment	534717	56700	741000	160118	<u>89,936</u>
					\$ -
<u>U.S. National Science Foundation - Campus Cyberinfrastructure/CC* CIRA: Building Research Innovations in</u>					
<u>Community Colleges in TX (BRICCs-TX) (New Grant)</u>					
Federal Grant Revenue	534716	56700	554100	110000	(199,344)
Non-Instructional Labor	534716	56700	610000	460961	72,510
Benefits	534716	56700	650000	460961	21,753
Supplies	534716	56700	711000	460961	3,250
Travel	534716	56700	721000	460961	42,000
Contractual Services	534716	56700	731000	460961	17,000
Contractual Svcs - Indirect costs	534716	56700	731500	620909	<u>42,831</u>
					-
<u>U.S. Department of Transportation/Texas Department of Transportation - 2024 National Summer Transportation</u>					
<u>Institute Program (NSTI) (New Grant)</u>					
Federal Grant Revenue	532005	56700	554100	110000	(27,032)
Instructional Labor - Adjunct	532005	56700	621100	561611	12,000
Fringe Benefits	532005	56700	650000	561611	720
Supplies	532005	56700	710000	561611	800
Travel	532005	56700	721000	561611	3,739
Contractual Services	532005	56700	731000	561611	8,584
Contractual Svcs - Indirect costs	534716	56700	731500	620909	<u>1,189</u>
					-
<u>U.S. Department of Labor/Texas Workforce Commission - FY2024 Apprenticeship Training Program</u>					
<u>Chapter 133 (Additional Funds)</u>					
Federal Grant Revenue	531726	56700	554100	110000	12,859
Federal Grant Revenue	539357	56700	554100	110000	(4,082)
Federal Grant Revenue	531727	56700	554100	110000	(60,615)
State Grant Revenue	551048	56700	554200	110000	50,047
Contractual Services	531727	56700	731000	460961	<u>1,791</u>
					-

Texas Higher Education Coordinating Board/Houston Community College System - Texas Reskilling and Upskilling Through Education (TRUE) Program (New Grant)

State Grant Revenue	555058	56700	554200	110000	(150,000)
Supplies	555058	56700	710000	465850	32,316
Equipment	555058	56700	741000	465850	30,184
Student Aid - Scholarships	555058	56700	751009	520235	<u>87,500</u>

Robert Wood Johnson Foundation/The University of Texas Health Science Center at Houston - Summer Health Professions Education Program (SHPEP) 2023 (Additional Funds)

Local Grant Revenue	577014	56700	554300	110000	(19,575)
PT - Extra Service Agreement	577014	56700	614200	460913	3,663
Instructional Labor - Adjunct	577014	56700	621100	460913	12,400
Benefits	577014	56700	650000	460913	995
Supplies	577014	56700	711000	460913	550
Travel	577014	56700	721000	460913	1,035
Contractual Svcs - Indirect costs	577014	56700	731500	620909	<u>932</u>

\$ -

Net Increase (Decrease)

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

Grant Funding Summary by Agency:

U.S. National Science Foundation	\$ 547,362
U.S. Department of Transportation	27,032
U.S. Department of Labor	1,791
Texas Higher Education Coordinating Board	150,000
Robert Wood Johnson Foundation	<u>19,575</u>
	\$ 745,760

U.S. National Science Foundation - Advanced Technological Education (ATE)/Pipeline for Cybersecurity Careers Aligned to National Standards (New Grant)

This project will establish a physical Security Operations Center (SOC) that replicates the experience of working in an actual SOC. The SOC will prove to be an excellent resource for students aspiring for a career in cybersecurity, offering them hands-on experience while safeguarding the College against actual security threats. The intent is to design a comprehensive set of six courses with a specific curriculum that aligns with national standards and industry requirements. These courses will emphasize practical training in defending a network within a Security Operations Center. The final curriculum will be transferable to other higher education institutions and will be submitted for accreditation as a Center of Academic Excellence.

U.S. National Science Foundation (NSF) - Campus Cyberinfrastructure/CC CIRA: Building Research Innovations in Community Colleges in TX (BRICCs-TX) (New Grant)

This project creates a collaborative network of community colleges and universities focusing on the development of research skills in community college students. The approach leads from basic research techniques to data driven analytics. Working with South Plains College, Tarrant College, Texas A&M University and Texas Tech University, San Jacinto College plans to lead a team that exemplifies collaboration for all levels of students. The goals of BRICCs-TX are: 1) to share computing power and cyberinfrastructure solutions and opportunities for collaboration in the cloud and in hardware across the State, 2) to host in-person workshops, 3) to work with the Texas Higher Education Coordinating Board to establish a hub on their Open Educational Resources website (OERTX) that will serve as a repository of information on research collaboration and cyberinfrastructure supporting research, 4) to establish a communication structure for Texas that lays the foundation for further regional connectivity for small higher education institutions in the area of research based on data collection, and 5) to collaborate with other NSF initiatives in Texas that are focused on cyberinfrastructure and/or cloud architecture.

U.S. Department of Transportation/Texas Department of Transportation - 2024 National Summer Transportation Institute Program (NSTI) (New Grant)

This grant funds the National Summer Transportation Institute (NSTI) program, which will be held during summer 2024. This program introduces high school students to a variety of transportation careers and provides educational enhancement activities. The NSTI program will enhance the STEM skills of high school students; create an awareness about all of the careers that are a part of the transportation industry, whether on land, on the water, or in the air; stimulate an interest for seeking one of those careers in transportation to pursue; and demonstrate the interdisciplinary nature of the field of transportation as well as its contribution to the U. S. economy. Students will receive training and exposure to science, mathematics, and technological enrichment through planned educational activities. Program activities will include educational field trips and on-site seminars to introduce various transportation services and host presentations by professionals in the transportation industry. Through three weeks of program sessions, 15-20 students will be impacted.

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

San Jacinto College's continuing program is with the Central South Carpenters and Millwrights Training Trust Fund in Houston, Austin, and San Antonio. This program has been producing trained apprentices in the Houston area for more than 10 years. The College will be working with Apache Industrial Services in Houston who will train 39 insulation workers, 21 painters industrial coating and lining specialists, and 50 gasoline erectors.

Texas Higher Education Coordinating Board/Houston Community College System - Texas Reskilling and Upskilling Through Education (TRUE) Program (New Grant)

The San Jacinto College's Center for Entrepreneurship & Business (CE&B) is poised to significantly bolster student success through a comprehensive support system. This initiative will ensure students not only enroll but also thrive and secure gainful employment in sectors where demand is high, and wages are sustainable.

This project will provide:

- (1) Collaborative curriculum development-Leadership at the CE&B will join forces with both new and seasoned advisory committees, alongside instructional leaders, to refine and enrich the curriculum;
- (2) Scholarship opportunities-To further incentivize enrollment, the Hub's leadership will collaborate with the San Jacinto College Foundation to create and distribute scholarships;
- (3) Professional guidance-An 'Entrepreneur in Residence' program will be established to leverage the expertise of seasoned professionals. These entrepreneurs will offer invaluable guidance and mentorship;
- (4) Program promotion and coordination-A dedicated project coordinator will be appointed to effectively market the programs, with a focus on boosting both enrollment and student retention rates; and
- (5) Enhanced pathways and financial support-The proposed initiatives are designed to enhance educational pathways and provide financial support to students, making education affordable and equipping displaced workers with the skills required for high-demand occupations.

Robert Wood Johnson Foundation/The University of Texas Health Science Center at Houston – Summer Health Professions Education Program (SHPEP) 2023 (Additional Funds)

The SHPEP project is a free six-week academic enrichment summer program to help qualified undergraduate students from underserved communities compete successfully for medical and dental school admission. The College collaborates with The University of Texas Health Science Center at Houston on this project and provides basic science instruction and testing including components of physics, organic chemistry, and statistics.

Action Item “X”
Regular Board Meeting May 6, 2024

**Consideration of Approval of Rescission of Policy IV-C-4: Policy for Interviewing and
Recommending Full-time Contracted Personnel - Second Reading**

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees rescind Policy IV-C-4: Policy for Interviewing and Recommending Full-Time Contracted Personnel.

BACKGROUND

This action requests rescission of Policy IV-C-4 as the content is addressed in the College’s current Policy IV.4003.A, Filling Vacancies and referenced in the related associated procedures.

The associated Procedure 5-1: Faculty Recruitment was approved by the Strategic Leadership Team for rescission and is being provided to the Board of Trustees as an informational item. The content of the procedure is also included in the College’s current Policy IV.4003.A, Filling Vacancies and referenced in the related associated procedures. The rescission of this procedure will become effective when the Board approves the rescission of the policy.

IMPACT OF THIS ACTION

This policy rescission recommendation was sent to the College community for review on April 1, 2024 through April 15, 2024. No comments were received.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

No budgetary impact.

MONITORING AND REPORTING TIMELINE

No monitoring and reporting.

ATTACHMENTS

- Attachment 1 – Summary of Changes
- Attachment 2 - Policy IV C-4: Policy for Interviewing and Recommending Full-Time Contracted Personnel (rescission)
- Attachment 3 - Procedure 5-1: Faculty Recruitment (rescission - informational item)

RESOURCE PERSONNEL

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Policies and Procedures Summary of Changes

New Policy Number: *N/A*

Proposed Policy Name: **N/A**

Current Policy Number/Name: **Policy IV C-4: Policy for Interviewing and Recommending Full-Time Contracted Personnel**

New Procedure Number: *N/A*

Proposed Procedure Name(s): **N/A**

Current Procedure Number(s)/Name(s): **Procedure 5-1: Faculty Recruitment**

Action Recommended for Policy: **Rescind**

Action Recommended for Procedures: **Rescind**

Web Links:

<https://www.sanjac.edu/about/policies-procedures/5-1-Faculty-Recruitment.pdf>

<https://www.sanjac.edu/about/policies-procedures/IV-C-4-Policy-on-Interviewing-and-Recommending-Full-time-Contracted-Personnel.pdf>

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

Secondary Owner: Vickie Del Bello, Vice President, Human Resources

Summary of Changes:

- Rescind Policy IV C-4 and Procedure 5-1 as the content in both is discussed in the Colleges current Policy IV.4003.A, Filling Vacancies and referenced in other associated procedures.

Policy IV-C-4: Policy for Interviewing and Recommending Full-Time Contracted Personnel

Policy for Interviewing and Recommending Full-Time Contracted Personnel

There shall be on each campus of the college, a personnel committee charged with the responsibility of interviewing qualified applicants for full-time contracted personnel vacancies for the purpose of formulating a recommendation to the district office.

Policy #:	IV-C-4
Policy Name:	Policy for Interviewing and Recommending Full-Time Contracted Personnel
Pages:	1
Adopted Date:	March 2, 1981
Revision/Reviewed Date:	June 5, 1984, and February 3, 1992
Effective Date:	March 2, 1981; June 5, 1984, and February 3, 1992
Associated Procedure:	

Procedure 5-1: Faculty Recruitment

The College describes appointment and recruitment procedures in the faculty handbook and other published documents. Appointment procedures are described in detail in the Board of Regents Policy Manual under Policy IV-C-3. Each full-time faculty member should have access to the electronic version of the policy manual. The procedures are also listed on the Internet under the College homepage. Any individual interested in acquiring this information may do so by requesting it from the Human Resources Office.

The dean notifies the campus president of a vacancy/new faculty position who in turn notifies the Human Resources Office to post a position announcement. Faculty positions are advertised on the College employment web site. In addition, faculty postings may be advertised in a major newspaper (Houston Chronicle) or on various websites dedicated to recruiting potential employees. These advertisements contain, among other details, information regarding job description, minimum degree requirements, position availability, contract length and the equal opportunity employer statement.

Procedure #:	5-1
Procedure Name:	Faculty Recruitment
Pages:	1
Adopted Date:	
Revision/Reviewed Date:	June 2, 2008
Effective Date:	June 2, 2008
Associated Policy:	

Action Item “XI”
Regular Board Meeting, May 6, 2024
Consideration of Approval of Policy III.3006.G, Prohibited Use of
Drugs and Alcohol – Second Reading

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve Policy III.3006.G, Prohibited Use of Drugs and Alcohol.

BACKGROUND

This action is being requested to create a new policy on Prohibited Use of Drugs and Alcohol. This policy and associated procedure apply to employees and students. Based on legal guidance and to reflect the College’s current practices, this policy is in alignment with Board Policy 7002.A, Alcohol Usage at Events on College Property.

According to the Drug-Free Schools and Communities Act Amendment of 1989, Public Law 101-226, the College will notify employees and students in writing of College standards of conduct, possible legal sanctions and penalties, health risks associated with alcohol and drug abuse, the College’s programs, and disciplinary sanctions for violations.

IMPACT OF THIS ACTION

This policy will be sent to the College community on April 1, 2024 through April 15, 2024. One comment was received that resulted in an edit to the procedure (see attachment 4 – highlights).

Procedure 3-2, Drug-free Workplace is being rescinded and replaced with a new procedure on Prohibited Use of Drugs and Alcohol. Procedures are provided for informational purposes and will not be voted on.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

No budgetary impact.

MONITORING AND REPORTING TIMELINE

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

ATTACHMENTS

Attachment 1 – Summary of Changes
Attachment 2 – Policy III.3006.G, Prohibited Use of Drugs and Alcohol (proposed new policy)

Informational Items:
Attachment 3 – Procedure 3-2, Drug-free Workplace (current procedure - rescission)
Attachment 4 – Procedure III.3006.G.a, Prohibited Use of Drugs and Alcohol Procedures (proposed new procedure)

Action Item “XI”
Regular Board Meeting, May 6, 2024
Consideration of Approval of Policy III.3006.G, Prohibited Use of
Drugs and Alcohol – Second Reading

RESOURCE PERSONNEL

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Policies and Procedures Summary of Changes

New Policy Number: **III.3006.G**

Proposed Policy Name: **Prohibited Use of Drugs and Alcohol**

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

New Procedure Number: **III.3006.G.a**

Proposed Procedure Name(s): **Prohibited Use of Drugs and Alcohol**

Current Procedure Number(s)/Name(s): **Procedure 3-2, Drug-free Workplace**

Action Recommended for Policy: **New**

Action Recommended for Procedures: **New; Rescind Procedure 3-2, Drug-free Workplace**

Web Links: <https://www.sanjac.edu/about/policies-procedures/3-2-Drug-free-Workplace.pdf>

Primary Owner: Laurel Williamson, Deputy Chancellor, and President

Secondary Owner: Sandra Ramirez, Vice Chancellor, Human Resources and Organizational Talent and Effectiveness

Summary of Changes:

- Created a new policy and procedure on prohibited use of drugs and alcohol that applies to both employees and students.
- This policy and procedure were created in conjunction with legal guidance and reflects the College's current practices. It also aligns with Board Policy 7002.A, Alcohol Usage at Events on College Property.
- Rescind Procedure 3-2, Drug-free Workplace.

Based on feedback from the College community, a paragraph was added to the procedure that says:

Additional Resources: Students and employees may access more information and be connected to counseling services or community resources if they struggle with controlled substances or alcohol. [Resources](#)

Policy III.3006.G, Prohibited Use of Drugs and Alcohol

Purpose

This policy prohibits the use of drugs and alcohol on campus or at College activities, and it directs students and employees to College resources related to conduct standards, reporting complaints, and applicable complaint procedures.

Policy

The use or ingestion of alcoholic beverages and illicit drugs is prohibited on property and in buildings owned, leased, or controlled by the San Jacinto College District. This policy also prohibits the unlawful manufacture, distribution, dispensation, sale, or possession of controlled substances/illicit drugs or alcohol. This policy applies to students, employees, trustees, contractors, and visitors.

In addition, occupants of motor vehicles shall not consume, possess, or transport any alcoholic beverages or illegal substances. This applies to motor vehicles owned or rented by the College but also applies to private vehicles that are used in the course and scope of one's employment, while on duty for the College, or during the course of a student activity sponsored by the College.

Students and employees who report to work, class or a College activity (including College athletics) while under the influence of controlled substances, illicit drugs, or alcohol are subject to discipline, including termination or expulsion.

Prescription and over-the-counter drugs are permitted only when taken in standard dosage or according to a physician's prescription.

Notwithstanding these prohibitions, the Chancellor is authorized to permit the use, service or consumption of alcohol for persons older than 21 at certain events sponsored by the College or the San Jacinto College Foundation. An event is sponsored by the College if a budgeted office, department, or division of the College is responsible for organizing the event, inviting attendees, and paying expenses related to the event, except that such an event is considered to be sponsored even if an outside entity pays for the food and beverages at the event. Meetings or events organized and presented by registered faculty, staff, or student organizations are not considered events sponsored by San Jacinto College.

In addition, nothing in this policy precludes employees older than 21 from consuming alcohol at off-campus education conferences, golf tournaments, or similar activities.

Employees who consume alcohol at approved events shall conduct themselves responsibly and professionally.

Employees who receive College funds for travel may not use the funds to buy alcoholic beverages. For more information on College standards of conduct regarding drugs and alcohol, refer to the following related resources, which are available on the College website: Student

Attachment 2 – Proposed New Policy

Handbook and Code of Conduct (applicable to all students), the Athletic Handbook (applicable to student athletes), Policy VI-HH: Policy on Drugs and Testing for Student Athletes; and Policy VII.7002.A, Alcohol Usage at Events on College Property.

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

Associated Procedures

Procedure III.3006.G.a, Prohibited Use of Drugs and Alcohol

Date of Board Approval	Anticipated May 6, 2024
Effective Date	Anticipated May 7, 2024
Primary Owner	Deputy Chancellor & President Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
Secondary Owner	Associate Vice Chancellor, Student Services Vice President, Human Resources

Procedure 3-2: Drug-free Workplace

It is the declared policy of the United States Government to create a Drug-Free America by 1995. College policies relating to the use of illegal drugs and alcoholic beverages have been established by the Board of Trustees of San Jacinto College in compliance with state and federal law.

College policy prohibits all employees (full-time and adjunct personnel and staff) for engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage in the workplace, or reporting to work or class under the influence of alcoholic beverages or illegal drugs. None of the funds awarded or reimbursed for travel expenses may be for alcoholic beverages.

Procedure #:	3-2
Procedure Name:	Drug-free Workplace
Pages:	1
Adopted Date:	
Revision/Reviewed Date:	
Effective Date:	
Associated Policy:	

Procedure III.3006.G.a, Prohibited Use of Drugs and Alcohol

Associated Policy

Policy III.3006.G, Prohibited Use of Drugs and Alcohol

Procedures

The use of controlled substances and alcohol on campus subjects the College, its students, and employees to unacceptable risks of injury, interferes with the learning and working environments, and is inconsistent with the behavior expected of persons associated with the College.

The College firmly supports remedial assistance and education and, when necessary, disciplinary action for those individuals who violate conduct expectations, including those related to the use, possession, distribution or possession for purposes of distribution, of any controlled substances, illegal drugs, or alcohol on College property or at College-sponsored activities at off-campus locations.

Alcohol: State law prohibits individuals under 21 years of age from possessing, consuming, or serving alcoholic beverages. Therefore, no person under the age of 21 may possess, consume, or serve alcohol while on campus or at any College-related program or activity. Additionally, San Jacinto College is designated as an alcohol-free institution. Therefore, individuals who are 21 and older are prohibited from consuming, possessing, serving, and/or using alcohol on campus or at any College-related program or activity, except as may be authorized by [College Policy VII.7002.A](#).

Controlled Substances: The consumption, possession, or distribution of controlled substances is prohibited on College property and at any College-related program or activity. Prescription and over-the-counter drugs are permitted only when taken in a standard dosage or according to a physician's prescription.

Resources for Employees and Students:

Resources

Student Handbook: The College's on-line Student Handbook and Code of Student Conduct contains educational information about the health risks associated with use of alcohol and controlled substances, treatment options, and disciplinary processes for students who violate college rules or policies. [Student Handbook](#)

College Response to Alleged Violations by Students and Employees: The College will investigate reported, alleged violations of the College's policies and procedures regarding alcohol and controlled substances and will exercise professional judgement in the imposition of sanctions or discipline in accordance with the College's prescribed disciplinary procedures. Disciplinary and remedial options include, but are not limited to, counseling/education, community service, reprimand, probation, suspension/expulsion (students), and discipline for employees, up to and including termination. In addition, depending on the facts and

circumstances, the College also may seek criminal charges through the Harris County District Attorney’s Office.

Athletic Handbook: Student athletes are subject to the standards and procedures addressed in the Athletic Handbook. [Student-Athlete Handbook](#)

Amnesty for Students Who Report Medical Emergencies: Alcohol poisoning and drug overdose are serious and life-threatening medical emergencies. Sometimes students may be afraid to seek emergency medical care when alcohol poisoning or drug overdose is suspected because of concern over negative consequences for themselves or others.

A student should seek help immediately if they are concerned about someone experiencing a medical emergency. A current student can avoid formal disciplinary action when they seek emergency medical assistance for themselves or others experiencing a medical emergency due to drug or alcohol consumption. Students who are granted amnesty may still receive communication and resources from departments on campus to support their well-being and reduce risk in the future.

Additional Resources: Students and employees may access more information and be connected to counseling services or community resources if they struggle with controlled substances or alcohol. [Resources](#)

Date of SLT Approval	March 19, 2024
Effective Date	Anticipated May 7, 2024
Associated Policy	Policy III.3006.G, Prohibited Use of Drugs and Alcohol
Primary Owner of Policy Associated with the Procedure	Deputy Chancellor & President Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
Secondary Owner of Policy Associated with the Procedure	Associate Vice Chancellor, Student Services Vice President, Human Resources

Action Item “XII”
Regular Board Meeting May 6, 2024

Consideration of Rescission of Policy IV-E-14, Policy on Intellectual Property Rights and Honoraria and Approval of Policy V.5003.B, Intellectual Property Rights - Second Reading

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees rescind Policy IV-E-14, Policy on Intellectual Property Rights and Honoraria and approve Policy V.5003.B, Intellectual Property Rights.

BACKGROUND

The current Policy on Intellectual Property Rights has been updated to address items identified for inclusion in [Texas Education Code Subchapter O Section 51.680](#) and general updates to cover ownership, licensing, and use of College intellectual property. Significant legal guidance was obtained in developing the new policy. References to honoraria were removed as Honoraria guidelines will be available in the Faculty Handbook in May 2024 and are available on the Center for Excellence in Teaching and Learning (CETL) SharePoint Site. The Honoraria guidelines are also distributed annually to all employees when the request for applications is sent out College-wide.

IMPACT OF THIS ACTION

This policy will be sent to the College community on April 1, 2024 through April 15, 2024. Two comments were received that resulted in changes to the Policy (see attachment 3 and 5 – highlights).

The procedures are provided for informational purposes and will not be voted on.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

No budgetary impact.

MONITORING AND REPORTING TIMELINE

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

ATTACHMENTS

Attachment 1 – Summary of Changes

Attachment 2 – Current Policy IV-E-14: Policy on Intellectual Property Rights and Honoraria (Rescind)

Attachment 3 – Proposed Policy V.5003.B, Intellectual Property Rights (New)

Informational Item Only:

Attachment 4 – Current Procedure 5-14, Professional Publishing (Rescind)

Attachment 5 – Procedure V.5003.B.a, Request Transfer of Intellectual Property (New)

Attachment 6 – Procedure V.5003.B.b, Agreements for Works for Hire of Instructional Content and Other Intellectual Property (New)

Action Item "XII"
Regular Board Meeting May 6, 2024

Consideration of Rescission of Policy IV-E-14, Policy on Intellectual Property Rights and Honoraria and Approval of Policy V.5003.B, Intellectual Property Rights - Second Reading

RESOURCE PERSONNEL

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Policies and Procedures Summary of Changes

New Policy Number: ***V.5003.B***

Proposed Policy Name: **Intellectual Property Rights**

Current Policy Number/Name: Policy IV-E-14 Policy on Intellectual Property Rights and Honoraria

New Procedure Number: ***V.5003.B.a and V.5003.B.b***

Proposed Procedure Name(s): **Request Transfer of Intellectual Property (V.5003.B.a)**

Agreements for Works for Hire of Instructional Content and Other Intellectual Property (V.5003.B.b)

Current Procedure Number(s)/Name(s): 5-15 Professional Publishing

Action Recommended for Policy:

New policy and Rescind Policy IV-E-14, Policy on Intellectual Property Rights and Honoraria

Action Recommended for Procedures: **New procedures and Rescind Procedure 5-15, Professional Publishing**

Web Links:

[IV-E-14-Policy-on-Intellectual-Property-Rights-and-Honoraria.pdf \(sanjac.edu\)](#)

[5-15-Professional-Publishing.pdf \(sanjac.edu\)](#)

Primary Owner: Deputy Chancellor/President

Secondary Owner: Provosts

Summary of Changes:

Policy Changes

- New policy to focus on intellectual property rights.
- Addresses items identified for inclusion in [Texas Education Code Subchapter O Section 51.680](#) and general updates to cover ownership, licensing, and use of College intellectual property.
- Honoraria guidelines will be available in the Faculty Handbook in May 2024 and are available on the Center for Excellence in Teaching and Learning (CETL) SharePoint Site. The Honoraria guidelines are also distributed annually to all employees when the request for applications is sent out College-wide.

Procedure Changes

- New procedure to allow employees to request transfer of intellectual property rights from San Jacinto College.
- New procedure to explain process for works for hire in the development of instructional content by non-contract employees.
- Honoraria guidelines will be available in the Faculty Handbook in May 2024 and are available on the Center for Excellence in Teaching and Learning (CETL) SharePoint Site. The Honoraria guidelines are also distributed annually to all employees when the request for applications is sent out College-wide.

Policy IV-E-14: Policy on Intellectual Property Rights and Honoraria

Policy on Intellectual Property Rights and Honoraria

The San Jacinto College District may ask a full-time employee to write a book to be used as the adopted text for a course of study. If the employee agrees to write the book, the college will publish it, and the faculty member will be paid a royalty to be mutually agreed upon.

The Board of Trustees shall own the copyright of all materials, including computer software programs, produced within an employee's scope of employment or in which San Jacinto College District supplies or equipment played a dominant role. Works authored or created by an employee on his or her own time, without expense to the Board of Trustees and without instruction, direction, or control of the employee's superiors, are owned by the employee.

Copyrights of the Board of Trustees may be waived in favor of or assigned to the employee upon approval of an application submitted to the Board through the Chancellor.

The college district may pay an honorarium to full-time employees for appropriate scholarly accomplishments, including but not limited to books written and published by a commercial publisher other than San Jacinto College District.

Policy #:	IV-E-14
Policy Name:	Policy on Intellectual Property Rights and Honoraria
Pages:	1
Adopted Date:	June 3, 1985
Revision/Reviewed Date:	May 2, 1994, October 7, 2002, October 8, 2007
Effective Date:	June 3, 1985, May 2, 1994, October 7, 2002, October 8, 2007
Associated Procedure:	5-15

Policy V.5003.B, Intellectual Property Rights

Purpose

This policy provides guidance for intellectual property rights of employees and students of San Jacinto College. The revised policy aligns with requirements of [Texas Education Code Subchapter O, Section 51.680](#).

Policy

This policy applies to all full-time and part-time San Jacinto College ("College") employees, students working with or without compensation on any project under the direction and control of the College, and anyone using College facilities or conducting activities under the supervision of College personnel.

This policy shall apply to intellectual property of all types regardless of whether subject to protection under patent, trademark, copyright, or other laws. Intellectual property includes, but is not limited to, books, course material, dramatic works, and other written material, software, music composition, artwork, graphics, photography, video and film, and scientific or technological inventions.

Classification of Property.

- A. Intellectual property created with no College resources, labor, materials, facilities or equipment.
- B. Intellectual property created in whole or in part with College resources, labor, materials, facilities, or equipment.
- C. Intellectual property that results from any activity supported by a grant or contract with federal, state, or local government, or any agency thereof, a nonprofit or for-profit nongovernmental entity, or by a private gift to the College.
- D. A "work made for hire" as defined in [17 U.S.C.101](#).

Property Rights and Obligations.

- A. When an individual creates intellectual property without College resources, labor, materials, facilities or equipment, the individual is the exclusive owner of the property.
- B. Intellectual property created in whole or in part with College resources, labor, materials, facilities or equipment is subject to ownership by the College. The creator(s) may request transfer of ownership of intellectual property through the Chancellor or designee.
- C. Intellectual property that results from any activities supported by a grant or a contract with federal, state or local government, or any agency thereof, a

Attachment 3 - Proposed Policy

non-profit or for-profit nongovernmental entity, or by private gift to the College shall be subject to ownership by the College unless superseded by the specific terms of the agreement.

D. When a work is made for hire, the College is the legal owner of the work. This rule applies to employees who created the work in the course and scope of their employment. This rule also applies to an independent contractor who is not an employee but is engaged to create a work and is subject to the specific terms of a work- made-for-hire agreement between the College and the contractor.

E. **Use of Copyrighted Material.** Unless the proposed use of a copyrighted work is an exception under the “fair use” guidelines maintained by the Chancellor or designee, the College shall require an employee or student to obtain a license or permission, or work with the College to obtain such license or permission, from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder’s work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

1. All persons are prohibited from using College technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with College technology resources. No person shall use the College’s technology resources to post, publicize, or duplicate information in violation of copyright law. The Chancellor or designee shall employ all reasonable measures to prevent the use of College technology resources in violation of the law. All persons using College technology resources in violation of law shall lose user privileges in addition to other sanctions.
2. Unless any license or permission obtained provides otherwise, lawfully obtained electronic media in the classroom, including motion pictures and other audiovisual works, must be used in the course of ~~face-to-face~~ teaching activities as defined by law.
3. The College shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent's identity. The College shall include on its website information on how to contact the College’s designated agent and a copy of the College’s copyright policy. Upon notification, the College’s designated agent shall take all actions necessary to remedy any violation. The College shall provide the designated agent appropriate training and resources necessary to protect the College.

