

*Board of Trustees  
Meeting*

*June 5, 2017*

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

The Board of Trustees of the San Jacinto Community College District will meet at 5:30 p.m., Monday, June 5, 2017, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**BOARD WORKSHOP  
AGENDA**

- I. Call the Meeting to Order**
- II. Roll Call of Board Members**
- III. Update on 85<sup>th</sup> Legislative Session**
- IV. Review of Board of Trustees Bylaws**
- V. Discuss Board Oath of Office and Officers Election Process**
- VI. Discuss Naming Opportunities for the Center for Petrochemical, Energy, and Technology**
- VII. Review of Calendar**
- VIII. General Discussion of Meeting Items**
- IX. Adjournment of Workshop and Proceed to Dinner**

Additional Closed Session Authority

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

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

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

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

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

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

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

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

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

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

Certification as to Posting or Giving of Notice

On this day, June 2, 2017, this notice was posted on a bulletin board located at a place convenient to the public in the central administrative office of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, the College's website, and is readily accessible to the public upon request.

---

Brenda Hellyer, Ed.D.

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

The Board of Trustees of the San Jacinto Community College District will meet at 7:00 p.m. on Monday, June 5, 2017, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**BOARD MEETING  
AGENDA**

- I. Call the Meeting to Order**
- II. Roll Call of Board Members**
- III. Invocation and Pledge to the Flags**
- IV. Special Announcements, Recognitions, Introductions, and Presentations**
  - Albamarle Check Presentation Ruth Keenan
  - Athletics Recognition – Baseball and Softball Teams Brenda Jones  
Brenda Hellyer
  - Recognition from State Representative Greg Bonnen for Being an Aspen Prize Rising Star Recipient Brenda Hellyer
- V. Student Success Presentations**
  - Update on Transfer Students’ GPAs at University of Houston Institutions George González
- VI. Communications to the Board of Trustees**
- VII. Hearing of Such Citizens or Groups of Citizens Desiring to be Heard Before the Board**

*In accordance with the San Jacinto Community College District Board of Trustees Bylaws, Item III, Article II, Sections 12 & 13, located on the College’s website, a citizen desiring to appear before the Board of Trustees shall complete the Application for Hearing before the Board of Trustees and file said application along with any supporting information concerning the citizen’s concern, complaint or commendation, with the secretary to the Chancellor, ten (10) minutes before the scheduled meeting is called to order. The time allotted each citizen or organization for presentation shall be no more than five (5) minutes. The total time for hearing of citizens shall be no more than 60 minutes at any one meeting. Presentation of matters concerning a complaint or charge against a San Jacinto College Community District employee or officer will be heard in closed session unless the individual who is the subject of the change or complaint requests a public hearing.*
- VIII. Informative Reports to the Board**
  - A. San Jacinto College Financial Statement



- B. San Jacinto College Foundation Financial Statement
  - 1. March 2017
  - 2. April 2017
  - 3. Financial Audit – June 30, 2016
- C. Capital Improvement Program
- D. San Jacinto College Building Committee Minutes
- E. San Jacinto College Finance Committee Minutes

**IX. Special Recognition**

Recognition of Trustee Brad Hance

Dan Mims

**ACTION ITEMS**

- X. Oath of Office Administered to Recently Elected Trustees
- XI. Consideration of Approval of Election of Officers for the Board of Trustees
- XII. Consideration of Approval of Amendment to the 2016-2017 Budget for Restricted Revenue and Expenses Relating to Federal and State Grants
- XIII. Consideration of Approval of the Board of Trustees Bylaws
- XIV. Consideration of Policy III.3000.A, Campus Carry – Second Reading
- XV. Consideration of Approval of Galena Park Career and Technical Early College High School Memorandum of Understanding
- XVI. Consideration of Approval of College Readiness Mathematics Courses Memorandum of Understanding with University of Texas Dana Center
- XVII. Consideration of Approval of the Articulation Agreement between San Jacinto Community College District and Lamar University

**PURCHASING REQUESTS**

- XVIII. Consideration of Purchasing Requests

**CONSENT AGENDA**

**XIX. 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 May 1, 2017 Board Workshop and Regular Board Meeting
- B. Approval of the Minutes for the April 10, 2017 Board Strategic Planning Retreat
- C. Approval of the Minutes for the May 17, 2017 Special Board Meeting
- D. Approval of the Budget Transfers
- E. Approval of Personnel Recommendations
- F. Approval of the Affiliation Agreements
- G. Approval of the Next Regularly Scheduled Meeting

**XX. Items for Discussion/Possible Action**

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

**XXI. Adjournment**

**Closed Session Authority**

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

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

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

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

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

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

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

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

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

A. The open meeting covered by this Notice upon the reconvening of the public meeting, or

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

Certification as to Posting or Giving of Notice

On this day, June 2, 2017, this notice was posted on a bulletin board located at a place convenient to the public in the central administrative office of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, the College's website, and is readily accessible to the public upon request.

---

Brenda Hellyer, Ed.D.

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

<u>Assets</u>	<u>2017</u>	<u>2016</u>
Current assets:		
Cash and cash equivalents	\$ 97,845,229	\$ 91,648,159
Accounts receivable - taxes	5,461,004	5,492,502
Accounts receivable	11,909,104	13,950,934
Deferred charges	102,448	88,339
Inventories	443,645	462,236
Total current assets	<u>115,761,430</u>	<u>111,642,170</u>
Noncurrent assets:		
Restricted cash and cash equivalents	183,649,261	222,056,914
Capital assets, net	430,104,225	408,426,372
Total noncurrent assets	<u>613,753,486</u>	<u>630,483,286</u>
Total assets	<u>729,514,916</u>	<u>742,125,456</u>
Deferred outflows of resources:		
Deferred outflow related to pensions	5,502,111	4,542,533
Deferred outflow related to defeased debt	12,394,691	-
Total deferred outflows of resources	<u>17,896,802</u>	<u>4,542,533</u>
<u>Liabilities</u>		
Current liabilities:		
Accounts payable	14,095,219	11,555,349
Accrued liabilities	3,853,625	2,351,429
Accrued compensable absences and deferred compensation	2,612,623	2,592,077
Deferred revenues	6,810,699	8,396,154
Total current liabilities	<u>27,372,166</u>	<u>24,895,009</u>
Noncurrent liabilities:		
Net pension liability	29,942,125	24,842,136
Bonds and notes payable	481,387,892	478,574,391
Total noncurrent liabilities	<u>511,330,017</u>	<u>503,416,527</u>
Total liabilities	<u>538,702,183</u>	<u>528,311,536</u>
Deferred inflows of resources -		
Deferred inflow related to pensions	<u>4,122,366</u>	<u>7,599,287</u>
<u>Net assets</u>		
Beginning of year	166,844,720	176,203,176
Current year addition	37,742,449	34,553,990
Total net position	<u>\$ 204,587,169</u>	<u>\$ 210,757,166</u>

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

Consolidated -All Funds  
(Not Including Capital Improvement Program)

	Adjusted Budget	Actual (66.67%)	% Actual to Adjusted Budget	4/30/16	% of 8/31/16 Actual
<b>REVENUES:</b>					
State Appropriations	\$ 46,488,413	\$ 29,393,268	63.23	\$ 28,398,925	62.62
Local Taxes - Maintenance & Operations	64,696,546	62,599,476	96.76	59,864,054	98.02
Local Taxes - Debt Service	27,502,805	26,273,192	95.53	21,979,933	97.56
Credit Tuition	45,355,983	43,456,912	95.81	39,518,337	95.92
Credit Fees	15,571,302	14,638,682	94.01	12,639,644	93.65
Credit Exemptions & Waivers	(4,129,096)	(4,503,207)	109.06	(3,614,288)	92.24
Bad Debt	(2,350,779)	(1,567,186)	66.67	(541,336)	65.98
Continuing Professional Development	5,573,314	3,602,753	64.64	5,033,400	69.25
Sales & Services	1,717,933	1,385,506	80.65	1,821,185	75.02
Investment Income	105,979	802,329	757.06	227,975	41.21
Auxiliary Services	3,373,075	2,578,653	76.45	2,717,631	80.13
Grants	62,926,096	43,080,857	68.46	42,179,951	86.66
Local Grants	2,163,822	1,678,091	77.55	1,493,281	62.50
Total	<u>268,995,393</u>	<u>223,419,326</u>	<u>83.06</u>	<u>211,718,692</u>	<u>86.91</u>
<b>EXPENDITURES:</b>					
Instruction	73,498,223	53,223,765	72.42	50,393,980	72.74
Public Service	5,272,628	3,567,924	67.67	4,138,794	60.41
Academic Support	25,709,999	11,742,009	45.67	10,386,371	64.78
Student Services	16,375,749	9,837,842	60.08	9,229,181	64.14
Institutional Support	74,513,032	40,409,663	54.23	36,350,547	62.93
Physical Plant	18,004,405	10,142,566	56.33	11,067,635	62.36
Scholarships and Fellowships	51,129,628	42,043,962	82.23	42,133,175	89.10
Auxiliary Enterprises	4,490,639	3,131,838	69.74	3,360,810	75.00
Depreciation	20,351,251	12,032,282	59.12	10,643,889	66.87
Capital Purchases	-	(454,974)	-	(539,680)	36.93
Total	<u>289,345,554</u>	<u>185,676,877</u>	<u>64.17</u>	<u>177,164,702</u>	<u>71.35</u>
<b>TRANSFERS AMONG FUNDS:</b>					
Transfers In	(4,077,059)	(2,203,093)	-	(3,035,627)	-
Transfers Out	4,077,059	2,203,093	-	3,035,627	-
Net Increase (Decrease) in Net Position	<u>\$ (20,350,161)</u>	<u>\$ 37,742,449</u>		<u>\$ 34,553,990</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

11 Unrestricted Funds

	<u>Adjusted Budget</u>	<u>Actual (66.67%)</u>	<u>% Actual to Adjusted Budget</u>	<u>4/30/16</u>	<u>% of 8/31/16 Actual</u>
<b>REVENUES:</b>					
State Appropriations	\$ 36,486,413	\$ 22,599,859	61.94	\$ 22,025,221	61.68
Local Taxes - Maintenance & Operations	64,696,546	62,599,476	96.76	59,864,054	98.02
Credit Tuition	43,628,601	41,615,733	95.39	37,829,425	96.00
Credit Fees	15,571,302	14,638,682	94.01	12,639,644	93.65
Credit Exemptions & Waivers	(4,129,096)	(4,503,207)	109.06	(3,614,288)	92.24
Bad Debt	(2,350,779)	(1,567,186)	66.67	(541,336)	65.98
Continuing Professional Development	5,573,314	3,602,753	64.64	5,033,400	69.25
Sales & Services	1,717,933	1,286,772	74.90	1,730,656	75.78
Investment Income	105,979	168,987	159.45	84,191	57.78
Total	<u>161,300,213</u>	<u>140,441,869</u>	<u>87.07</u>	<u>135,050,967</u>	<u>87.33</u>
<b>EXPENDITURES:</b>					
Instruction	68,000,927	49,500,919	72.79	47,155,630	73.10
Public Service	4,556,692	3,103,893	68.12	3,721,945	60.23
Academic Support	13,822,196	8,254,204	59.72	8,017,478	66.99
Student Services	15,034,468	8,673,024	57.69	8,270,539	64.09
Institutional Support	37,842,162	25,185,645	66.55	25,802,952	66.21
Physical Plant	18,004,405	10,142,566	56.33	11,067,635	62.36
Total	<u>157,260,850</u>	<u>104,860,251</u>	<u>66.68</u>	<u>104,036,179</u>	<u>68.32</u>
<b>TRANSFERS AMONG FUNDS:</b>					
Transfers In	(7,035)	(7,283)	-	(480,804)	-
Transfers Out	4,064,649	2,185,230	-	2,569,190	-
Net Increase (Decrease) in Net Position	<u>\$ (18,251)</u>	<u>\$ 33,403,671</u>		<u>\$ 28,926,402</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

Federal Restricted Funds

	Adjusted Budget	Actual (66.67%)	% Actual to Adjusted Budget	4/30/16	% of 8/31/16 Actual
<b>REVENUES:</b>					
Grants	\$ 57,775,985	\$ 40,823,028	70.66	\$ 40,019,965	87.05
Total	<u>57,775,985</u>	<u>40,823,028</u>	<u>70.66</u>	<u>40,019,965</u>	<u>87.05</u>
<b>EXPENDITURES:</b>					
Instruction	565,609	310,932	54.97	418,953	79.39
Public Service	263,945	140,497	53.23	127,750	62.03
Academic Support	10,127,598	2,444,878	24.14	1,466,595	55.55
Student Services	285,476	194,165	68.01	233,865	79.35
Institutional Support	1,510,956	664,560	43.98	668,421	57.78
Scholarships and Fellowships	45,022,401	37,067,996	82.33	37,104,381	90.18
Total	<u>57,775,985</u>	<u>40,823,028</u>	<u>70.66</u>	<u>40,019,965</u>	<u>87.05</u>
<b>TRANSFERS AMONG FUNDS:</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