4. If a content owner reasonably believes that the College's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

4.5. For more information regarding use of copyrighted and trademarked materials see Policy VI-K.

F. Trademark. The College protects all College and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

1. The College may grant permission to College-approved student organizations the use of College trademarks in furtherance of school-related business or activity. The Chancellor or designee shall determine what constitutes use in furtherance of school-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.
2. Members of the general public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use College trademarks without the written permission of the Chancellor or designee. Any production of merchandise with College trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.
3. Any individual, organization, or business that uses College trademarks without appropriate authorization may be subject to legal action.

2.4. For more information regarding use of copyrighted or trademarked materials see Policy VI-K.

Property Rights and Responsibilities by Role

A. Full and part-time employees shall disclose scientific and technological developments, including inventions, discoveries, trade secrets, and computer software supported by College resources. Upon disclosure, the Chancellor or designee will direct a review for evaluation and determination of ownership, legal protection, licensing actions, and/or compensation.

Upon the termination of any person's association with the College, all permission to access, possess, receive, or modify the College's intellectual property shall also immediately be terminated. All such persons shall return to the College all physical and digital intellectual property, including but not limited to any copies, no matter how kept or stored and whether directly or indirectly possessed by such person, and the College shall have rights to continue to use the materials as deemed appropriate by College leadership in the future.

B. Students shall retain their intellectual property rights on projects produced as a result of their individual initiative (e.g., course assignments, artwork) and that

Attachment 3 - Proposed Policy

involve only incidental use of College facilities and resources unless an exception is noted in College policy. If the student is working on a project initiated and funded by San Jacinto College, ownership resides with the College.

C. The College District may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that the College District shall own the work product created under the agreement, as permitted by copyright law. Independent contractors shall comply with copyright law in all works commissioned.

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

Associated Procedures

Procedure V.5003.B.a, Request Transfer of Intellectual Property

Procedure V.5003.B.b, Agreements for Works for Hire of Instructional Content and Other Intellectual Property

Date of Board Approval	Anticipated May 6, 2024
Effective Date	Anticipated May 7, 2024
Primary Owner	Deputy Chancellor/President
Secondary Owner	Provosts

Procedure 5-15: Professional Publishing

The procedures to be followed concerning faculty publications of books are as follows:

- As a part of their duties, faculty members will prepare class syllabi, as needed, without additional salary, honorarium or royalty.
- The district will pay an honorarium for appropriate books and other scholarly accomplishments including poetry, short stories, music and/or articles published, choreography performed and art shown at galleries.
- A district-wide honorarium review committee composed of faculty will review books, laboratory manuals and other scholarly accomplishments submitted to The San Jacinto College District for a possible honorarium.
- The district can publish any textbook it desires, and will do so only through a written contract with the author.
- The district will pay a royalty to authors of books the college chooses to publish. The amount of the royalty is to be mutually agreed upon.
- The district will pay no honorarium to any author to which it pays a royalty.
- The college bookstore will make no private arrangements with individuals to distribute unauthorized textbooks or syllabi.

The following definitions are offered for the purpose of clarification:

- The textbook is the primary source of information for a given course. Textbooks are selected by the faculty and approved by the campus vice-president of instruction.
- Syllabus is an outline of subject matter to be taught according to a specified time schedule. The syllabus lists textbooks and other materials, weekly assignments, course objects and bibliographies, and it summarizes evaluation methods.
- Honorarium is a financial remuneration awarded by the Board of Trustees to full-time employees for the authorship of a book or textbook published by a commercial publisher other than the college and for other scholarly accomplishments. The honorarium is awarded to the author or authors of a book or textbook that relates to instruction, education or the author or authors' professional field of study or research. Where books or textbooks are co-authored, the honorarium is divided equally among the authors and paid only to San Jacinto College employees. An honorarium of \$500 is paid for books and \$250 for laboratory manuals, workbooks and study guides. A honorarium \$50 is paid for the publication of poetry, \$100 for the publication of a short story, \$100 for the articles published, \$250 for plays published, \$250 for choreography performed and up to \$500 for art shown at art galleries during the employees tenure at the college.

- Royalty is a percentage of sales earned by the author or authors of books or textbooks published by The San Jacinto College District. Royalties are awarded under terms of a written contractual agreement between the college district as publisher and an author or authors.

Procedure #:	5-15
Procedure Name:	Professional Publishing
Pages:	1
Adopted Date:	
Revision/Reviewed Date:	
Effective Date:	
Associated Policy:	IV-E-14

Procedure V.5003.B.a, Request Transfer of Intellectual Property

Associated Policy

Policy V.5003.B.a, Intellectual Property Rights

Procedures

San Jacinto College recognizes the talent and hard work of ~~faculty~~ employees in preparing materials that are used to teach and support our students. We recognize that there may be occasions when ~~an employee a faculty member~~ desires to acquire ownership of materials that they have prepared or to make available to others, including as Open Educational Resources (OER). Under College policy, an individual employee may request the assignment of intellectual property or copyright by submitting an application to the Chancellor or designee. Upon receipt of the application, the Chancellor or designee will direct a review of the request.

- A. If the College does not assert its right to ownership of the intellectual property, the creator(s) shall be notified that they are free to obtain and exploit intellectual property protection in their own right and the College shall not have any further rights, obligation, or duties with respect thereto except that, in some instances, the College may elect to:
 - 1. retain a non-exclusive, non-revocable, non-transferable, perpetual, royalty-free license to use the intellectual property;
 - 2. impose certain limitations or obligations; or
 - 3. retain certain income rights, depending upon the degree of College support involved in the creation of the intellectual property.
- B. With respect to intellectual property in which the College asserts its ownership, the College shall decide how, when, and where the intellectual property is to be protected, and may proceed through its own efforts or those of counsel, or an appropriate private firm to obtain protection and manage the intellectual property.

Date of SLT Approval	March 19, 2024
Effective Date	Anticipated May 7, 2024
Associated Policy	Policy V.5003.B, Intellectual Property Rights
Primary Owner of Policy Associated with the Procedure	Deputy Chancellor/President
Secondary Owner of Policy Associated with the Procedure	Provosts

Procedure V.5003.B.b, Agreements for Works for Hire of Instructional Content and Other Intellectual Property

Associated Policy

Policy V.5003.B, Intellectual Property Rights

Procedures

When employees create intellectual property in the course and scope of their employment, the College is the owner of the intellectual property, and no additional agreement is required. In some instances, however, the College may request an employee to create a work beyond the course and scope of their regular duties.

A part-time employee who is a subject matter expert (SME) may be requested to create instructional content beyond the course and scope of their regular employment. Such work will be performed pursuant to an SME Agreement, and any additional compensation will be paid in accordance with regular payroll processes as set forth in the SME Agreement. An SME Agreement may also be used with a contracted faculty member for work performed outside the contract period.

A full-time, contracted employee who provides services beyond the scope of their regular duties pursuant to an Extra Services Agreement will receive additional compensation which will be paid in accordance with regular payroll processes.

The College may also hire an independent contractor for specially commissioned work(s). An independent contractor will perform the work pursuant to a signed written work-made-for-hire agreement. Such agreements will specify that the College is the owner of the work product, as permitted by copyright law. The independent contractor will be compensated in accordance with the College's procedures for paying third-party vendors.

Upon the termination or ending of any person's association with the College, all permission to possess, receive, or modify the College's intellectual property shall also immediately terminate. All such persons shall return to the College all intellectual property, including but not limited to any drafts or copies, no matter how kept or stored, and whether directly or indirectly possessed by such person. Such agreements will be managed by the instructional department in collaboration with Instructional Innovation & Support (IIS).

This Procedure does not impair, limit, or affect the College's rights in relation to any work(s) made by College employees in the course and scope of their employment.

Steps for Entering into a Work-Made-for-Hire Agreement/SME Agreement with A Non-Contract Employee

1. Department Chair will meet with Instructional Innovation & Support to discuss the scope and learning outcomes for project deliverables and agree to a timeline and deadlines.

Attachment 6 - Proposed Procedure

2. The College contract for the development of instructional content will be routed for signatures and Chancellor approval prior to Subject Matter Expert (SME) commencing work.
3. IIS will coordinate with the instructional department point of contact and Blackboard Support for the creation of a Blackboard development site.
4. An initial meeting with the IIS, the instructional department point of contact, and the SME to begin the project.
5. IIS will work with the Department Chair to review the content submitted and verify acceptance for each phase of the project.

Definitions

A “work made for hire” is:

1. A work prepared by an employee within the scope of his or her employment; or
2. A work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

A “supplementary work” is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwards, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes.

An “instructional text” is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.

Date of SLT Approval	March 19, 2024
Effective Date	Anticipated May 7, 2024
Associated Policy	Policy V.5003.B, Intellectual Property Rights
Primary Owner of Policy Associated with the Procedure	Deputy Chancellor/President
Secondary Owner of Policy Associated with the Procedure	Assistant Vice Chancellor, Instructional Innovation and Support

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the 2024-2025 Annual Priorities for San Jacinto College.

BACKGROUND

For fiscal year 2024-2025, six annual priorities are recommended. These annual priorities were developed by the Strategic Leadership Team (SLT) including obtaining feedback from various members of their teams and being informed by the work of a variety of councils, committees, and taskforces. The SLT members will work with their respective members of the Strategic Leadership Communication Council (SLCC) to determine the necessary action plans to implement these priorities. The SLCC consists of approximately 150 leaders throughout the College including department chairs, directors, deans, and various other leadership levels across all instructional, support, and functional areas.

IMPACT OF THIS ACTION

The Board’s formal approval of the 2024-2024 Annual Priorities will allow the SLT, SLCC, and employees throughout the College to develop the work plans and related actions necessary to actualize the annual priorities. The 2024-2025 Annual Priorities will align the work of the employees with the College’s vision, mission, values, and strategic plan and will guide the development of individual performance plans for all full-time employees.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The proposed 2024-2025 budget is being prepared based on conservative revenue assumptions consistent with the current economic climate and concerns about the future economic outlook. The College’s strategic plan and proposed 2024-2025 Annual Priorities anchor the 2024-2025 budget development process and are the foundation of budget priorities. The Board of Trustees and the SLT are critically aware that the College must remain committed to our strategic plan and student focused priorities, even considering a potentially challenging future economic picture.

MONITORING AND REPORTING TIMELINE

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

ATTACHMENTS

Attachment 1 – 2024-2025 Annual Priorities

RESOURCE PERSONNEL

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

San Jacinto College

DRAFT 2024-2025 Annual Priorities

- **Maintain Our Commitment to a Culture of Access, Belonging, and Excellence:** Use disaggregated data, inquiry, self-reflection, and analysis to ensure that all existing College operations and activities promote accessible programs and student completion. Develop and implement strategies that address student outcomes by applying our collective knowledge, perspectives, and understanding of the many communities we serve. Implement lessons learned by providing a welcoming learning environment that fosters a sense of belonging and excellence for the advancement of students and employees of all backgrounds.
- **Expand Transfer and Career/Workforce Pathways:** Improve collaboration with transfer institutions that offer exceptional opportunities for students, with a focus on fields of study. Review existing institutional- and program-level articulation agreements with an emphasis on benefits to students, scholarships, support strategies, and program placement. Expand workforce programs through development of a responsive talent pipeline, student learning outcomes that reflect workplace culture and employer demand, and short-term credentials for immediate entry/re-entry into the workforce. Establish new pathways, certificates, and degrees that integrate continuing professional development and skills courses with credit offerings, resulting in accelerated student completion through competency-based and credit for prior learning models. Continue to strengthen employer relationships through sector-based Chancellor’s Advisory Councils, Program Advisory Committees, and outreach activities.
- **Expand Outreach Efforts Through College-Going Opportunities:** Finalize a strategic enrollment plan to enhance outreach, access, and support for community members who have been historically underrepresented in postsecondary education. Increase participation in Promise @ San Jac and develop responsive strategies to address non-college-going high school graduates. Implement recruitment plans for adults who never attended college, did not complete a credential, or who need additional credentials. Develop and implement an Opportunity High School Diploma program that serves adults who did not graduate from high school but are currently pursuing workforce credentials of value. Design courses that meet the need for entry-level jobs, incumbent worker training, career advancement, basic education, language skills acquisition, and high school equivalency.
- **Establish a San Jac Online Campus:** Create a standard of quality instruction for online courses and programs, designed to expand capacity and access for current and new populations of learners. Utilize and provide innovative technology to support student engagement and learning in an online environment, and provide fully online, high-quality student support services that encourage student engagement and success.
- **Advance a Culture of Organizational Engagement and Resiliency:** Respond to workforce demands and challenges in recruitment and retention of College employees in today’s competitive environment. Advance a culture of belonging and excellence through comprehensive employee engagement programs, robust leadership development initiatives, and impactful employee development programs. Develop leaders and employees with the skills of agility,

Attachment 1

innovation, resiliency, and flexibility. Implement actions for sustained organizational wellness strengthening employee skills supporting students of all backgrounds.

- **Evaluate and Optimize Performance Outcomes:** Identify opportunities where the needs of our students, the regional workforce, and the College's opportunities for performance funding intersect to optimize outcomes. Develop consistent methods to gather and report new categories of data, support students as they complete their goals, and enact structure and provide funding to maximize the new opportunities. Remain an active participant in THECB's efforts to continue refining the new community college funding model.

**Action Item “XIV”
Regular Board Meeting May 6, 2024
Consideration of Approval of Non-Credit Course Enrollment Charges**

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the schedule of charges for existing non-credit courses and delegate authority to the Chancellor to establish new non-credit courses and corresponding course enrollment charges offered during Fiscal Year 2025.

BACKGROUND

To meet evolving demand for workforce courses and to meet employer needs, new non-credit courses are under development throughout the fiscal year. Course development meets the Guidelines for Instructional Programs in Workforce Education issued by the Texas Higher Education Coordinating Board (THECB). Tuition and fees for non-credit courses are set by reviewing operating costs related to specific course offerings as well as reviewing competitor pricing.

IMPACT OF THIS ACTION

The full schedule of current course offerings and charges is brought to the Board of Trustees for review and approval annually. This provides the Board the opportunity to reaffirm existing courses and ratify new courses added during the previous year along with the related charges.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

This approval allows the development and implementation of non-credit courses to move forward in a timely manner to support the annual budgeted revenues.

MONITORING AND REPORTING TIMELINE

Budget reports are presented monthly.

ATTACHMENTS

Attachment 1 – Listing of Non-Credit Courses and Corresponding Charges

RESOURCE PERSONNEL

James Griffin	281-524-2089	James.griffin@sjcd.edu
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Christopher Wild	281-922-3466	christopher.wild@sjcd.edu
Allatia Harris	281-459-7140	allatia.harris@sjcd.edu
Aaron Knight	281-998-6150 (ext. 3204)	aaron.knight@sjcd.edu
Van Wigginton	281-542-2082	van.wigginton@sjcd.edu
Teri Zamora	281-998-6306	teri.zamora@sjcd.edu

		Represents Price Increase from FY24 to FY25						Represents a New Course Offering			
		Represents Price Decrease from FY24 to FY25									
Subject	Area	FY2024 Charge	FY2025 Charge 9/1/2024	FY2025 Charge 1/1/2025*	24-25 Delta	Course No.	Title	Contact Hrs			
ACNT	Accounting	740	755		15	55030	CPP Mastery Exam Prep	32			
ACNT	Accounting	680	710		30	55035	Acct Specialist Fast Track	56			
ACNT	Accounting	960	975		15	55036	Payroll Specialist Fast Track (FPE)	32			
ACNT	Accounting	940	940		0	55038	QuickBooks Complete w/Excel	80			
AERM	Composites Technician	2,135	1,945		(190)	55000	Composites Technician Track	102			
AIRP	FAA 107 (Drone Test Prep)	169	250		81	59365	FAA 107 (Drone Test Prep)	16			
BITC	Biotechnology	750	750		0	TBD	Intro to Biomanufacturing (theory only; up to 30 trainees)	8			
BITC	Biotechnology	750	750		0	TBD	Intro to Cleanrooms and Contamination Control (theory only; cost for up to 30 trainees)	8			
BITC	Biotechnology	3,000	3,000		0	TBD	Comprehensive Biomanufacturing Basic Skills (theory and hands-on; cost for up to 5 trainees)	24			
BITC	Biotechnology	5,000	5,000		0	TBD	Comprehensive Rapid Biomanufacturing Onboarding (theory and hands-on; cost for up to 5 trainees)	40			
BITC	Biotechnology	4,000	4,000		0	TBD	Comprehensive Cell Culture (theory and hands-on; cost for up to 5 trainees)	32			
BMGT	Project management	725	755		30	55102	PM-Cert Program Fast Track (CAPM)	56			
BUSC	Business	0	100		100	55021	Small Business Academy	48			
BUSG	Business	450	475		25	55036	Financial Fundamentals	32			
CBFM	Industrial Mechanic/Maintenance	0	1,295		1,295	55002	NCCER Scaffolding	120			
CETT	Aerospace	675	685		10	55014	Aerospace Basic Electrical - Analog Principles	63			
CETT	Aerospace	0	825		825	TBD	Aerospace DC & AC Electrical Principles	98			
CETT	Electrical/Electronics	0	1,295		1,295	55011	NCCER Electrical Level 1	120			
CMPT	Computers/IT	0	1,615		1,615	55012	CompTIA A+ Cert	80			
CNSE	Construction Equip Operator	0	200		200	55004	Equipment Operator: Forklift	9			
COMG	Languages	175	175		0	55072	ESL-Advanced A	32			
COMG	Languages	175	175		0	55073	ESL-Advanced B	32			
COMG	Languages	175	175		0	55074	ESL-Beginning A	32			
COMG	Languages	175	175		0	55075	ESL-Beginning B	32			
COMG	Languages	175	175		0	55076	ESL-High Intermediate A	32			
COMG	Languages	175	175		0	55077	ESL-High Intermediate B	32			
COMG	Languages	175	175		0	55078	ESL-Intermediate A	32			
COMG	Languages	175	175		0	55079	ESL-Intermediate B	32			
COMG	Business	515	460		(55)	59692	Credible Customer Service	48			
CPMT	Computers/IT	1,445	1,445		0	55015	Google IT Certification	120			
CSIR	Telecommunications	2,000	2,000		0	55012	Fiber Network Technician	32			
CSME	Cosmetology	720	790		70	55040	App of Eyelash Extensions I	96			
CSME	Cosmetology	1,055	1,135		80	55041	Orientation Eyelash Extensions	144			
CSME	Cosmetology	630	675		45	55042	Principle of Eyelash Extensions	80			
CVOP	Commercial Driving	2,200	2,280		80	53000	Professional Truck Driver One	126			
CVOP	Commercial Driving	1,985	2,050		65	53001	Professional Truck Driver Two	120			
CVOP	Transportation	0	215		215	TBD	Hazmat Endorsement CDL	8			
CVOP	Transportation	0	530		530	TBD	SJC Pro-Driver (CDL) Course	80			
CVOP	Transportation	0	1,870		1,870	TBD	School Bus Driver Training	80			
DFTG	Industrial Mechanic/Maintenance	345	345		0	55032	Blueprint Reading for Machining	24			
DFTG	Industrial Mechanic/Maintenance	180	180		0	55037	Blueprint Reading for CNC	12			
DFTG	Industrial Mechanic/Maintenance	240	240		0	55038	GDT for CNC	16			
ECRD	Health Occupations	695	695		0	55000	EKG Technician	60			
EECT	Electrical/Electronics	0	730		730	TBD	Arc Flash Safety Training	18			

Subject	Area	FY2024 Charge	FY2025 Charge 9/1/2024	FY2025 Charge 1/1/2025*	24-25 Delta	Course No.	Title	Contact Hrs
ELPT	Electrical	600	600		0	55043	Introduction to PLCs-Siemens	40
ELPT	Electrical	0	790		790	TBD	Master Electrician License Prep	48
ELPT	Electrical	0	675		675	TBD	Journeyman Electrician Exam Review I	32
ELPT	Electrical	0	1,295		1,295	55033	NCCER Electrical Level 2	120
ELPT	Electrical	0	1,295		1,295	55039	NCCER Electrical Level 4	120
ELPT	Electrical	0	1,295		1,295	55038	NCCER Electrical Level 3	120
EMSP	Health Occupations	135	145		10	55008	CPR for Healthcare Providers	8
EMSP	Health/Maritime	850	850	850	0	55019	Medical Care Provider	24
EMSP	Health/Maritime	150	150	150	0	55052	First Aid & CPR (BST Pt 2)	8
ENTC	Aerospace	0	166		166	50512	Intro to Aerospace Eng Technology	26
FIRS	Maritime	600	600	600	0	55001	Basic Fire Fighting (BST Pt 1)	16
HITT	Health Occupations	0	450		450	55027	Healthcare Bridge Course	36
HPRS	Health Professions	115	125		10	55007	CPD HESI A2 Test Prep	8
HRPO	Human Resources	655	675		20	55022	HR Fast Track Cert Program	80
INTW	Computers	3,850	3,850		0	55027	CompTIA Technician Suite 1	80
INTW	Computers	3,850	3,850		0	55027	CompTIA Technician Suite 2	80
ITCC	Telecommunications	1,975	1,715		(260)	55008	CompTIA Security +	80
ITNW	Computers	0	1,615		1,615	55034	CompTIA Network+ Boot Camp	80
ITNW	Computers	0	1,615		1,615	55033	CompTIA Cloud+ Cert	80
ITSC	Computer Concepts	290	290		0	55018	Computer Concepts	16
ITSC	Computer Concepts	0	1,365		1,365	55062	CompTIA IT Fundamentals+ Cert	80
ITSW	Computer/IT	180	180		0	55002	Excel-One Day	7
ITSW	Computer/IT	180	180		0	55003	PowerPoint-One Day	7
ITSW	Computer/IT	180	180		0	55026	Excel-One Day-Intermediate	7
ITSW	Computer/IT	180	180		0	55065	Excel-One Day-Advanced	7
LMGT	Maritime	1,000	1,000	1,000	0	55010	Cargo Handling (Op Level)	40
LMGT	Logistics	400	410		10	55019	Certified Logistics Associate	35
LMGT	Logistics	400	410		10	55020	Certified Logistics Technician	35
LMGT	Logistics	100	105		5	55021	Intro to Business Logistics	7
MARI	Maritime	1,000	1,000	1,100	100	55000	Management of Electrical & Electronic Control Equipment (MEECE)	40
MARI	Maritime	900	900	900	0	55002	RFPEW	8
MARI	Maritime	300	300	300	0	55003	Rose Point ECS Training	8
MARI	Maritime	500	500	550	50	55004	Basic Training Revalidation	8
MARI	Maritime	4,000	4,000	4,000	0	55005	OICEW Instrumentation	160
MARI	Maritime	4,000	4,000	4,000	0	55006	Elect Machine & Basic Elect	160
MARI	Maritime	4,000	4,000	4,000	0	55007	OICEW-Diesel Engine	160
MARI	Maritime	500	500	500	0	55008	Company Security Officer	16
MARI	Maritime	3,500	3,500	3,500	0	55013	OICEW-Auxiliary Machinery	40
MARI	Maritime	2,000	2,000	2,000	0	55015	Tank Ship Liquefied Gases	60
MARS	Maritime	500	500	500	0	55003	App Mate Western Routes	16
MARS	Maritime	2,800	2,800	2,800	0	55005	Terrestrial/Coastal Navigation	120
MARS	Maritime	1,100	1,100	1,100	0	55006	Advanced Stability	40
MARS	Maritime	4,000	4,000	4,000	0	55010	DDE 1000/4000 HP	160
MARS	Maritime	500	500	550	50	55014	Rating Forming Part of Navigational Watch (RFPNW) (Lookout only)	8
MARS	Maritime	3,500	3,500	3,500	0	55017	QMED-Oiler	120
MARS	Maritime	2,300	2,300	2,300	0	55018	Basic Ship & Steer Control Sys	40
MARS	Maritime	3,800	3,800	3,900	100	55019	Advanced Shiphandling	80
MARS	Maritime	1,100	1,100	1,100	0	55020	Engine Room Resource Mgmt	40
MARS	Maritime	600	600	600	0	55022	Search and Rescue (Mgmt Level)	16
MARS	Maritime	600	600	600	0	55023	Search & Rescue (Op Level)	16
MARS	Maritime	1,100	1,100	1,100	0	55024	Ship Const & Basic Stab Op Level	40
MARS	Maritime	1,100	1,100	1,100	0	55026	TOAR	8

Subject	Area	FY2024 Charge	FY2025 Charge 9/1/2024	FY2025 Charge 1/1/2025*	24-25 Delta	Course No.	Title	Contact Hrs
MARS	Maritime	600	600	600	0	55029	Profic In Surv Craft Refresher	16
MARS	Maritime	1,600	1,600	1,600	0	55036	Able Seafarer Engine ASE	36
MART	Maritime	600	600	600	0	55000	Vessel & Company Security Officer	16
MART	Maritime	1,600	1,600	1,600	0	55001	Master 100 Tons/Mate 200 Tons	80
MART	Maritime	950	950	1,000	50	55004	Able Bodied Seaman	40
MART	Maritime	800	800	800	0	55006	Bridge Resource Management	24
MART	Maritime	900	900	900	0	55008	Radar Observer-Unlimited	40
MART	Maritime	900	900	950	50	55009	Proficiency in Survival Craft	32
MART	Maritime	300	300	300	0	55010	Radar Observer Recertification	8
MART	Maritime	1,100	1,100	1,100	0	55011	Tank Barge Dangerous Liquids	40
MART	Maritime	300	300	350	50	55014	Personal Survival Techniques (BST Pt 3)	12
MART	Maritime	125	125	150	25	55016	Personal Safety & Social Responsibilities (BST Pt 4)	4
MART	Maritime	300	300	300	0	55018	VPDSD	8
MART	Maritime	2,000	2,000	2,000	0	55019	Apprentice Mate	120
MART	Maritime	800	800	800	0	55020	Basic Safety Refresher	24
MART	Maritime	950	950	1,000	50	55021	Leadership & Managerial Skills	36
MART	Maritime	325	325	350	25	55022	Leadership and Teamwork	8
MART	Maritime	1,000	1,000	1,100	100	55023	Tankerman PIC-Tankship	40
MCHN	Industrial Mechanic/Maintenance	940	940		0	55008	Manual Machining	64
MCHN	Industrial Mechanic/Maintenance	1,200	1,200		0	55013	CNC Mill Complete	96
MCHN	Industrial Mechanic/Maintenance	1,200	1,200		0	55013	CNC Lathe Complete	96
MCHN	Industrial Mechanic/Maintenance	240	240		0	55042	Basic Math for Machining	16
MCHN	Industrial Mechanic/Maintenance	240	240		0	55043	Geometry for Machining	16
MCHN	Industrial Mechanic/Maintenance	0	1,295		1,295	55024	NCCER Millwright Level 1	120
MCHN	Industrial Mechanic/Maintenance	0	1,295		1,295	55025	NCCER Millwright Level 2	120
MCHN	Industrial Mechanic/Maintenance	0	1,295		1,295	55026	NCCER Millwright Level 3	120
MCHN	Industrial Mechanic/Maintenance	0	1,295		1,295	55027	NCCER Millwright Level 4	120
MDCA	Health Occupations	1,175	1,185		10	55001	Medical Office Professional	90
MFGT	Industrial Mechanic/Maintenance	315	315		0	55001	Hand & Power Tools for Machining	21
MFGT	Industrial Mechanic/Maintenance	90	90		0	55002	Metals & Materials for CNC	6
MFGT	Industrial Mechanic/Maintenance	315	315		0	55003	PMI for CNC	21
NAUT	Maritime	1,100	1,100	1,200	100	55001	Fast Rescue Boat	24
NFND	Education	130	130		0	59000	Conversation Spanish: Beginners	8
NFND	Education	455	455		0	59002	GED Preparation Tutorial	96
NFND	Education	200	200		0	59003	GED Preparation: Math	36
NFND	Education	150	150		0	59004	GED Preparation: Soc Stud/Sci	24
NFND	Education	200	200		0	59005	GED Preparation: Language Arts	36
NFND	Lifelong Learning	80	80		0	59058	Retirement Planning Today	9
NFND	Lifelong Learning	35	45		10	59076	Tai Chi	4
NFND	Lifelong Learning	85	85		0	59242	Cake Deco 1: Build Buttercream	8
NFND	Lifelong Learning	35	90		55	59246	First Time Homebuyers	8
NFND	Lifelong Learning	85	85		0	59298	Cake Deco 2: Flowers & Cake Des	8
NFND	Lifelong Learning	85	85		0	59299	Cake Deco 3: Gum Paste & Fond	8
NFND	Lifelong Learning	45	45		0	59344	Latin Dancing	6
NFND	Lifelong Learning	85	85		0	59361	Wedding Cake Workshop	8
NFND	Lifelong Learning	110	110		0	59437	Bridal and Floral Seminar	8
NFND	Computer/IT	Varies with voucher title			Varies with voucher title	59553	Pearson Vue Test Voucher	4
NFND	Lifelong Learning	95	45		(50)	59591	Reiki 1-Intro to Reiki	4
NFND	Lifelong Learning	45	45		0	59609	Pilates	4
NFND	Lifelong Learning	45	45		0	59612	Gentle Yoga	4
NFND	Maritime	225	225	250	25	59623	Management of Medical Care	4
NFND	Aerospace	250	250		0	59645	Edge Center Core (Pre-Track)	44
NFND	Aerospace	320	345		25	59651	Aerospace Quality Introduction	61

Subject	Area	FY2024 Charge	FY2025 Charge 9/1/2024	FY2025 Charge 1/1/2025*	24-25 Delta	Course No.	Title	Contact Hrs
NFND	Aerospace	305	150		(155)	59694	Aerospace Career Building	20
NFND	Aerospace	245	245		0	59695	Aerospace Engineering Drawings	41
NFND	Aerospace	125	245		120	59696	Aerospace Fasteners	13
NFND	Aerospace	450	125		(325)	59697	Aerospace Precision Measure	31
NFND	Aerospace	225	220		(5)	59698	Aerospace Safety	34
NFND	Aerospace	175	175		0	59701	Power Tools in Aerospace	15
NFND	Aerospace	225	270		45	59718	sUAS/Drone Flight Operations	16
NFND	Aerospace	615	620		5	59723	AERO NDT Insp Crse Tech Track	87
NFND	Lifelong Learning	35	45		10	59724	Chi Kung/Qi Kong	4
NFND	Aerospace	335	350		15	59747	Advanced Drone Topics	16
NFND	Aerospace	305	320		15	59748	Advanced Drone Flight Ops	16
NFND	Lifelong Learning	140	140		0	59753	Event Planning 101	12
NFND	Lifelong Learning	65	65		0	59754	Ukulele for Beginners	4
NFND	Aerospace	1,050	1,085		35	59762	Comprehensive Drone Course	64
NFND	Aerospace	1,785	2,010		225	59767	Aerospace Structures	111
NFND	Aerospace	625	635		10	59759	Aerospace Basic Electrical-Direct Current Principles	46
NFND	Aerospace	650	660		10	59760	Aerospace Basic Electrical-Alternating Current Principles	52
NFND	Aerospace	590	600		10	59761	Aerospace Basic Electrica - Digital Principles	27
NFND	Aerospace	0	350		350	TBD	Intro to Model Based System Eng (201)	8
NFND	Aerospace	0	1,500		1,500	TBD	Basic Model Based System Eng Modeling	40
NFND	Aerospace	0	405		405	59735	Aerospace Electrical (BBI)	59
NFND	Aerospace	0	110		110	TBD	Electrostatic Discharge Control for Electronics Mfg	1
NFND	Maritime	125	125	150	25	59631	Assistance Towing	8
NFON	Accounting	109	109		0	57000	Accounting Fundamentals-ONLINE	24
NFON	Business	109	109		0	57004	Admin Assistant Apps-ONLINE	24
NFON	Business	115	115		0	57005	Admin Assistant Fund-ONLINE	24
NFON	Human Resources	115	115		0	57009	Diff People, Success wi-ONLINE	24
NFON	Education	109	129		20	57025	GED Preparation-ONLINE	24
NFON	Health Occupations	109	109		0	57058	Medical Terminology-ONLINE	24
NFON	Computer IT	199	185		(14)	57071	Comp Skills Workplace-ONLINE	ED2GO
NFON	Accounting	115	115		0	57094	Accounting Fund II-ONLINE	24
NFON	Life Long Learning	199	180		(19)	57107	A to Z Grant Writing-ONLINE	ED2GO
NFON	Business	109	109		0	57117	Effective Bus Writing-ONLINE	24
NFON	Health Occupations	109	109		0	57123	Vet Assistant, Become-ONLINE	24
NFON	Health Occupations	109	109		0	57125	Vet Asst II: Canine-ONLINE	24
NFON	Health Occupations	109	190		81	57143	Human Anat/Physiology-ONLINE	ED2GO
NFON	Health Occupations	109	109		0	57184	Vet Asst III: Skills-ONLINE	24
NFON	Computer IT	115	185		70	57222	C# Prog, Inter-ONLINE	ED2GO
NFON	Computer/IT	115	185		70	57292	Inter PHP & MySQL-ONLINE	ED2GO
NFON	Health Occupations	115	115		0	57295	Explore Medical Coding-ONLINE	24
NFON	Lifelong Learning	109	180		71	57308	Writing Essentials-ONLINE	24
NFON	Health Occupations	109	109		0	57315	Explore Pharmacy Tech-ONLINE	24
NFON	Computer/IT	119	185		66	57332	SQL, Intermediate - ONLINE	ED2GO
NFON	Computer IT	115	185		70	57365	Create WordPress Web-ONLINE	ED2GO
NFON	Computer/IT	115	185		70	57366	Mobile Apps w/ HTML5-ONLINE	ED2GO
NFON	Computer/IT	109	185		76	57393	Photoshop CC, Intro-ONLINE	ED2GO
NFON	Computer/IT	129	205		76	57396	Excel 2016, Intro-ONLINE	ED2GO
NFON	Computer/IT	109	170		61	57397	Intro to Lightroom CC-ONLINE	ED2GO
NFON	Computer/IT	129	205		76	57398	Excel 2016, Intermediate-ONLINE	ED2GO
NFON	Computer/IT	324	390		66	57403	MS Office 2016 Suite-ONLINE	ED2GO
NFON	Accounting	199	199		0	57407	Accounting Fund Series-ONLINE	48
NFON	Computer/IT	129	205		76	57411	Excel 2016, Advanced-ONLINE	ED2GO
NFON	Health Occupations	220	220		0	57422	Medical Term Series-ONLINE	48
NFON	Computer/IT	324	390		66	57423	Excel 2016 Series-ONLINE	ED2GO

Subject	Area	FY2024 Charge	FY2025 Charge 9/1/2024	FY2025 Charge 1/1/2025*	24-25 Delta	Course No.	Title	Contact Hrs
NFON	Computer/IT	129	139		10	57424	Intro to QuickBooks-ONLINE	ED2GO
NFON	Education	199	199		0	57428	GRE Preparation Series-ONLINE	48
NFON	Health Occupations	299	299		0	57437	Vet Assistant Series-ONLINE	72
NFON	Computer/IT	199	230		31	57441	SQL Series - ONLINE	ED2GO
NFON	Computer/IT	199	230		31	57445	Java Programming Series-ONLINE	ED2GO
NFON	Lifelong Learning	109	109		0	57446	Romance Writing-Online	24
NFON	Business	199	199		0	57447	Stock Trading Suite-ONLINE	72
NFON	Education	299	340		41	57454	Speed Spanish Series-ONLINE	72
NFON	Business	299	299		0	57458	Admin Assistant Suite-ONLINE	72
NFON	Business	299	299		0	57463	Entrepreneurship Suite-ONLINE	72
NFON	Health Occupations	60	60		0	57466	Cert Energy Medicine-ONLINE	ED2GO
NFON	Lifelong Learning	299	299		0	57467	Healthy Living Suite-ONLINE	72
NFON	Computer/IT	199	199		0	57468	WordPress Web Series-ONLINE	ED2GO
NFON	Logistics/Supply Chain	299	299		0	57470	Supply Chain Suite - ONLINE	72
NFON	Health Occupations	115	115		0	57471	Become PhysTherapy Aide-ONLINE	24
NFON	Human Resources	299	299		0	57472	HR Mgmt Suite-ONLINE	72
NFON	Computer/IT	299	299		0	57473	Front End Develop Suite-ONLINE	ED2GO
NFON	Computer/IT	109	109		0	57474	Introduction to XML-ONLINE	ED2GO
NFON	Computer/IT	299	299		0	57475	Java Developer Suite-ONLINE	ED2GO
NFON	Computer/IT	199	199		0	57476	PHP and MySQL Series-ONLINE	ED2GO
NFON	Computer/IT	199	199		0	57477	Visual Basic Series-ONLINE	ED2GO
NFON	Health Occupations	68	68		0	57478	Cert in Meditation-ONLINE	ED2GO
NFON	Computer IT	395	395		0	57479	Acct with Excel Suite-ONLINE	ED2GO
NUPC	Patient Care Technician	715	725		10	55000	Patient Care Technician	60
NURA	Health Occupations	745	745		0	55006	Certified Nurse Aide Training	68
NURA	Health Occupations	710	720		10	55010	Certified Nurse Aide Clinical	60
NURA	Health Occupations	0	120		120	55010	TEAS Test Prep	8
OSHT	NCCER	0	825		825	55010	NCCER Core Curric: Intro Craft Skills	64
OSHT	Safety	2,040	2,105		65	55016	Cert Occ Safety-COSS	40
OSHT	Safety	345	360		15	55024	Safe Supervisor (SAF) Frontline Safe Training	25
OSHT	Safety	200	250		50	55026	OSHA 10-Construction	10
OSHT	Safety	2,185	2,255		70	55027	Cert Occup Safety Manager	40
OSHT	Safety	545	555		10	55025	OSHA 30	40
OSHT	CPET	1,600	1,200		(400)	55110	Introduction to Process Safety	24
OSHT	CPET	1,200	1,200		0	55118	Process Safety Management - Risk	24
PFFB	Plumbing	0	295		295	TBD	Master Plumber License Prep	16
PFFB	Plumbing	0	1,295		1,295	55000	NCCER Pipefitting Level 1	120
PFFB	Plumbing	0	1,295		1,295	55007	NCCER Pipefitting Level 2	120
PFFB	Plumbing	0	1,295		1,295	55002	NCCER Pipefitting Level 3	120
PFFB	Plumbing	0	1,295		1,295	55009	NCCER Pipefitting Level 4	120
PLAB	Phlebotomy	610	640		30	55000	Phlebotomy Technician Basic	48
PLAB	Phlebotomy	985	1,045		60	55001	Phlebotomy Tech Practicum	112
POFI	Computer/IT	180	180		0	55002	Word-One Day	7
POFI	Computer/IT	180	180		0	55009	Word-One Day-Intermediate	7
POFI	Computer/IT	1,370	1,280		(90)	55021	Digital Literacy-IC3	96
POFI	Computer/IT	1,460	1,100		(360)	55035	MOS Applications	80
POFT	Computer/IT	230	230		0	55004	Keyboarding on the PC	16
POFT	Maritime	1,000	1,000	1,100	100	55058	Train the Trainer	40
PTAC	CPET	600	750		150	55053	New Engineer Bootcamp	24
SCIT	Maritime	1,100	1,100	1,100	0	55000	Advanced Meteorology	40
SCIT	Maritime	1,000	1,000	1,000	0	55001	Meteorology (Operational)	40
VFFT	Firefighting	900	900	925	25	55000	Advanced Fire Fighting	32
VFFT	Firefighting	600	600	600	0	55001	Adv Fire Fighting Refresher	16
VFFT	Maritime	375	375	400	25	55003	Advanced Fire Fighting Revalidation	8

Subject	Area	FY2024 Charge	FY2025 Charge 9/1/2024	FY2025 Charge 1/1/2025*	24-25 Delta	Course No.	Title	Contact Hrs
WLDG	Welding	332	332		0	55060	Intro Shielded Metal Arc Welding (SMAW)	128
WLDG	Welding	332	332		0	55061	Adv Shielded Metal Arc Welding (SMAW)	128
WLDG	Welding	332	332		0	55062	Intermediate Pipe Welding	128
WLDG	Welding	332	332		0	55063	Intro Gas Tungs Arc Weld (GTAW)	128
WLDG	Welding	332	332		0	55064	Adv Gas Tunds Arc Weld (GTAW)	128
WLDG	Welding	332	332		0	55065	Intro Shielded Metal Arc Welding (SMAW)	128
WLDG	Welding	332	332		0	55066	Adv Shielded Metal Arc Welding (SMAW)	128
WLDG	Welding	332	332		0	55067	Advanced Pipe Welding	128
WLDG	Welding	332	332		0	55068	Intro Gas Tungs Arc Weld (GTAW)	128
WLDG	Welding	332	332		0	55069	Gas Metal Arc Welding (GMAW)	128
WLDG	Welding	332	332		0	55070	Intro Shielded Metal Arc Welding (SMAW)	128
WLDG	Welding	332	332		0	55071	Adv Shielded Metal Arc Welding (SMAW)	128
WLDG	Welding	332	332		0	55072	Intermediate Pipe Welding	128
WLDG	Welding	332	332		0	55073	Advanced Pipe Welding	128
WLDG	Welding	332	332		0	55074	Intro Gas Tungs Arc Weld (GTAW)	128
WLDG	Welding	332	332		0	55075	Adv Gas Tunds Arc Weld (GTAW)	128
WLDG	Welding	332	332		0	55076	Intro Shielded Metal Arc Welding (SMAW)	128
WLDG	Welding	332	332		0	55078	Advanced Pipe Welding	128
WLDG	Welding	332	332		0	55079	Advanced Pipe Welding	128
WLDG	Welding	332	332		0	55080	Adv Shielded Metal Arc Welding (SMAW)	128

*Increases in charges for Maritime courses are effective the first of the calendar year versus fiscal year.

Represents Price Increase from FY24 to FY25
Represents a New Course Offering
Represents Price Decrease from FY24 to FY25

**Action Item “XV”
Regular Board Meeting May 6, 2024
Consideration of Approval of Memorandum of Understanding with
Huntsville ISD for Dual Credit**

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a Memorandum of Understanding (MOU) between San Jacinto Community College District (SJCCD) and Huntsville Independent School District (HISD) for dual credit.

BACKGROUND

In Spring 2024, Texas Online Preparatory School (TOPS), a tuition-free full-time online program of Huntsville ISD approached SJCCD to establish a dual credit partnership. The dual credit program will offer an opportunity for students to earn college credit by taking academic courses in an online modality.

All provisions in the MOU follow the rules for Dual Credit Partnerships between Secondary Schools and Texas Public Colleges as outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D. The MOU will further the College’s dual credit program goals, which align with the goals of the Texas Higher Education Coordinating Board, to be included or referenced in the MOU.

IMPACT OF THIS ACTION

Approval of this MOU will allow the College and Huntsville ISD to begin their dual credit partnership.

BUDGET INFORMATION

All elements related to the operation of the Dual Credit programs are contained within the 2024- 2024 budget.

MONITORING AND REPORTING TIMELINE

The agreement shall become effective upon the date of execution and will continue through August 31, 2025.

ATTACHMENTS

Attachment 1 – Draft MOU

RESOURCE PERSONNEL

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This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **Huntsville Independent School District**, a public school district established by law and political subdivision of the State of Texas ("HISD" or "District") as of the effective date of **May 10, 2024** ("Effective Date"). Individually, SJCCD or HISD shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

I. TERM

This Agreement shall commence on the Effective Date and expire on **August 31, 2025** ("Expiration Date") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date.

II. WEBSITE

Both Parties agree to post a copy of this Agreement on their respective internet websites under Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 for dual credit partnerships between public school districts and Texas public institutions of higher education.

III. OVERVIEW

The College is committed to serving the students and communities of the greater Houston area through collaborative work with school districts in the College's service area. A major initiative promoting a college-going and college-graduation culture is the partnership between HISD and San Jacinto Community College District to establish a dual credit program. This dual credit program complies with Applicable Law (as hereinafter defined), including, without limitation, the laws and regulations set forth by the State of Texas for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students. The term 'partnership' as used in this Agreement refers to the dual credit partnerships as described in 19 Texas Administrative Code, Chapter 4, Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) to enter into agreements with secondary schools to offer courses that

grant credit toward the student's high school curriculum requirements and college-level credit. The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the establishment of a dual credit program with courses offered on all campus of SJCCD.

IV. NON-DISCRIMINATION

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

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

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

For more information on the District non-discrimination policy see, the [ISD Board Policy](#) page.

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

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

V. APPLICABLE LAW

Both Parties agree to perform their respective obligations and operate the Dual Credit program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; United States Department of Education requirements; the Texas Education Code, including, without limitation, Sections 28.009, 29.081, 29.908, 130.008, and other provisions governing early college high school programs and dual credit programs, high school and college course requirements and credit, grading, graduation requirements, and

credentialing; Chapter 22 (Subchapter B as it relates to immunity and Subchapter C as related to criminal history background checks for services provided on a school district campus); Chapter 39 (accountability); the Texas Government Code, to the extent it applies to the subject matter of this Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 ("Prompt Pay Act"); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations to the extent applicable to the delivery of services under this Agreement; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, "Applicable Law").

VI. PURPOSE

In Spring 2024, Texas Online Preparatory School (TOPS), a tuition-free full-time online program of Huntsville ISD approached SJCCD to establish a dual credit partnership. The Parties agree to enter into this Agreement to set forth the roles and respective obligations of the Parties for the establishment and operation of the Program for eligible students, which will allow the students to earn college credit while simultaneously earning credit toward their high school graduation requirements. This Agreement encompasses all programs and initiatives under the dual credit programs as required by Applicable Law.

VII. ELIGIBLE COURSES

- a) Any courses offered for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the THECB and listed in SJCCD's Core Curriculum, or as college-level workforce education courses in the current edition of Workforce Education Course Manual (WECM) adopted by the THECB, or a foreign language course.
- b) Courses offered for dual credit by SJCCD to the ISD will be in the following programs: Certificate of Technology or higher.
- c) Prior to the commencement of the classes, the College and the District will develop a course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed. The final course equivalency crosswalk ("Crosswalk") will be attached to this Agreement as Appendix B and incorporated herein.
- d) Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.

- e) Specific course offerings for the Program will be determined collaboratively between SJCCD and the District.
- f) A corresponding PEIMS high school course code as identified in the current PEIMS Data Standards manual adopted by the State Board of Education shall be provided by the District indicating the high school course(s) for which high school credit shall also be awarded.
- g) Developmental and remedial courses are not offered for dual credit.
- h) The College and the District agree that SJCCD policies and practices regulating dual credit courses will be followed.

VIII. STUDENT ELIGIBILITY REQUIREMENTS

- a) To be eligible for dual credit enrollment at SJCCD, the high school student must:
 - 1. Meet all requirements for standard admission to the College as outlined in the College's current College Catalog, as well as other requirements that may be imposed by the District.
 - 2. Must meet dual credit admissions and eligibility requirements as required by Applicable Law including, without limitation, the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB.
 - 3. Must successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
- b) The District shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code and other Applicable Law.
- c) Students taking the TSIA at San Jacinto College will not be charged for their first attempt on any section of the Texas Success Initiative Assessment (TSIA). Students will be charged for any additional testing attempts at the current SJCCD Board-approved cost. The current cost is \$15.00 per section or \$30.00 for the entire assessment. The ISD or student will cover the cost of any additional attempts.
- d) The District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success.

IX. LOCATION OF CLASSES

The location of the dual credit Program courses will be held at the College's campus, high school campus, or an approved instructional site per SACSCOC standards. The College will comply with Applicable Law for offering courses at a distance. In addition, college courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically. The College shall be responsible for the maintenance and operations at the SJCCD campus(es). For college classes taught at or on ISD facilities, the ISD shall be responsible for maintenance and operation at those facilities. Students must comply with all SJCCD policies, rules, and regulations relating to conduct while on College property.

X. TRANSPORTATION

SJCCD will not provide student transportation. Students are responsible for their own transportation. Students are required to attend classes at the College on days that constitute holidays or days off for the District when the College is open and operating classes. Students are

required to ensure arrival at the College's campus early enough to be on time for class.

If required and deemed necessary, the District will provide students with appropriate transportation under State law and District rules and procedures. If the District sponsors student transportation, the District agrees to schedule appropriate transportation to ensure arrival at the College's campus early enough to allow students to be on time for class.

XI. STUDENT COMPOSITION OF CLASS

Dual credit students attending classes on an SJCCD campus will be in classes with students from the general College population.

XII. FACULTY SELECTION, SUPERVISION, COMPENSATION, AND EVALUATION

- a) The College shall select, hire, supervise, and evaluate all instructors of dual credit courses offered by the College, according to College and departmental policies and procedures. These instructors must meet the minimum requirements specified by the SACSCOC and Applicable Law and are subject to approval procedures used by the College to select faculty.
- b) Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the Dual Credit Director and the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.
- c) The School District will designate a specific School District official that is certified as a Title IX Investigator to serve as the authorized liaison for San Jacinto College Office of Human Resources. The District official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.
- d) The College shall be responsible for the payment of the salary, benefits, and employment taxes of its employees performing services for or at the high school.
- e) Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the ISD and the SJCCD Liaison when appropriate.

XIII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

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

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

- d) The College shall ensure that college courses taught for dual credit at any site for general college credit are substantially equivalent with respect to the contact hour requirements, curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be reasonably upheld regardless of the student composition of the class.
- e) The primary responsibility for assigning College grades in a course belongs to the SJCCD faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinative. College and District officials will not interfere with the faculty member's responsibility for assigning grades in the college-level course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.
- f) Final grades shall be submitted by the College to the District's high school in which the student is enrolled at the end of the semester through the secure online dual credit dashboard. The final course grade recorded for the College will be a letter grade. The ISD is responsible for determining the numerical grade equivalent for their students.
- g) Students or the District will be responsible for their own textbooks, equipment, and supplemental materials required for classes. The College will make every effort to use free or low-cost open educational resources in Program courses. To assist with their success, required textbooks and materials must be available to each registered student on the first day of class. Exceptions must be discussed with the Dual Credit Director and the SJCCD instructional Department Chair and agreed upon by the Parties prior to the first day of class.

XIV. ATTENDANCE / CALENDAR

- a) Dual Credit classes will align with the College Academic Calendar including SJCCD student holidays. Dual Credit students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the District when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the District. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.
- b) College courses and exams should take reasonable priority over District activities. Dual Credit students are responsible for notifying their college instructor if they are missing any classes and

- must follow course policies on the syllabus concerning attendance.
- c) No changes will be made to the SJCCD scheduled course start and end times established for the semester. SJCCD class times must meet established State requirements for instructional minutes. SJCCD faculty members are not authorized to change the start and end times of their classes to meet the scheduling needs of the District.
 - d) Students must report regularly and promptly to courses to ensure success. Failure to comply with this College policy may result in receiving a grade of an "FX" which translates to an F for excessive absences. Students are expected to actively participate in class and complete all assigned readings/assignments. Failure to participate may be considered an absence. Students are required to ensure arrival at the College's campus early enough to be on time for class.
 - e) The Parties shall comply with Applicable Law in crediting attendance in the Program courses.
 - f) All high school students are required to participate in required state, national and federal assessments administered by the ISD. SJCCD agrees to make reasonable accommodations in course scheduling and attendance so that students are not penalized in their college credit courses for their participation in the required state, national and federal assessments. The District shall notify SJCCD promptly of the testing and assessment schedule prior to the start of the affected term.

XV. WITHDRAWAL FROM COLLEGE COURSES

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

XVI. TRANSCRIPTION OF CREDIT

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

XVII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS

- a) The College and the District agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and District for students in the dual credit Program without the consent of either the parents or the student.
- b) Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.

- c) Both Parties agree that they shall not permit any unauthorized disclosure of confidential student information in contravention of FERPA. Both Parties agree not to share information with third parties unless authorized to do so by Applicable Law. While in possession of protected student data, the College and the District shall permit only authorized employees as permitted under FERPA to have access to the data. Both Parties agree to store the data in a secure area and to prevent unauthorized access.
- d) To ensure the continued confidentiality and security of the data protected by FERPA, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access.
- e) If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the District, including records that the College has disclosed.
- f) The College and the District agree to comply with all FERPA requirements to maintain the privacy of student data. Information on FERPA at the College can be found on the SJCCD website at <https://www.sanjac.edu/student-services/student-concerns/ferpa>.
- g) Data regarding student designation or participation in free and reduced lunch programs at the District will be collected and shared as deemed appropriate and as required for the implementation of the Financial Aid for Swift Transfer (FAST) program including the student's Public Education Information Management System (PEIMS) Identifier and Texas Student Data System (TSDS) ID.

XVIII. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- a) Students in dual credit Program courses are eligible to utilize the same support services, learning resources, and benefits that are afforded all College students except in limited cases where the service would be duplicative of services provided by the District or where utilizing the College's services would not apply to the ECHS student such as College meal plans and mental health counseling.
- b) The School District may access the current College Catalog <https://publications.sanjac.edu/> and the current Student Handbook <https://publications.sanjac.edu/student-handbook/> from the website. All policies in the SJCCD Catalog and Student Handbook apply fully to dual credit students enrolled in the Program.
- c) The District will post information and a link to the SJCCD Dual Credit website on the ISD homepage. Information about SJCCD Dual Credit opportunities will be posted on the individual high school's College/Career or College Resources website.
- d) Both Parties will offer college advising services for dual credit students enrolled in the Program. The College and the District will establish common advising strategies and terminology related to dual credit and college readiness and will conduct periodic meetings to review and hone such strategies and terminology. The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan. In addition, the College advisor can assist dual credit students with navigating SJCCD's policies and procedures. The name of the SJCCD advisor responsible for dual credit is located on the SJCCD Dual Credit website. In active collaboration with the College, the District shall take whatever actions deemed reasonably necessary by the

College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019).

- e) The College provides a guide to the alignment of high school endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications, which can be found on the College's Dual Credit website. An individual pathway for each dual credit student enrolled in the Program will be developed and accessible to the student in Degreeworks.
- f) Tools to assist counselors, students, and families in selecting endorsements offered by Huntsville ISD and choosing Dual Credit courses have been developed by TEA, THECB, and Texas Workforce Commission. Links to these tools are located on the ISD website and the SJCCD Dual Credit web page.
- g) The College and the District shall comply with Applicable Law with respect to a student's disabilities and need for accommodations. Students needing accommodations for SJCCD courses must meet with the Accessibility Services office. If the class is taught at SJCCD, the College will be responsible for providing the classroom accommodation and the SJCCD Accessibility Counselor will coordinate class accommodations with the District's high school counselor responsible for determining accommodations. If the class is taught by a member of the District faculty or at the District high school, the District's high school will be responsible for providing the classroom accommodations.
- h) The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic year upon request by the District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the Program on the College's dual credit website.

XIX. STUDENT CONDUCT

- a) Students enrolled in the dual credit program at SJCCD are required to adhere to both the District and SJCCD policies, procedures, and regulations regarding facilities and equipment usage, and both SJCCD and the District's code of student conduct while at SJCCD facilities. The failure of any student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the College and the District, including suspension and dismissal from the Program. All disciplinary action, including suspension and dismissal from the Program shall be in conformity with the codes of conduct of the parties. In the event of a conflict between the policies of the District and SJCCD, the Parties will collaborate to resolve any conflict. Any escalating student behavioral concerns or threats made by dual credit students against ISD or SJCCD properties must be reported to or shared with the Office of Student Rights and Responsibilities or the Dual Credit office in a timely manner so that the College is aware of potential risks and concerns involving SJCCD property and personnel.
- b) Grievance or Complaint procedures for handling student complaints regarding college courses are applicable to all students including those enrolled in dual credit courses. Dual credit students with general complaints, discrimination or harassment complaints, or complaints alleging sexual harassment, sexual assault, dating violence, domestic violence or stalking shall follow the complaint procedures as stated in the College's Code of Student Conduct at <https://publications.sanjac.edu/student-handbook/complaint-procedures/>. A student may

report a grievance or complaint at the following link:

https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0.

XX. ACCIDENTS/EMERGENCIES

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

XXI. CONCEALED HANDGUN NOTICE

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

XXII. FUNDING

- a) State funding for dual credit courses is available to both the ISD and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) SJCCD has adopted the Financial Aid for Swift Transfer (FAST) program as recently established under House Bill 8 during the regular 2023 Texas legislative session and as implemented by the Texas Higher Education Coordinating Board. The ISD agrees to participate in the FAST program.
- c) Participation in the FAST program includes that FAST-eligible dual credit students may not pay for any component of their educational costs as defined by the [FAST program funding policy](#).
- d) Students are eligible to participate in the FAST program after qualifying for the Free and Reduced Lunch program as outlined by the USDA Food and Nutrition Service at any time during the previous four years, and when qualified may not pay any portion of tuition, fees, course materials or other charges.
- e) Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. The remaining tuition and fees will be paid by

the student to SJCCD. As of Fall 2023, the current waiver is 75% of tuition and fees for in-district and out-of-district students, and 75% of tuition and fees for out-of-state students. The College will apply the FAST discount for the remaining percent of tuition for all students who qualify for FAST. The remaining percent of the tuition for non-FAST students will be paid by the ISD or the students, or any combination thereof. Any fees shall be paid by either the ISD or the students but may not be paid by a FAST-eligible student.

- f) The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary or advisable during the year and will provide written notice to the District prior to any adjustments to tuition and fees being made. Upon receipt of this notice, the District shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.
- g) The costs for textbooks and/or materials for dual credit courses shall be the responsibility of the District or the student, not SJCCD. The District will incur all charges associated with books, supplies, and course materials for FAST students as defined in the FAST program funding policy. The ISD or the students will cover the expense of all learning materials and other charges for students enrolled in SJCCD courses offered for dual credit who do not qualify for FAST. The required supplies will be available to students before the first day of class and should be purchased before classes start to help facilitate student success.
- h) The District or the student, not SJCCD, will be responsible for costs associated with students re-taking a class including students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan.
- i) If the District will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for District students enrolled in the Program including dual credit student tuition, fees, and books/materials as set forth in this Agreement. The District will provide a primary and secondary point of contact with appropriate contact information. SJCCD will process and remit the invoice after the official day of record for the specified term via email to the designated primary and secondary contact and any other personnel or departments desired by the District. Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within 45-days of the billing date:

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

SJCCD Invoicing Contact:

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

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

Huntsville ISD
Attn: Accts. Receivable
441 FM 2821 East
Huntsville, TX 77320

K12 Invoicing Contact:

Primary: Amy Carter, Director of Finance, acarter@huntsville-isd.org, 936-435-6343

XXIII. PROGRAM GOALS

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

XXIV. LIABILITY; INSURANCE

- a) To the extent permitted by Applicable Law, the District does hereby agree to release SJCCD and its trustees, employees, agents, officers, and representatives (collectively "College Parties") from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the District or any of its trustees, employees, agents, officers and representatives (collectively "District Parties"). To the extent permitted by Applicable Law, the College does hereby agree to release the District Parties from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the College or any of the College Parties.
- b) Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on SJCCD property and participation in the Program under this Agreement. Each Party shall cause its insurance policy to contain a waiver of subrogation against the other Party. Each Party shall carry other insurance as that Party deems advisable to protect against claims or liabilities that may result from participation in the Program under this Agreement.