State Restricted Funds

	Adjusted Budget	Actual (66.67%)	% Actual to Adjusted Budget	4/30/16	% of 8/31/16 Actual
REVENUES:					
State Paid Benefits	\$ 10,002,000	\$ 6,793,409	67.92	\$ 6,373,704	66.09
Grants	5,150,111	2,257,829	43.84	2,159,986	79.99
Total	<u>15,152,111</u>	<u>9,051,238</u>	<u>59.74</u>	<u>8,533,690</u>	<u>69.13</u>
EXPENDITURES:					
Instruction	4,899,814	3,365,064	68.68	2,746,161	66.36
Public Service	219,361	205,674	93.76	185,812	63.30
Academic Support	1,445,158	891,508	61.69	769,174	62.94
Student Services	1,011,359	947,421	93.68	683,850	60.09
Institutional Support	4,989,862	1,757,095	35.21	2,267,024	67.80
Scholarships and Fellowships	2,586,557	1,884,476	72.86	1,881,669	85.19
Total	<u>15,152,111</u>	<u>9,051,238</u>	<u>59.74</u>	<u>8,533,690</u>	<u>69.13</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	



San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

Local Restricted Funds

	<u>Adjusted Budget</u>	<u>Actual (66.67%)</u>	<u>% Actual to Adjusted Budget</u>	<u>4/30/16</u>	<u>% of 8/31/16 Actual</u>
REVENUES:					
Local Grants	<u>\$ 2,163,822</u>	<u>\$ 1,678,091</u>	<u>77.55</u>	<u>\$ 1,493,281</u>	<u>62.50</u>
Total	<u>2,163,822</u>	<u>1,678,091</u>	<u>77.55</u>	<u>1,493,281</u>	<u>62.50</u>
EXPENDITURES:					
Instruction	31,873	34,473	108.16	64,507	78.96
Public Service	232,630	117,860	50.66	103,287	59.97
Academic Support	315,047	151,419	48.06	133,124	65.64
Student Services	44,446	23,232	52.27	40,927	77.88
Institutional Support	83,995	28,950	34.47	14,767	23.42
Scholarships and Fellowships	<u>1,793,288</u>	<u>1,333,974</u>	<u>74.39</u>	<u>1,244,340</u>	<u>61.95</u>
Total	<u>2,501,279</u>	<u>1,689,908</u>	<u>67.56</u>	<u>1,600,952</u>	<u>62.03</u>
TRANSFERS AMONG FUNDS:					
Transfers In	(369,208)	(207,325)	-	(143,428)	-
Transfers Out	<u>12,410</u>	<u>17,863</u>	<u>-</u>	<u>104,705</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ 19,341</u>	<u>\$ 177,645</u>		<u>\$ (68,948)</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

27 Texas Public Education Grant

	<u>Adjusted Budget</u>	<u>Actual (66.67%)</u>	<u>% Actual to Adjusted Budget</u>	<u>4/30/16</u>	<u>% of 8/31/16 Actual</u>
REVENUES:					
Credit Tuition	\$ 1,727,382	\$ 1,841,179	106.59	\$ 1,688,912	94.20
Investment Income	-	10,276	-	-	-
Total	<u>1,727,382</u>	<u>1,851,455</u>	<u>107.18</u>	<u>1,688,912</u>	<u>94.20</u>
EXPENDITURES:					
Scholarships and Fellowships	<u>1,727,382</u>	<u>1,757,516</u>	101.74	<u>1,902,785</u>	98.91
Total	<u>1,727,382</u>	<u>1,757,516</u>	<u>101.74</u>	<u>1,902,785</u>	<u>98.91</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ 93,939</u>		<u>\$ (213,873)</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

28 Private Gifts and Donations

	<u>Adjusted Budget</u>	<u>Actual (66.67%)</u>	<u>% Actual to Adjusted Budget</u>	<u>4/30/16</u>	<u>% of 8/31/16 Actual</u>
REVENUES:					
Sales & Service	<u>\$ -</u>	<u>\$ 98,734</u>	<u>-</u>	<u>\$ 90,529</u>	<u>63.01</u>
Total	<u>-</u>	<u>98,734</u>	<u>-</u>	<u>90,529</u>	<u>63.01</u>
EXPENDITURES:					
Instruction	<u>-</u>	<u>12,377</u>	<u>-</u>	<u>8,729</u>	<u>45.29</u>
Total	<u>-</u>	<u>12,377</u>	<u>-</u>	<u>8,729</u>	<u>45.29</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ 86,357</u>		<u>\$ 81,800</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

Auxiliary Enterprises

	Adjusted Budget	Actual (66.67%)	% Actual to Adjusted Budget	4/30/16	% of 8/31/16 Actual
<b>REVENUES:</b>					
Sales & Services	\$ 40,000	\$ 39,862	99.66	\$ 46,813	39.84
Auxiliary Services	3,333,075	2,538,791	76.17	2,670,818	81.58
Total	<u>3,373,075</u>	<u>2,578,653</u>	<u>76.45</u>	<u>2,717,631</u>	<u>80.13</u>
<b>EXPENDITURES:</b>					
Non-Instructional Labor	806,638	492,552	61.06	604,846	66.25
Benefits	285,532	286,732	100.42	289,828	65.74
Supplies	1,536,374	428,457	27.89	514,598	76.60
Travel	267,254	316,851	118.56	362,834	69.98
Contracted Services	397,865	203,647	51.18	240,996	71.54
Capital Outlay	-	-	-	2,650	-
Scholarships and Fellowships	1,181,426	1,394,390	118.03	1,327,476	84.62
Utilities	15,550	9,209	59.22	17,582	78.12
Total	<u>4,490,639</u>	<u>3,131,838</u>	<u>69.74</u>	<u>3,360,810</u>	<u>75.00</u>
<b>TRANSFERS AMONG FUNDS:</b>					
Transfers In	(1,117,564)	(553,185)	-	(1,004,911)	-
Transfers Out	-	-	-	361,732	-
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

95 Retirement of Indebtedness

	<u>Adjusted Budget</u>	<u>Actual (66.67%)</u>	<u>% Actual to Adjusted Budget</u>	<u>4/30/16</u>	<u>% of 8/31/16 Actual</u>
<b>REVENUES</b>					
Investment Income	\$ -	\$ 623,066	-	\$ 143,784	35.29
Local Taxes - Debt Service	<u>27,502,805</u>	<u>26,273,192</u>	<u>95.53</u>	<u>21,979,933</u>	<u>97.56</u>
Total	<u>27,502,805</u>	<u>26,896,258</u>	<u>-</u>	<u>22,123,717</u>	<u>96.45</u>
<b>EXPENDITURES</b>					
Institutional Support	<u>30,086,057</u>	<u>12,773,413</u>	<u>42.46</u>	<u>7,597,383</u>	<u>53.40</u>
Total	<u>30,086,057</u>	<u>12,773,413</u>	<u>42.46</u>	<u>7,597,383</u>	<u>53.40</u>
<b>TRANSFERS AMONG FUNDS:</b>					
Transfers In	(2,583,252)	(1,435,300)	-	(1,406,484)	-
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ 15,558,145</u>		<u>\$ 15,932,818</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

97 Investment in Plant

	Adjusted Budget	Actual (66.67%)	% Actual to Adjusted Budget	4/30/16	% of 8/31/16 Actual
EXPENDITURES					
Depreciation	\$ 20,351,251	\$ 12,032,282	59.12	\$ 10,643,889	66.87
Capital Purchases	-	(454,974)	-	(539,680)	36.93
Total	<u>20,351,251</u>	<u>11,577,308</u>	<u>-</u>	<u>10,104,209</u>	<u>69.89</u>
Net Increase (Decrease) in Net Position	<u>\$ (20,351,251)</u>	<u>\$ (11,577,308)</u>		<u>\$ (10,104,209)</u>	

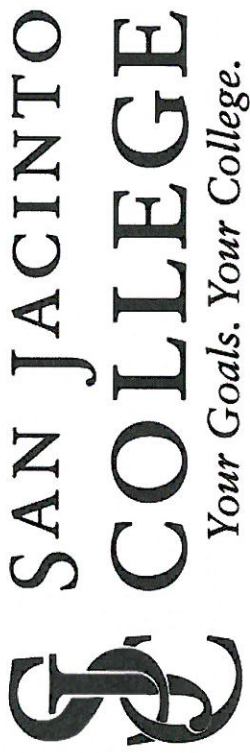
# Capital Improvement Program

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position  
For the Eight Months Ended April 30, 2017

91 Capital Projects

	Adjusted Budget	Actual (66.67%)	4/30/16
<b>REVENUES:</b>			
Investment Income	\$ -	\$ -	\$ -
Total	-	-	-
<b>EXPENDITURES:</b>			
Bond Programs	-	25,664,743	18,622,533
Total	-	25,664,743	18,622,533
Net Increase (Decrease) in Net Position	\$ -	\$ (25,664,743)	\$ (18,622,533)





**Monthly Investment Report**

**April 30, 2017**



## Global Events Rule the Markets

An absolute flood of geo-political events both domestically and internationally have occupied the markets and created volatile rates all month. Because markets do not deal well with uncertainty, there is heightened trepidation on all fronts and coming from three continents. It would be expected that rates would fall as investors drive into the safety of the Treasuries, but month-over-month our rates have changed little. Volatility throughout the month dropped rates, but the underlying slow but moderate growth in the US economy seems to be enough to hold off a material decline in rates although GDP slowed markedly.

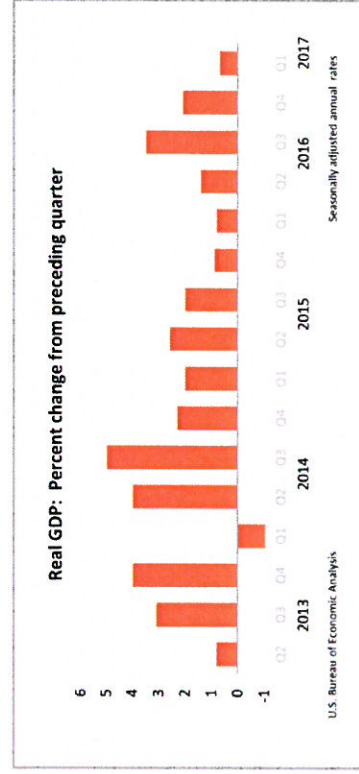
Domestically the new administration is in the cross-hairs as it moves this week to the 100-day mark. During that time we have had a run at the health care system in place, and though it failed initially, a modified plan appears to be coming forward. This affects everyone's pocketbook as well as health stocks and any change there will be significant. Tax reform is also on the congressional calendar and daily tallies of votes is foremost on the news, keeping investors nervous. The standard spending bill turmoil simply capped off a tumultuous month in DC.

A move coming out of DC may have critical impact on housing and construction activities. A tariff has been placed on soft wood from Canada, which is significant to supplement US lumber sources. Higher prices could affect construction on new homes, which has been a bright spot compared to the sales of existing homes. With mortgage rates expected to continue their rise, this will affect the complexion of the housing markets.

Internationally major actions have hammered the markets. The very off-balance ruler of North Korea is ramping up his wild rhetoric on long-range missiles but also backing it with multiple tests. The US is preparing by moving a nuclear sub into the N China Sea and a meeting with President Xi of China will hopefully create more economic pressure from China on the renegade by cutting Korean oil supplies.



The execution of Resolution 50 moving Brexit forward combined with Scotland's continued insistence on independence was even overshadowed by elections in France. A run-off election in May in France will be the final read on how the EU will be affected by the nationalism reflected in the elections. The ECB can simply sit and wait and has kept their rates at zero even though there is increased inflation and employment activity across the EU.





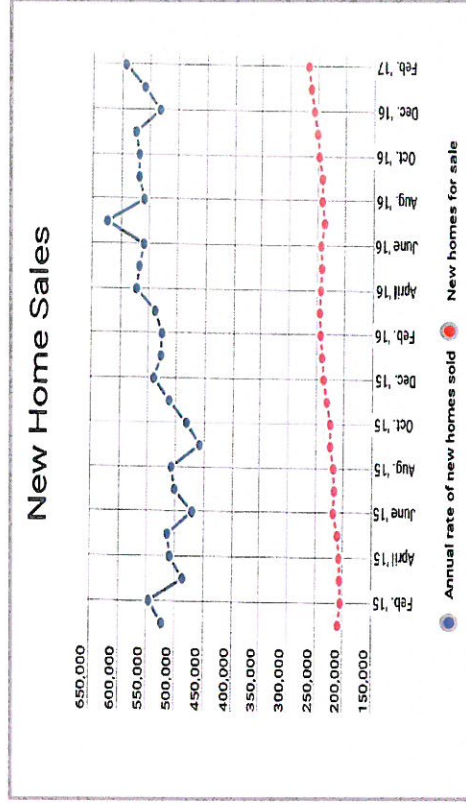
# A Comfort Level at and with the Fed

Amid the turmoil – both domestic and international – the actions and the pronouncements of the Fed have been lost or at least muted since their rate hike last month.

The meeting in April has not had the build-up we have grown accustomed to in the past years. There is little to no anticipation of any change. No increase in rates or their *moderate* economic projections are expected. There is a definite shift of the Committee's attention to reducing its \$4.5 trillion balance sheet, but plans and actions will not be forthcoming for many months. However, there are other potential changes at the Fed on the horizon. A number of vacancies on the Board of Governors remain and the Chair faces a termination date in early 2018. President Trump has indicated that he likes Yellen's low interest rate policy eases fear of a replacement. The tendency to a dovish stance may continue.

The Fed can stay on the moderate tack because the economy does continue to build a foundation, although the growth seen in the first month's of the year is tapering somewhat.

To maintain the hikes, inflation should rise but PPI has cooled slightly for the first time since 2016. This is still tied loosely to the strong dollar. The core PPI was flat in March. Over the past 12 months, core inflation rose 1.6%, up from a 1.5% pace reported the month prior. Both are still well below the 2% target which will place upward pressure on prices.



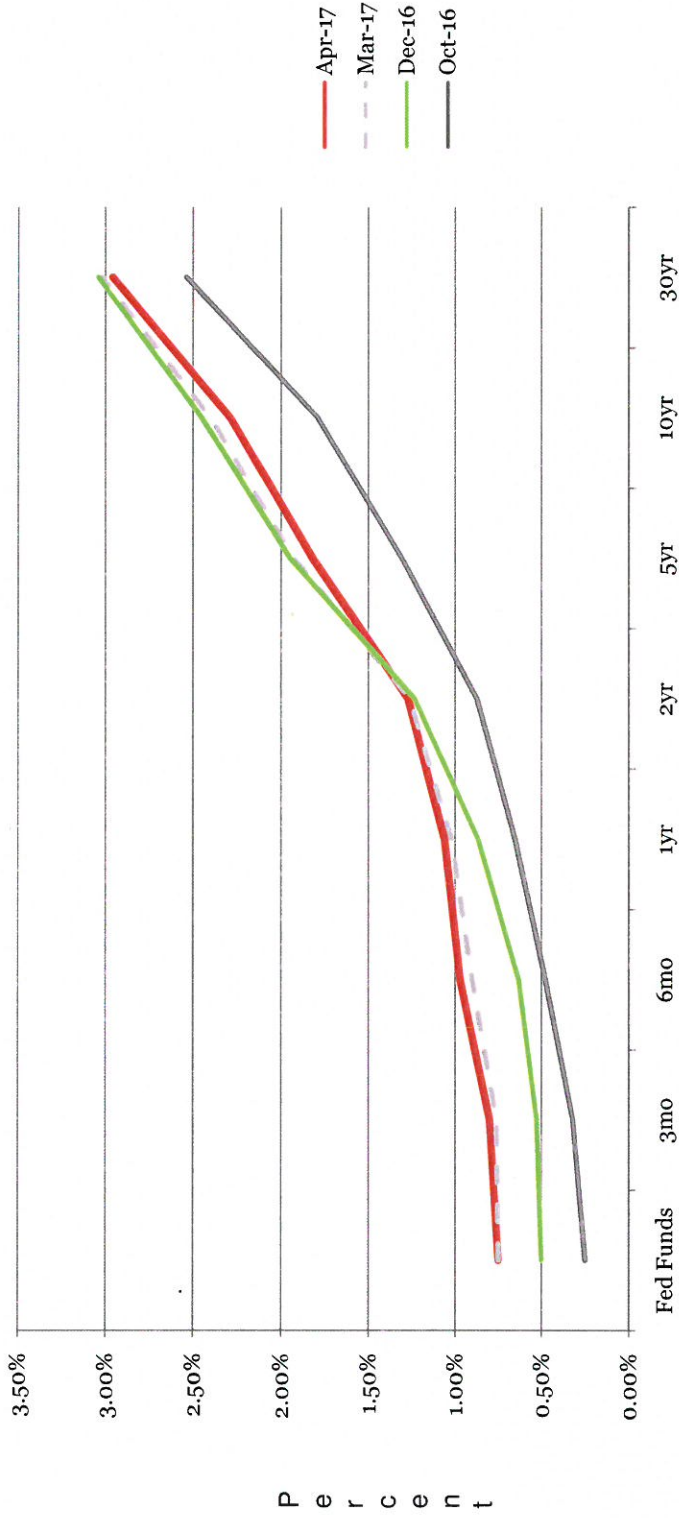
Part of the inflation lag comes from oil. Although OPEC and its friends have tried to restrict output, experts say OPEC may need another year of output cuts to reach a reduction in stockpiles. Currently US drilling and inventories remain well above targets. WTI crude has hovered all quarter between \$42 and \$50 a barrel.

Housing is on a volatile path. New homes sales have been rising hitting an eight month high (at 5.8%) but *existing* home sales are lagging. The supply of new homes has also been falling – now at a four month low.

The overall picture still earns the title of Good, Bad and Ugly – but getting better!

# Rates on the Move

- Rates have been volatile with an abundance of geopolitical news and events.
- Rates are essentially unchanged from March but considerable uncertainty on Congressional activity is holding them back.
- Concentration on strong economic growth indicators may push rates up again but the bond market appears to be waiting for more news and potential action.
- Fed Governors continue to appear to be moving to a two hike position for 2017 from the original talk of four hikes back in December.



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



# General Portfolio

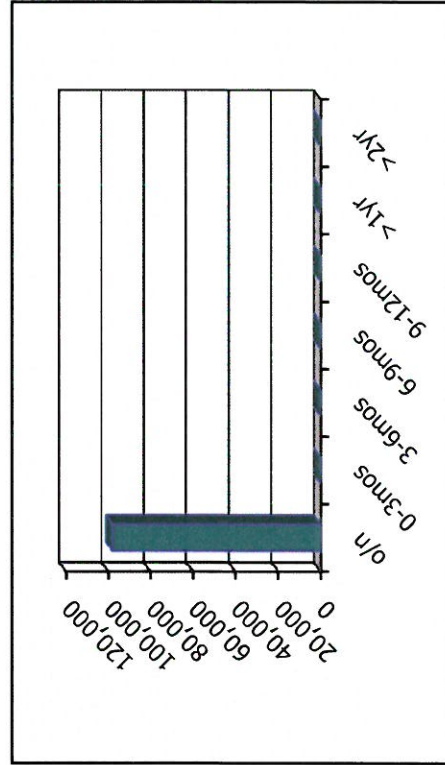
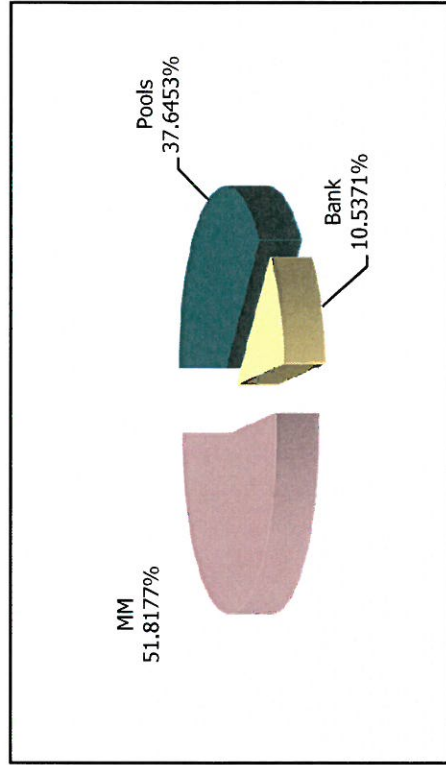
As of April 30, 2017

PATTERSON & ASSOCIATES



INVESTMENT PROFESSIONALS

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The very short-term rates continue to move up with the Fed's move and short term alternatives are available especially for those with access to commercial paper. Rates beyond one year will easily bet the pools.
- Banks remain *uninterested* in new deposits and municipal debt has become less attractive with decreased supply.
- It is time to reduce cash balances and stretch out longer and into the two year area if possible.



# Bond Portfolio

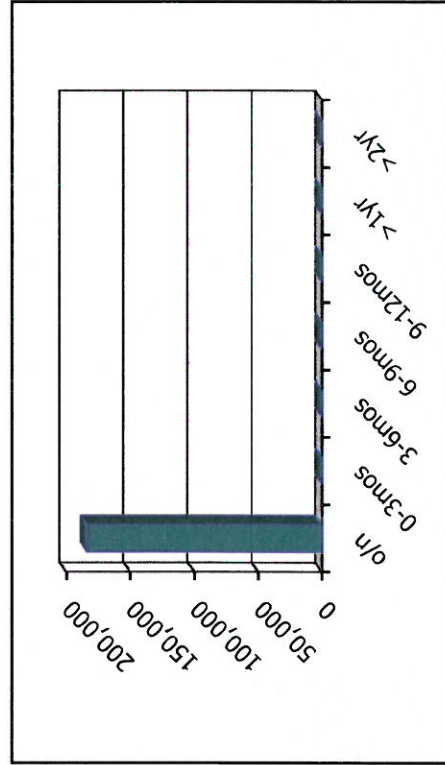
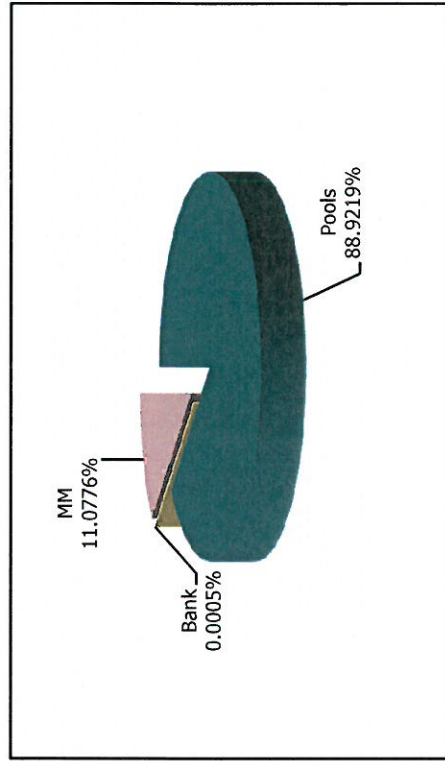
As of April 30, 2017

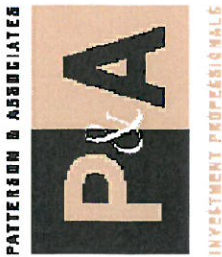
PATTERSON & ASSOCIATES



INVESTMENT PROFESSIONALS

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The very short-term rates continue to move up with the Fed's move and short term alternatives are available especially for those with access to commercial paper. Rates beyond one year will easily bet the pools.
- Banks remain *uninterested* in new deposits and municipal debt has become less attractive with decreased supply.
- It is time to reduce cash balances and stretch out longer and into the two year area if possible.





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

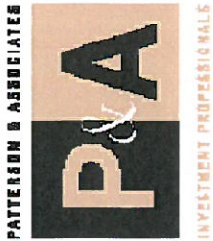
**San Jacinto Community College  
 Portfolio Management  
 Portfolio Summary  
 April 30, 2017**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Passbook/Checking Accounts	10,310,173.04	10,310,173.04	10,310,173.04	3.66	1	1	0.000
Investment Pools/Money Markets	271,184,316.50	271,184,316.50	271,184,316.50	96.34	1	1	0.665
<b>Investments</b>	<b>281,494,489.54</b>	<b>281,494,489.54</b>	<b>281,494,489.54</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.641</b>
<b>Total Earnings</b>	<b>April 30</b>	<b>Month Ending</b>	<b>Fiscal Year To Date</b>				
Current Year	136,737.39		802,329.46				

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

*CMC*  
 \_\_\_\_\_  
 Vice Chancellor of Fiscal Affairs

5/18/17

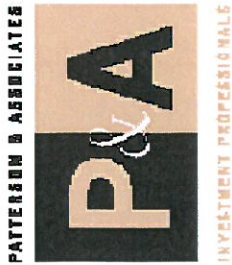


Patterson & Associates  
 901 S. MoPac  
 Suite 195  
 Austin, TX 78746

**San Jacinto Community College**  
**Summary by Type**  
**April 30, 2017**  
**Grouped by Fund**

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Bond Funds</b>						
Investment Pools/Money Markets	10	183,649,260.89	183,649,260.89	65.24	0.681	1
<b>Subtotal</b>	<b>10</b>	<b>183,649,260.89</b>	<b>183,649,260.89</b>	<b>65.24</b>	<b>0.681</b>	<b>1</b>
<b>Fund: Consolidated Portfolio</b>						
Passbook/Checking Accounts	9	10,310,173.04	10,310,173.04	3.66	0.000	1
Investment Pools/Money Markets	6	87,535,055.61	87,535,055.61	31.10	0.631	1
<b>Subtotal</b>	<b>15</b>	<b>97,845,228.65</b>	<b>97,845,228.65</b>	<b>34.76</b>	<b>0.565</b>	<b>1</b>
<b>Total and Average</b>	<b>25</b>	<b>281,494,489.54</b>	<b>281,494,489.54</b>	<b>100.00</b>	<b>0.641</b>	<b>1</b>