XXV. TERMINATION OF AGREEMENT

- a) Termination for Convenience. This Agreement may be terminated by either Party, with or without cause, upon 30 days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any Huntsville ISD students taking SJCCD college courses for dual credit at the time this Agreement is effectively terminated will be allowed to complete those courses notwithstanding the termination of this Agreement.
- b) Termination for Cause. In the event that either Party defaults in its obligations under this Agreement, the other Party may terminate the Agreement for cause and pursue any remedies under law or in equity. Notwithstanding the foregoing, except for Exigent Circumstances, the defaulting Party shall have thirty (30) days from notice of default in which to cure the default before the Party alleging the default terminates and pursues its remedies. For purposes of this Agreement, the term "Exigent Circumstances" shall mean (collectively and individually) any act, omission, failure, or breach that in the reasonable discretion of the Party alleging the breach or default may (I) pose a threat to the safety or well-being of persons; (II) pose an imminent danger to the premises of the other Party; (III) constitute a violation of Applicable Law; and/or (IV) result in the imposition of fines or penalties, for the other Party.
- c) Fiscal Funding Out. Notwithstanding anything in this Agreement regarding either Party allocating funds to undertake its responsibilities under this Agreement or to make payments under this Agreement, such obligations constitute a commitment of revenues for the current fiscal year only and does not create an impermissible debt. In the event that either the District's Board of Trustees

or the College's Board of Trustees fails to obtain and appropriate funds for any fiscal year during the Term, despite its best efforts, then an event of non-appropriation ("Non- Appropriation") shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) the Party will provide immediate notice of such Non-Appropriation to the other Party and provide written notice of such failure by its governing body at least 45 days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; and (ii) this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to either Party except for any amounts owed during the period prior to the next fiscal year for which funds were not allocated.

XXVI. GENERAL PROVISIONS

- a) No Personal Liability; No Third-Party Liability; No Waiver. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of SJCCD or Huntsville ISD, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of SJCCD or Huntsville ISD. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.
- b) Integrated Agreement; Modification. This Agreement, including any and all appendices and exhibits, contains the entire agreement between the Parties with respect to the dual credit Program and the subject matter herein and cannot be amended or modified except by written agreement signed by the Party against whom enforcement of the amendment or modification is sought.
- c) Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Premises are located, without regard to its choice of law or conflicts of law provisions. Exclusive venue for any proceeding or action with respect to this Agreement shall lie in a court of competent jurisdiction in the Harris County, Texas.
- d) Severability. The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- e) Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties consent to electronic signatures affixed to documents as though they had been physically signed. Additionally, the Parties consent to the electronic transmission of documents and communication, including any notices required under this Agreement.
- f) Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and the District may teach college courses as adjunct professors of SJCCD, or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.

Executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____

Dr. Brenda Hellyer, Chancellor

Date: _____

HUNTSVILLE INDEPENDENT SCHOOL DISTRICT

By: _____

Dr. Scott Sheppard, Superintendent, Huntsville ISD

Date: _____

Appendix A

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

Program Goals

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

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

<ul style="list-style-type: none">• Analysis of performance in subsequent course work.	<p>Metric:</p> <ul style="list-style-type: none">• SJCCD analyzes enrollment, completion, and success data of dual credit students by ISD. SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery.• SJCCD Institutional Research Office creates an ISD portfolio for each ISD with pertinent student data, including retention, course A-C success, and completion of certificates and/or degrees; all data are disaggregated by race and ethnicity, gender, and age.
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Appendix B

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

Crosswalk of HISD Courses and SJCCD Courses

Appendix C

School District Title IX Investigator/Coordinator

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

The School District Liaison contact information is as follows:

School District Name:

High School Name:

Liaison’s Name:

Position Title:

Contact Phone Number:

Email:

Consideration of Approval of Memorandum of Understanding with Hallsville ISD for Dual Credit

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a Memorandum of Understanding (MOU) between San Jacinto Community College District (SJCCD) and Hallsville Independent School District (HISD) for dual credit.

BACKGROUND

In Spring 2024, Texas Virtual Academy at Hallsville (TVAH), a tuition-free online program of Hallsville ISD approached SJCCD to establish a dual credit partnership. The dual credit program will offer an opportunity for students to earn college credit by taking academic courses in an online modality.

All provisions in the MOU follow the rules for Dual Credit Partnerships between Secondary Schools and Texas Public Colleges as outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D. The MOU will further the College’s dual credit program goals, which align with the goals of the Texas Higher Education Coordinating Board, to be included or referenced in the MOU.

IMPACT OF THIS ACTION

Approval of this MOU will allow the College and Hallsville ISD to begin their dual credit partnership.

BUDGET INFORMATION

All elements related to the operation of the Dual Credit programs are contained within the 2024- 2024 budget.

MONITORING AND REPORTING TIMELINE

The agreement shall become effective upon the date of execution and will continue through August 31, 2025.

ATTACHMENTS

Attachment 1 - Draft MOU

RESOURCE PERSONNEL

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This Memorandum of Understanding (“Agreement”) is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas (“SJCCD” or “College”) and the **Hallsville Independent School District**, a public school district established by law and political subdivision of the State of Texas (“HISD” or “District”) as of the effective date of **May 10, 2024** (“Effective Date”). Individually, SJCCD or HISD shall be referred to herein as “Party” and collectively, as “Parties.”

The Parties agree to the following:

I. TERM

This Agreement shall commence on the Effective Date and expire on **August 31, 2025** (“Expiration Date”) unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency (“TEA”) and the Texas Higher Education Coordinating Board (“THECB”). As used herein, the term “Term” shall mean the time period between the Effective Date and the Expiration Date.

II. WEBSITE

Both Parties agree to post a copy of this Agreement on their respective internet websites under Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 for dual credit partnerships between public school districts and Texas public institutions of higher education.

III. OVERVIEW

The College is committed to serving the students and communities of the greater Houston area through collaborative work with school districts in the College’s service area. A major initiative promoting a college-going and college-graduation culture is the partnership between Hallsville ISD and San Jacinto Community College District to establish a dual credit program. This dual credit program complies with Applicable Law (as hereinafter defined), including, without limitation, the laws and regulations set forth by the State of Texas for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students. The term ‘partnership’ as used in this Agreement refers to the dual credit partnerships as described in 19 Texas Administrative Code, Chapter 4, Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) to enter into agreements with secondary schools to offer courses that

grant credit toward the student's high school curriculum requirements and college-level credit. The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the establishment of a dual credit program with courses offered online and on the Generation Park campus of SJCCD.

IV. NON-DISCRIMINATION

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

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

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

For more information on the District non-discrimination policy see, the [ISD](#) Title IX page.

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

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

V. APPLICABLE LAW

Both Parties agree to perform their respective obligations and operate the Dual Credit program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; United States Department of Education requirements; the Texas Education Code, including, without limitation, Sections 28.009, 29.081, 29.908, 130.008, and other provisions governing early college high school programs and dual credit programs,

high school and college course requirements and credit, grading, graduation requirements, and credentialing; Chapter 22 (Subchapter B as its relates to immunity and Subchapter C as related to criminal history background checks for services provided on a school district campus); Chapter 39 (accountability); the Texas Government Code, to the extent it applies to the subject matter of this Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 ("Prompt Pay Act"); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations to the extent applicable to the delivery of services under this Agreement; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, "Applicable Law").

VI. PURPOSE

In Spring 2024, Texas Virtual Academy at Hallsville (TVAH), a tuition-free online program of Hallsville ISD approached SJCCD to establish a dual credit partnership. The Parties agree to enter into this Agreement to set forth the roles and respective obligations of the Parties for the establishment and operation of the Program for eligible students, which will allow the students to earn college credit while simultaneously earning credit toward their high school graduation requirements. This Agreement encompasses all programs and initiatives under the dual credit programs as required by Applicable Law.

VII. ELIGIBLE COURSES

- a) Any courses offered for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the THECB and listed in SJCCD's Core Curriculum, or as college-level workforce education courses in the current edition of Workforce Education Course Manual (WECM) adopted by the THECB, or a foreign language course.
- b) Courses offered for dual credit by SJCCD to the ISD will be in the following programs: Certificate of Technology or higher.
- c) Prior to the commencement of the classes, the College and the District will develop a course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed. The final course equivalency crosswalk ("Crosswalk") will be attached to this Agreement as Appendix B and incorporated herein.
- d) Students should only take college courses listed on their college pathways degree plan listed on

Degreeworks.

- e) Specific course offerings for the Program will be determined collaboratively between SJCCD and the District.
- f) A corresponding PEIMS high school course code as identified in the current PEIMS Data Standards manual adopted by the State Board of Education shall be provided by the District indicating the high school course(s) for which high school credit shall also be awarded.
- g) Developmental and remedial courses are not offered for dual credit.
- h) The College and the District agree that SJCCD policies and practices regulating dual credit courses will be followed.

VIII. STUDENT ELIGIBILITY REQUIREMENTS

- a) To be eligible for dual credit enrollment at SJCCD, the high school student must:
 - 1. Meet all requirements for standard admission to the College as outlined in the College's current College Catalog, as well as other requirements that may be imposed by the District.
 - 2. Must meet dual credit admissions and eligibility requirements as required by Applicable Law including, without limitation, the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB.
 - 3. Must successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
- b) The District shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code and other Applicable Law.
- c) Students taking the TSIA at San Jacinto College will not be charged for their first attempt on any section of the Texas Success Initiative Assessment (TSIA). Students will be charged for any additional testing attempts at the current SJCCD Board-approved cost. The current cost is \$15.00 per section or \$30.00 for the entire assessment. The ISD or student will cover the cost of any additional attempts.
- d) The District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success.

IX. LOCATION OF CLASSES

The location of the dual credit Program courses will be held at the College's campus, high school campus, or an approved instructional site per SACSCOC standards. The College will comply with Applicable Law for offering courses at a distance. In addition, college courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically. The College shall be responsible for the maintenance and operations at the SJCCD campus(es). For college classes taught at or on ISD facilities, the ISD shall be responsible for maintenance and operation at those facilities. Students must comply with all SJCCD policies, rules, and regulations relating to conduct while on College property.

X. TRANSPORTATION

SJCCD will not provide student transportation. Students are responsible for their own transportation. Students are required to attend classes at the College on days that constitute

holidays or days off for the District when the College is open and operating classes. Students are required to ensure arrival at the College's campus early enough to be on time for class.

If required and deemed necessary, the District will provide students with appropriate transportation under State law and District rules and procedures. If the District sponsors student transportation, the District agrees to schedule appropriate transportation to ensure arrival at the College's campus early enough to allow students to be on time for class.

XI. STUDENT COMPOSITION OF CLASS

Dual credit students attending classes on an SJCCD campus will be in classes with students from the general College population.

XII. FACULTY SELECTION, SUPERVISION, COMPENSATION, AND EVALUATION

- a) The College shall select, hire, supervise, and evaluate all instructors of dual credit courses offered by the College, according to College and departmental policies and procedures. These instructors must meet the minimum requirements specified by the SACSCOC and Applicable Law and are subject to approval procedures used by the College to select faculty.
- b) Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the Dual Credit Director and the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.
- c) The School District will designate a specific School District official that is certified as a Title IX Investigator to serve as the authorized liaison for San Jacinto College Office of Human Resources. The District official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.
- d) The College shall be responsible for the payment of the salary, benefits, and employment taxes of its employees performing services for or at the high school.
- e) Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the ISD and the SJCCD Liaison when appropriate.

XIII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

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

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

- d) The College shall ensure that college courses taught for dual credit at any site for general college credit are substantially equivalent with respect to the contact hour requirements, curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be reasonably upheld regardless of the student composition of the class.
- e) The primary responsibility for assigning College grades in a course belongs to the SJCCD faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinative. College and District officials will not interfere with the faculty member's responsibility for assigning grades in the college-level course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.
- f) Final grades shall be submitted by the College to the District's high school in which the student is enrolled at the end of the semester through the secure online dual credit dashboard. The final course grade recorded for the College will be a letter grade. The ISD is responsible for determining the numerical grade equivalent for their students.
- g) Students or the District will be responsible for their own textbooks, equipment, and supplemental materials required for classes. The College will make every effort to use free or low-cost open educational resources in Program courses. To assist with their success, required textbooks and materials must be available to each registered student on the first day of class. Exceptions must be discussed with the Dual Credit Director and the SJCCD instructional Department Chair and agreed upon by the Parties prior to the first day of class.

XIV. ATTENDANCE / CALENDAR

- a) Dual Credit classes will align with the College Academic Calendar including SJCCD student holidays. Dual Credit students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the District when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the District. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.
- b) College courses and exams should take reasonable priority over District activities. Dual Credit students are responsible for notifying their college instructor if they are missing any classes and

- must follow course policies on the syllabus concerning attendance.
- c) No changes will be made to the SJCCD scheduled course start and end times established for the semester. SJCCD class times must meet established State requirements for instructional minutes. SJCCD faculty members are not authorized to change the start and end times of their classes to meet the scheduling needs of the District.
 - d) Students must report regularly and promptly to courses to ensure success. Failure to comply with this College policy may result in receiving a grade of an "FX" which translates to an F for excessive absences. Students are expected to actively participate in class and complete all assigned readings/assignments. Failure to participate may be considered an absence. Students are required to ensure arrival at the College's campus early enough to be on time for class.
 - e) The Parties shall comply with Applicable Law in crediting attendance in the Program courses.
 - f) All high school students are required to participate in required state, national and federal assessments administered by the ISD. SJCCD agrees to make reasonable accommodations in course scheduling and attendance so that students are not penalized in their college credit courses for their participation in the required state, national and federal assessments. The District shall notify SJCCD promptly of the testing and assessment schedule prior to the start of the affected term.

XV. WITHDRAWAL FROM COLLEGE COURSES

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

XVI. TRANSCRIPTION OF CREDIT

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

XVII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS

- a) The College and the District agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and District for students in the dual credit Program without the consent of either the parents or the student.
- b) Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.

- c) Both Parties agree that they shall not permit any unauthorized disclosure of confidential student information in contravention of FERPA. Both Parties agree not to share information with third parties unless authorized to do so by Applicable Law. While in possession of protected student data, the College and the District shall permit only authorized employees as permitted under FERPA to have access to the data. Both Parties agree to store the data in a secure area and to prevent unauthorized access.
- d) To ensure the continued confidentiality and security of the data protected by FERPA, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access.
- e) If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the District, including records that the College has disclosed.
- f) The College and the District agree to comply with all FERPA requirements to maintain the privacy of student data. Information on FERPA at the College can be found on the SJCCD website at <https://www.sanjac.edu/student-services/student-concerns/ferpa>.
- g) Data regarding student designation or participation in free and reduced lunch programs at the District will be collected and shared as deemed appropriate and as required for the implementation of the Financial Aid for Swift Transfer (FAST) program including the student's Public Education Information Management System (PEIMS) Identifier and Texas Student Data System (TSDS) ID.

XVIII. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- a) Students in dual credit Program courses are eligible to utilize the same support services, learning resources, and benefits that are afforded all College students except in limited cases where the service would be duplicative of services provided by the District or where utilizing the College's services would not apply to the ECHS student such as College meal plans and mental health counseling.
- b) The School District may access the current College Catalog <https://publications.sanjac.edu/> and the current Student Handbook <https://publications.sanjac.edu/student-handbook/> from the website. All policies in the SJCCD Catalog and Student Handbook apply fully to dual credit students enrolled in the Program.
- c) The District will post information and a link to the SJCCD Dual Credit website on the ISD homepage. Information about SJCCD Dual Credit opportunities will be posted on the individual high school's College/Career or College Resources website.
- d) Both Parties will offer college advising services for dual credit students enrolled in the Program. The College and the District will establish common advising strategies and terminology related to dual credit and college readiness and will conduct periodic meetings to review and hone such strategies and terminology. The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan. In addition, the College advisor can assist dual credit students with navigating SJCCD's policies and procedures. The name of the SJCCD advisor responsible for dual credit is located on the SJCCD Dual Credit website. In active collaboration with the College, the District shall take whatever actions deemed reasonably necessary by the

College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019).

- e) The College provides a guide to the alignment of high school endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications, which can be found on the College's Dual Credit website. An individual pathway for each dual credit student enrolled in the Program will be developed and accessible to the student in Degreeworks.
- f) Tools to assist counselors, students, and families in selecting endorsements offered by the ISD and choosing Dual Credit courses have been developed by TEA, THECB, and Texas Workforce Commission. Links to these tools are located on the ISD website and the SJCCD Dual Credit web page.
- g) The College and the District shall comply with Applicable Law with respect to a student's disabilities and need for accommodations. Students needing accommodations for SJCCD courses must meet with the Accessibility Services office. If the class is taught at SJCCD, the College will be responsible for providing the classroom accommodation and the SJCCD Accessibility Counselor will coordinate class accommodations with the District's high school counselor responsible for determining accommodations. If the class is taught by a member of the District faculty or at the District high school, the District's high school will be responsible for providing the classroom accommodations.
- h) The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic year upon request by the District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the Program on the College's dual credit website.

XIX. STUDENT CONDUCT

- a) Students enrolled in the dual credit program at SJCCD are required to adhere to both the District and SJCCD policies, procedures, and regulations regarding facilities and equipment usage, and both SJCCD and the District's code of student conduct while at SJCCD facilities. The failure of any student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the College and the District, including suspension and dismissal from the Program. All disciplinary action, including suspension and dismissal from the Program shall be in conformity with the codes of conduct of the parties. In the event of a conflict between the policies of the District and SJCCD, the Parties will collaborate to resolve any conflict. Any escalating student behavioral concerns or threats made by dual credit students against ISD or SJCCD properties must be reported to or shared with the Office of Student Rights and Responsibilities or the Dual Credit office in a timely manner so that the College is aware of potential risks and concerns involving SJCCD property and personnel.
- b) Grievance or Complaint procedures for handling student complaints regarding college courses are applicable to all students including those enrolled in dual credit courses. Dual credit students with general complaints, discrimination or harassment complaints, or complaints alleging sexual harassment, sexual assault, dating violence, domestic violence or stalking shall follow the complaint procedures as stated in the College's Code of Student Conduct at <https://publications.sanjac.edu/student-handbook/complaint-procedures/>. A student may

report a grievance or complaint at the following link:

https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0.

XX. ACCIDENTS/EMERGENCIES

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

XXI. CONCEALED HANDGUN NOTICE

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

XXII. FUNDING

- a) State funding for dual credit courses is available to both the ISD and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) SJCCD has adopted the Financial Aid for Swift Transfer (FAST) program as recently established under House Bill 8 during the regular 2023 Texas legislative session and as implemented by the Texas Higher Education Coordinating Board. The ISD agrees to participate in the FAST program.
- c) Participation in the FAST program includes that FAST-eligible dual credit students may not pay for any component of their educational costs as defined by the [FAST program funding policy](#).
- d) Students are eligible to participate in the FAST program after qualifying for the Free and Reduced Lunch program as outlined by the USDA Food and Nutrition Service at any time during the previous four years, and when qualified may not pay any portion of tuition, fees, course materials or other charges.
- e) Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. The remaining tuition and fees will be paid by

the student to SJCCD. As of Fall 2023, the current waiver is 75% of tuition and fees for in-district and out-of-district students, and 75% of tuition and fees for out-of-state students. The College will apply the FAST discount for the remaining percent of tuition for all students who qualify for FAST. The remaining percent of the tuition for non-FAST students will be paid by the ISD or the students, or any combination thereof. Any fees shall be paid by either the ISD or the students but may not be paid by a FAST-eligible student.

- f) The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary or advisable during the year and will provide written notice to the District prior to any adjustments to tuition and fees being made. Upon receipt of this notice, the District shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.
- g) The costs for textbooks and/or materials for dual credit courses shall be the responsibility of the District or the student, not SJCCD. The District will incur all charges associated with books, supplies, and course materials for FAST students as defined in the FAST program funding policy. The ISD or the students will cover the expense of all learning materials and other charges for students enrolled in SJCCD courses offered for dual credit who do not qualify for FAST. The required supplies will be available to students before the first day of class and should be purchased before classes start to help facilitate student success.
- h) The District or the student, not SJCCD, will be responsible for costs associated with students re-taking a class including students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan.
- i) If the District will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for District students enrolled in the Program including dual credit student tuition, fees, and books/materials as set forth in this Agreement. The District will provide a primary and secondary point of contact with appropriate contact information. SJCCD will process and remit the invoice after the official day of record for the specified term via email to the designated primary and secondary contact and any other personnel or departments desired by the District. Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within 45-days of the billing date:

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

SJCCD Invoicing Contact:

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

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

Hallsville ISD
Attn: Accts. Receivable
1825 Lakeway Drive, Ste 400
Lewisville, TX 75057

K12 Invoicing Contact:

Primary: Angelica Imperial billing@tvahallsville.org 972-420-1404

Secondary: Salli Page / spage@k12.com 469-830-9438

XXIII. PROGRAM GOALS

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

XXIV. LIABILITY; INSURANCE

- a) To the extent permitted by Applicable Law, the District does hereby agree to release SJCCD and its trustees, employees, agents, officers, and representatives (collectively "College Parties") from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the District or any of its trustees, employees, agents, officers and representatives (collectively "District Parties"). To the extent permitted by Applicable Law, the College does hereby agree to release the District Parties from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the College or any of the College Parties.
- b) Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on SJCCD property and participation in the Program under this Agreement. Each Party shall cause its insurance policy to contain a waiver of subrogation against the other Party. Each Party shall carry other insurance as that Party deems advisable to protect against claims or liabilities that may result from participation in the Program under this Agreement.

XXV. TERMINATION OF AGREEMENT

- a) Termination for Convenience. This Agreement may be terminated by either Party, with or without cause, upon 30 days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any ISD students taking SJCCD college courses for dual credit at the time this Agreement is effectively terminated will be allowed to complete those courses notwithstanding the termination of this Agreement.
- b) Termination for Cause. In the event that either Party defaults in its obligations under this Agreement, the other Party may terminate the Agreement for cause and pursue any remedies under law or in equity. Notwithstanding the foregoing, except for Exigent Circumstances, the defaulting Party shall have thirty (30) days from notice of default in which to cure the default before the Party alleging the default terminates and pursues its remedies. For purposes of this Agreement, the term "Exigent Circumstances" shall mean (collectively and individually) any act, omission, failure, or breach that in the reasonable discretion of the Party alleging the breach or default may (I) pose a threat to the safety or well-being of persons; (II) pose an imminent danger to the premises of the other Party; (III) constitute a violation of Applicable Law; and/or (IV) result in the imposition of fines or penalties, for the other Party.
- c) Fiscal Funding Out. Notwithstanding anything in this Agreement regarding either Party allocating

funds to undertake its responsibilities under this Agreement or to make payments under this Agreement, such obligations constitute a commitment of revenues for the current fiscal year only and does not create an impermissible debt. In the event that either the District's Board of Trustees or the College's Board of Trustees fails to obtain and appropriate funds for any fiscal year during the Term, despite its best efforts, then an event of non-appropriation ("Non- Appropriation") shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) the Party will provide immediate notice of such Non-Appropriation to the other Party and provide written notice of such failure by its governing body at least 45 days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; and (ii) this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to either Party except for any amounts owed during the period prior to the next fiscal year for which funds were not allocated.

XXVI. GENERAL PROVISIONS

- a) No Personal Liability; No Third-Party Liability; No Waiver. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of SJCCD or ISD, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of SJCCD or ISD. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.
- b) Integrated Agreement; Modification. This Agreement, including any and all appendices and exhibits, contains the entire agreement between the Parties with respect to the dual credit Program and the subject matter herein and cannot be amended or modified except by written agreement signed by the Party against whom enforcement of the amendment or modification is sought.
- c) Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Premises are located, without regard to its choice of law or conflicts of law provisions. Exclusive venue for any proceeding or action with respect to this Agreement shall lie in a court of competent jurisdiction in the Harris County, Texas.
- d) Severability. The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- e) Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties consent to electronic signatures affixed to documents as though they had been physically signed. Additionally, the Parties consent to the electronic transmission of documents and communication, including any notices required under this Agreement.
- f) Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and the District may teach college courses as adjunct professors of SJCCD, or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party

in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.

Executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Brenda Hellyer, Chancellor

Date: _____

HALLSVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
Julie Smith TVAH Coordinator, Hallsville ISD

Date: _____

Appendix A

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

Program Goals

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

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

<ul style="list-style-type: none">• Analysis of performance in subsequent course work.	<p>Metric:</p> <ul style="list-style-type: none">• SJCCD analyzes enrollment, completion, and success data of dual credit students by ISD. SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery.• SJCCD Institutional Research Office creates an ISD portfolio for each ISD with pertinent student data, including retention, course A-C success, and completion of certificates and/or degrees; all data are disaggregated by race and ethnicity, gender, and age.
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Appendix B

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

Crosswalk of HISD Courses and SJCCD Courses

Appendix C

School District Title IX Investigator/Coordinator

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

The School District Liaison contact information is as follows:

School District Name:

High School Name:

Liaison’s Name:

Position Title:

Contact Phone Number:

Email:

Action Item “XVII”
Regular Board Meeting May 6, 2024
Consideration of Approval of Memorandum of Understanding with
Lutheran North Academy for Dual Credit

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a Memorandum of Understanding (MOU) between San Jacinto Community College District (SJCCD) and Lutheran North Academy for dual credit.

BACKGROUND

Lutheran North Academy (LNA) is a private college-preparatory school with an enrollment of approximately 110 students located at 1130 West 34th Street, Houston, TX 77018. LNA approached San Jacinto College to establish a dual credit program for students from their high schools. The dual credit program will offer an opportunity for students to earn college credit by taking academic courses.

All provisions in the MOU follow the rules for Dual Credit Partnerships between Secondary Schools and Texas Public Colleges as outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D. The MOU will further the College’s dual credit program goals, which align with the goals of the Texas Higher Education Coordinating Board, to be included or referenced in the MOU.

IMPACT OF THIS ACTION

Approval of this MOU will allow the College and Lutheran North Academy to begin their dual credit partnership.

BUDGET INFORMATION

All elements related to the operation of the Dual Credit programs are contained within the 2024- 2025 budget.

MONITORING AND REPORTING TIMELINE

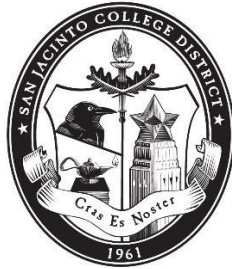
The agreement shall become effective upon the date of execution and will continue through August 31, 2025.

ATTACHMENTS

Attachment 1 - Draft MOU

RESOURCE PERSONNEL

Brenda Hellyer	281-998-6100	brenda.hellyer@sjcd.edu
Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu



This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **Lutheran North Academy**, a private school established by law and political subdivision of the State of Texas ("Lutheran North Academy" or "Academy") as of the effective date of **May 10, 2024** ("Effective Date"). Individually, SJCCD or Lutheran North Academy shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

I. TERM

This Agreement shall commence on the Effective Date and expire on **August 31, 2025** ("Expiration Date") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date.

II. WEBSITE

Both Parties agree to post a copy of this Agreement on their respective internet websites under Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 for dual credit partnerships between public school and Texas public institutions of higher education.

III. OVERVIEW

The College is committed to serving the students and communities of the greater Houston area through collaborative work with school Academy in the College's service area. A major initiative promoting a college-going and college-graduation culture is the partnership between Lutheran North Academy and San Jacinto Community College to establish a dual credit program. This dual credit program complies with Applicable Law (as hereinafter defined), including, without limitation, the laws and regulations set forth by the State of Texas for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students. The term 'partnership' as used in this Agreement refers to the dual credit partnerships as described in 19 Texas Administrative Code, Chapter 4, Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college-level credit. The Parties

agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the establishment of a dual credit program with courses offered on all campus of SJCCD.

IV. NON-DISCRIMINATION

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

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

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

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

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

V. APPLICABLE LAW

Both Parties agree to perform their respective obligations and operate the Dual Credit program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; United States Department of Education requirements; the Texas Education Code, including, without limitation, Sections 28.009, 29.081, 29.908, 130.008, and other provisions governing early college high school programs and dual credit programs, high school and college course requirements and credit, grading, graduation requirements, and credentialing; Chapter 22 (Subchapter B as its relates to immunity and Subchapter C as related to criminal history background checks for services provided on a school Academy campus); Chapter 39 (accountability); the Texas Government Code, to the extent it applies to the subject matter of this

Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 (“Prompt Pay Act”); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”); requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations to the extent applicable to the delivery of services under this Agreement; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, “Applicable Law”).

VI. PURPOSE

In Spring 2024, the Academy approached SJCCD to establish a dual credit partnership. The Parties agree to enter into this Agreement to set forth the roles and respective obligations of the Parties for the establishment and operation of the Program for eligible students, which will allow the students to earn college credit while simultaneously earning credit toward their high school graduation requirements. This Agreement encompasses all programs and initiatives under the dual credit programs as required by Applicable Law.

VII. ELIGIBLE COURSES

- a) Any courses offered for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the THECB and listed in SJCCD’s Core Curriculum, or as college-level workforce education courses in the current edition of Workforce Education Course Manual (WECM) adopted by the THECB, or a foreign language course.
- b) Courses offered for dual credit by SJCCD to the Academy will be in the following programs: Certificate of Technology or higher.
- c) Prior to the commencement of the classes, the College and the Academy will develop a course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed. The final course equivalency crosswalk (“Crosswalk”) will be attached to this Agreement as Appendix B and incorporated herein.
- d) Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.
- e) Specific course offerings for the Program will be determined collaboratively between SJCCD and the Academy.
- f) Developmental and remedial courses are not offered for dual credit.

- g) The College and the Academy agree that SJCCD policies and practices regulating dual credit courses will be followed.

VIII. STUDENT ELIGIBILITY REQUIREMENTS

- a) To be eligible for dual credit enrollment at SJCCD, the high school student must:
 - 1. Meet all requirements for standard admission to the College as outlined in the College’s current College Catalog, as well as other requirements that may be imposed by the Academy.
 - 2. Must meet dual credit admissions and eligibility requirements as required by Applicable Law including, without limitation, the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB.
 - 3. Must successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
- b) The Academy shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code and other Applicable Law.
- c) Students taking the TSIA at San Jacinto College will not be charged for their first attempt on any section of the Texas Success Initiative Assessment (TSIA). Students will be charged for any additional testing attempts at the current SJCCD Board-approved cost. The current cost is \$15.00 per section or \$30.00 for the entire assessment. The Academy or student will cover the cost of any additional attempts.
- d) The Academy will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success.

IX. LOCATION OF CLASSES

The location of the dual credit Program courses will be held at the College’s campus, high school campus, or an approved instructional site per SACSCOC standards. The College will comply with Applicable Law for offering courses at a distance. In addition, college courses taught electronically shall comply with the THECB’s adopted Principles of Good Practice for Courses Offered Electronically. The College shall be responsible for the maintenance and operations at the SJCCD campus(es). For college classes taught at or on Academy facilities, the Academy shall be responsible for maintenance and operation at those facilities. Students must comply with all SJCCD policies, rules, and regulations relating to conduct while on College property.

X. TRANSPORTATION

SJCCD will not provide student transportation. Students are responsible for their own transportation. Students are required to attend classes at the College on days that constitute holidays or days off for the Academy when the College is open and operating classes. Students are required to ensure arrival at the College’s campus early enough to be on time for class.

If required and deemed necessary, the Academy will provide students with appropriate transportation under State law and Academy rules and procedures. If the Academy sponsors student transportation, the Academy agrees to schedule appropriate transportation to ensure arrival at the College’s campus early enough to allow students to be on time for class.

XI. STUDENT COMPOSITION OF CLASS

Dual credit students attending classes on an SJCCD campus will be in classes with students from the general College population.

XII. FACULTY SELECTION, SUPERVISION, COMPENSATION, AND EVALUATION

- a) The College shall select, hire, supervise, and evaluate all instructors of dual credit courses offered by the College, according to College and departmental policies and procedures. These instructors must meet the minimum requirements specified by the SACSCOC and Applicable Law and are subject to approval procedures used by the College to select faculty.
- b) Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the Dual Credit Director and the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.
- c) The Academy will designate a specific Academy official that is certified as a Title IX Investigator to serve as the authorized liaison for San Jacinto College Office of Human Resources. The Academy official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.
- d) The College shall be responsible for the payment of the salary, benefits, and employment taxes of its employees performing services for or at the high school.
- e) Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the Academy and the SJCCD Liaison when appropriate.

XIII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

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

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

- d) The College shall ensure that college courses taught for dual credit at any site for general college credit are substantially equivalent with respect to the contact hour requirements, curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be reasonably upheld regardless of the student composition of the class.
- e) The primary responsibility for assigning College grades in a course belongs to the SJCCD faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinative. College and Academy officials will not interfere with the faculty member's responsibility for assigning grades in the college-level course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.
- f) Final grades shall be submitted by the College to the Academy's high school in which the student is enrolled at the end of the semester through the secure online dual credit dashboard. The final course grade recorded for the College will be a letter grade. The Academy is responsible for determining the numerical grade equivalent for their students.
- g) Students will be responsible for their own textbooks, equipment, and supplemental materials required for classes. The College will make every effort to use free or low-cost open educational resources in Program courses. To assist with their success, required textbooks and materials must be available to each registered student on the first day of class. Exceptions must be discussed with the Dual Credit Director and the SJCCD instructional Department Chair and agreed upon by the Parties prior to the first day of class.

XIV. ATTENDANCE / CALENDAR

- a) Dual Credit classes will align with the College Academic Calendar including SJCCD student holidays. Dual Credit students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the Academy when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the Academy. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.
- b) College courses and exams should take reasonable priority over Academy activities. Dual Credit

students are responsible for notifying their college instructor if they are missing any classes and must follow course policies on the syllabus concerning attendance.

- c) No changes will be made to the SJCCD scheduled course start and end times established for the semester. SJCCD class times must meet established State requirements for instructional minutes. SJCCD faculty members are not authorized to change the start and end times of their classes to meet the scheduling needs of the Academy.
- d) Students must report regularly and promptly to courses to ensure success. Failure to comply with this College policy may result in receiving a grade of an "FX" which translates to an F for excessive absences. Students are expected to actively participate in class and complete all assigned readings/assignments. Failure to participate may be considered an absence. Students are required to ensure arrival at the College's campus early enough to be on time for class.
- e) The Parties shall comply with Applicable Law in crediting attendance in the Program courses.
- f) All high school students are required to participate in required state, national and federal assessments administered by the Academy. SJCCD agrees to make reasonable accommodations in course scheduling and attendance so that students are not penalized in their college credit courses for their participation in the required state, national and federal assessments. The Academy shall notify SJCCD promptly of the testing and assessment schedule prior to the start of the affected term.

XV. WITHDRAWAL FROM COLLEGE COURSES

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

XVI. TRANSCRIPTION OF CREDIT

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

XVII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS

- a) The College and the Academy agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and Academy for students in the dual credit Program without the consent of either the parents or the student.
- b) Data obtained will be used solely for the purposes described in the Agreement. The College and the Academy will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.

- c) Both Parties agree that they shall not permit any unauthorized disclosure of confidential student information in contravention of FERPA. Both Parties agree not to share information with third parties unless authorized to do so by Applicable Law. While in possession of protected student data, the College and the Academy shall permit only authorized employees as permitted under FERPA to have access to the data. Both Parties agree to store the data in a secure area and to prevent unauthorized access.
- d) To ensure the continued confidentiality and security of the data protected by FERPA, the College and Academy shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access.
- e) If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the Academy, including records that the College has disclosed.
- f) The College and the Academy agree to comply with all FERPA requirements to maintain the privacy of student data. Information on FERPA at the College can be found on the SJCCD website at <https://www.sanjac.edu/student-services/student-concerns/ferpa>.

XVIII. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- a) Students in dual credit Program courses are eligible to utilize the same support services, learning resources, and benefits that are afforded all College students except in limited cases where the service would be duplicative of services provided by the Academy or where utilizing the College's services would not apply to the ECHS student such as College meal plans and mental health counseling.
- b) The School Academy may access the current College Catalog <https://publications.sanjac.edu/> and the current Student Handbook <https://publications.sanjac.edu/student-handbook/> from the website. All policies in the SJCCD Catalog and Student Handbook apply fully to dual credit students enrolled in the Program.
- c) The Academy will post information and a link to the SJCCD Dual Credit website on the Academy homepage. Information about SJCCD Dual Credit opportunities will be posted on the individual high school's College/Career or College Resources website.
- d) Both Parties will offer college advising services for dual credit students enrolled in the Program. The College and the Academy will establish common advising strategies and terminology related to dual credit and college readiness and will conduct periodic meetings to review and hone such strategies and terminology. The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan. The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan. In addition, the College advisor can assist dual credit students with navigating SJCCD's policies and procedures. The name of the SJCCD advisor responsible for dual credit is located on the SJCCD Dual Credit website. In active collaboration with the College, the Academy shall take whatever actions

deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019).

- e) The College provides a guide to the alignment of high school endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications, which can be found on the College's Dual Credit website. An individual pathway for each dual credit student enrolled in the Program will be developed and accessible to the student in Degreeworks.
- f) Tools to assist counselors, students, and families in selecting endorsements offered by Lutheran North Academy and choosing Dual Credit courses have been developed by TEA, THECB, and Texas Workforce Commission. Links to these tools are located on the Lutheran North Academy website and the SJCCD Dual Credit web page.
- g) The College and the Academy shall comply with Applicable Law with respect to a student's disabilities and need for accommodations. Students needing accommodations for SJCCD courses must meet with the Accessibility Services office. If the class is taught at SJCCD, the College will be responsible for providing the classroom accommodation and the SJCCD Accessibility Counselor will coordinate class accommodations with the Academy's high school counselor responsible for determining accommodations. If the class is taught by a member of the Academy faculty or at the Academy high school, the Academy's high school will be responsible for providing the classroom accommodations.
- h) The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic year upon request by the Academy. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the Program on the College's dual credit website.

XIX. STUDENT CONDUCT

- a) Students enrolled in the dual credit program at SJCCD are required to adhere to both the Academy and SJCCD policies, procedures, and regulations regarding facilities and equipment usage, and both SJCCD and the Academy's code of student conduct while at SJCCD facilities. The failure of any student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the College and the Academy, including suspension and dismissal from the Program. All disciplinary action, including suspension and dismissal from the Program shall be in conformity with the codes of conduct of the parties. In the event of a conflict between the policies of the Academy and SJCCD, the Parties will collaborate to resolve any conflict. Any escalating student behavioral concerns or threats made by dual credit students against Academy or SJCCD properties must be reported to or shared with the Office of Student Rights and Responsibilities or the Dual Credit office in a timely manner so that the College is aware of potential risks and concerns involving SJCCD property and personnel.
- b) Grievance or Complaint procedures for handling student complaints regarding college courses are applicable to all students including those enrolled in dual credit courses. Dual credit students with general complaints, discrimination or harassment complaints, or complaints alleging sexual harassment, sexual assault, dating violence, domestic violence or stalking shall follow the complaint procedures as stated in the College's Code of Student Conduct at <https://publications.sanjac.edu/student-handbook/complaint-procedures/>.

A student may report a grievance or complaint at the following link:
https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0.

XX. ACCIDENTS/EMERGENCIES

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

XXI. CONCEALED HANDGUN NOTICE

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

XXII. FUNDING

- a) State funding for dual credit courses is available to both the Academy and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. The remaining tuition and fees will be paid by the student to SJCCD. As of Fall 2023, the current waiver is 75% of tuition and fees.
- c) The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary or advisable during the year and will provide written notice to the Academy prior to any adjustments to tuition and fees being made. Upon receipt of this notice, the Academy shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.

- d) The costs for textbooks and/or materials for dual credit courses shall be the responsibility of the Academy or the student, not SJCCD. The required supplies will be available to students prior to the first day of class and should be purchased prior to classes starting to help facilitate student success.
- e) The student, not SJCCD, will be responsible for costs associated with students re-taking a class including students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan.
- f) If the Academy will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for Academy students enrolled in the certificate of technology programs or higher including dual credit student tuition, fees, and books/materials as set forth in this agreement. The Academy will provide a primary and secondary point of contact with appropriate contact information. SJCCD will process and remit the invoice after the official day of record for the specified term via email to the designated primary and secondary contact and any other personnel or departments desired by the Academy. Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within 45 days of the billing date:

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

SJCCD Invoicing Contact:

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

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

XXIII. PROGRAM GOALS

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

XXIV. LIABILITY; INSURANCE

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

Program under this Agreement. Each Party shall cause its insurance policy to contain a waiver of subrogation against the other Party. Each Party shall carry other insurance as that Party deems advisable to protect against claims or liabilities that may result from participation in the Program under this Agreement.

XXV. TERMINATION OF AGREEMENT

- a) Termination for Convenience. This Agreement may be terminated by either Party, with or without cause, upon 30 days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any Lutheran North ACADEMY students taking SJCCD college courses for dual credit at the time this Agreement is effectively terminated will be allowed to complete those courses notwithstanding the termination of this Agreement.
- b) Termination for Cause. In the event that either Party defaults in its obligations under this Agreement, the other Party may terminate the Agreement for cause and pursue any remedies under law or in equity. Notwithstanding the foregoing, except for Exigent Circumstances, the defaulting Party shall have thirty (30) days from notice of default in which to cure the default before the Party alleging the default terminates and pursues its remedies. For purposes of this Agreement, the term “Exigent Circumstances” shall mean (collectively and individually) any act, omission, failure, or breach that in the reasonable discretion of the Party alleging the breach or default may (I) pose a threat to the safety or well-being of persons; (II) pose an imminent danger to the premises of the other Party; (III) constitute a violation of Applicable Law; and/or (IV) result in the imposition of fines or penalties, for the other Party.
- c) Fiscal Funding Out. Notwithstanding anything in this Agreement regarding either Party allocating funds to undertake its responsibilities under this Agreement or to make payments under this Agreement, such obligations constitute a commitment of revenues for the current fiscal year only and does not create an impermissible debt. In the event that either the Academy’s Board of Trustees or the College’s Board of Trustees fails to obtain and appropriate funds for any fiscal year during the Term, despite its best efforts, then an event of non-appropriation (“Non-Appropriation”) shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) the Party will provide immediate notice of such Non-Appropriation to the other Party and provide written notice of such failure by its governing body at least 45 days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; and (ii) this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to either Party except for any amounts owed during the period prior to the next fiscal year for which funds were not allocated.

XXVI. GENERAL PROVISIONS

- a) No Personal Liability; No Third-Party Liability; No Waiver. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of SJCCD or Lutheran North ACADEMY, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of SJCCD or Lutheran North ACADEMY. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.
- b) Integrated Agreement; Modification. This Agreement, including any and all appendices and exhibits, contains the entire agreement between the Parties with respect to the dual credit

Program and the subject matter herein and cannot be amended or modified except by written agreement signed by the Party against whom enforcement of the amendment or modification is sought.

- c) Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Premises are located, without regard to its choice of law or conflicts of law provisions. Exclusive venue for any proceeding or action with respect to this Agreement shall lie in a court of competent jurisdiction in the Harris County, Texas.
- d) Severability. The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- e) Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties consent to electronic signatures affixed to documents as though they had been physically signed. Additionally, the Parties consent to the electronic transmission of documents and communication, including any notices required under this Agreement.
- f) Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and the Academy may teach college courses as adjunct professors of SJCCD, or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.

Executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Brenda Hellyer, Chancellor

Date: _____

LUTHERAN NORTH ACADEMY

By: _____
Head of School

Date: _____

Appendix A

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

Program Goals

STATE DUAL CREDIT GOALS	SJCCD DUAL CREDIT GOALS
<p>Goal 1: The academy and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.</p> <p>Measures of Implementation: Examples of items to include in documentation:</p> <ul style="list-style-type: none"> • Collaboration between ACADEMYs and IHE partner(s) to host informational sessions for students and parents on dual credit opportunities, benefits, and cost. • ACADEMY and IHE dual credit webpages reflect the most current dual credit program information including enrollment and fee policies • Hosting dual credit 101 sessions for high school counselors. • Collaboration between ACADEMYs and IHE partner(s) on a marketing campaign. • Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted. 	<p>Goal 1: The SJCCD dual credit program’s achievement of enrollment in postsecondary education goal is fully supported by outreach efforts to inform students and parents of the benefits and costs of dual credit are a major part of this goal, as included in the SJCCD Strategic Plan.</p> <p>Measures of Implementation include:</p> <ul style="list-style-type: none"> • Parent Night and Student Presentations • Website and associated College documents updated often to reflect policies, rules, and financial policies. • College staff presentations to ACADEMY School Boards, as requested. • Dual credit director and administrators meet with ACADEMY administrators about dual credit programming. • SJCCD dual credit office creates marketing posters and brochures to disseminate to the ACADEMYs and homeschools. • SJCCD dual credit office maintains a record of visits and activities.

<p>Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.</p> <p>Metric: Examples of items included in analysis:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school. • Time to degree completion. • Semester credit hours to degree. • Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student subpopulation. 	<p>Goal 2: The SJCCD dual credit program’s successful transition to and acceleration through postsecondary education goal is to increase dual credit AA, AS, AAS, or certificate completion as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Goals for both transfer and technical certificate and degree attainment assessed through internal databases, THECB data, and the National Student Clearinghouse data; all data are disaggregated based on race and ethnicity, gender, and age. • Time to degree completion tracked through internal data.
	<ul style="list-style-type: none"> • Semester credit hours to degree tracked through internal data. • Analysis of measures in enrollment in persistence through postsecondary education, disaggregated by student subpopulations, tracked through internal data. • Dual credit office performs transcript audits to determine hours to degree and graduation options. • Dual credit office performs student advising with dual credit high school students per THECB rules.

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

<ul style="list-style-type: none">• Analysis of performance in subsequent course work.	<p>Metric:</p> <ul style="list-style-type: none">• SJCCD analyzes enrollment, completion, and success data of dual credit students by ACADEMY. SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery.• SJCCD Institutional Research Office creates an ACADEMY portfolio for each ACADEMY with pertinent student data, including retention, course A-C success, and completion of certificates and/or degrees; all data are disaggregated by race and ethnicity, gender, and age.
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Appendix B

Appendix B is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and Lutheran North Academy. Prior to the commencement of the classes, the College and the Academy will develop a final course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed.

Appendix C

School Academy Title IX Investigator/Coordinator

As stated above, the School Academy will designate a specific Academy official that is certified as a Title IX Investigator to serve as the authorized liaison for San Jacinto College Office of Human Resources. The Academy official and the College’s representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

The Academy Liaison contact information is as follows:

School Academy Name:

High School Name:

Liaison’s Name:

Position Title:

Contact Phone Number:

Email:

**Action Item “XVIII”
Regular Board Meeting May 6, 2024
Consideration of Approval of Memorandum of Understanding with
Lutheran South Academy for Dual Credit**

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a Memorandum of Understanding (MOU) between San Jacinto Community College District (SJCCD) and Lutheran South Academy for dual credit.

BACKGROUND

Lutheran South Academy (LSA) is a private college-preparatory school with an enrollment of 350 high school students located at 12555 Ryewater Drive, Houston, TX 77089. LSA approached San Jacinto College to establish a dual credit program for students from their high schools. The dual credit program will offer an opportunity for students to earn college credit by taking academic courses.

All provisions in the MOU follow the rules for Dual Credit Partnerships between Secondary Schools and Texas Public Colleges as outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D. The MOU will further the College’s dual credit program goals, which align with the goals of the Texas Higher Education Coordinating Board, to be included or referenced in the MOU.

IMPACT OF THIS ACTION

Approval of this MOU will allow the College and Lutheran South Academy to begin their dual credit partnership.

BUDGET INFORMATION

All elements related to the operation of the Dual Credit programs are contained within the allocated budget.

MONITORING AND REPORTING TIMELINE

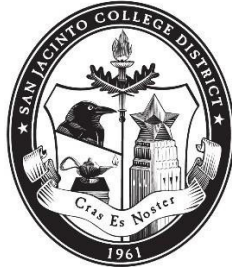
The agreement shall become effective upon the date of execution and will continue through August 31, 2025.

ATTACHMENTS

Attachment 1 - Draft MOU

RESOURCE PERSONNEL

Brenda Hellyer	281-998-6100	brenda.hellyer@sjcd.edu
Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu



This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **Lutheran South Academy**, a private school Academy established by law and political subdivision of the State of Texas ("Lutheran South Academy" or "Academy") as of the effective date of **May 10, 2024** ("Effective Date"). Individually, SJCCD or Lutheran South Academy shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

I. TERM

This Agreement shall commence on the Effective Date and expire on **August 31, 2025** ("Expiration Date") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date.

II. WEBSITE

Both Parties agree to post a copy of this Agreement on their respective internet websites under Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 for dual credit partnerships between public school and Texas public institutions of higher education.

III. OVERVIEW

The College is committed to serving the students and communities of the greater Houston area through collaborative work with high schools in the College's service area. A major initiative promoting a college-going and college-graduation culture is the partnership between Lutheran South Academy and San Jacinto Community College to establish a dual credit program. This dual credit program complies with Applicable Law (as hereinafter defined), including, without limitation, the laws and regulations set forth by the State of Texas for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students. The term 'partnership' as used in this Agreement refers to the dual credit partnerships as described in 19 Texas Administrative Code, Chapter 4, Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) to enter into agreements with secondary schools to offer courses that

grant credit toward the student's high school curriculum requirements and college-level credit. The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the establishment of a dual credit program with courses offered on all campus of SJCCD.

IV. NON-DISCRIMINATION

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

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

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

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

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

V. APPLICABLE LAW

Both Parties agree to perform their respective obligations and operate the Dual Credit program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; United States Department of Education requirements; the Texas Education Code, including, without limitation, Sections 28.009, 29.081, 29.908, 130.008, and other provisions governing early college high school programs and dual credit programs, high school and college course requirements and credit, grading, graduation requirements, and credentialing; Chapter 22 (Subchapter B as its relates to immunity and Subchapter C as related to criminal history background checks for services provided on a school Academy campus); Chapter 39

(accountability); the Texas Government Code, to the extent it applies to the subject matter of this Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 ("Prompt Pay Act"); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations to the extent applicable to the delivery of services under this Agreement; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, "Applicable Law").

VI. PURPOSE

In Spring 2005, the Academy approached SJCCD to establish a dual credit partnership. The Parties agreed to enter into this Agreement to set forth the roles and respective obligations of the Parties for the establishment and operation of the Program for eligible students, which will allow the students to earn college credit while simultaneously earning credit toward their high school graduation requirements. This Agreement encompasses all programs and initiatives under the dual credit programs as required by Applicable Law.

VII. ELIGIBLE COURSES

- a) Any courses offered for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the THECB and listed in SJCCD's Core Curriculum, or as college-level workforce education courses in the current edition of Workforce Education Course Manual (WECM) adopted by the THECB, or a foreign language course.
- b) Courses offered for dual credit by SJCCD to the Academy will be in the following programs: Certificate of Technology or higher.
- c) Prior to the commencement of the classes, the College and the Academy will develop a course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed. The final course equivalency crosswalk ("Crosswalk") will be attached to this Agreement as Appendix B and incorporated herein.
- d) Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.
- e) Specific course offerings for the Program will be determined collaboratively between SJCCD and the Academy.

- f) Developmental and remedial courses are not offered for dual credit.
- g) The College and the Academy agree that SJCCD policies and practices regulating dual credit courses will be followed.

VIII. STUDENT ELIGIBILITY REQUIREMENTS

- a) To be eligible for dual credit enrollment at SJCCD, the high school student must:
 - 1. Meet all requirements for standard admission to the College as outlined in the College's current College Catalog, as well as other requirements that may be imposed by the Academy.
 - 2. Must meet dual credit admissions and eligibility requirements as required by Applicable Law including, without limitation, the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB.
 - 3. Must successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
- b) The Academy shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code and other Applicable Law.
- c) Students taking the TSIA at San Jacinto College will not be charged for their first attempt on any section of the Texas Success Initiative Assessment (TSIA). Students will be charged for any additional testing attempts at the current SJCCD Board-approved cost. The current cost is \$15.00 per section or \$30.00 for the entire assessment. The student will cover the cost of any additional attempts.
- d) The Academy will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success.

IX. LOCATION OF CLASSES

The location of the dual credit Program courses will be held at the College's campus, high school campus, or an approved instructional site per SACSCOC standards. The College will comply with Applicable Law for offering courses at a distance. In addition, college courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically. The College shall be responsible for the maintenance and operations at the SJCCD campus(es). Students must comply with all SJCCD policies, rules, and regulations relating to conduct while on College property.

X. TRANSPORTATION

SJCCD will not provide student transportation. Students are responsible for their own transportation. Students are required to attend classes at the College on days that constitute holidays or days off for the Academy when the College is open and operating classes. Students are required to ensure arrival at the College's campus early enough to be on time for class.

XI. STUDENT COMPOSITION OF CLASS

Dual credit students attending classes on an SJCCD campus will be in classes with students from the general College population.

XII. FACULTY SELECTION, SUPERVISION, COMPENSATION, AND EVALUATION

- a) The College shall select, hire, supervise, and evaluate all instructors of dual credit courses offered by the College, according to College and departmental policies and procedures. These instructors must meet the minimum requirements specified by the SACSCOC and Applicable Law and are subject to approval procedures used by the College to select faculty.
- b) Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the Dual Credit Director and the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.
- c) The Academy will designate a specific Academy official that is certified as a Title IX Investigator to serve as the authorized liaison for San Jacinto College Office of Human Resources. The Academy official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.
- d) The College shall be responsible for the payment of the salary, benefits, and employment taxes of its employees performing services for or at the high school.
- e) Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the Academy and the SJCCD Liaison when appropriate.

XIII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

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

SJC Grade	SJCCD Numerical Range	SJCCD Definition		SJCCD Point Value
A	90-100	Excellent, superior achievement		4
B	80-89	Good, above average achievement		3
C	70-79	Average, acceptable achievement		2
D	60-69	Passing, marginal achievement		1
F	59 and below	Failure, unsatisfactory achievement		0
FX	59 and below	Failure, unsatisfactory achievement due to absences		0
I		Incomplete		0

NG		No Grade Reported	0
W		Withdrawal, not included in 6 drop limit	0
WL		Withdrawal, included in 6 drop limit	0

- d) The College shall ensure that college courses taught for dual credit at any site for general college credit are substantially equivalent with respect to the contact hour requirements, curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be reasonably upheld regardless of the student composition of the class.
- e) The primary responsibility for assigning College grades in a course belongs to the SJCCD faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and Academy officials will not interfere with the faculty member's responsibility for assigning grades in the college-level course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.
- f) Final grades shall be submitted by the College to the Academy's high school in which the student is enrolled at the end of the semester through the secure online dual credit dashboard. The final course grade recorded for the College will be a letter grade. The Academy is responsible for determining the numerical grade equivalent for their students.
- g) Students will be responsible for their own textbooks, equipment, and supplemental materials required for classes. The College will make every effort to use free or low-cost open educational resources in Program courses. To assist with their success, required textbooks and materials must be available to each registered student on the first day of class. Exceptions must be discussed with the Dual Credit Director and the SJCCD instructional Department Chair and agreed upon by the Parties prior to the first day of class.

XIV. ATTENDANCE / CALENDAR

- a) Dual Credit classes will align with the College Academic Calendar including SJCCD student holidays. Dual Credit students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the Academy when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the Academy. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.
- b) College courses and exams should take reasonable priority over Academy activities. Dual Credit students are responsible for notifying their college instructor if they are missing any classes and must follow course policies on the syllabus concerning attendance.
- c) No changes will be made to the SJCCD scheduled course start and end times established for the semester. SJCCD class times must meet established State requirements for instructional minutes. SJCCD faculty members are not authorized to change the start and end times of their classes to meet the scheduling needs of the Academy.
- d) Students must report regularly and promptly to courses to ensure success. Failure to comply with this College policy may result in receiving a grade of an "FX" which translates to an F for excessive absences. Students are expected to actively participate in class and complete all assigned readings/assignments. Failure to participate may be considered an absence. Students are

required to ensure arrival at the College's campus early enough to be on time for class.

- e) The Parties shall comply with Applicable Law in crediting attendance in the Program courses.
- f) All high school students are required to participate in required state, national and federal assessments administered by the Academy. SJCCD agrees to make reasonable accommodations in course scheduling and attendance so that students are not penalized in their college credit courses for their participation in the required state, national and federal assessments. The Academy shall notify SJCCD promptly of the testing and assessment schedule prior to the start of the affected term.

XV. WITHDRAWAL FROM COLLEGE COURSES

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

XVI. TRANSCRIPTION OF CREDIT

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

XVII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS

- a) The College and the Academy agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and Academy for students in the dual credit Program without the consent of either the parents or the student.
- b) Data obtained will be used solely for the purposes described in the Agreement. The College and the Academy will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.
- c) Both Parties agree that they shall not permit any unauthorized disclosure of confidential student information in contravention of FERPA. Both Parties agree not to share information with third parties unless authorized to do so by Applicable Law. While in possession of protected student data, the College and the Academy shall permit only authorized employees as permitted under FERPA to have access to the data. Both Parties agree to store the data in a secure area and to prevent unauthorized access.
- d) To ensure the continued confidentiality and security of the data protected by FERPA, the College and Academy shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access.
- e) If the student is under 18, the parents still retain the right under FERPA to inspect and review any

education records maintained by the Academy, including records that the College has disclosed.

- f) The College and the Academy agree to comply with all FERPA requirements to maintain the privacy of student data. Information on FERPA at the College can be found on the SJCCD website at <https://www.sanjac.edu/student-services/student-concerns/ferpa>.