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

**San Jacinto Community College  
 Fund BOND - Bond Funds  
 Investments by Fund  
 April 30, 2017**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Investment Pools/Money Markets</b>											
708340211	10064	JPM - Debt Service	12/05/2007	446.45	446.45	446.45	0.150	0.147	0.150		1
XXX794	10228	East West ICS 08 Bond Proceeds	09/09/2014	1,750,503.47	1,750,503.47	1,750,503.47	0.690	0.680	0.690		1
XXX844	10229	East West ICS Debt Service	09/09/2014	8,087,373.62	8,087,373.62	8,087,373.62	0.690	0.680	0.690		1
86-72000794	10231	East West MM 08 Bond Proceeds	09/09/2014	250,141.78	250,141.78	250,141.78	0.690	0.680	0.690		1
86-72004242	10233	East West MM 15 Bond Proceeds	08/06/2015	10,005,671.33	10,005,671.33	10,005,671.33	0.690	0.680	0.690		1
86-72000844	10232	East West MM Debt Service	09/09/2014	250,141.79	250,141.79	250,141.79	0.690	0.680	0.690		1
999999999	10084	LSIP GOF - 2008 Bond Proceeds	10/03/2008	6,690,088.65	6,690,088.65	6,690,088.65	0.680	0.670	0.680		1
999999917	10234	LSIP GOF - 2015 Bond Proceeds	08/06/2015	1,777,346.71	1,777,346.71	1,777,346.71	0.680	0.670	0.680		1
999999918	10235	LSIP GOF - 2016 Bond Proceeds	04/20/2016	146,897,817.84	146,897,817.84	146,897,817.84	0.680	0.670	0.680		1
999999916	10106	LSIP GOF - Debt Service	07/30/2009	7,939,729.25	7,939,729.25	7,939,729.25	0.680	0.670	0.680		1
<b>Subtotal and Average</b>				<b>183,649,260.89</b>	<b>183,649,260.89</b>	<b>183,649,260.89</b>	<b>0.672</b>	<b>0.672</b>	<b>0.681</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>183,649,260.89</b>	<b>183,649,260.89</b>	<b>183,649,260.89</b>	<b>0.672</b>	<b>0.672</b>	<b>0.681</b>		<b>1</b>

**Fund GEN - Consolidated Portfolio**  
**Investments by Fund**  
**April 30, 2017**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Passbook/Checking Accounts</b>											
1390012195A	10164	Bank of America - Operating	09/01/2016	1,112.70	1,112.70	1,112.70					1
9999999914	10089	Credit Cards - In Transit	09/01/2016	117,777.47	117,777.47	117,777.47					1
708340062	10086	Disbursements	09/01/2016	-409,154.61	-409,154.61	-409,154.61					1
707759296	10069	JPM - Federal Programs	09/01/2016	0.00	0.00	0.00					1
707759338	10062	JPM - Operating	09/01/2016	10,625,979.45	10,625,979.45	10,625,979.45					1
707759346	10085	Payroll Fund	09/01/2016	-45,432.97	-45,432.97	-45,432.97					1
9999999913	10088	Petty Cash	09/01/2016	20,025.00	20,025.00	20,025.00					1
707759353	10181	Student Deferred Income	09/01/2016	0.00	0.00	0.00					1
707759361	10103	JPM - Workmen's Comp	09/01/2016	-134.00	-134.00	-134.00					1
				<b>Subtotal and Average</b>	<b>10,310,173.04</b>	<b>10,310,173.04</b>		<b>0.000</b>	<b>0.000</b>		<b>1</b>
<b>Investment Pools/Money Markets</b>											
23	XXX810	10227	East West ICS	09/09/2014	40,208,891.25	40,208,891.25	0.690	0.680	0.690		1
	86-7200810	10230	East West MM	09/09/2014	250,141.79	250,141.79	0.690	0.680	0.690		1
	999999993	10034	LSIP GOF - Operating	09/01/2007	31,003,013.97	31,003,013.97	0.680	0.670	0.680		1
	707759320	10035	JPM - Money Market	09/01/2007	10,001,641.04	10,001,641.04	0.200	0.197	0.200		1
	999999996	10038	TCB - Money Market	09/26/2007	240,215.00	240,215.00	0.350	0.345	0.350		1
	999999991	10032	TexPool	09/01/2007	5,831,152.56	5,831,152.56	0.712	0.702	0.712		1
				<b>Subtotal and Average</b>	<b>87,535,055.61</b>	<b>87,535,055.61</b>		<b>0.622</b>	<b>0.631</b>		<b>1</b>
				<b>Total Investments and Average</b>	<b>97,845,228.65</b>	<b>97,845,228.65</b>		<b>0.557</b>	<b>0.565</b>		<b>1</b>

**San Jacinto Community College**  
**Interest Earnings**  
 Sorted by Fund - Fund  
 April 1, 2017 - April 30, 2017  
 Yield on Average Book Value

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Bond Funds</b>												
708340211	10064	BOND	RRP	446.45	446.40	446.40		0.150	0.136	0.05	0.00	0.05
999999999	10084	BOND	RRP	6,690,088.65	6,689,256.91	6,686,889.83		0.680	0.686	3,772.04	0.00	3,772.04
999999999	10106	BOND	RRP	7,939,729.25	7,648,839.88	7,764,064.07		0.680	0.686	4,380.51	0.00	4,380.51
XXX794	10228	BOND	RRP	1,750,503.47	1,750,865.40	1,750,108.04		0.690	0.350	503.47	0.00	503.47
XXX844	10229	BOND	RRP	8,087,373.62	8,083,991.20	8,085,209.85		0.690	0.350	2,325.93	0.00	2,325.93
86-72000794	10231	BOND	RRP	250,141.78	250,095.55	250,020.55		0.690	0.690	141.78	0.00	141.78
86-72000844	10232	BOND	RRP	250,141.79	250,095.54	250,020.55		0.690	0.690	141.79	0.00	141.79
86-72004242	10233	BOND	RRP	10,005,671.33	10,004,376.73	10,000,858.92		0.690	0.690	5,671.33	0.00	5,671.33
999999999	10234	BOND	RRP	1,777,346.71	3,984,946.88	2,708,944.26		0.680	0.683	1,519.92	0.00	1,519.92
999999999	10235	BOND	RRP	146,897,817.84	147,381,426.09	147,233,062.02		0.680	0.686	83,051.82	0.00	83,051.82
			<b>Subtotal</b>	<b>183,649,260.89</b>	<b>186,043,640.58</b>	<b>184,729,624.49</b>			<b>0.669</b>	<b>101,508.64</b>	<b>0.00</b>	<b>101,508.64</b>
<b>Fund: Consolidated Portfolio</b>												
999999999	10032	GEN	RRP	5,831,152.56	5,969.44	2,406,672.64		0.712	0.728	1,439.31	0.00	1,439.31
999999999	10038	GEN	RRP	240,215.00	240,150.52	240,156.97		0.350	0.327	64.48	0.00	64.48
707759320	10035	GEN	RRP	10,001,641.04	10,003,227.56	10,000,379.27		0.200	0.200	1,641.04	0.00	1,641.04
999999999	10034	GEN	RRP	31,003,013.97	40,941,124.69	36,183,244.47		0.680	0.685	20,377.68	0.00	20,377.68
XXX810	10227	GEN	RRP	40,208,691.25	40,192,854.53	40,198,185.09		0.690	0.350	11,564.45	0.00	11,564.45
86-7200810	10230	GEN	RRP	250,141.79	250,095.54	250,020.55		0.690	0.690	141.79	0.00	141.79
			<b>Subtotal</b>	<b>87,535,055.61</b>	<b>91,633,422.28</b>	<b>89,278,659.00</b>			<b>0.480</b>	<b>35,228.75</b>	<b>0.00</b>	<b>35,228.75</b>
			<b>Total</b>	<b>271,184,316.50</b>	<b>277,677,062.86</b>	<b>274,008,283.48</b>			<b>0.607</b>	<b>136,737.39</b>	<b>0.00</b>	<b>136,737.39</b>

# Foundation Financials

## March 2017

# San Jacinto College Foundation

## Statement of Financial Position

As of March 31, 2017

### ASSETS

#### Current Assets

##### Checking/Savings

General Fund \$1,286,020

Other Funds -

Total Checking/Savings 1,286,020

##### Accounts Receivable

Pledge Receivables 413,800

Special Events Receivables 27,695

Total Accounts Receivable 441,495

##### Other Current Assets

##### Short Term Investments

Goldman Sachs 9,601,796

Capital Bank CD 203,153

Prosperity Bank 201,986

Total SJC Short Term Investments 10,006,935

Total Current Assets 11,734,450

### TOTAL ASSETS

\$11,734,450

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

Event Payable 635

Grants Payable 28,168

Programs Payable 33,164

Endowments Payable 27,853

Scholarship Payables 85,264

Student Success Payables 23,098

Total Accounts Payable 198,182

Total Current Liabilities 198,182

Total Liabilities 198,182

#### Equity

Net Assets 10,665,964

Net Income 870,304

Total Equity 11,536,268

### TOTAL LIABILITIES & EQUITY

\$11,734,450

**San Jacinto College Foundation**  
**Statement of Activities**  
For the Period Ending March 31, 2017

	2017	2016	Favorable / (Unfavorable)
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Contributions</b>			
Grant Contributions	\$17,310	\$91,500	(\$74,190)
Permanently Restricted	238,280	222,365	15,915
Program Sponsorship	279,753	633,545	(353,792)
Unrestricted Foundation	0	6,975	(6,975)
Temporarily Restricted	470,774	141,021	329,753
<b>Total Contributions</b>	<u>1,006,117</u>	<u>1,095,406</u>	<u>(89,289)</u>
<b>Other Income</b>			
Special Events	109,012	240,901	(131,889)
Investment Income	141,583	282,461	(140,878)
Realized Gain / (Loss)	1,211,386	(51,663)	1,263,049
Unrealized Gain / (Loss)	(1,152,823)	129,823	(1,282,646)
<b>Total Other Income</b>	<u>309,157</u>	<u>601,521</u>	<u>(292,364)</u>
<b>Total Income</b>	1,315,274	1,696,928	(381,653)
<b>Expense</b>			
<b>Programs</b>			
Scholarships Awarded	175,220	248,773	73,554
Grants Awarded	(18,355)	169,302	187,656
Programs Sponsored	143,745	341,717	197,972
Student Success Initiatives	35,277	35,277	0
<b>Total Programs</b>	<u>335,886</u>	<u>795,068</u>	<u>459,182</u>
<b>Supporting Services</b>			
Management and General	25,852	9,572	(16,280)
Fundraising	81,881	123,505	41,624
Sponsorship Expense	1,350	2,977	1,627
<b>Total Supporting Services</b>	<u>109,084</u>	<u>136,054</u>	<u>26,971</u>
<b>Total Expense</b>	<u>444,970</u>	<u>931,122</u>	<u>486,153</u>
<b>Net Ordinary Income</b>	870,304	765,805	104,499
Other Income / Expenses			
<b>Net Other Income</b>	<u>\$870,304</u>	<u>\$765,805</u>	<u>\$104,499</u>



Contributions Report  
March 2017

Donors	Amount	Fund
Corporations	\$7,425	Beta Sigma Phi North Channel Scholarship, Catherine O'Brien Emergency Scholarship, Krogers, Lady Gators Basketball, Promise for their Future, South Softball Program, Greater Houston Community Foundation,
Foundations	10,500	John P. McGovern Foundation
Individuals	100	Alumni
<b>Total Donation</b>	<b>18,025</b>	
<b>Employee Contributions</b>		
Various	975	Brysch Garza Firefighter Scholarship, Catherine O' Brien Emergency Fund, Dunseith Sr. Memorial Fund, John Locke Memorial, Promise for their Future, Veteran's Center
<b>Total Employee Contributions</b>	<b>975</b>	
<b>Total Contributions</b>	<b>\$19,000</b>	

# Foundation Financials

## April 2017



# San Jacinto College Foundation

## Statement of Financial Position

As of April 30, 2017

### ASSETS

#### Current Assets

##### Checking/Savings

General Fund \$1,188,663

Other Funds -

Total Checking/Savings 1,188,663

##### Accounts Receivable

Pledge Receivables 413,700

Special Events Receivables 27,695

Total Accounts Receivable 441,395

##### Other Current Assets

##### Short Term Investments

Goldman Sachs 9,800,439

Capital Bank CD 203,153

Prosperity Bank 201,986

Total SJC Short Term Investments 10,205,578

Total Current Assets 11,835,636

### TOTAL ASSETS

\$11,835,636

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

Event Payable 635

Grants Payable 33,168

Programs Payable 33,164

Endowments Payable 27,853

Scholarship Payables 86,534

Student Success Payables 23,098

Total Accounts Payable 204,453

Total Current Liabilities 204,453

Total Liabilities 204,453

#### Equity

Net Assets 10,725,964

Net Income 905,220

Total Equity 11,631,184

### TOTAL LIABILITIES & EQUITY

\$11,835,636

**San Jacinto College Foundation**  
**Statement of Activities**  
For the Period Ending April 30, 2017

	2017	2016	Favorable / (Unfavorable)
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Contributions</b>			
Grant Contributions	\$17,310	\$111,500	(\$94,190)
Permanently Restricted	275,162	223,445	51,717
Program Sponsorship	247,990	673,607	(425,618)
Unrestricted Foundation	0	6,975	(6,975)
Temporarily Restricted	526,774	103,774	423,000
<b>Total Contributions</b>	<u>1,067,236</u>	<u>1,119,302</u>	<u>(52,066)</u>
<b>Other Income</b>			
Special Events	109,112	321,001	(211,889)
Investment Income	134,656	284,952	(150,296)
Realized Gain / (Loss)	1,211,386	(51,663)	1,263,049
Unrealized Gain / (Loss)	(1,097,305)	136,806	(1,234,111)
<b>Total Other Income</b>	<u>357,849</u>	<u>691,095</u>	<u>(333,246)</u>
<b>Total Income</b>	1,425,084	1,810,397	(385,312)
<b>Expense</b>			
<b>Programs</b>			
Scholarships Awarded	177,490	246,573	69,083
Grants Awarded	46,645	169,302	122,656
Programs Sponsored	146,419	328,842	182,423
Student Success Initiatives	35,277	35,277	0
<b>Total Programs</b>	<u>405,831</u>	<u>779,994</u>	<u>374,163</u>
<b>Supporting Services</b>			
Management and General	26,639	9,953	(16,685)
Fundraising	84,545	134,995	50,450
Sponsorship Expense	2,850	3,972	1,122
<b>Total Supporting Services</b>	<u>114,033</u>	<u>148,920</u>	<u>34,887</u>
<b>Total Expense</b>	<u>519,864</u>	<u>928,914</u>	<u>409,050</u>
<b>Net Ordinary Income</b>	905,220	881,482	23,738
Other Income / Expenses			
<b>Net Other Income</b>	<u>\$905,220</u>	<u>\$881,482</u>	<u>\$23,738</u>



Contributions Report  
April 2017

Donors	Amount	Fund
Corporations Foundations	\$39,336 18,882	Bayer Foundation, College Prep Department, Deanna Shaygan Memorial, Energy Venture Scholarhsip, Golf, North Campus Baseball Program, Promise for their Future, San Jac Star Scholarship, Unrestricted,
Individuals	3,100	Leffie Mae Ramsey Energy Venture Scholarship, Jennifer Puryear
<b>Total Donation</b>	<u><u>61,318</u></u>	
<b>Employee Contributions</b>		
Various	-	NA
<b>Total Employee Contributions</b>	<u><u>-</u></u>	
<b>Total Contributions</b>	<u><u>\$61,318</u></u>	

# Foundation Audit – June 30, 2016

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.**  
(a Texas Nonprofit Corporation)

FINANCIAL STATEMENTS

JUNE 30, 2016

*(With Independent Auditor's Report Thereon)*

**Insight. Oversight. Foresight.<sup>SM</sup>**

 **DoerenMayhew**  
CPAs AND ADVISORS

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.  
(a Texas Nonprofit Corporation)**

**TABLE OF CONTENTS**

---

	<u>Page</u>
<b>INDEPENDENT AUDITOR’S REPORT</b> .....	1
<b>FINANCIAL STATEMENTS</b>	
Statement of Financial Position .....	3
Statement of Activities and Changes in Net Assets.....	4
Statement of Cash Flows .....	5
Notes to Financial Statements .....	6

## **INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
of **San Jacinto Community College Foundation, Inc.**

### **Report on the Financial Statements**

We have audited the accompanying financial statements of San Jacinto Community College Foundation, Inc. (the Foundation), which comprise the statement of financial position as of June 30, 2016 and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Foundation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of San Jacinto Community College Foundation, Inc. as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

**Emphasis-of-Matter - Restatement**

As described in Note 3 to the financial statements, the classification of net assets as of July 1, 2015 has been restated to properly reflect board-designated endowment amounts as unrestricted net assets, rather than permanently restricted net assets as previously reported. This restatement had no impact on total net assets as of July 1, 2015. Our opinion is not modified with respect to this matter.



Houston, Texas  
May 15, 2017



**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.**  
(a Texas Nonprofit Corporation)

**STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2016**

---

**Assets**

Cash and cash equivalents (Note 10)	\$ 1,352,781
Unconditional promises to give (Notes 4 and 10)	284,195
Investments (Notes 5 and 10)	<u>9,415,407</u>
Total assets	<u><u>\$ 11,052,383</u></u>

**Liabilities and Net Assets**

Liabilities:

Scholarships and programs payable (Note 6)	\$ <u>326,419</u>
Total liabilities	<u>326,419</u>

Net assets:

Unrestricted (Notes 7 and 8)	2,319,782
Temporarily restricted (Notes 7 and 8)	4,173,982
Permanently restricted (Notes 7 and 8)	<u>4,232,200</u>
Total net assets	<u>10,725,964</u>
Total liabilities and net assets	<u><u>\$ 11,052,383</u></u>

See accompanying notes to financial statements.

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.**  
(a Texas Nonprofit Corporation)

**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS  
YEAR ENDED JUNE 30, 2016**

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>Public support and revenues:</b>				
Contributions (Notes 8 and 9)	\$ 750,011	\$ 1,022,991	\$ 125,078	\$ 1,898,080
Special events	167,165	-	-	167,165
Interest and dividends	307,572	-	-	307,572
Net change in fair value of investments	184,560	149,066	-	333,626
Net assets released from restrictions (Note 7)	750,464	(800,464)	50,000	-
<b>Total public support and revenues</b>	<b>2,159,772</b>	<b>371,593</b>	<b>175,078</b>	<b>2,706,443</b>
<b>Expenses:</b>				
<b>Programs:</b>				
Student scholarships	311,280	-	-	311,280
Grants awarded	169,302	-	-	169,302
Student success initiatives	35,277	-	-	35,277
Programs sponsored	269,882	-	-	269,882
<b>Total programs</b>	<b>785,741</b>	<b>-</b>	<b>-</b>	<b>785,741</b>
<b>Supporting services:</b>				
Management and general (Note 9)	488,921	-	-	488,921
Fundraising	191,328	-	-	191,328
Sponsorship expenses	5,322	-	-	5,322
<b>Total supporting services</b>	<b>685,571</b>	<b>-</b>	<b>-</b>	<b>685,571</b>
<b>Total expenses</b>	<b>1,471,312</b>	<b>-</b>	<b>-</b>	<b>1,471,312</b>
<b>Change in net assets</b>	<b>688,460</b>	<b>371,593</b>	<b>175,078</b>	<b>1,235,131</b>
<b>Net assets, beginning of year, as restated (Note 3)</b>	<b>1,631,322</b>	<b>3,802,389</b>	<b>4,057,122</b>	<b>9,490,833</b>
<b>Net assets, end of year</b>	<b>\$ 2,319,782</b>	<b>\$ 4,173,982</b>	<b>\$ 4,232,200</b>	<b>\$ 10,725,964</b>

See accompanying notes to financial statements.

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.**  
(a Texas Nonprofit Corporation)

**STATEMENT OF CASH FLOWS  
YEAR ENDED JUNE 30, 2016**

---

Cash flows from operating activities:	
Change in net assets	\$ 1,235,131
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Net change in fair value of investments	(333,626)
Contributions permanently restricted	(125,078)
Increase in unconditional promises to give	(66,697)
Increase in scholarships and programs payable	<u>6,773</u>
Net cash provided by operating activities	<u>716,503</u>
Cash flows from investing activities:	
Purchases of investments	(6,427,838)
Sales of investments	<u>5,426,410</u>
Net cash used by investing activities	<u>(1,001,428)</u>
Cash flows from financing activities:	
Proceeds from contributions permanently restricted	<u>125,078</u>
Net decrease in cash and cash equivalents	(159,847)
Cash and cash equivalents, beginning of year	<u>1,512,628</u>
Cash and cash equivalents, end of year	<u><u>\$ 1,352,781</u></u>

See accompanying notes to financial statements.

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.  
(a Texas Nonprofit Corporation)**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2016**

---

**Note 1 - Description of Organization**

San Jacinto Community College Foundation, Inc. (the Foundation) was organized in the State of Texas on November 4, 1996 to function as a not-for-profit corporation. The duration of the Foundation is perpetual. The Foundation was established to raise private funds for the San Jacinto Community College District (the College) for charitable, scientific, literary, and educational purposes, which are to be administered by the Foundation solely for the benefit of the College, and to account for and enhance the value of funds submitted to it in support of the educational mission of the College.

The Foundation is supported by private gifts, bequests and donations from individuals and private organizations.

**Note 2 - Summary of Significant Accounting Policies**

Financial Statement Presentation

The Foundation reports information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Net assets, including endowment funds, and changes therein are classified and reported as follows:

1. Unrestricted net assets - net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purpose by action of the Board of Directors.
2. Temporarily restricted net assets - net assets subject to donor imposed stipulations that may or will be met either by action of the Foundation and/or passage of time.
3. Permanently restricted net assets - net assets subject to donor imposed stipulations that they be maintained permanently by the Foundation. Generally, the donors of these assets permit the Foundation to use all or part of the income earned on the related investments for specific or general purposes.

Public Support and Revenue

Contributions are generally available for unrestricted use unless specifically restricted by the donor. Unconditional promises to give are recorded as received. Unconditional promises to give that are due in the next year are recorded at their net realizable value. Unconditional promises to give that are due in subsequent years are discounted to estimate the present value of future cash flows, if material. An allowance of uncollectable promises is provided based on management's evaluation of potential uncollectable promises receivable at year end.

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.**  
(a Texas Nonprofit Corporation)

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2016**

---

**Note 2 - Summary of Significant Accounting Policies (Continued)**

Public Support and Revenue (Continued)

Grants and other contributions of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction and or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Certain donors have required that investment return (investment income and gains and losses) be restricted for specific purposes. Such amounts are reported as additions or reductions to temporarily restricted net assets.

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Cash and Cash Equivalents

The Foundation considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash equivalents held for investment purposes are classified as investments in the statement of financial position and are not considered cash equivalents for the purposes of the statement of cash flows.

Investments

Investments are recorded at fair value as described in Note 5. Investment income and realized and unrealized gain and losses from investment transactions are initially recorded as unrestricted, temporarily restricted, or permanently restricted, based on donor imposed restrictions, if any, and are reflected as net assets released from restrictions in the statement of activities to the extent amounts become available for use during the period. Realized gains and losses are determined using the specific identification method.

Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Expenses are charged directly to programs and supporting services based on specific identification. No indirect expenses have been allocated to programs.

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.  
(a Texas Nonprofit Corporation)**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2016**

---

**Note 2 - Summary of Significant Accounting Policies (Continued)**

Donated Services

The Foundation receives a significant amount of donated services from unpaid volunteers who assist in fundraising and special projects. No amounts have been recognized in the statement of activities because the criteria for recognition have not been satisfied.

Federal Income Tax

The Foundation is a non-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes pursuant to Section 501(a) of the Code. The Foundation is not classified as a private foundation.

GAAP requires the Foundation's management to evaluate tax positions taken by the Foundation and recognize a tax liability if the Foundation has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Foundation and has concluded that as of June 30, 2016 and 2015, there are no uncertain positions taken or expected to be taken that would require recognition or disclosure within the financial statements. The Foundation is subject to audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. Management believes that the Foundation is no longer subject to income tax examinations for years prior to 2012.

Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make certain estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Note 3 - Restatement**

Beginning net asset classifications as of July 1, 2015 were restated to properly reflect internal board-designations that function as an endowment. These amounts were previously reported as permanently restricted net assets, with the related unrealized and realized investment gain or loss reported as temporarily restricted net assets. The July 1, 2015 beginning net asset classifications have been restated to properly reflect these internal board-designations. This restatement resulted in an increase of \$402,319 in unrestricted net assets and a decrease of \$402,319 in permanently restricted net assets as of July 1, 2015. In addition, the balance associated with donor-endowed investment income decreased by \$173,771 as of July 1, 2015. This restatement had no impact on total net assets as of July 1, 2015.

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.  
(a Texas Nonprofit Corporation)**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2016**

---

**Note 4 - Unconditional Promises to Give**

Unconditional promises to give consist of the following at June 30, 2016:

Amounts to be collected within one year	\$ 184,195
Amounts to be collected one to five years	<u>100,000</u>
Unconditional promises to give	<u>\$ 284,195</u>

**Note 5 - Fair Values of Financial Instruments**

The Foundation has estimated the fair value of financial instruments in accordance with the requirements of fair value reporting. The Foundation utilizes observable market data when available, or models that utilize observable market data. In addition to market information, the Foundation incorporates transaction specific details that, in management's judgment, market participants would utilize in a fair value measurement.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). Inputs used in determining fair value are characterized using a hierarchy that prioritizes inputs depending on the degree to which they are observable. The three levels of the fair value hierarchy are as follows:

Level 1 - Quoted prices in active markets for identical investments.

Level 2 - Other significant observable inputs, including quoted prices for similar investments in active markets or in markets not considered to be active.

Level 3 - Inputs that are not observable from objective sources, including the Foundation's own assumptions in determining the fair value of investments.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value on a recurring basis at June 30, 2016. There have been no changes in the methodologies used at June 30, 2016 from June 30, 2015.

*Mutual and index funds:* Valued at the underlying price per unit, which approximates fair value based on the publicly quoted market price of these funds.

*Fixed income securities:* Valued based on pricing models that consider standard input factors such as observable market data and benchmark yields.

*Bank deposit account:* Valued at cost, which approximates fair value.

*Certificates of deposit:* Valued at carrying amount, which approximates fair value.