XVIII. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- a) Students in dual credit Program courses are eligible to utilize the same support services, learning resources, and benefits that are afforded all College students except in limited cases where the service would be duplicative of services provided by the Academy or where utilizing the College's services would not apply to the Dual Credit student such as College meal plans and mental health counseling.
- b) The School Academy may access the current College Catalog <https://publications.sanjac.edu/> and the current Student Handbook <https://publications.sanjac.edu/student-handbook/> from the website. All policies in the SJCCD Catalog and Student Handbook apply fully to dual credit students enrolled in the Program.
- c) The Academy will post information and a link to the SJCCD Dual Credit website on the Academy homepage. Information about SJCCD Dual Credit opportunities will be posted on the individual high school's College/Career or College Resources website.
- d) Both Parties will offer college advising services for dual credit students enrolled in the Program. The College and the Academy will establish common advising strategies and terminology related to dual credit and college readiness and will conduct periodic meetings to review and hone such strategies and terminology. The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan. In addition, the College advisor can assist dual credit students with navigating SJCCD's policies and procedures. The name of the SJCCD advisor responsible for dual credit is located on the SJCCD Dual Credit website. In active collaboration with the College, the Academy shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019).
- e) The College provides a guide to the alignment of high school endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications, which can be found on the College's Dual Credit website. An individual pathway for each dual credit student enrolled in the Program will be developed and accessible to the student in Degreeworks.
- f) The College and the Academy shall comply with Applicable Law with respect to a student's disabilities and need for accommodations. Students needing accommodations for SJCCD courses must meet with the Accessibility Services office. If the class is taught at SJCCD, the College will be responsible for providing the classroom accommodation and the SJCCD Accessibility Counselor will coordinate class accommodations with the Academy's high school counselor responsible for determining accommodations. If the class is taught by a member of the Academy faculty or at the Academy high school, the Academy's high school will be responsible for providing the classroom accommodations.
- g) The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic

year upon request by the Academy. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the Program on the College's dual credit website.

XIX. STUDENT CONDUCT

- a) Students enrolled in the dual credit program at SJCCD are required to adhere to both the Academy and SJCCD policies, procedures, and regulations regarding facilities and equipment usage, and both SJCCD and the Academy's code of student conduct while at SJCCD facilities. The failure of any student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the College and the Academy, including suspension and dismissal from the Program. All disciplinary action, including suspension and dismissal from the Program shall be in conformity with the codes of conduct of the parties. In the event of a conflict between the policies of the Academy and SJCCD, the Parties will collaborate to resolve any conflict. Any escalating student behavioral concerns or threats made by dual credit students against Academy or SJCCD properties must be reported to or shared with the Office of Student Rights and Responsibilities or the Dual Credit office in a timely manner so that the College is aware of potential risks and concerns involving SJCCD property and personnel.
- b) Grievance or Complaint procedures for handling student complaints regarding college courses are applicable to all students including those enrolled in dual credit courses. Dual credit students with general complaints, discrimination or harassment complaints, or complaints alleging sexual harassment, sexual assault, dating violence, domestic violence or stalking shall follow the complaint procedures as stated in the College's Code of Student Conduct at <https://publications.sanjac.edu/student-handbook/complaint-procedures/>.

A student may report a grievance or complaint at the following link:

https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0.

XX. ACCIDENTS/EMERGENCIES

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

XXI. CONCEALED HANDGUN NOTICE

Pursuant to Texas Senate Bill 11 (S.B. 11), and in accordance with SJCCD Policy III.3000.A: Campus Carry,

a holder of a valid license to carry who is age 21 or older is authorized to possess a concealed handgun on SJCCD property. The policy also identifies certain campus locations and activities that a valid licensed-to-carry holder may be excluded from carrying a handgun due to previously existing State of Texas Statutes or exclusion zones identified by the College. More information can be found at <https://www.sanjac.edu/policy-iii3000a-campus-carry>.

XXII. FUNDING

- a) State funding for dual credit courses is available to both the Academy and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. The remaining tuition and fees will be paid by the student to SJCCD. As of Fall 2023, the current waiver is 75% of tuition and fees.
- c) The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary or advisable during the year and will provide written notice to the Academy prior to any adjustments to tuition and fees being made. Upon receipt of this notice, the Academy shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.
- d) The costs for textbooks and/or materials for dual credit courses shall be the responsibility of the student, not SJCCD. The required supplies will be available to students prior to the first day of class and should be purchased prior to classes starting to help facilitate student success.
- e) The student, not SJCCD, will be responsible for costs associated with students re-taking a class including students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan.
- f) If the Academy will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for Academy students enrolled in the certificate of technology programs or higher including dual credit student tuition, fees, and books/materials as set forth in this agreement. The Academy will provide a primary and secondary point of contact with appropriate contact information. SJCCD will process and remit the invoice after the official day of record for the specified term via email to the designated primary and secondary contact and any other personnel or departments desired by the Academy. Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within 45 days of the billing date:

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

SJCCD Invoicing Contact:

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

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

XXIII. PROGRAM GOALS

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

XXIV. LIABILITY; INSURANCE

- a) To the extent permitted by Applicable Law, the Academy does hereby agree to release SJCCD and its trustees, employees, agents, officers, and representatives (collectively "College Parties") from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the Academy or any of its trustees, employees, agents, officers and representatives (collectively "Academy Parties"). To the extent permitted by Applicable Law, the College does hereby agree to release the Academy Parties from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the College or any of the College Parties.
- b) Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on SJCCD property and participation in the Program under this Agreement. Each Party shall cause its insurance policy to contain a waiver of subrogation against the other Party. Each Party shall carry other insurance as that Party deems advisable to protect against claims or liabilities that may result from participation in the Program under this Agreement.

XXV. TERMINATION OF AGREEMENT

- a) Termination for Convenience. This Agreement may be terminated by either Party, with or without cause, upon 30 days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any Lutheran South ACADEMY students taking SJCCD college courses for dual credit at the time this Agreement is effectively terminated will be allowed to complete those courses notwithstanding the termination of this Agreement.
- b) Termination for Cause. In the event that either Party defaults in its obligations under this Agreement, the other Party may terminate the Agreement for cause and pursue any remedies under law or in equity. Notwithstanding the foregoing, except for Exigent Circumstances, the defaulting Party shall have thirty (30) days from notice of default in which to cure the default before the Party alleging the default terminates and pursues its remedies. For purposes of this Agreement, the term "Exigent Circumstances" shall mean (collectively and individually) any act, omission, failure, or breach that in the reasonable discretion of the Party alleging the breach or default may (I) pose a threat to the safety or well-being of persons; (II) pose an imminent danger to the premises of the other Party; (III) constitute a violation of Applicable Law; and/or (IV) result in the imposition of fines or penalties, for the other Party.
- c) Fiscal Funding Out. Notwithstanding anything in this Agreement regarding either Party allocating funds to undertake its responsibilities under this Agreement or to make payments under this Agreement, such obligations constitute a commitment of revenues for the current fiscal year only and does not create an impermissible debt. In the event that either the Academy's Board of Trustees or the College's Board of Trustees fails to obtain and appropriate funds for any fiscal year during the Term, despite its best efforts, then an event of non-appropriation ("Non-

Appropriation”) shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) the Party will provide immediate notice of such Non-Appropriation to the other Party and provide written notice of such failure by its governing body at least 45 days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; and (ii) this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to either Party except for any amounts owed during the period prior to the next fiscal year for which funds were not allocated.

XXVI. GENERAL PROVISIONS

- a) No Personal Liability; No Third-Party Liability; No Waiver. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of SJCCD or Lutheran South ACADEMY, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of SJCCD or Lutheran South ACADEMY. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.
- b) Integrated Agreement; Modification. This Agreement, including any and all appendices and exhibits, contains the entire agreement between the Parties with respect to the dual credit Program and the subject matter herein and cannot be amended or modified except by written agreement signed by the Party against whom enforcement of the amendment or modification is sought.
- c) Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Premises are located, without regard to its choice of law or conflicts of law provisions. Exclusive venue for any proceeding or action with respect to this Agreement shall lie in a court of competent jurisdiction in the Harris County, Texas.
- d) Severability. The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- e) Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties consent to electronic signatures affixed to documents as though they had been physically signed. Additionally, the Parties consent to the electronic transmission of documents and communication, including any notices required under this Agreement.
- f) Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and the Academy may teach college courses as adjunct professors of SJCCD, or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.

Executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____

Date: _____

Dr. Brenda Hellyer, Chancellor

LUTHERAN SOUTH ACADEMY

By: _____

Date: _____

Head of School

Appendix A

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

Program Goals

STATE DUAL CREDIT GOALS	SJCCD DUAL CREDIT GOALS
<p>Goal 1: The academy and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.</p> <p>Measures of Implementation: Examples of items to include in documentation:</p> <ul style="list-style-type: none"> • Collaboration between ACADEMYs and IHE partner(s) to host informational sessions for students and parents on dual credit opportunities, benefits, and cost. • ACADEMY and IHE dual credit webpages reflect the most current dual credit program information including enrollment and fee policies • Hosting dual credit 101 sessions for high school counselors. • Collaboration between ACADEMYs and IHE partner(s) on a marketing campaign. • Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted. 	<p>Goal 1: The SJCCD dual credit program’s achievement of enrollment in postsecondary education goal is fully supported by outreach efforts to inform students and parents of the benefits and costs of dual credit are a major part of this goal, as included in the SJCCD Strategic Plan.</p> <p>Measures of Implementation include:</p> <ul style="list-style-type: none"> • Parent Night and Student Presentations • Website and associated College documents updated often to reflect policies, rules, and financial policies. • College staff presentations to ACADEMY School Boards, as requested. • Dual credit director and administrators meet with ACADEMY administrators about dual credit programming. • SJCCD dual credit office creates marketing posters and brochures to disseminate to the ACADEMYs and homeschools. • SJCCD dual credit office maintains a record of visits and activities.

<p>Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.</p> <p>Metric: Examples of items included in analysis:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school. • Time to degree completion. • Semester credit hours to degree. • Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student subpopulation. 	<p>Goal 2: The SJCCD dual credit program’s successful transition to and acceleration through postsecondary education goal is to increase dual credit AA, AS, AAS, or certificate completion as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Goals for both transfer and technical certificate and degree attainment assessed through internal databases, THECB data, and the National Student Clearinghouse data; all data are disaggregated based on race and ethnicity, gender, and age. • Time to degree completion tracked through internal data.
<p>Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.</p> <p>Metric: Examples of items included in analysis:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school. • Time to degree completion. • Decrease in excess number of semester hours beyond required hours to degree completion. • Analysis of measures in enrollment and degree completion, disaggregated by student sub-population. 	<p>Goal 3: The SJCCD dual credit program will develop an effective bridge between secondary and postsecondary education to increase the number of high school graduates who are college ready, according to the policies of THECB and statute, as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school is tracked through internal databases and THECB data; all data are disaggregated based on race and ethnicity, gender, and age, as well as specific ACADEMY. • Using transcripts and testing, the Dual credit office determines dual credit student college readiness, according to the methodologies set forth in statute and THECB policies. • SJCCD offers online test preparation through the PAA which is available to all dual credit students. • To decrease the excess hours to completion, the Dual credit office creates a program completion plan for each student and maintains these in Degreeworks; dual credit students are tracked according to standard College processes. • SJCCD provides student support services for all dual credit students, as do the ACADEMYS.

<p>Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.</p> <p>Metric:</p>	<p>Goal 4: The SJCCD goal for dual credit students' performance in college-level coursework is to increase academic and career and technical education course completion, as included in the SJCCD Strategic Plan.</p>
<ul style="list-style-type: none"> • Analysis of performance in subsequent course work. 	<p>Metric:</p> <ul style="list-style-type: none"> • SJCCD analyzes enrollment, completion, and success data of dual credit students by ACADEMY. SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery. • SJCCD Institutional Research Office creates an ACADEMY portfolio for each ACADEMY with pertinent student data, including retention, course A-C success, and completion of certificates and/or degrees; all data are disaggregated by race and ethnicity, gender, and age.

Appendix B

Appendix B is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the Lutheran South Academy. Prior to the commencement of the classes, the College and the Academy will develop a final course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed.

APPENDIX B

LSA COURSE	SJC COURSE	CREDIT HOURS
US History A DC	HIST 1301	3
US History B DC	HIST 1302	3
Humanities DC (or Philosophy DC)	HUMA 1301 (or PHIL 1301)	3
Psychology DC (or Sociology DC)	PSYC 2301 (or SOCI 1301)	3
English 4 A DC	ENGL 1301	3
English 4B DC	ENGL 1302	3
US Government	GOVT 2305	3
Economics	ECON 2301	3

Maximum SJC Dual Credit Hours Available: 24

Appendix C

School Academy Title IX Investigator/Coordinator

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

District Name:

High School Name:

Liaison’s Name:

Position Title:

Contact Phone Number:

Email:

Action Item “XIX”
Regular Board Meeting May 6, 2024
Consideration of Approval of Memorandum of Understanding with
Goose Creek CISD for Dual Credit

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a Memorandum of Understanding (MOU) between San Jacinto Community College District (SJCCD) and Goose Creek Consolidated Independent School District (GC CISD) for dual credit.

BACKGROUND

Goose Creek CISD approached SJC to establish a dual credit program for students from their local high schools. The dual credit program will offer an opportunity for students to earn college credit by taking academic courses.

All provisions in the MOU follow the rules for Dual Credit Partnerships between Secondary Schools and Texas Public Colleges as outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D. The MOU will further the College’s dual credit program goals, which align with the goals of the Texas Higher Education Coordinating Board, to be included or referenced in the MOU.

IMPACT OF THIS ACTION

Approval of this MOU will allow the College and Goose Creek CISD to begin their dual credit partnership.

BUDGET INFORMATION

All elements related to operation of the Dual Credit programs are contained within the 2023-2024 budget.

MONITORING AND REPORTING TIMELINE

The agreement shall become effective upon the date of execution and will continue through August 31, 2025.

ATTACHMENTS

Attachment 1 - Draft MOU

RESOURCE PERSONNEL

Brenda Hellyer	281-998-6100	brenda.hellyer@sjcd.edu
Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu



This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **Goose Creek Consolidated Independent School District**, a public school district established by law and political subdivision of the State of Texas ("GCCISD" or "District") as of the effective date of **May 10, 2024** ("Effective Date"). Individually, SJCCD or GCCISD shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

I. TERM

This Agreement shall commence on the Effective Date and expire on **August 31, 2025** ("Expiration Date") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date.

II. WEBSITE

Both Parties agree to post a copy of this Agreement on their respective internet websites under Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 for dual credit partnerships between public school districts and Texas public institutions of higher education.

III. OVERVIEW

The College is committed to serving the students and communities of the greater Houston area through collaborative work with school districts in the College's service area. A major initiative promoting a college-going and college-graduation culture is the partnership between GCCISD and San Jacinto Community College District to establish a dual credit program. This dual credit program complies with Applicable Law (as hereinafter defined), including, without limitation, the laws and regulations set forth by the State of Texas for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students. The term 'partnership' as used in this Agreement refers to the dual credit partnerships as described in 19 Texas Administrative Code, Chapter 4, Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college-level

credit. The Parties agree to enter into this Agreement to set forth the roles and respective obligations of the Parties for the establishment of a dual credit program with courses offered on the Maritime campus of SJCCD.

IV. NON-DISCRIMINATION

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

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

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

For more information on the District non-discrimination policy see, Board Policy [Title IX Policy](#) and [GCCISD Employee Handbook](#).

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

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

V. APPLICABLE LAW

Both Parties agree to perform their respective obligations and operate the Dual Credit program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; United States Department of Education requirements; the Texas Education Code, including, without limitation, Sections 28.009, 29.081, 29.908, 130.008, and other provisions governing early college high school programs and dual credit programs,

high school and college course requirements and credit, grading, graduation requirements, and credentialing; Chapter 22 (Subchapter B as its relates to immunity and Subchapter C as related to criminal history background checks for services provided on a school district campus); Chapter 39 (accountability); the Texas Government Code, to the extent it applies to the subject matter of this Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 ("Prompt Pay Act"); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations to the extent applicable to the delivery of services under this Agreement; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, "Applicable Law").

VI. PURPOSE

In Spring 2024, the ISD approached SJCCD to establish a dual credit partnership. The Parties agree to enter into this Agreement to set forth the roles and respective obligations of the Parties for the establishment and operation of the Program for eligible students, which will allow the students to earn college credit while simultaneously earning credit toward their high school graduation requirements. This Agreement encompasses all programs and initiatives under the dual credit programs as required by Applicable Law.

VII. ELIGIBLE COURSES

- a) Any courses offered for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the THECB and listed in SJCCD's Core Curriculum, or as college-level workforce education courses in the current edition of Workforce Education Course Manual (WECM) adopted by the THECB, or a foreign language course.
- b) Courses offered for dual credit by SJCCD to the ISD will be in the following programs: Maritime Certificate of Technology
- c) Prior to the commencement of the classes, the College and the District will develop a course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed. The final course equivalency crosswalk ("Crosswalk") will be attached to this Agreement as Appendix B and incorporated herein.
- d) Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.
- e) Specific course offerings for the Program will be determined collaboratively between SJCCD and the District.

- f) A corresponding PEIMS high school course code as identified in the current PEIMS Data Standards manual adopted by the State Board of Education shall be provided by the District indicating the high school course(s) for which high school credit shall also be awarded.
- g) Developmental and remedial courses are not offered for dual credit.
- h) The College and the District agree that SJCCD policies and practices regulating dual credit courses will be followed.

VIII. STUDENT ELIGIBILITY REQUIREMENTS

- a) To be eligible for dual credit enrollment at SJCCD, the high school student must:
 1. Meet all requirements for standard admission to the College as outlined in the College's current College Catalog, as well as other requirements that may be imposed by the District.
 2. Must meet dual credit admissions and eligibility requirements as required by Applicable Law including, without limitation, the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB.
 3. Must successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
- b) The District shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code and other Applicable Law.
- c) Students taking the TSIA at San Jacinto College will not be charged for their first attempt on any section of the Texas Success Initiative Assessment (TSIA). Students will be charged for any additional testing attempts at the current SJCCD Board-approved cost. The current cost is \$15.00 per section or \$30.00 for the entire assessment. The ISD or student will cover the cost of any additional attempts.
- d) The District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success.

IX. LOCATION OF CLASSES

The location of the dual credit Program courses will be held at the College's campus, high school campus, or an approved instructional site per SACSCOC standards. The College will comply with Applicable Law for offering courses at a distance. In addition, college courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically. The College shall be responsible for the maintenance and operations at the SJCCD campus(es). For college classes taught at or on ISD facilities, the ISD shall be responsible for maintenance and operation at those facilities. Students must comply with all SJCCD policies, rules, and regulations relating to conduct while on College property.

X. TRANSPORTATION

SJCCD will not provide student transportation. Students are responsible for their own transportation. Students are required to attend classes at the College on days that constitute holidays or days off for the District when the College is open and operating classes. Students are required to ensure arrival at the College's campus early enough to be on time for class.

If required and deemed necessary, the District will provide students with appropriate transportation under State law and District rules and procedures. If the District sponsors student transportation, the District agrees to schedule appropriate transportation to ensure arrival at the College’s campus early enough to allow students to be on time for class.

XI. STUDENT COMPOSITION OF CLASS

Dual credit students attending classes on an SJCCD campus will be in classes with students from the general College population.

XII. FACULTY SELECTION, SUPERVISION, COMPENSATION, AND EVALUATION

- a) The College shall select, hire, supervise, and evaluate all instructors of dual credit courses offered by the College, according to College and departmental policies and procedures. These instructors must meet the minimum requirements specified by the SACSCOC and Applicable Law and are subject to approval procedures used by the College to select faculty.
- b) Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the Dual Credit Director and the College’s Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.
- c) The School District will designate a specific School District official that is certified as a Title IX Investigator to serve as the authorized liaison for San Jacinto College Office of Human Resources. The District official and the College’s representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.
- d) The College shall be responsible for the payment of the salary, benefits, and employment taxes of its employees performing services for or at the high school.
- e) Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the ISD and the SJCCD Liaison when appropriate.

XIII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

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

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

- d) The College shall ensure that college courses taught for dual credit at any site for general college credit are substantially equivalent with respect to the contact hour requirements, curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be reasonably upheld regardless of the student composition of the class.
- e) The primary responsibility for assigning College grades in a course belongs to the SJCCD faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and District officials will not interfere with the faculty member's responsibility for assigning grades in the college-level course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.
- f) Final grades shall be submitted by the College to the District's high school in which the student is enrolled at the end of the semester through the secure online dual credit dashboard. The final course grade recorded for the College will be a letter grade. The ISD is responsible for determining the numerical grade equivalent for their students.
- g) Students or the District will be responsible for their own textbooks, equipment, and supplemental materials required for classes. The College will make every effort to use free or low-cost open educational resources in Program courses. To assist with their success, required textbooks and materials must be available to each registered student on the first day of class. Exceptions must be discussed with the Dual Credit Director and the SJCCD instructional Department Chair and agreed upon by the Parties prior to the first day of class.

XIV. ATTENDANCE / CALENDAR

- a) Dual Credit classes will align with the College Academic Calendar including SJCCD student holidays. Dual Credit students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the District when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the District. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.
- b) College courses and exams should take reasonable priority over District activities. Dual Credit students are responsible for notifying their college instructor if they are missing any classes and must follow course policies on the syllabus concerning attendance.
- c) No changes will be made to the SJCCD scheduled course start and end times established for the semester. SJCCD class times must meet established State requirements for instructional minutes.

SJCCD faculty members are not authorized to change the start and end times of their classes to meet the scheduling needs of the District.

- d) Students must report regularly and promptly to courses to ensure success. Failure to comply with this College policy may result in receiving a grade of an "FX" which translates to an F for excessive absences. Students are expected to actively participate in class and complete all assigned readings/assignments. Failure to participate may be considered an absence. Students are required to ensure arrival at the College's campus early enough to be on time for class.
- e) The Parties shall comply with Applicable Law in crediting attendance in the Program courses.
- f) All high school students are required to participate in required state, national and federal assessments administered by the ISD. SJCCD agrees to make reasonable accommodations in course scheduling and attendance so that students are not penalized in their college credit courses for their participation in the required state, national and federal assessments. The District shall notify SJCCD promptly of the testing and assessment schedule prior to the start of the affected term.

XV. WITHDRAWAL FROM COLLEGE COURSES

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

XVI. TRANSCRIPTION OF CREDIT

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

XVII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS

- a) The College and the District agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and District for students in the dual credit Program without the consent of either the parents or the student.
- b) Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.
- c) Both Parties agree that they shall not permit any unauthorized disclosure of confidential student information in contravention of FERPA. Both Parties agree not to share information with third parties unless authorized to do so by Applicable Law. While in possession of protected student data, the College and the District shall permit only authorized employees as permitted under

FERPA to have access to the data. Both Parties agree to store the data in a secure area and to prevent unauthorized access.

- d) To ensure the continued confidentiality and security of the data protected by FERPA, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access.
- e) If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the District, including records that the College has disclosed.
- f) The College and the District agree to comply with all FERPA requirements to maintain the privacy of student data. Information on FERPA at the College can be found on the SJCCD website at <https://www.sanjac.edu/student-services/student-concerns/ferpa>.
- g) Data regarding student designation or participation in free and reduced lunch programs at the District will be collected and shared as deemed appropriate and as required for the implementation of the Financial Aid for Swift Transfer (FAST) program including the student's Public Education Information Management System (PEIMS) Identifier and Texas Student Data System (TSDS) ID.

XVIII. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

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

post-secondary pathways, credentials at the institution, and industry certifications, which can be found on the College's Dual Credit website. An individual pathway for each dual credit student enrolled in the Program will be developed and accessible to the student in Degreeworks.

- f) Tools to assist counselors, students, and families in selecting endorsements offered by Goose Creek Consolidated ISD and choosing Dual Credit courses have been developed by TEA, THECB, and Texas Workforce Commission. Links to these tools are located on the Goose Creek Consolidated ISD website and the SJCCD Dual Credit web page.
- g) The College and the District shall comply with Applicable Law with respect to a student's disabilities and need for accommodations. Students needing accommodations for SJCCD courses must meet with the Accessibility Services office. If the class is taught at SJCCD, the College will be responsible for providing the classroom accommodation and the SJCCD Accessibility Counselor will coordinate class accommodations with the District's high school counselor responsible for determining accommodations. If the class is taught by a member of the District faculty or at the District high school, the District's high school will be responsible for providing the classroom accommodations.
- h) The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic year upon request by the District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the Program on the College's dual credit website.

XIX. STUDENT CONDUCT

- a) Students enrolled in the dual credit program at SJCCD are required to adhere to both the District and SJCCD policies, procedures, and regulations regarding facilities and equipment usage, and both SJCCD and the District's code of student conduct while at SJCCD facilities. The failure of any student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the College and the District, including suspension and dismissal from the Program. All disciplinary action, including suspension and dismissal from the Program shall be in conformity with the codes of conduct of the parties. In the event of a conflict between the policies of the District and SJCCD, the Parties will collaborate to resolve any conflict. Any escalating student behavioral concerns or threats made by dual credit students against ISD or SJCCD properties must be reported to or shared with the Office of Student Rights and Responsibilities or the Dual Credit office in a timely manner so that the College is aware of potential risks and concerns involving SJCCD property and personnel.
- b) Grievance or Complaint procedures for handling student complaints regarding college courses are applicable to all students including those enrolled in dual credit courses. Dual credit students with general complaints, discrimination or harassment complaints, or complaints alleging sexual harassment, sexual assault, dating violence, domestic violence or stalking shall follow the complaint procedures as stated in the College's Code of Student Conduct at <https://publications.sanjac.edu/student-handbook/complaint-procedures/>.
A student may report a grievance or complaint at the following link:
https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0.

XX. ACCIDENTS/EMERGENCIES

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

XXI. CONCEALED HANDGUN NOTICE

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

XXII. FUNDING

- a) State funding for dual credit courses is available to both the ISD and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) SJCCD has adopted the Financial Aid for Swift Transfer (FAST) program as recently established under House Bill 8 during the regular 2023 Texas legislative session and as implemented by the Texas Higher Education Coordinating Board. The ISD agrees to participate in the FAST program.
- c) Participation in the FAST program includes that FAST-eligible dual credit students may not pay for any component of their educational costs as defined by the [FAST program funding policy](#).
- d) Students are eligible to participate in the FAST program after qualifying for the Free and Reduced Lunch program as outlined by the USDA Food and Nutrition Service at any time during the previous four years, and when qualified may not pay any portion of tuition, fees, course materials or other charges.
- e) Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. As of Fall 2023, the current waiver is 75% of tuition and fees for in-district and out-of-district students, and 75% of tuition and fees for out-of-state students. The College will apply the FAST discount for the remaining percent of tuition for

all students who qualify for FAST. The remaining percent of the tuition for non-FAST students will be paid by the ISD or the students, or any combination thereof. Any fees shall be paid by either the ISD or the students but may not be paid by a FAST-eligible student.

- f) The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary or advisable during the year and will provide written notice to the District prior to any adjustments to tuition and fees being made. Upon receipt of this notice, the District shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.
- g) The costs for textbooks and/or materials for dual credit courses shall be the responsibility of the District or the student, not SJCCD. The District will incur all charges associated with books, supplies, and course materials for FAST students as defined in the FAST program funding policy. The ISD or the students will cover the expense of all learning materials and other charges for students enrolled in SJCCD courses offered for dual credit who do not qualify for FAST. The required supplies will be available to students before the first day of class and should be purchased before classes starting to help facilitate student success .
- h) The District, not SJCCD, will be responsible for costs associated with students re-taking a class including students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan.
- i) If the District will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for District students enrolled in the Maritime program including dual credit student tuition, fees, and books/materials as set forth in this agreement. The District will provide a primary and secondary point of contact with appropriate contact information. SJCCD will process and remit the invoice after the official day of record for the specified term via email to the designated primary and secondary contact and any other personnel or departments desired by the District. Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within 45 days of the billing date:

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

SJCCD Invoicing Contact:

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

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

Goose Creek Consolidated
Independent School District Attn:
Accts. Receivable
4544 I-10 East Baytown, TX 77521

GCCISD Invoicing Contact:

Primary: Cindy Willingham cindy.willingham@gccisd.net

XXIII. PROGRAM GOALS

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

XXIV. LIABILITY; INSURANCE

- a) To the extent permitted by Applicable Law, the District does hereby agree to release SJCCD and its trustees, employees, agents, officers, and representatives (collectively "College Parties") from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the District or any of its trustees, employees, agents, officers and representatives (collectively "District Parties"). To the extent permitted by Applicable Law, the College does hereby agree to release the District Parties from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the College or any of the College Parties.
- b) Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on SJCCD property and participation in the Program under this Agreement. Each Party shall cause its insurance policy to contain a waiver of subrogation against the other Party. Each Party shall carry other insurance as that Party deems advisable to protect against claims or liabilities that may result from participation in the Program under this Agreement.