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.  
(a Texas Nonprofit Corporation)**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2016**

**Note 5 - Fair Values of Financial Instruments (Continued)**

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while management believes the valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables present the Foundation's fair value hierarchy for those assets measured at fair value on a recurring basis as of June 30, 2016:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Large value mutual fund	\$ 2,654,041	\$ -	\$ -	\$2,654,041
Mid-cap blend index fund	992,150	-	-	992,150
Fixed income securities:				
Government Sponsored				
Enterprises	-	3,005,383	-	3,005,383
Corporate	-	138,621	-	138,621
Bank deposit account	1,286,847	-	-	1,286,847
Certificates of deposit	<u>1,338,365</u>	<u>-</u>	<u>-</u>	<u>1,338,365</u>
 Total investments at fair value	 <u>\$ 6,271,403</u>	 <u>\$ 3,144,004</u>	 <u>\$ -</u>	 <u>\$9,415,407</u>

Investments are exposed to various risks, such as interest rate, market and credit. Due to the level of risk associated with certain investment securities and the level of uncertainty related to changes in the fair value of investment securities, it is a least reasonably possible that changes in risks in the near term could materially affect the net assets of the Foundation.

**Note 6 - Scholarships and Programs Payable**

Scholarships and programs payable consist of amounts awarded but not paid. The amounts payable of \$326,419 as of June 30, 2016 are expected to be paid within one year.

**Note 7 - Restrictions and Limitation on Use of Net Assets**

Unrestricted net assets of \$835,997 as of June 30, 2016 have been designated by the Board of Directors to function as an endowment for scholarships to be funded through the Promise for Their Future program.



**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.  
(a Texas Nonprofit Corporation)**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2016**

---

**Note 7 - Restrictions and Limitation on Use of Net Assets (Continued)**

Temporarily restricted net assets of \$4,173,982 as of June 30, 2016 were available primarily to fund scholarships. Net assets of \$750,464 were released from donor restrictions during the year ended June 30, 2016 by incurring expenses satisfying the purpose specified by donors and \$50,000 were reclassified to permanent restrictions as a result of designations revised by the donor.

Permanently restricted net assets of \$4,232,200 as of June 30, 2016 consist of perpetual endowment funds for scholarships.

**Note 8 - Endowment Funds**

The Foundation's endowments consist of both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. The classification of the net assets of these funds is based upon the existence or absence of donor imposed restrictions. The Board of Directors of the Foundation has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary.

As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment funds that are not classified as permanently restricted net assets is classified as temporarily restricted or unrestricted net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by the UPMIFA. In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor restricted endowment funds:

- The duration and preservation of the fund;
- The purposes of the Foundation and the donor-restricted endowment fund;
- General economic conditions;
- The possible effect of inflation and deflation;
- The expected total return from income and the appreciation of investments;
- Other resources of the Foundation; and
- The investment policies of the Foundation.

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.  
(a Texas Nonprofit Corporation)**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2016**

**Note 8 - Endowment Funds (Continued)**

Endowment funds assets consist of the following at June 30, 2016:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor restricted endowment funds	\$ 665,912	\$ 693,205	\$ 4,232,200	\$ 5,591,317
Board-designated endowment funds	<u>835,997</u>	<u>-</u>	<u>-</u>	<u>835,997</u>
Total endowment funds	<u>\$ 1,501,909</u>	<u>\$ 693,205</u>	<u>\$ 4,232,200</u>	<u>\$ 6,427,314</u>

The changes in the endowment funds for the year ended June 30, 2016 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, July 1, 2015, as restated	\$ 1,216,749	\$ 544,139	\$ 4,057,122	\$ 5,818,010
Investment return:				
Investment income	95,449	-	-	95,449
Net appreciation (realized and unrealized)	22,480	149,066	-	171,546
Contributions	-	-	125,078	125,078
Change in donor designations	-	-	50,000	50,000
Governing Board designations	221,985	-	-	221,985
Expenditures	<u>(54,754)</u>	<u>-</u>	<u>-</u>	<u>(54,754)</u>
Endowment net assets, June 30, 2016	<u>\$ 1,501,909</u>	<u>\$ 693,205</u>	<u>\$ 4,232,200</u>	<u>\$ 6,427,314</u>

The Foundation has adopted an investment and spending policy for endowment assets that attempts to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. The Foundation's spending and investment policies work together to achieve this objective. The investment policy establishes an achievable return objective through diversification of asset classes. Actual returns in any given year may vary from this amount. To satisfy its long term rate of return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on equity based investments to achieve its long-term objective within prudent risk constraints.

**SAN JACINTO COMMUNITY COLLEGE  
FOUNDATION, INC.  
(a Texas Nonprofit Corporation)**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2016**

---

**Note 8 - Endowment Funds (Continued)**

Over the long term, the Foundation expects its endowment assets to grow based on the current spending policy. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity for a specific term as well as to provide additional real growth through new gifts and investment returns.

**Note 9 - Related Party Transactions**

The College provides the Foundation with employees, professional services and office supplies at no charge. The College also provides office space to the Foundation at no charge. The donated services and facilities from the College for the year ended June 30, 2016 was \$477,677 and is included as contributions and as management and general expense in the statement of activities.

**Note 10 - Concentrations**

Contributions

Donor amounts that exceed 10% of total receivables or contributions are considered significant. At June 30, 2016, unconditional promises to give totaling \$250,000 are due from two donors and represents 88% of total unconditional promises to give at June 30, 2016.

Credit Risk

Certain financial instruments and cash potentially subject the Foundation to concentrations of credit risk. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in net values of investment securities will occur in the near term and that such change could materially affect the amounts recorded in the statement of financial position. As of June 30, 2016, the Foundation's cash deposits exceeded federal insured limits by \$115,410. Additionally, a depository account classified as an investment in the statement of financial position, exceeded federal insured limits by \$1,036,846 as of June 30, 2016. Management believes that the credit risk has been mitigated by the financial strength of the financial institutions in which the deposits are held.

**Note 11 - Subsequent Events**

Management has evaluated subsequent events through May 15, 2017, the date which the financial statements were available to be issued. Management has determined that no subsequent events require recognition or disclosure in these financial statements.

**\* \* \* End of Notes \* \* \***

## 2008 Capital Improvement Program

Report As of April 30, 2017

Project	Base Budget	Budget Adjustments	Current Budget	Executed Change Orders	Encumbered Funds	YTD Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>								
<b>North</b>								
2612 - NC Plant Chiller	14,225	1,626,427	1,640,652	-	784,630	793,695	62,327	96.20%
<b>Sub-total</b>	14,225	1,626,427	1,640,652	-	784,630	793,695	62,327	96.20%
<b>South</b>								
3601 - SC Softball Improvements	26,500	18,500	45,000	-	2,787	28,405	13,808	69.32%
<b>Sub-total</b>	26,500	18,500	45,000	-	2,787	28,405	13,808	69.32%
<b>District</b>								
720100 - Program Management	-	857,557	857,557	-	58,939	252,244	546,374	36.29%
726800 - Contingency	15,526,260	(7,411,866)	8,114,395	-	-	-	8,114,395	-
<b>Sub-total</b>	15,526,260	(6,554,309)	8,971,952	-	58,939	252,244	8,660,769	3.47%
<b>Projects Substantially Complete</b>								
2601 - NC Baseball Batting and Pitching	475,965	114,992	590,957	-	11,572	542,246	37,139	93.72%
6803 - Maritime Training Facility	18,000,000	9,086,621	27,086,621	248,293	157,617	26,870,088	58,916	99.78%
<b>Sub-total</b>	18,475,965	9,201,613	27,677,578	248,293	169,189	27,412,334	96,055	99.65%
<b>Projects Closed</b>								
1001 - CC Primary Service Retrofit	2,774,950	1,695,228	4,470,178	-	-	4,470,178	-	100.00%
1102 - CC In-Fill	47,572	1,148,648	1,196,220	-	-	1,196,220	-	100.00%
1109 - CC Maintenance & Police Bldg	3,560,360	2,702,048	6,262,408	-	-	6,262,408	-	100.00%
1202 - CC Davis Library	8,418,096	(155,756)	8,262,340	-	-	8,262,340	-	100.00%
1203 - CC Anders Gym	10,398,474	(10,288,751)	109,723	-	-	109,723	-	100.00%
1217 - CC Transportation Center Buildout	-	1,039,383	1,039,383	-	-	1,039,383	-	100.00%
1301 - CC Building 31 Renovation	-	497,887	497,887	-	-	497,887	-	100.00%
1817 - CC Transportation Center	17,333,267	2,998,752	20,332,019	(137,768)	-	20,332,019	-	100.00%
1818 - CC Industrial Tech Buildings	7,758,416	(3,727,679)	4,030,737	-	-	4,030,737	-	100.00%
1820 - CC Paving & Drainage	10,490,274	(913,895)	9,576,379	(207,575)	-	9,576,379	-	100.00%
1821 - CC Allied Health Addition	10,568,880	1,189,925	11,758,805	296,549	-	11,758,805	-	100.00%
1908 - CC Science Building	35,752,627	(148,641)	35,603,986	-	-	35,603,986	-	100.00%
1909 - CC Petrochem/Vo Tech Building	-	175,822	175,822	-	-	175,822	-	100.00%
2102 - NC In-Fill	23,086	835,842	858,928	-	-	858,928	-	100.00%
2201 - NC Lehr Library	2,022,600	11,807,000	13,829,600	-	-	13,829,600	-	100.00%
2202 - NC Nichols Gym	4,949,996	(4,931,379)	18,617	-	-	18,617	-	100.00%
2401 - NC Outdoor Lighting	13,472	785	14,257	-	-	14,257	-	100.00%
2402 - NC MET Infrastructure N Library	851,510	(792,067)	59,443	-	-	59,443	-	100.00%
2901 - NC Paving & Drainage	3,142,449	(435,395)	2,707,054	(15,714)	-	2,707,054	-	100.00%
2903 - NC Student Success Center	11,093,580	801,084	11,894,664	(499,063)	-	11,894,664	-	100.00%
2906 - NC Science & Allied Health	42,240,000	(6,014,982)	36,225,018	-	-	36,225,018	-	100.00%
3102 - SC In-Fill	23,086	947,381	970,467	-	-	970,467	-	100.00%
3201 - SC Parker Williams Library	2,449,600	369,372	2,818,972	-	-	2,818,972	-	100.00%
3202 - SC Smallwood Gym	6,919,331	(6,900,774)	18,557	-	-	18,557	-	100.00%
3401 - SC Traffic Signal Relocation	75,988	(25,773)	50,215	-	-	50,215	-	100.00%
3402 - SC Water and Electrical Upgrade	29,305	(5,044)	24,261	-	-	24,261	-	100.00%
3903 - SC Student Success Center	8,220,000	2,074,228	10,294,228	109,650	-	10,294,228	-	100.00%
3905/3911 - SC Paving & Drainage	2,747,068	7,891,993	10,639,061	-	-	10,639,061	-	100.00%
3906 - SC Mechanical Upgrades	1,252,855	(558,604)	694,251	(19,524)	-	694,251	-	100.00%
3907 - SC MEP Infrastructure	4,381,500	283,388	4,664,888	-	-	4,664,888	-	100.00%
*3908 - SC Primary Service at New Site	809,625	(809,625)	-	-	-	-	-	-
3909 - SC Science & Allied Health	53,868,525	(6,251,380)	47,617,145	-	-	47,617,145	-	100.00%
1828/2814/3817 - D DDC Network	2,190,750	318,314	2,509,064	-	-	2,509,064	-	100.00%
6003 - D Graphics	900,000	724,824	1,624,824	-	-	1,624,824	-	100.00%
6007 - D Furniture Consultant	335,000	(335,000)	-	-	-	-	-	-
6601 - Generation Park	200,000	-	212,577	-	-	212,577	-	100.00%
6602 - District Board Room Renovation	144,951	(5,517)	139,434	-	-	139,434	-	100.00%
6705 - Data Networking	3,100,000	(25,015)	3,074,985	-	-	3,074,985	-	100.00%
6902 - D Campus Mechanical Upgrades	1,869,857	518,564	2,388,421	(3,767)	-	2,388,421	-	100.00%
<b>Sub-total</b>	260,957,050	(4,292,232)	256,664,818	(477,212)	-	256,664,818	-	100.00%
<b>TOTALS</b>	<b>295,000,000</b>	<b>-</b>	<b>295,000,000</b>	<b>(228,919)</b>	<b>1,015,545</b>	<b>285,151,496</b>	<b>8,832,959</b>	<b>97.01%</b>

## 2015 Revenue Bond

As of April 30, 2017

Project	Base Budget	Budget Adjustments	Current Budget	Executed Change Orders	Encumbered Funds	YTD Expenditures	Remaining Balance	Percent of Budget Encumbered/Expensed
<b>North - CIT</b>								
North CIT - 904605-722909	47,591,645	-	47,591,645	-	1,770,114	39,873,437	5,948,094	87.50%
Contingency (726900)	2,408,355	-	2,408,355	-	-	-	2,408,355	-
<b>Sub-total</b>	50,000,000	-	50,000,000	-	1,770,114	39,873,437	8,356,449	83.29%

**2015 Bond - San Jac Tomorrow Capital Improvement Program**

Report as of April 30, 2017

Project	Base Budget	Budget Adjustments	Current Budget	Executed Change Orders	Encumbered Funds	YTD Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>								
1601 - CC Petrochemical Center	52,450,000	337,630	52,787,630	-	1,788,409	2,006,266	48,992,955	7.19%
1601A - CC Petrochem Process Plant	-	7,630,389	7,630,389	-	-	-	7,630,389	-
1601B - CC Petrochem Extended Site Development	-	7,946,009	7,946,009	-	-	-	7,946,009	-
1602 - CC Welcome Center	16,600,000	2,810,920	19,410,920	-	27,276	58,674	19,324,970	0.44%
1602A - CC Welcome Center Site Development	-	3,000,000	3,000,000	-	-	-	3,000,000	-
1603 - CC Class Room Building	47,155,000	(1,475,952)	45,679,049	-	44,300	26,650	45,608,099	0.16%
1604 - CC Central Data Closets	2,444,000	(76,497)	2,367,503	-	29,000	-	2,338,503	1.22%
1605 - CC Central Access Security	1,852,000	(578,768)	1,273,232	-	29,976	191	1,243,065	2.37%
1606 - CC Frels Demo	1,153,000	-	1,153,000	-	-	-	1,153,000	-
1607 - CC Davison Building Reno	14,970,000	(468,561)	14,501,439	-	-	-	14,501,439	-
1608 - CC McCollum Center Reno	24,685,000	(772,641)	23,912,359	-	-	-	23,912,359	-
1609 - CC McCollum North Reno	2,535,000	(79,346)	2,455,655	-	-	-	2,455,655	-
1610 - CC Ball Demo	1,725,000	-	1,725,000	-	-	-	1,725,000	-
1611 - CC Anderson Demo	2,654,000	(83,070)	2,570,930	-	-	-	2,570,930	-
1612 - CC Stadium and Track Demo	174,000	(5,446)	168,554	-	-	-	168,554	-
1613 - CC Central DDC Network	1,160,000	(36,308)	1,123,692	-	5,555	2,381	1,115,756	0.71%
1614 - CC Central Plant Upgrades	1,160,000	(36,308)	1,123,692	-	-	-	1,123,692	-
<b>Sub-total</b>	<b>170,717,000</b>	<b>18,112,052</b>	<b>188,829,052</b>	<b>-</b>	<b>1,924,516</b>	<b>2,094,162</b>	<b>184,810,374</b>	<b>2.13%</b>
<b>North</b>								
2601 - NC Cosmetology & Culinary Center	22,845,000	(715,048)	22,129,952	-	42,000	44,804	22,043,148	0.39%
2602 - NC North Data Closets	915,000	(28,640)	886,360	-	34,140	-	852,220	3.85%
2604 - NC Lehr Library Demo	650,000	(20,345)	629,655	-	95,080	4,544	530,031	15.82%
2605 - NC North Access/Security	877,000	93,950	970,950	-	22,482	190	948,278	2.34%
2606 - NC Wheeler Reno	14,300,000	(447,590)	13,852,410	-	-	-	13,852,410	-
2607 - NC Brightwell Reno	6,628,000	(207,456)	6,420,544	-	-	-	6,420,544	-
2608 - NC Spencer Reno	13,000,000	(406,900)	12,593,100	-	-	-	12,593,100	-
2609 - NC North DDC Network	580,000	(18,154)	561,846	-	2,800	1,200	557,846	0.71%
2610 - NC Underground Utility Tunnel	11,600,000	(6,100,000)	5,500,000	-	-	-	5,500,000	-
2612 - NC Uvalde Expansion	5,000,000	-	5,000,000	-	-	-	5,000,000	-
<b>Sub-total</b>	<b>76,395,000</b>	<b>(7,850,183)</b>	<b>68,544,817</b>	<b>-</b>	<b>196,502</b>	<b>50,738</b>	<b>68,297,577</b>	<b>0.36%</b>
<b>South</b>								
3601 - SC Engineering & Technology Center	28,400,000	(888,920)	27,511,080	-	37,393	72,985	27,400,702	0.40%
3602 - SC Cosmetology Center	16,213,000	(507,466)	15,705,534	-	26,315	40,307	15,638,912	0.42%
3603 - SC Longenecker Reno	22,555,000	(705,972)	21,849,028	-	48,787	13,044	21,787,197	0.28%
3604 - SC South Data Closets	765,000	(23,944)	741,056	-	20,140	-	720,916	2.72%
3605 - SC South Primary electrical Upgrade	5,800,000	(181,540)	5,618,460	-	-	-	5,618,460	-
3606 - SC South Access/ Security	599,000	214,250	813,250	-	18,735	191	794,324	2.33%
3607 - SC South HW/CW Relocation	10,266,000	(321,326)	9,944,674	-	-	-	9,944,674	-
3608 - SC South Sanitary Sewer Rehabilitation	1,160,000	(36,308)	1,123,692	-	-	-	1,123,692	-
3610 - SC Jones Reno	13,803,000	(432,034)	13,370,966	-	-	-	13,370,966	-
3611 - SC Bruce Student Center Reno	10,400,000	(325,520)	10,074,480	-	484,040	11,514	9,578,926	4.92%
3612 - SC HVAC Tech	312,000	2,000,000	2,312,000	-	4,300	-	2,307,700	0.19%
3613 - SC South DDC Network	580,000	(18,154)	561,846	-	3,500	1,500	556,846	0.89%
<b>Sub-total</b>	<b>110,853,000</b>	<b>(1,226,934)</b>	<b>109,626,066</b>	<b>-</b>	<b>643,210</b>	<b>139,541</b>	<b>108,843,315</b>	<b>0.71%</b>
<b>Maritime</b>								
6603 - MC Maritime Expansion	28,000,000	(13,000,000)	15,000,000	-	-	-	15,000,000	-
<b>Sub-total</b>	<b>28,000,000</b>	<b>(13,000,000)</b>	<b>15,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000,000</b>	<b>-</b>
<b>Admin</b>								
6602 - College Development	30,000,000	-	30,000,000	-	-	-	30,000,000	-
6604 - Dist Construction Studies	-	283,820	283,820	-	49,495	216,930	17,395	93.87%
6605 - Dist Access/Security	-	166,400	166,400	-	3,747	-	162,653	2.25%
720100 - Program Management	-	9,118,003	9,118,003	-	1,034,774	1,287,764	6,795,465	25.47%
736601 - Contingency	-	3,431,842	3,431,842	-	-	-	3,431,842	-
<b>Sub-total</b>	<b>30,000,000</b>	<b>13,000,065</b>	<b>43,000,065</b>	<b>-</b>	<b>1,088,016</b>	<b>1,504,694</b>	<b>40,407,355</b>	<b>6.03%</b>
<b>Projects Closed</b>								
2603 - NC Chiller Plant Replacement	1,450,000	(1,450,000)	-	-	-	-	-	-
2611 - NC 24 Acres Wetlands Mitigation	2,000,000	(2,000,000)	-	-	-	-	-	-
3609 - SC Fire House Expansion	5,585,000	(5,585,000)	-	-	-	-	-	-
<b>Sub-total</b>	<b>9,035,000</b>	<b>(9,035,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTALS</b>	<b>425,000,000</b>	<b>-</b>	<b>425,000,000</b>	<b>-</b>	<b>3,852,244</b>	<b>3,789,135</b>	<b>417,358,621</b>	<b>1.80%</b>

**2008 Bond Program  
Master Schedule**

ID	Task Name	Start	Finish	2008				2009				2010				2011				2012				2013				2014				2015				2016				2017				2018				2019			
				Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1								
1	<b>Central Campus</b>	Wed 6/4/08	Fri 1/3/20	[Blue bar spanning all quarters from 2008 to 2019]																																															
2	1820 - Paving & Drainage	Mon 12/1/08	Tue 11/1/11	[Black bar from Q3 2008 to Q3 2011]																																															
8	1817 - Transportation Center	Wed 6/4/08	Thu 7/26/12	[Black bar from Q3 2008 to Q3 2012]																																															
15	1818 - Industrial Technology II	Mon 2/1/10	Fri 6/7/13	[Black bar from Q1 2010 to Q3 2013]																																															
25	1109 - Maintenance/Police	Mon 6/6/11	Fri 10/10/14	[Black bar from Q3 2011 to Q3 2014]																																															
39	1301 - Building 31	Mon 6/6/11	Fri 6/6/14	[Black bar from Q3 2011 to Q3 2014]																																															
53	1821 - Allied Health	Sun 3/1/09	Wed 10/31/12	[Black bar from Q4 2008 to Q3 2012]																																															
67	1908 - Science Building	Wed 7/1/09	Fri 6/20/14	[Black bar from Q4 2008 to Q3 2014]																																															
84	1001 - Primary Service Retrofit	Mon 10/18/10	Fri 6/26/15	[Black bar from Q4 2010 to Q3 2015]																																															
94	1202 - Davis Library	Mon 1/9/12	Mon 4/20/15	[Black bar from Q1 2012 to Q3 2015]																																															
108	1203 - Anders Gym	Wed 9/21/16	Mon 3/11/19	[Purple bar from Q3 2016 to Q3 2019]																																															
121	1909 - Petrochemical Building	Mon 9/7/15	Fri 1/3/20	[Purple bar from Q3 2015 to Q3 2020]																																															
122	Programming	Mon 9/7/15	Fri 1/29/16	[Blue bar from Q3 2015 to Q3 2016]																																															
123	Design	Mon 2/1/16	Fri 4/21/17	[Blue bar from Q1 2016 to Q3 2017]																																															
124	Review & Award	Fri 7/29/16	Mon 6/5/17	[Purple bar from Q3 2016 to Q3 2017]																																															
125	SD Review	Fri 7/29/16	Fri 7/29/16	[Red diamond at Q3 2016]																																															
126	DD Review	Fri 11/25/16	Fri 11/25/16	[Red diamond at Q4 2016]																																															
127	75% Review	Fri 1/13/17	Fri 1/13/17	[Red diamond at Q1 2017]																																															
128	100% Review	Mon 4/24/17	Mon 4/24/17	[Red diamond at Q2 2017, labeled 4/24]																																															
129	GMP/Purchasing	Fri 5/19/17	Fri 5/19/17	[Red diamond at Q2 2017]																																															
130	Building Committee	Tue 5/23/17	Tue 5/23/17	[Red diamond at Q2 2017]																																															
131	Board Meeting	Mon 6/5/17	Mon 6/5/17	[Red diamond at Q3 2017]																																															
132	Construction	Tue 6/6/17	Fri 12/28/18	[Green bar from Q3 2017 to Q3 2018]																																															
133	FF&E	Mon 9/10/18	Fri 1/25/19	[Teal bar from Q4 2018 to Q1 2019]																																															
134	Close-out & Warranty	Mon 12/31/18	Fri 1/3/20	[Olive bar from Q4 2018 to Q1 2020]																																															
135	<b>North Campus</b>	Sun 6/1/08	Mon 3/11/19	[Green bar spanning all quarters from 2008 to 2019]																																															
136	2901 - Pavement & Drainage	Sun 6/1/08	Tue 1/25/11	[Black bar from Q4 2008 to Q3 2011]																																															
142	2903 - Student Success Center	Mon 2/2/09	Fri 1/4/13	[Black bar from Q1 2009 to Q3 2013]																																															
156	2906 - Science & Allied Health	Wed 7/1/09	Mon 12/2/13	[Black bar from Q3 2009 to Q3 2014]																																															
170	2201 - Lehr Library	Mon 6/3/13	Fri 2/3/17	[Black bar from Q3 2013 to Q3 2017]																																															
184	2202 - Nichols Gym	Wed 9/21/16	Mon 3/11/19	[Purple bar from Q3 2016 to Q3 2019]																																															
198	2909 - Center for Industrial Tech	Mon 7/7/14	Mon 2/26/18	[Black bar from Q3 2014 to Q3 2018]																																															
199	Programming	Mon 7/7/14	Fri 10/3/14	[Blue bar from Q3 2014 to Q3 2015]																																															
200	Design	Mon 10/6/14	Fri 11/13/15	[Blue bar from Q3 2014 to Q3 2016]																																															
201	Review & Award	Mon 10/6/14	Mon 2/1/16	[Purple bar from Q3 2014 to Q3 2016]																																															
202	SD Review	Mon 10/6/14	Mon 10/6/14	[Red diamond at Q3 2014]																																															
203	DD Review	Fri 2/20/15	Fri 2/20/15	[Red diamond at Q1 2015]																																															
204	75% Review	Fri 10/23/15	Fri 10/23/15	[Red diamond at Q4 2015]																																															
205	100% Review	Fri 11/13/15	Fri 11/13/15	[Red diamond at Q3 2016, labeled 11/13]																																															
206	GMP/Purchasing	Fri 1/15/16	Fri 1/15/16	[Red diamond at Q1 2016]																																															
207	Building Committee	Tue 1/26/16	Tue 1/26/16	[Red diamond at Q1 2016]																																															
208	Board Meeting	Mon 2/1/16	Mon 2/1/16	[Red diamond at Q2 2016]																																															
209	Construction	Fri 2/5/16	Fri 2/24/17	[Green bar from Q1 2016 to Q3 2017]																																															
210	FF&E	Mon 12/12/16	Fri 3/17/17	[Teal bar from Q4 2016 to Q1 2018]																																															
211	Close Out & Warranty	Mon 2/27/17	Mon 2/26/18	[Olive bar from Q1 2018 to Q3 2019]																																															
212	<b>South Campus</b>	Thu 1/1/09	Mon 3/11/19	[Red bar spanning all quarters from 2009 to 2019]																																															
213	3903 - Student Success Center	Mon 2/2/09	Fri 3/1/13	[Black bar from Q1 2009 to Q3 2013]																																															
227	3905 - Paving & Drainage	Sun 3/1/09	Fri 4/19/13	[Black bar from Q4 2008 to Q3 2013]																																															
240	3906 - Mechanical Upgrades	Thu 1/1/09	Wed 10/26/11	[Black bar from Q4 2008 to Q3 2011]																																															
246	3907 - MEP Infrastructure	Mon 3/1/10	Thu 5/2/13	[Black bar from Q1 2010 to Q3 2013]																																															
252	3909 - Science & Allied Health	Mon 6/29/09	Thu 6/5/14	[Black bar from Q3 2009 to Q3 2014]																																															
266	3201 - Parker Williams Library	Mon 1/9/12	Mon 3/2/15	[Black bar from Q1 2012 to Q3 2015]																																															
280	3202 - Smallwood Gym	Wed 9/21/16	Mon 3/11/19	[Purple bar from Q3 2016 to Q3 2019]																																															
294	<b>District</b>	Fri 8/1/08	Mon 8/22/16	[Yellow bar from Q3 2008 to Q3 2016]																																															