XXV. TERMINATION OF AGREEMENT

- a) Termination for Convenience. This Agreement may be terminated by either Party, with or without cause, upon 30 days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any Goose Creek Consolidated Independent ISD students taking SJCCD college courses for dual credit at the time this Agreement is effectively terminated will be allowed to complete those courses notwithstanding the termination of this Agreement.
- b) Termination for Cause. In the event that either Party defaults in its obligations under this Agreement, the other Party may terminate the Agreement for cause and pursue any remedies under law or in equity. Notwithstanding the foregoing, except for Exigent Circumstances, the defaulting Party shall have thirty (30) days from notice of default in which to cure the default before the Party alleging the default terminates and pursues its remedies. For purposes of this Agreement, the term "Exigent Circumstances" shall mean (collectively and individually) any act, omission, failure, or breach that in the reasonable discretion of the Party alleging the breach or default may (I) pose a threat to the safety or well-being of persons; (II) pose an imminent danger to the premises of the other Party; (III) constitute a violation of Applicable Law; and/or (IV) result in the imposition of fines or penalties, for the other Party.
- c) Fiscal Funding Out. Notwithstanding anything in this Agreement regarding either Party allocating funds to undertake its responsibilities under this Agreement or to make payments under this Agreement, such obligations constitute a commitment of revenues for the current fiscal year only and does not create an impermissible debt. In the event that either the District's Board of Trustees or the College's Board of Trustees fails to obtain and appropriate funds for any fiscal year during the Term, despite its best efforts, then an event of non-appropriation ("Non-

Appropriation") shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) the Party will provide immediate notice of such Non-Appropriation to the other Party and provide written notice of such failure by its governing body at least 45 days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; and (ii) this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to either Party except for any amounts owed during the period prior to the next fiscal year for which funds were not allocated.

XXVI. GENERAL PROVISIONS

- a) No Personal Liability; No Third-Party Liability; No Waiver. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of SJCCD or Goose Creek Consolidated ISD, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of SJCCD or Goose Creek Consolidated ISD. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.
- b) Integrated Agreement; Modification. This Agreement, including any and all appendices and exhibits, contains the entire agreement between the Parties with respect to the dual credit Program and the subject matter herein and cannot be amended or modified except by written agreement signed by the Party against whom enforcement of the amendment or modification is sought.
- c) Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Premises are located, without regard to its choice of law or conflicts of law provisions. Exclusive venue for any proceeding or action with respect to this Agreement shall lie in a court of competent jurisdiction in the Harris County, Texas.
- d) Severability. The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- e) Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties consent to electronic signatures affixed to documents as though they had been physically signed. Additionally, the Parties consent to the electronic transmission of documents and communication, including any notices required under this Agreement.
- f) Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and the District may teach college courses as adjunct professors of SJCCD, or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.

Executed as of the Effective Date:

Memorandum of Understanding
Goose Creek CISD Dual Credit
April 2024

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Brenda Hellyer, Chancellor

Date: _____

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Randal O'Brien Superintendent

Date: _____

Appendix A

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

Program Goals

STATE DUAL CREDIT GOALS	SJCCD DUAL CREDIT GOALS
<p>Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.</p> <p>Measures of Implementation: Examples of items to include in documentation:</p> <ul style="list-style-type: none"> • Collaboration between ISDs and IHE partner(s) to host informational sessions for students and parents on dual credit opportunities, benefits, and cost. • ISD and IHE dual credit webpages reflect the most current dual credit program information including enrollment and fee policies • Hosting dual credit 101 sessions for high school counselors. • Collaboration between ISDs and IHE partner(s) on a marketing campaign. • Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted. 	<p>Goal 1: The SJCCD dual credit program’s achievement of enrollment in postsecondary education goal is fully supported by outreach efforts to inform students and parents of the benefits and costs of dual credit are a major part of this goal, as included in the SJCCD Strategic Plan.</p> <p>Measures of Implementation include:</p> <ul style="list-style-type: none"> • Parent Night and Student Presentations • Website and associated College documents updated often to reflect policies, rules, and financial policies. • College staff presentations to ISD School Boards, as requested. • Dual credit director and administrators meet with ISD administrators about dual credit programming. • SJCCD dual credit office creates marketing posters and brochures to disseminate to the ISDs and homeschools. • SJCCD dual credit office maintains a record of visits and activities.

<p>Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.</p> <p>Metric: Examples of items included in analysis:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school. • Time to degree completion. • Semester credit hours to degree. • Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student subpopulation. 	<p>Goal 2: The SJCCD dual credit program’s successful transition to and acceleration through postsecondary education goal is to increase dual credit AA, AS, AAS, or certificate completion as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Goals for both transfer and technical certificate and degree attainment assessed through internal databases, THECB data, and the National Student Clearinghouse data; all data are disaggregated based on race and ethnicity, gender, and age. • Time to degree completion tracked through internal data.
	<ul style="list-style-type: none"> • Semester credit hours to degree tracked through internal data. • Analysis of measures in enrollment in persistence through postsecondary education, disaggregated by student subpopulations, tracked through internal data. • Dual credit office performs transcript audits to determine hours to degree and graduation options. • Dual credit office performs student advising with dual credit high school students per THECB rules.

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

Appendix B

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

Crosswalk of ISD Courses and SJCCD Courses

Appendix C

School District Title IX Investigator/Coordinator

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

The School District Liaison contact information is as follows:

School District Name:

High School Name:

Liaison’s Name:

Position Title:

Contact Phone Number:

Email:

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the offering of Dance Instructor Certificate of Technology

BACKGROUND

The College proposes a Certificate of Technology in Dance Instruction to provide students with the opportunity to earn a credential preparing them to work at entry-level positions at dance studios. The College’s goal is to support the growth of the dance studio industry by meeting workforce needs. The proposed program will be located at the South Campus; however, it may be offered College-wide based on community partner need.

The Level 1 Certificate of Technology in Dance Instruction (41 credits) will prepare graduates for teaching within the studio setting with the necessary knowledge and skills to teach a variety of styles of dance to a variety of ages and levels. Courses in choreography, dance production, business management, and internship round out the multidisciplinary program that will afford graduates with the necessary training to successfully perform in entry-level roles within the field of dance education.

The San Jacinto College Dance program currently offers an academic degree (Associate of Arts, AA in Fine Arts) which prepares students for their next steps in pursuing a four-year dance degree in a university setting. Students who are not interested in pursuing a four-year degree, who want to go directly into teaching dance, do not currently have a viable pathway to success.

The proposed Certificate of Technology is a technical award that will allow students to pursue a career teaching dance in as little as two years. The program is designed to prepare them for the workforce by offering a well-rounded, hands-on approach to dance education, culminated by an internship at a local studio.

The Greater Houston area is home to 150 dance studios. Studio owners were surveyed about their interest in partnering with the College, and 50 responded. The likelihood of our graduates being hired by one of these studios is high. Below are the results of our studio survey data collection. Of those who responded:

- 80% indicated they would be interested in offering an internship.
- 60% need to hire teachers specifically trained to teach students ages 2-10.
- 62% have between 300-500 students enrolled.
- 84% would hire a graduate of the program.

Respondents indicated that they were interested in instructors who had knowledge of techniques/training (82%), classroom management (34%), and injury prevention (16%). They are seeking studio dance teachers with the ability to teach children (57%), who have character (55%), who are dependable (41%) with administrative skills and credentials (14%).

IMPACT OF THIS ACTION

This action by the Board of Trustees would allow the administration to take the next steps in the implementation process which includes notifications to the Texas Higher Education Coordinating Board (THECB) and Higher Education Regional Council (HERC), curriculum proposal development, and submission of the proposal to THECB. The program does not constitute a substantive change as defined by local policy and by the Southern Association of Colleges and Schools Commission on Schools (SACSCOC).

Anticipated headcount in the first two years of the program is three to five new students each year, with the goal of increasing that to 10 students after the first five years. Students currently enrolled in the dance program have also expressed interest in adding this certificate to their credentials. The dance program has seen significant growth over the past several years, and based on that growth, a 10% increase in enrollment from year to year is a reasonable expectation.

BUDGET INFORMATION (including any staffing implications)

The budget for the Certificate of Technology for dance instruction will be part of the existing academic dance program budget. In the early years of the program, existing faculty will be able to teach the classes. As enrollment grows, additional funds for part-time instruction will be required. Additional funding for guest instructors and artists is an anticipated funding need that can be supplemented with Student Success Initiative grants and budget requests to the fine arts department for presentations that benefit all dance students. After five years, enrollment may warrant hiring a third full-time dance instructor.

MONITORING AND REPORTING TIMELINE

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

ATTACHMENTS

None.

RESOURCE PERSONNEL

Laurel V. Williamson	281-998-6182	laurel.williamson@sjcd.edu
Chris Duke	281-998-6203	chris.duke@sjcd.edu
Aaron Knight	281-998-6150 x3204	aaron.knight@sjcd.edu
Kimberly DeLauro	281-922-3404	kimberly.delauro@sjcd.edu

**Action Item “XXI”
Regular Board Meeting May 6, 2024
Consideration of Approval of Naming of a Space within the
Center for Petrochemical, Energy and Technology**

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the naming of instructional space within the Center for Petrochemical, Energy and Technology at San Jacinto College Central Campus.

BACKGROUND

The College completed construction and opened the Center for Petrochemical, Energy and Technology (CPET) to students on August 26, 2019.

Numerous industry representatives supported the project with their time and work on committees. In addition, donations and gifts have been received from industry and industry-related partners.

Gifts with a value exceeding \$100,000 qualify the donor for a naming opportunity within the CPET facility. This is in accordance with the College’s existing Policy VI-S: Policy on Naming College Facilities and Academic and Support Entities and related procedure.

The College continues to solicit donations and recommends that the Board approve naming the Quality Computer Lab as the Kaneka Quality Computer Lab. Donations for funding of the space will amount to \$100,000.

IMPACT OF THIS ACTION

The naming rights continue to allow the College and the Foundation to secure donations to benefit the CPET. With positive action on this recommendation, the Board of Trustees will approve the following donor(s) and named spaces:

DONOR	NAMED SPACE
Kaneka North America	Kaneka Quality Computer Lab

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The donation total of \$100,000.00 is an irrevocable pledge that will be paid to the San Jacinto College Foundation over a period of five (5) years. Payments in support of this pledge will begin immediately upon the execution of this Agreement with an initial payment of \$ 20,000 on or before May 30, 2024, and will continue annually thereafter through May 30, 2028.

MONITORING AND REPORTING TIMELINE

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

**Action Item “XXI”
Regular Board Meeting May 6, 2024
Consideration of Approval of Naming of a Space within the
Center for Petrochemical, Energy and Technology**

ATTACHMENTS

None

RESOURCE PERSONNEL

Brenda Hellyer	281-998-6100	brenda.hellyer@sjcd.edu
Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Robert Cage	281-998-6268	robert.cage@sjcd.edu

Action Item “XXII”
Regular Board Meeting May 6, 2024
Consideration of Approval of Policy II.2002.A, Shared Governance - First Reading
(Informational Item)

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees revisions to Policy II.2002.A, Shared Governance. The Board of Trustees will not vote on this item but is creating awareness that the policy is temporarily effective under the authority granted to the Chancellor by the Board under Policy II.2000.A, and input is in the process of being gathered from the College community.

BACKGROUND

Shared governance is the process and forum through which faculty, staff, administrators, and students engage, contribute, and influence decisions regarding policy, procedures, and institutional practices at San Jacinto College.

Proposed changes are being recommended to adhere to requirements under [Section 51.3525 of the Texas Education Code](#) (Senate Bill 17). Also, additional edits are needed to update the policy and procedure to reflect a minor change in the shared governance structure. Task forces will no longer be added to the shared governance structure chart as they are temporary and are formed to address specific issues and opportunities. Task forces will continue to be formed as needed on a short-term basis.

IMPACT OF THIS ACTION

This policy will be sent to the College community on May 6, 2024, and any comments will be reviewed and addressed prior to the second reading of the policy by the Board which is anticipated on June 3, 2024. Procedures are provided for informational purposes and will not be voted on.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

No budgetary impact.

MONITORING AND REPORTING TIMELINE

This policy is effective as of May 7, 2024, under the Chancellor’s authority granted by the Board under Policy II.2000.A, Policy and Procedure Development, Review, Revision, and Rescission. The Board will be notified of any changes that require its action. The Board will be notified of any changes that require its action.

ATTACHMENTS

- Attachment 1 – Summary of Changes
- Attachment 2 – Policy II.2002.A, Shared Governance (current policy)
- Attachment 3 – Policy II.2002.A, Shared Governance (proposed)

Informational Items:

Action Item “XXII”
Regular Board Meeting May 6, 2024
Consideration of Approval of Policy II.2002.A, Shared Governance - First Reading
(Informational Item)

Attachment 4 – Procedure II.2002.A.a, Shared Governance (current procedure)

Attachment 5 – Procedure II.2002.A.a, Shared Governance (proposed – track changes)

RESOURCE PERSONNEL

Brenda Hellyer

281-998-6100

brenda.hellyer@sjcd.edu

Laurel Williamson

281-998-6182

laurel.williamson@sjcd.edu

Policies and Procedures Summary of Changes

New Policy Number: *N/A*

Proposed Policy Name: *N/A*

Current Policy Number/Name: **II.2002.A, Shared Governance**

New Procedure Number: *N/A*

Proposed Procedure Name(s): *N/A*

Current Procedure Number(s)/Name(s): **II.2002.A.a, Shared Governance**

Action Recommended for Policy: Revision

Action Recommended for Procedures: Revision

Web Links:

<https://www.sanjac.edu/about/policies-procedures/II-2002-A-Shared-Governance.pdf>

<https://www.sanjac.edu/about/policies-procedures/II-2002-A-a-Shared-Governance.pdf>

Primary Owner: Chancellor

Secondary Owner: Deputy Chancellor/President

Summary of Changes:

Policy Changes

- Proposed changes are being recommended to adhere to requirements under [Section 51.3525 of the Texas Education Code](#) (Senate Bill 17).
- Task forces will no longer be added to the shared governance structure chart as they are temporary. Task forces will continue to be formed as needed on a short-term basis.

Procedure Changes

- Proposed changes are being recommended to adhere to requirements under [Section 51.3525 of the Texas Education Code](#) (Senate Bill 17).
- Task forces will no longer be added to the shared governance structure chart as they are temporary. Task forces will continue to be formed as needed on a short-term basis.

Policy II.2002.A, Shared Governance

Purpose

Shared governance is the process and forum through which faculty, staff, administrators, and students engage, contribute, and influence decisions regarding policy, procedures, and institutional practices at San Jacinto College.

Policy

San Jacinto College operates on a philosophy of shared governance that informs its decisions, practices, and structure. Representation in the governance of the College is achieved through various employee and student organizations. Shared governance pertains to all organizational levels at the College. Group formation is sponsored or endorsed by the Strategic Leadership Team (SLT) with employee and student representation serving on councils, committees, teams, task forces, and work groups appropriate to knowledge, skill, and expertise. By engaging all employees and students in this manner, the College attains the vision, achieves the mission, and accomplishes the strategic goals and annual priorities.

Shared Governance practices also include planning and organizing based on the principles of diversity and inclusivity, equity, innovation, shared accountability, partnerships, and process ownership at the service level.

It is the College's practice and intent to follow a shared governance process; however, occasions may occur when the Board of Trustees and SLT must respond and make decisions quickly and in the best interest of the institution without shared governance involvement and contribution. In such cases, the Chancellor will provide timely communication to employees of the action taken on such matters. While participation in shared governance is important, the final responsibility for decision-making rests with the Board of Trustees and executive leaders of the institution.

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

Associated Procedure

Procedure II.2002.A.a, Shared Governance

Date of Board Approval	November 1, 2021
Effective Date	November 2, 2021
Primary Owner	Chancellor

Secondary Owner	Deputy Chancellor & President
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Policy II.2002.A, Shared Governance

Purpose

Shared governance is the process and forum through which faculty, staff, administrators, and students engage, contribute, and influence decisions regarding policy, procedures, and institutional practices at San Jacinto College.

Policy

San Jacinto College operates on a philosophy of shared governance that informs its decisions, practices, and structure. Representation in the governance of the College is achieved through various employee and student organizations. Shared governance pertains to all organizational levels at the College. Group formation is sponsored or endorsed by the Strategic Leadership Team (SLT) with employee and student representation serving on councils, committees, teams, ~~task forces, and work groups~~ and employee organizations with a broad representation of backgrounds, viewpoints, and experiences appropriate to knowledge, skill, and expertise. By engaging all employees and students in this manner, the College attains the vision, achieves the mission, and accomplishes the strategic goals and annual priorities.

Shared Governance practices also include planning and organizing based on ~~the~~ principles of ~~diversity and inclusivity, equity,~~ innovation, shared accountability, partnerships, and process ownership at the service level.

It is the College's practice and intent to follow a shared governance process; however, occasions may occur when the Board of Trustees and SLT must respond and make decisions quickly and in the best interest of the institution without shared governance involvement and contribution. In such cases, the Chancellor will provide timely communication to employees of the action taken on such matters. While participation in shared governance is important, the final responsibility for decision-making rests with the Board of Trustees and executive leaders of the institution.

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

Associated Procedure

Procedure II.2002.A.a, Shared Governance

Date of Board Approval	<u>November 1, 2021 This policy is effective as of May 7, 2024, under the Chancellor's authority granted by the Board under Policy II.2000.A, Policy and Procedure Development, Review, Revision, and Rescission. Permanent affirmation of the change will follow the standard policy review process at the next regularly scheduled meetings of the Board. (First reading on May 6, 2024, second reading anticipated June 3, 2024)</u>
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Attachment 3 - Proposed

Effective Date November 2, 2021 This policy is effective as of May 7, 2024, under the Chancellor's authority granted by the Board under Policy II.2000.A, Policy and Procedure Development, Review, Revision, and Rescission. Permanent affirmation of the change will follow the standard policy review process at the next regularly scheduled meetings of the Board. (First reading on May 6, 2024, second reading anticipated June 3, 2024)

Primary Owner Chancellor

Secondary Owner Deputy Chancellor & President

Procedure II.2002.A.a, Shared Governance

Associated Policy

Policy II.2002.A, Shared Governance

Procedure

Effective governance requires the active participation of faculty, staff, administrators, and students. San Jacinto College's philosophy of shared governance is substantiated in the vision, mission, and values of the College.

Shared governance promotes transparency on important issues affecting the College through collaboration, communication, and sharing of the various viewpoints to align and implement the strategic goals and annual priorities of the College. Collaboration and trust are integral to the partnerships created that support the overall academic quality of the institution and operational programs that are in the best interest of the College.

Instructional programs are the central focus of San Jacinto College operations. Faculty, faculty Department Chairs, and other leaders have important roles in the shared governance of the institution because they are directly involved in the teaching functions of the College that reinforce our commitment to student success.

The Shared Governance Structure for the College currently encompasses six categories. All active councils, committees, teams, employee organizations, and task forces will align under one of the following category types.

1. Academic and Technical
2. Student Support and Administrative
3. Employee Organizations
4. Values and Our People
5. Communication Forums
6. Workforce and Community

The Chancellor and other Strategic Leadership Team (SLT) members review input and recommendations from the various employee and student organizations and from campus and College-wide councils, committees, teams, task forces, and work groups. Additionally, under Policy II.2000A, *Policy and Procedure Development, Review, Revision, and Rescission*, changes to policies are submitted to the College community for feedback.

Date of SLT Approval	September 28, 2021
Effective Date	November 2, 2021
Associated Policy	Policy II.2002.A, Shared Governance

Primary Owner of
Policy Associated
with the Procedure

Chancellor

Secondary Owner of
Policy Associated
with the Procedure

Deputy Chancellor & President

Procedure II.2002.A.a, Shared Governance

Associated Policy

Policy II.2002.A, Shared Governance

Procedure

Effective governance requires the active participation of faculty, staff, administrators, and students. San Jacinto College's philosophy of shared governance is substantiated in the vision, mission, and values of the College.

Shared governance promotes transparency on important issues affecting the College through collaboration, communication, and sharing of the various viewpoints to align and implement the strategic goals and annual priorities of the College. Collaboration and trust are integral to the partnerships created that support the overall academic quality of the institution and operational programs that are in the best interest of the College.

Instructional programs are the central focus of San Jacinto College operations. Faculty, faculty Department Chairs, and other leaders have important roles in the shared governance of the institution because they are directly involved in the teaching functions of the College that reinforce our commitment to student success.

The Shared Governance Structure for the College currently encompasses six categories. All active councils, committees, teams, and employee organizations, and task forces will align under one of the following category types. Task forces will continue to be formed on a short-term basis.

1. Academic and Technical
2. Student Support and Administrative
3. Employee Organizations
4. Values and Our People
5. Communication Forums
6. Workforce and Community

The Chancellor and other Strategic Leadership Team (SLT) members review input and recommendations from the various employee and student organizations and from campus and College-wide councils, committees, teams, task forces, and work groups. Additionally, under Policy II.2000A, *Policy and Procedure Development, Review, Revision, and Rescission*, changes to policies are submitted to the College community for feedback.

Date of SLT Approval	April 17, 2024
Effective Date	May 7, 2024

Attachment 5 - Proposed

Associated Policy	Policy II.2002.A, Shared Governance
Primary Owner of Policy Associated with the Procedure	Chancellor
Secondary Owner of Policy Associated with the Procedure	Deputy Chancellor & President

**SAN JACINTO COMMUNITY COLLEGE DISTRICT
PURCHASE RECAP
May 6, 2024**

PURCHASE REQUESTS AND CONTRACT RENEWALS	
<i>Purchase Requests</i>	<i>Amounts</i>
Purchase Request #1	
Consideration of Approval to Contract for a Maritime Simulator System Support Program	\$ 310,000
Purchase Request #2	
Consideration of Approval to Purchase Training Equipment and Supplies	250,000
Purchase Request #3	
Consideration of Approval to Purchase Business Strategy Consulting Services	240,000
Purchase Request #4	
Consideration of Approval to Contract for Strategic Enrollment Consulting Services	146,000
Purchase Request #5	
Consideration of Approval to Purchase Laser Cutting Equipment	140,000
Purchase Request #6	
Consideration of Approval of Additional Funds for Central Campus C.12 Slocomb Auditorium HVAC Replacement	42,700
Purchase Request #7	
Consideration of Approval of an Interlocal Agreement with Lamar Institute of Technology	1,100,000
TOTAL OF PURCHASE REQUESTS	<u>\$ 2,228,700</u>

Purchase Request #1
Regular Board Meeting May 6, 2024
Consideration of Approval to Contract for a Maritime Simulator
System Support program

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the contract with Kongsberg Digital Simulation Inc. (Kongsberg) for their customer support solution, Long Term System Support Program (LTSSP), to serve the maritime department.

BACKGROUND

The College purchased the Kongsberg engine room simulator in 2016 for the maritime training facility. Contracting with Kongsberg for LTSSP will ensure the continued functionality, reliability, and relevance of the existing engine room simulator, thereby maintaining high-quality education and training in maritime simulation. The LTSSP provides comprehensive technical support, regular software updates and upgrades, and ongoing maintenance services for the simulator system.

Kongsberg is a sole source provider of hydrodynamic modeling software for use with the Kongsberg engine room simulator and is exempt from the competitive bidding per Texas Education Code §44.031(j). Sole source #1618 has been assigned.

IMPACT OF THIS ACTION

The purchase of this LTSSP will improve the simulation program by giving access to Kongsberg's technical support team. This will ensure prompt assistance during training sessions and immediately address any technical challenges. Regular software updates and upgrades will keep the training current with industry standards. Ongoing maintenance and support services will minimize unexpected downtime or system failures. The LTSSP will reduce the likelihood of major repairs or system replacements due to neglect or outdated software.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated five-year total expenditure of \$310,000 and will be funded from the maritime department's 2023-2024 operating budget and subsequent year budgets.

MONITORING AND REPORTING TIMELINE

The five-year contract will start on or after May 7, 2024.

ATTACHMENTS

None

RESOURCE PERSONNEL

John Stauffer	281-998-6392	john.stauffer@sjcd.edu
Bryan Elliott	281-974-2200	bryan.elliott@sjcd.edu
Melissa Fuqua	281-998-6378	melissa.fuqua@sjcd.edu

Purchase Request #2
Regular Board Meeting May 6, 2024

Consideration of Approval to Purchase Training Equipment and Supplies

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the purchase of technical training simulators and supplies from Technical Laboratory Systems, Inc. for the engineering technology department.

BACKGROUND

The engineering technology department requires hands-on and industrial-grade equipment to expand program capabilities. The College has allocated Carl D. Perkins grant funds for the purchase of several learning system (LS) simulators, including a portable AC/DC electrical LS, a precision gauging LS, a materials engineering LS, and a structural engineering LS. General electrical components and an e-learning library subscription are also required for various programs with the engineering technology department, which will allow for program expansion.

Technical Laboratory Systems, Inc. has a contract through the Choice Partners cooperative contracts program, contract #21/031KN-60, and a contract through the TIPS cooperative contracts program, contract #210101, for the purchase of technology products and services. These contracts comply with the competitive procurement requirements per Texas Education Code §44.031(a)(4) and is permitted through Texas Government Code §791.001(g).

IMPACT OF THIS ACTION

The equipment and learning services will transform training from a component level to a system level, demonstrating how individual components are interrelated and interact with other industrial systems. This will also enhance system level troubleshooting training.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The expenditure for this request is \$250,000 and will be funded from the Perkins grant funds and engineering technology department's 2023-2024 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Kevin Morris	281-922-3479	kevin.morris@sjcd.edu
Kimberly Adams	281-991-2614	kimberly.adams@sjcd.edu

Purchase Request #3
Regular Board Meeting May 6, 2024

Consideration of Approval to Purchase Business Strategy Consulting Services

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the purchase of business strategy consulting services from International Business Machines (IBM) for the enterprise development department and Title V-IPAS grant.

BACKGROUND

The College has collaborated with IBM for three previous engagements. Those engagements allowed the College to provide a bilingual option for students and visitors to communicate with *Ask Jac* in Spanish, provide an option to transfer to a live agent in admissions or financial aid, allow for students to be authenticated once transferred to a live agent for more personalized assistance, and assistance with migrating *Ask Jac* to the new website. This next phase will focus on architectural recommendations to capture raw information of non-formatted chat logs and extract our data in a visual format.

IBM has a contract through the Texas Department of Information Resources (DIR) cooperative contracts program to provide IT services, contract #DIR TSO 3996, which complies with the competitive procurement requirements per Texas Education Code §44.031(a)(4) and is permitted through Texas Government Code §791.001(g).

IMPACT OF THIS ACTION

Approval of this request will allow the College to capture how and why students and/or visitors are engaging with *Ask Jac*. To continue to refine the tool, it is imperative to identify key metrics that include usage trends, common topics and most frequently asked questions (FAQ), chat transfers, and satisfaction of responses. This tool allows prospective and current students to access FAQ information 24/7 in a secure manner, and more personalized assistance when needed.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$240,000 and will be funded from the Title V Grant and IT department's 2023-2024 operating budget and subsequent year budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Jessica Tello	281-998-6150 x1117	jessica.tello@sjcd.edu
Karen Allen	281-998-6106	karen.allen@sjcd.edu

Purchase Request #4
Regular Board Meeting May 6, 2024

Consideration of Approval to Contract for Strategic Enrollment Consulting Services

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a contract with Ruffalo Noel Levitz for strategic enrollment consulting services for the enrollment services department.

BACKGROUND

The enrollment services department at the College has always been at the forefront of adopting innovative strategies to enhance student recruitment, retention, and success rates. Recognizing the dynamic changes in higher education, especially in the context of enrollment management, the department initiated the solicitation process to procure a vendor who could provide strategic enrollment consulting services. One of the main objectives of these services is to develop and implement a comprehensive Strategic Enrollment Management (SEM) plan that aligns with the College's mission, goals, and the diverse needs of our student population.

Request for proposals #24-22 was issued on March 4, 2024, to procure strategic enrollment consulting services, which complies with the competitive procurement requirements per Texas Education Code §44.031(a). Thirteen responses were received and evaluated by a team comprised of representatives from enrollment services, marketing and public relations, dual-credit, business and technology, and outreach and recruitment departments who determined the proposal submitted by Ruffalo Noel Levitz will provide the best value to the College.

IMPACT OF THIS ACTION

The acquisition of strategic enrollment consulting services from Ruffalo Noel Levitz represents a pivotal investment in the future of the College and its students. This partnership will enable the College to craft and execute a data-driven, comprehensive SEM plan tailored to our unique institutional goals and the evolving landscape of higher education. Specifically, the services will focus on optimizing our enrollment processes, enhancing student engagement and success, and ultimately ensuring sustainable institutional growth. The impact of purchasing these services will be multifaceted; it will not only bolster our enrollment figures but also improve student retention and graduation rates, thereby enhancing the overall student experience and the reputation of the College. Conversely, not purchasing this service could leave our institution at a competitive disadvantage, struggling to adapt to changing demographics and market demands, which could result in stagnated growth and potentially declining enrollment and retention rates. Engaging with Ruffalo Noel Levitz will equip the College with the strategies and tools necessary to navigate these challenges successfully and secure a prosperous future for our College and our students.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated project expenditure is \$146,000 and will be funded from the enrollment services department's 2023-2024 operating budget and subsequent year budgets.

Consideration of Approval to Contract for Strategic Enrollment Consulting Services

MONITORING AND REPORTING TIMELINE

The project is estimated to begin in July 2024, with a projected completion date in April 2025. This strategic enrollment consulting services project will be comprised of four phases denoted by a detailed timeline.

ATTACHMENTS

Attachment 1 - Tabulation

RESOURCE PERSONNEL

Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu
Jose Valentine	281-998-6150 ext. 1068	jose.valentine@sjcd.edu
Farrah Khalil	281-998-6326	farrah.khalil@sjcd.edu

RFP #24-22
Strategic Enrollment Consulting Services
Attachment 1 – Tabulation

QUALIFICATIONS

#	Vendors	1: Firm Experience	2: Personnel Experience	3: Project Understanding	4: References	5: Exceptions to Terms	Qualification Score
	<i>Total Points</i>	<i>15</i>	<i>15</i>	<i>25</i>	<i>10</i>	<i>5</i>	<i>70</i>
1	Ruffalo Noel Levitz	12.96	12.15	21.30	8.52	4.40	59.33
2	Interact Communications Inc	10.92	10.53	21.00	9.00	4.80	56.25
3	Evolve Market Research	10.83	12.30	18.00	5.70	4.60	51.43
4	Kennedy & Company	11.16	11.25	20.50	7.80	5.00	55.71
5	MGT Consulting LLC	12.60	14.16	21.05	5.40	5.00	58.21
6	Cicero Higher Education	11.28	12.30	19.30	7.00	5.00	54.88
7	SEM Works	12.90	12.00	19.70	3.00	4.60	52.20
8	Vision Point Marketing	12.15	12.45	18.80	7.20	5.00	55.60
9	Lodestone Innovation	9.53	9.46	16.70	7.40	5.00	48.09
10	Gensler	10.95	13.20	20.70	7.06	4.00	55.91
11	Huron Consulting Group	12.27	11.91	19.50	4.92	2.60	51.20
12	Ferrilli	9.51	10.68	15.65	5.92	4.80	46.56
13	Locale Agency	7.50	7.80	14.50	0.40	5.00	35.20

#	Vendors	Qualification Score	Price Score	Final Score	Price Value
	<i>Total Points</i>	<i>70</i>	<i>30</i>	<i>100</i>	
1	Ruffalo Noel Levitz	59.33	17.07	76.40	\$145,960.00
2	Interact Communications Inc	56.25	17.23	73.48	\$142,600.00
3	Evolve Market Research	51.43	21.60	73.03	\$97,500.00
4	Kennedy & Company	55.71	16.14	71.85	\$148,600.00
5	MGT Consulting LLC	58.21	12.38	70.59	\$198,920.00
6	Cicero Higher Education	54.88	15.09	69.97	\$149,670.00
7	SEM Works	52.20	16.64	68.84	\$138,500.00
8	Vision Point Marketing	55.60	8.11	63.71	\$271,213.50
9	Lodestone Innovation	48.09	13.13	61.22	\$148,855.00
10	Gensler	55.91	3.03	58.94	\$798,600.00
11	Huron Consulting Group	51.20	5.19	56.39	\$439,900.00
12	Ferrilli	46.56	5.63	52.19	\$325,000.00
13	Locale Agency	35.20	11.31	46.51	\$150,000.00

Purchase Request #5
Regular Board Meeting May 6, 2024
Consideration of Approval to Purchase Laser Cutting Equipment

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the purchase of laser cutting machine equipment from Lab Resources for the Continuing and Professional Development department for use at the EDGE Center.

BACKGROUND

The Economic Development administration (EDA) grant was awarded to the College and includes the allocation of funds for the purchase of a clean room metal cutting machine, a universal laser system, air filtration systems, a cutting table, a rotary attachment, a laptop workstation connected to the system, and software to maximize equipment use. All these items will be combined to create an environment to teach intermediate and advanced technician training in structures, composites, advanced manufacturing, and many other courses.

Lab Resources has a contract through the BuyBoard cooperative contracts program to provide instructional materials and classroom teaching supplies and equipment, contract #653-21, which complies with the competitive procurement requirements per Texas Education Code §44.031(a)(4) and is permitted through Texas Government Code §791.001(g).

IMPACT OF THIS ACTION

The skills students learn from the use of this equipment are the same skills the aerospace industry requires of entry level manufacturing technicians. The equipment will be housed at the EDGE Center as part of the College's aerospace training program.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated expenditure for this request is \$140,000 and will be funded from the EDA Grant.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Tomoko Olson	281-998-6146	tomoko.olson@sjcd.edu
Clint Harris	281-459-5473	clinton.harris@sjcd.edu
Melissa Fuqua	281-998-6378	melissa.fuqua@sjcd.edu

Purchase Request #6
Regular Board Meeting May 6, 2024
Consideration of Approval of Additional Funds for Central Campus
C.12 Slocomb Auditorium HVAC Replacement

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve additional funds to contract for the Building C12 Slocomb auditorium HVAC replacement project at Central Campus.

BACKGROUND

In April 2024, the Board authorized the delegation of authority to approve a contract with the highest ranked respondent for the Building C12 Slocomb auditorium HVAC replacement project at Central Campus. On April 16, 2024, the College entered into negotiations with the highest ranked firm, The Brandt Companies, LLC at an anticipated cost of \$814,031. During negotiations, Brandt disclosed that they had underestimated the job and could not execute it for the price proposed. Accordingly, negotiations with Brandt were terminated and began with the second highest ranked firm, HTX Industries, LLC. The price proposed by HTX for the agreed upon scope of work is \$907,700.

Competitive sealed proposal #24-19 Building C12 Slocomb auditorium HVAC replacement was issued in January 2024 to procure construction services, which complies with the competitive procurement requirements per Texas Education Code §44.031(a).

IMPACT OF THIS ACTION

Approval of this increase will allow the College to execute a contract for this project, so the HVAC components can be ordered and the development of a project schedule can begin.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

In April 2024, the Board approved the expenditure of \$865,000 for construction services. This request will increase the total amount approved by \$42,700 to a total of \$907,700. This expenditure will be funded from the 2015 Bond Program.

MONITORING AND REPORTING TIMELINE

This project will be managed by capital projects staff and is expected to be completed by April 2025.

ATTACHMENTS

Attachment 1 – Tabulation

RESOURCE PERSONNEL

Chuck Smith	281-998-6341	charles.smith@sjcd.edu
Genevieve Scholes	281-998-6349	genevieve.scholes@sjcd.edu

CSP 24-19
Slocomb Auditorium HVAC Replacement
Attachment 1 – Tabulation

QUALIFICATIONS

#	Vendors	Section 1: General	Section 2: History & Experience	Section 3: Safety	Section 4: Financial Letter	Section 5: References	Section 6: Exceptions to T&Cs	Total Points
	<i>Total Points</i>	<i>20</i>	<i>20</i>	<i>10</i>	<i>10</i>	<i>5</i>	<i>5</i>	<i>70</i>
1	The Brandt Companies, LLC	18.00	17.00	8.88	9.00	3.88	4.25	61.01
2	HTX Industries, LLC	18.00	16.50	8.00	8.50	4.13	4.00	59.13
3	Gregory-Edwards, Inc.	15.50	13.00	8.38	7.50	4.63	3.25	52.26

FINAL SCORES

#	Vendors	Qualification Points	Price Points	Final Points	Base Proposal	Alternate Price Proposal	Total Price Proposal
	<i>Total Points</i>	<i>70</i>	<i>30</i>	<i>100</i>			
1	The Brandt Companies, LLC*	61.01	29.80	90.81	\$806,566	\$7,465	\$814,031
2	HTX Industries, LLC	59.13	21.62	80.75	\$798,700	\$109,000	\$907,700
3	Gregory-Edwards, Inc.**	52.26	19.33	71.59	\$867,500	No Bid	Not available

* Negotiations with Brandt were terminated due to missing scope in pricing.

Purchase Request #7
Regular Board Meeting May 6, 2024
Consideration of Approval of an Interlocal Agreement with
Lamar Institute of Technology

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve an interlocal agreement between San Jacinto Community College District (SJCCD) and Lamar Institute of Technology (LIT) for the procurement of Ellucian's software and services.

BACKGROUND

Texas A&M Corpus Christi (TAMUCC) has been the fiscal agent and contract administrator of the Texas Connection Consortium (TCC), and their responsibilities included overseeing the financial aspects, managing purchases made by members, and maintaining the TCC Master Agreement. Recently, TAMUCC expressed the need to transition the fiscal agent role, prompting discussions to find a suitable replacement. LIT reviewed the responsibilities associated with this crucial role and has agreed to assume the administrative rights, title, and interest as Contract Administrator of the TCC Master Agreement. Effective Monday, April 15, 2024, LIT became the fiscal agent and contract administrator of TCC.

The College's method of procurement for Ellucian's software and services, including the Banner ERP system, is an interlocal agreement with TAMUCC. In accordance with the Texas Government Code §791.011 and Texas Local Government Code, Chapter 271, the College may enter into an interlocal agreement with another local governmental entity to perform governmental functions and services, and use of an interlocal agreement between two or more such parties is one of the approved methods of procurement for the College in accordance with Texas Education Code §44.031(4).

To continue procuring Ellucian services, the College needs to execute an interlocal agreement with LIT, which will assume the prior interlocal agreement with TAMUCC, under the reassignment of the TCC Master Agreement.

IMPACT OF THIS ACTION

Approval of this interlocal agreement will allow the College to continue procuring Ellucian services, including annual software licenses and maintenance for the Banner software system, Banner functional and technical consultation, and Banner data implementation services. Services also include the maintenance of DegreeWorks, E-Learning, and Recruiter software modules, and consulting services to support Banner XE and Pathways.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

In August 2023, the Board approved an expenditure of \$2,266,000 with TAMUCC, which has not been fully exhausted and will be superseded by this approval. The expenditure for this request is \$1,100,000 and will be funded from the information technology services department's 2023-2024 operating budget and subsequent year budgets.

Purchase Request #7
Regular Board Meeting May 6, 2024
Consideration of Approval of an Interlocal Agreement with
Lamar Institute of Technology

MONITORING AND REPORTING TIMELINE

The new term for the interlocal agreement with LIT will be retroactively effective as of April 15, 2024 through August 31, 2025. This agreement will assume the remaining term of the interlocal agreement TAMUCC, which was originally effective September 1, 2023.

ATTACHMENTS

None

RESOURCE PERSONNEL

Teri Zamora	281-998-5555	teri.zamora@sjcd.edu
Rob Stanicic	281-929-4673	Rob.Stanicic@sjcd.edu
Angela Russell	281-998-26327	angela.russell@sjcd.edu

Item "A"
Regular Board Meeting May 6, 2024

Approval of the Minutes for the April 1, 2024, Workshop and Regular Board Meeting

RECOMMENDATION

The Chancellor requests that the Board of Trustees approve the minutes for the April 1, 2024, Workshop and Regular Board Meeting.

San Jacinto College District Board Workshop April 1, 2024

The Board of Trustees of the San Jacinto Community College District met for a Board Workshop at 5:00 p.m., Monday, April 1, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

MINUTES

	Board Workshop Attendees:	Board Members: Dr. Michelle Cantú-Wilson, Erica Davis Rouse, Marie Flickinger, Dan Mims, John Moon, Jr., Keith Sinor, Larry Wilson Chancellor: Brenda Hellyer Other: Joshua Dray, Allatia Harris, Mandi Reiland, Rob Stanicic, Teri Zamora
	Agenda Item:	Discussion/Information
I.	Call the Meeting to Order	Chair Flickinger called the workshop to order at 5:01 p.m.
II.	Roll Call of Board Members	Board Chair Flickinger conducted a roll call of the Board members: Dr. Michelle Cantú-Wilson Erica Davis Rouse, Assistant Secretary Marie Flickinger, Chair Dan Mims John Moon, Jr., Vice Chair Keith Sinor, Secretary Larry Wilson
III.	Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071, 551.074, and 551.076 of the Texas Open Meetings Act, for the following purposes: Legal Matters, Personnel	Chair Flickinger adjourned to closed session at 5:02 p.m. The Board members listed above as attending, Chancellor Brenda Hellyer, Teri Zamora, and Mandi Reiland were present for the closed session. Others present for closed session are noted below. a. Legal Matters - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law. It was determined after the time of posting that a consultation with an attorney was not needed.

	Matters, and Security Matters	<p>b. Personnel Matters - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.</p> <p>c. Security Matters - To consider the deployment, or specific occasions for implementation, of security personnel or devices; or a security audit. Rob Stanicic and Joshua Dray were present for this portion of the closed session.</p>
IV.	Reconvene in Open Meeting	Chair Flickinger reconvened to open meeting at 6:13 p.m.
V.	Update on Enrollment	<p>Teri Zamora provided an update on enrollment. As of March 21, which was the last day of spring reports, the College’s headcount was up 3.9 percent and contact hours were up 5.6 percent compared to spring 2023. This will be the last report that provides pre-COVID enrollment data and future reports will show data from the previous two years.</p> <p>Dr. Allatia Harris joined the workshop.</p>
VI.	Review of Timeline for Fiscal Year 2025 Budget Process	<p>Teri provided an overview of the timeline for the fiscal year 2025 budget process. The goals for this year’s budget are to ensure long term viability of the College to serve students and the community, support growth in student enrollment and new programs, facilitate strategic College initiatives, and promote a stable College workforce with the Performance Management process. The assumptions are that there will be some uncertainty in revenue streams, we will spend strategically, and there is a commitment to the continuation of the Promise Program.</p> <p>Teri provided an overview of the budget plan. The Board will be asked to approve the proposed 2024-2025 annual priorities in May. Revenue scenarios will be updated based on enrollment trends, ad valorem tax estimates, and estimated state appropriations. The Strategic Plan development will be monitored and new initiatives to ensure key themes are included in the budget will be put into place. The College will continue to allocate funds for projected contract and cost escalations.</p>

		<p>Teri provided an overview of the budget timing. The Strategic Leadership Team (SLT) will review budget requests from their areas in May or June and move forward with the highest prioritized items. The proposed budget will be brought to the Board of Trustees for review at a retreat in July and will be an action item at the August Board meeting.</p> <p>Teri covered the plan for revenue estimates. The Texas Higher Education Coordinating Board (THECB) will be releasing the state allocations and the Financial Aid for Swift Transfer (FAST) allocations in July and the Maintenance and Operations (M&O) tax base will be finalized in July. For tuition, we are currently modeling a three percent enrollment increase but will finalize that projection this summer. Interest income is assumed flat, but there is a prediction that interest rates could decrease this year.</p> <p>Dr. Brenda Hellyer stated she is working to schedule Board retreats. Date options will be sent out soon.</p>
<p>VII.</p>	<p>Review Closure of Mental Health Certificate</p>	<p>Dr. Allatia Harris provided an overview of the request for closure of the Mental Health, Substance Abuse Prevention Specialist Occupational Certificate. When this certification was created, the idea was that those who earned it would teach substance abuse prevention in the public schools. We are finding that a credential is no longer required to teach this information. The College has had five completers in five years in the prevention program, there is not a real market for this certification, and with the change in financial aid requirements, we would have to add hours to the certification.</p> <p>Brenda stated the recommendation to close this certificate program came forward to the SLT and was approved. This is an informational item for the Board as it is an occupational certificate.</p>
<p>VIII.</p>	<p>Review Board of Trustees Institute Call to Action</p>	<p>John Moon, Jr. provided an overview of the Call to Action from the Board of Trustees Institute.</p> <p>Brenda expanded on the Call to Action report with recommended areas for follow up including:</p> <ol style="list-style-type: none"> 1. Review of wage data for the top 10 and lowest 10 credentials at San Jacinto College,

		<ol style="list-style-type: none"> 2. Review top job projections in the Houston Region over the next 10 years to determine alignment with current offerings and consideration for proposed future offerings, 3. Review transfer data of San Jacinto College students with the College’s top five transfer institutions (i.e., how many complete bachelor’s degrees), 4. Review process for opening and closing programs, 5. Provide an overview of how San Jacinto College is currently using artificial intelligence, opportunities and challenges for the future, and what types of policies are needed for employees and students, 6. Participate in the development of San Jacinto College’s next strategic plan including a focus on the next phase of significant opportunities and identifying the top five critical data points to be monitored from a leading and lagging standpoint. <p>The Board was supportive of these actions.</p>
IX.	Review of Calendar	Brenda reviewed the calendar and asked the Board members to let Mandi Reiland know if they would like to attend any events. She explained the items highlighted in green are those that are priority College activities for the Board to attend based on feedback from the Board self-evaluation.
X.	General Discussion of Meeting Items a. Additional Purchasing Support Documents	<p>Brenda explained that the Board members have an action item to approve a one-year extension on the contract for delinquent property tax collections at tonight’s meeting.</p> <p>Teri explained that historically we monitor the College’s collection rates against our peers including the two largest community colleges, local independent school districts (ISDs), and Harris county. The current year collection rate for San Jacinto College is 98.45 percent. This is the highest percentage the College has been since pre-COVID. The College’s collection rate including levies from the prior year is 98.94 percent. The College’s collection rates are in the higher range compared to our peers. Teri stated she is comfortable with the collection rates.</p>
XI.	Adjournment	Chair Flickinger adjourned the meeting at 6:41 p.m.

San Jacinto Community College District
Regular Board Meeting Minutes
April 1, 2024

The Board of Trustees of the San Jacinto Community College District met at 7:00 p.m. for a regularly scheduled Board meeting on Monday, April 1, 2024, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

Attendance

Present:

Members: Dr. Michelle Cantú-Wilson, Marie Flickinger, John Moon, Jr., Dan Mims, Erica Davis Rouse, Keith Sinor, Larry Wilson

Chancellor: Brenda Hellyer

Others Present: Jesse Bernal, Robert Cage, Teri Crawford, Matt Crow, Kim DeLauro, Trinesha Dixon, Destry Dokes, Chris Duke, Teddy Farias, Amanda Fenwick, Tony Gamage, Rachel Garcia, George González, Allatia Harris, Damon Harris, Laura Hazadien, Carin Hutchins, Sallie Kay Janes, Matt Keim, Aaron Knight, Vanessa Maciel, Kevin McKisson, Dillon Miller, Courtney Morris, Kevin Morris, Lambrini Nicopoulos, Caroline Noonan, Alexander Okwonna, Joe Pena, JoEllen Price, JR Ragaisis, Sandra Ramirez, Mandi Reiland, Heather Rhodes, Alicia Rios, Shawn Silman, Chuck Smith, Danny Snooks, Rob Stanicic, Chloe Stegner, Lora Stegner, Todd Stegner, Janice Sullivan, Ken Tidwell, Michaela Todd, Thomas Todd, Eddie Weller, Niki Whiteside, Van Wigginton, Chris Wild, Laurel Williamson, Teri Zamora, Joanna Zimmermann

I. Call the Meeting to Order

Chair Flickinger called the regular meeting of the Board of Trustees to order at 7:01 p.m.

II. Roll Call of Board Members

Chair Flickinger conducted a roll call of the Board members.

Dr. Michelle Cantú-Wilson
Erica Davis Rouse, Assistant Secretary
Marie Flickinger, Chair
Dan Mims
John Moon, Jr., Vice Chair
Keith Sinor, Secretary
Larry Wilson

III. Invocation and Pledge to the Flags

The invocation was given by Laurel Williamson. The pledges to the American and Texas flags were led by John Moon, Jr.

IV. Special Announcements, Recognitions, Introductions, and Presentations

Van Wigginton recognized the honor students.

V. Student Success Presentations

George González provided an update on student achievement measures.

VI. Communications to the Board of Trustees

The following items were reviewed and distributed to the Board as communication items.

1. A thank you was sent to the Board from Terri Bubb for the plant sent in memory of her father.
2. A thank you was sent to the Board from Rachel Garcia for the plant sent in memory of her father.

VII. Public Comment

There were no citizens desiring to speak before the Board.

VIII. Informative Reports to the Board

Chair Marie Flickinger indicated such reports were available in the Board documents and online.

A. San Jacinto College Financial Statements

1. San Jacinto College Monthly Financial Statements February 2024
2. San Jacinto College Monthly Investment Report February 2024
3. San Jacinto College Quarterly Investment Report December 2023 - February 2024

B. San Jacinto College Foundation Financial Statements

C. Capital Improvement Program

IX. Consideration of Approval of Various Human Resources, Employee Relations Policies and Procedures - Second Reading

Motion 10349:

Motion moved by Dr. Michelle Cantú-Wilson and motion seconded by Keith Sinor.

Motion carried.

Yeas: Cantú-Wilson, Davis Rouse, Mims, Moon, Jr., Sinor, Wilson

Nays: None

X. Consideration of Approval of Policy III.3010.A, Information Resources - Second Reading

Motion 10350:

Regular Board Meeting Minutes

April 1, 2024

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Motion moved by John Moon, Jr. and motion seconded by Dan Mims. Motion carried.

Yeas: Cantú-Wilson, Davis Rouse, Mims, Moon, Jr., Sinor, Wilson

Nays: None

- XI. Consideration of Approval of Policy III.3007.A, Purchasing and Policy III.3007.D, Bidding - Second Reading

Motion 10351:

Motion moved by Larry Wilson and motion seconded by Dr. Michelle Cantú-Wilson. Motion carried.

Yeas: Cantú-Wilson, Davis Rouse, Mims, Moon, Jr., Sinor, Wilson

Nays: None

- XII. Consideration of Approval of Rescission of Policy IV-C-4: Policy for Interviewing and Recommending Full-time Contracted Personnel - First Reading (Informational Item)

No vote required.

- XIII. Consideration of Approval of Policy #, Prohibited Use of Drugs and Alcohol - First Reading (Informational Item)

No vote required.

- XIV. Consideration of Rescission of Policy IV-E-14, Policy on Intellectual Property Rights and Honoraria and Approval of Policy #, Intellectual Property Rights - First Reading (Informational Item)

No vote required.

- XV. Consideration of Purchasing Requests

Purchase Request #1

Consideration of Delegation of Authority to Contract for Central Campus C.12 Slocomb Auditorium HVAC Replacement	\$	865,000
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Purchase Request #2

Consideration of Approval of Additional Funds for Architectural Services		150,000
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Purchase Request #3

Consideration of Approval to Contract for Geofencing Services		300,000
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Purchase Request #4

Consideration of Approval to Purchase Police		225,000
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Responder Trucks

Purchase Request #5		
Consideration of Approval to Amend the Contract for Collection of Delinquent Ad Valorem Taxes		-
Purchase Request #6		
Consideration of Approval to Purchase Property Insurance		4,874,010
Purchase Request #7		
Consideration of Approval to Purchase Casualty Insurance		233,943
TOTAL OF PURCHASE REQUESTS	\$	<u>6,647,953</u>

Motion 10352:

Motion moved by Keith Sinor and motion seconded by Erica Davis Rouse. Motion carried.

Yeas: Cantú-Wilson, Davis Rouse, Mims, Moon, Jr., Sinor, Wilson

Nays: None

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 March 4, 2024, Workshop and Regular Board Meeting
- B. Approval of the Minutes for the March 7, 2024, Board Strategic Planning Retreat
- C. Approval of the Budget Transfers
- D. Approval of Personnel Recommendations, 2023-2024 Part-Time Hourly Rate Schedule, Extra Service Agreements, and Honorarium Payments
- E. Approval of the Affiliation Agreements
- F. Approval of the Next Regularly Scheduled Meeting on May 6, 2024

Motion 10353:

Motion moved by Larry Wilson and motion seconded by John Moon, Jr. Motion carried.

Yeas: Cantú-Wilson, Davis Rouse, Mims, Moon, Jr., Sinor, Wilson

Nays: None

XVII. Items for Discussion/Possible Action

There were no additional items discussed.

XVIII. Adjournment

Chair Flickinger adjourned the meeting at 7:38 p.m.

Item "B"
Regular Board Meeting May 6, 2024
Approval of the Minutes for the April 23, 2024, Board Strategic Planning Retreat

RECOMMENDATION

The Chancellor requests that the Board of Trustees approve the minutes for the April 23, 2024, Board Strategic Planning Retreat.

SAN JACINTO COLLEGE DISTRICT
Board of Trustees Strategic Planning Retreat Minutes
April 23, 2024

The Board of Trustees of the San Jacinto Community College District met at 4:00 p.m., Tuesday, April 23, 2024, in room C-16.2011 of the Central Campus, 8060 Spencer Hwy., Pasadena, Texas for a strategic planning retreat.

Attendance

Present:

Members: Dr. Michelle Cantú-Wilson, Marie Flickinger, John Moon, Jr., Dan Mims, Erica Davis Rouse, Keith Sinor (absent), Larry Wilson

Chancellor: Brenda Hellyer

Others Present: Sandra Ramirez, Mandi Reiland, Laurel Williamson, Teri Zamora, Van Wigginton

I. Call the Meeting to Order

The retreat was called to order at 4:10 p.m. by Chair Marie Flickinger.

II. Roll Call of Board Members

Chair Flickinger conducted a roll call of the Board members:

Dr. Michelle Cantú-Wilson
Erica Davis Rouse
Marie Flickinger
Dan Mims
John Moon, Jr.
Keith Sinor (absent)
Larry Wilson

III. Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071 and 551.074 of the Texas Open Meetings Act, for the following purposes:

- A. Legal Matters - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.
It was determined after the time of posting that a consultation with an attorney was not needed.
- B. Personnel Matters - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
It was determined after the time of posting that a closed session on personnel matters was not needed.

IV. Reconvene in Open Meeting

It was determined after the time of posting that a closed session was not needed.

V. Review and Discuss Updates on San Jac Online

- A. Dr. Brenda Hellyer introduced the discussion on San Jac Online.
- B. Dr. Laurel Williamson provided an overview of the presentation. The presentation included the objectives for San Jac Online, the timeline of developing the concept, measurables, five-year trend of A-C student success, fully online versus face to face enrollment data, organizational charts, staffing, financial projections, and the implementation timeline.
- C. The group discussed the current and changing landscape of online courses.
- D. Brenda provided an overview of the current organizational structure.
- E. Laurel reviewed the proposed changes to the organizational structure. The changes will be more fully developed as the implementation team begins meeting. Brenda stated that we will move forward with the posting of the new positions because it is clear that these are needed to build capacity and continued quality.
- F. The group discussed the proposed new organizational structure. Concerns were expressed about the employee reporting structure. Brenda and Laurel provided an outline of how this could work, and they believe it will be successful. They want to obtain additional feedback from the implementation team before anything is considered firm.
- G. Laurel provided an update on training and explained that the discipline enrichment meetings during College Community Week in August and January will be moved out of those sessions and moved to Framework Fridays. This will allow more focus and collaboration throughout the year.
- H. Brenda reviewed the online college budget implications.
 - I. Brenda reviewed the proposed tentative implementation timeline. She explained that there is additional supplemental documentation in the handouts for the Board to review when they have an opportunity (which included Academic Year 2024 fully online awards and an NC-SARA membership summary).
 - J. The group discussed online advertising and competition.
- K. Marie asked if we connected with our independent school districts (ISDs) to discuss enrollment. She has heard that ISDs are declining in enrollment. Brenda responded that part of the consultant work coming forward to the Board in May is for the development of a strategic enrollment management plan which will look at enrollment trends, projections, analysis, and forecasting. The group discussed ISD enrollment changes should be part of this work.
- L. The group discussed the online college recommendations, and all members were supportive.

Marie left at 5:36 p.m.
- M. Dr. Michelle Cantú-Wilson recommended change management for leaders.
- N. Erica Davis Rouse asked how we can use technology to better engage students.

- O. Brenda explained that was an area that we have asked the consultant to review also.
- P. Laurel responded that professional development will also focus on engagement.

VI. Review Generation Park Construction Plan

- A. Brenda provided an overview of the Generation Park construction plan. She reviewed the projected budget options. She also provided an update on the activities for biotechnology.
- B. The recommendation options are to build as designed which requires an additional \$1.6 million that could be funded from the 2015 Bond Program or to reduce to a single story building which requires an additional \$1.1 million and would be funded from the 2015 Bond Program. The Board was supportive of the option to move forward with the current plan for the two story building which will provide options for future expansion and has a better aesthetic.

VII. Wrap-up with Summary and Follow-up

Nothing additional was discussed.

VIII. Adjournment

The retreat was adjourned at 5:56 p.m.

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve budget transfers for March 2024 which have been made in accordance with appropriate accounting procedures.

BACKGROUND

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

IMPACT OF THIS ACTION

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

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

This request is a reclassification of existing authorizations.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 –March Budget Transfers

RESOURCE PERSONNEL

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Carin Hutchins	281-998-6109	carin.hutchins@sjcd.edu
Dianne Duron	281-998-6347	dianne.duron@sjcd.edu

SAN JACINTO COLLEGE DISTRICT
 Budget Transfers Related to Fiscal Year 2023-24
 for March 2024

ELEMENT OF COST	DEBIT	CREDIT
INSTRUCTION	\$ 126,634	\$ 2,463
PUBLIC SERVICE	\$ -	\$ -
ACADEMIC SUPPORT	\$ 109,203	\$ 133,817
STUDENT SERVICES	\$ 1,909	\$ 104,913
INSTITUTIONAL SUPPORT	\$ 200	\$ 18,530
PHYSICAL PLANT	\$ 21,778	\$ -
AUXILIARY ENTERPRISES	\$ -	\$ -
	\$ 259,723	\$ 259,723

RECOMMENDATION

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

North Campus

Department

Medical Assisting

Affiliation Entity

Center for Family and Preventative Medicine

Medical Assisting

Healthy Cubs Pediatrics, PLLC

Medical Assisting

MyCHN

Medical Assisting

Southeast Dermatology

Medical Assisting

Webster Family Care

Health Information Management

Utopia Plastic Surgery

Central Campus

Department

Surgical Technology

Affiliation Entity

Harris County Hospital District dba Harris Health System

South Campus

Department

Pharmacy Technician

Affiliation Entity

M Chest Pharmacy

Physical Therapy Assistant

The Methodist Hospital dba Houston Methodist

North and South Campus

Department

Pharmacy Technician

Affiliation Entity

H-E-B

RATIONALE

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

FISCAL IMPLICATIONS TO THE COLLEGE

N/A

CONTACT PERSONNEL

Daniel J. Snooks, Attorney

Laurel Williamson

281-998-6184

laurel.williamson@sjcd.edu

Item “F”
Regular Board Meeting May 6, 2024
Approval of the Next Regularly Scheduled Meeting

RECOMMENDATION

The next regularly scheduled meeting of the Board of Trustees will be Monday, June 3, 2024.