# 2015Bond-AECOMProgramSchedule050917 (2).mpp

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Timeline																							
							1st Quarter	3rd Quarter	1st Quarter	3rd Quarter	1st Quarter	3rd Quarter	1st Quarter	3rd Quarter	1st Quarter	3rd Quarter	1st Quarter	3rd Quarter	1st Quarter	3rd Quarter	1st Quarter	3rd Quarter	1st Quarter	3rd Quarter	1st Quarter	3rd Quarter	1st Quarter	3rd Quarter		
0	<b>2015 Bond Program Schedule</b>	<b>1305 days?</b>	<b>Wed 8/24/16</b>	<b>Tue 8/24/21</b>																										
1	<b>Central Campus</b>	<b>1288 days</b>	<b>Wed 8/24/16</b>	<b>Sun 8/1/21</b>																										
14	Welcome Center	544 days	Wed 3/1/17	Mon 4/1/19																										
3	Central Plant Upgrade	297 days	Fri 3/31/17	Mon 5/21/18																										
9	Stadium & Track Demolition	130 days	Fri 9/15/17	Thu 3/15/18																										
42	Bldg. 02-Early College HS	360 days	Thu 3/15/18	Wed 7/31/19																										
20	Davison Bldg. Renovation	489 days	Thu 5/17/18	Tue 3/31/20																										
48	McCullum Center Section Renovation	520 days	Fri 6/1/18	Thu 5/28/20																										
26	Anderson Demolition	240 days	Mon 12/24/18	Fri 11/22/19																										
31	Ball Demolition	240 days	Mon 12/24/18	Fri 11/22/19																										
2	<b>Petro-Chem Move In Completion</b>	<b>1 day</b>	<b>Tue 1/1/19</b>	<b>Tue 1/1/19</b>																										
36	Classroom Building	560 days	Mon 6/10/19	Fri 7/30/21																										
54	McCullum North Wing Renovation	260 days	Fri 10/4/19	Thu 10/1/20																										
60	Frels Demolition	240 days	Mon 8/31/20	Fri 7/30/21																										
101	<b>South Campus (pending final campus site plan)</b>	<b>1305 days?</b>	<b>Wed 8/24/16</b>	<b>Tue 8/24/21</b>																										
151	Expansion of Building 23 (HVAC Tech)	1 day?	Wed 8/24/16	Wed 8/24/16																										
129	Cosmetology Center	596 days	Fri 11/25/16	Fri 3/8/19																										
102	Bruce Student Center Renovation (Phase I)	163 days	Tue 12/13/16	Thu 7/27/17																										
123	Engineering & Technology Center	598 days	Wed 1/25/17	Fri 5/10/19																										
116	HVAC Tech Renovation	370 days	Mon 4/24/17	Fri 9/21/18																										
157	Primary Electrical Service Upgrade	295 days	Mon 4/24/17	Fri 6/8/18																										
163	HW/CW Piping Replacement	432 days	Wed 4/26/17	Thu 12/20/18																										
169	Sanitary Sewer Rehabilitation	265 days	Mon 6/19/17	Fri 6/22/18																										
135	Longenecker Building Renovation (Phase I)	430 days	Mon 10/23/17	Fri 6/14/19																										
141	Longenecker Building Renovation (Phase II)	245 days	Mon 3/25/19	Fri 2/28/20																										
145	Jones Bulding Renovation	510 days	Tue 9/3/19	Mon 8/16/21																										
110	Bruce Student Center Renovation (Phase II)	510 days	Wed 9/11/19	Tue 8/24/21																										
65	<b>North Campus (pending final campus site plan)</b>	<b>1256 days</b>	<b>Tue 11/1/16</b>	<b>Tue 8/24/21</b>																										
71	Cosmetology/Culinary Center	672 days	Tue 11/1/16	Wed 5/29/19																										
77	Underground Utility Tunnel Renovation	478 days	Wed 3/1/17	Fri 12/28/18																										
66	Lehr Library Demolition	135 days	Mon 3/13/17	Fri 9/15/17																										
83	Spencer Building Renovation	505 days	Wed 11/1/17	Tue 10/8/19																										
89	Brightwell Building Renovation	505 days	Wed 10/3/18	Tue 9/8/20																										
95	Wheeler Building Renovation	525 days	Wed 8/21/19	Tue 8/24/21																										
175	<b>Campus Wide Projects</b>	<b>1212 days?</b>	<b>Mon 1/2/17</b>	<b>Tue 8/24/21</b>																										
176	DDC Network (Campus Wide Package #1)	306 days	Mon 1/2/17	Mon 3/5/18																										
184	Data Closets (Campus Wide Package #1)	334 days	Wed 1/25/17	Mon 5/7/18																										
182	Access/Security (Campus Wide)	140 days	Mon 5/1/17	Fri 11/10/17																										
190																														

Project: 2015 Bond Program Schedule  
Date: Mon 5/22/17

Task		Inactive Milestone		Start-only		Path Driving Predecessor Summary Task
Split		Inactive Summary		Finish-only		Path Driving Predecessor Normal Task
Milestone		Manual Task		External Tasks		Progress
Summary		Duration-only		External Milestone		Manual Progress
Project Summary		Manual Summary Rollup		Deadline		
Inactive Task		Manual Summary		Path Driving Predecessor Milestone Task		



## Repair and Renovation

Report As of April 30, 2017

Project	Base Budget	Budget Adjustments	Current Budget	Executed Change Orders	Encumbered Funds	FY15-16 Expenditures	FY17 Expenditures	Total Expenditures	Moved to Construction in Process	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>											
F16035 - CC C32 Concrete pad	10,898	-	10,898	-	10,898	-	-	-	-	-	100.00%
F16097 - CC - C11 Tier 1 Upgrades	42,257	-	42,257	-	42,167	-	-	-	-	90	99.79%
F16106 - CC C30.115 Dual Projection	15,362	-	15,362	-	15,362	-	-	-	-	-	100.00%
F17001 - CC Misc. R&R at Central Campus	5,000	15,000	20,000	-	4,660	-	-	-	-	15,340	23.30%
F17022 - CC Projection Upgrades	6,783	-	6,783	-	6,783	-	-	-	-	-	100.00%
F17028 - CC C17 Anderson Bldg Humidity	14,420	18,540	32,960	-	18,540	-	-	-	-	14,420	56.25%
F17033 - CC C30.109/120 AV upgrade	10,301	-	10,301	-	7,080	-	-	-	-	3,221	68.73%
F17038 - CC C3 & C14 Card Readers	10,868	-	10,868	-	-	-	-	-	-	10,868	-
F17039 - CC C34.116 Additional Outlets/panel	10,913	-	10,913	-	10,913	-	-	-	-	-	100.00%
F17043 - CC Life Cycle	99,856	-	99,856	-	-	-	-	-	-	99,856	-
F17044 - CC C16.101 Gas Line	6,840	-	6,840	-	6,840	-	-	-	-	-	100.00%
F17056 - CC C16.104 Tier 1 upgrade	11,750	-	11,750	-	11,750	-	-	-	-	-	100.00%
F17057 - CC C14.200/240 Conference Rooms	17,139	-	17,139	-	17,139	-	-	-	-	-	100.00%
<b>Sub-total</b>	<b>262,387</b>	<b>33,540</b>	<b>295,927</b>	<b>-</b>	<b>152,132</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>143,795</b>	<b>51.41%</b>
<b>North</b>											
F17002 - NC Misc. R&R at North Campus	5,000	15,000	20,000	-	4,288	-	-	-	-	15,712	21.44%
F17035 - NC N12 Fire alarm	55,448	-	55,448	-	55,448	-	-	-	-	-	100.00%
F17041 - NC Life Cycle	48,683	-	48,683	-	48,683	-	-	-	-	-	100.00%
<b>Sub-total</b>	<b>109,131</b>	<b>15,000</b>	<b>124,131</b>	<b>-</b>	<b>108,419</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,712</b>	<b>87.34%</b>
<b>South</b>											
F16098 - S8.2014 Tier 1 Upgrade	22,593	-	22,593	-	10,481	-	12,112	12,112	-	-	100.00%
F16099 - SC S8.1062 Tier 1 Upgrade	12,872	-	12,872	-	10,625	-	2,247	2,247	-	-	100.00%
F17003 - SC Misc. R&R at South Campus	5,000	15,000	20,000	-	-	-	2,325	2,325	-	17,675	11.63%
F17011 - SC AECOM Build-out	20,000	17,949	37,949	-	27,007	-	10,942	10,942	-	-	100.00%
F17015 - SC S6.160 Demountable door	2,721	-	2,721	-	-	-	444	444	-	2,277	16.32%
F17046 - SC S1 Occupational Therapy Prog	48,676	-	48,676	-	48,676	-	-	-	-	-	100.00%
<b>Sub-total</b>	<b>111,862</b>	<b>32,949</b>	<b>144,811</b>	<b>-</b>	<b>96,789</b>	<b>-</b>	<b>28,070</b>	<b>28,070</b>	<b>-</b>	<b>19,952</b>	<b>86.22%</b>
<b>District</b>											
F17004 - Dist Misc. at the College Admin Bldg.	5,000	1,704	6,704	-	4,363	-	2,081	2,081	-	260	96.12%
F17005 - Dist Misc. Furniture Storage All Campuses	5,000	-	5,000	-	-	-	706	706	-	4,294	14.12%
F17008 - Dist A1. ADA Design Services	20,360	-	20,360	-	15,650	-	4,710	4,710	-	-	100.00%
F17009 - Dist FI Furniture moves	5,000	-	5,000	-	-	-	2,905	2,905	-	2,095	58.10%
F17029 - Dist - A1 Landscaping	30,891	-	30,891	-	-	-	-	-	-	30,891	-
F17031 - Dist A.1 RR Noise Abatement	9,623	-	9,623	-	-	-	9,623	9,623	-	-	100.00%
F17040 - Dist A2.208 Purchasing	7,299	-	7,299	-	5,409	-	1,890	1,890	-	-	100.00%
F17045 - Dist Reconfigure A2.122i	1,246	1,246	2,492	-	1,246	-	-	-	-	1,246	50.00%
F17062 - Dist A1.203b IT upgrade	6,952	-	6,952	-	6,952	-	-	-	-	-	100.00%
<b>Sub-total</b>	<b>91,371</b>	<b>2,950</b>	<b>94,321</b>	<b>-</b>	<b>33,620</b>	<b>-</b>	<b>21,915</b>	<b>21,915</b>	<b>-</b>	<b>38,786</b>	<b>58.88%</b>
<b>Contingency (720700)</b>											
	1,070,684	(754,641)	316,043	-	-	-	-	-	-	316,043	-
<b>Sub-total</b>	<b>1,070,684</b>	<b>(754,641)</b>	<b>316,043</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>316,043</b>	<b>-</b>
<b>Projects Closed</b>											
F16067 - CC Tank Storage Roof	4,638	-	4,638	-	-	-	4,638	4,638	-	-	100.00%
F17014 - CC C30.110 Drill Press	4,137	-	4,137	-	-	-	4,137	4,137	-	-	100.00%
F17016 - CC C1.129 Redesign	11,646	404	12,050	-	-	-	12,050	12,050	-	-	100.00%
F17018 - CC Vet Center Window Film	813	-	813	-	-	-	813	813	-	-	100.00%
F17021 - CC C3.150/152 Renovation	35,845	943	36,788	-	-	-	36,788	36,788	-	-	100.00%
F17026 - CC C3.116 Family Restroom	2,961	-	2,961	-	-	-	2,961	2,961	-	-	100.00%
F16089 - NC N10.149 Renovation	7,179	-	7,179	-	-	-	7,179	7,179	-	-	100.00%
F17006 - NC N1.122 & 147 Lighting	2,578	-	2,578	-	-	-	2,578	2,578	-	-	100.00%
F17012 - NC N10.252 Electrical and AV/Data	1,903	-	1,903	-	-	-	1,903	1,903	-	-	100.00%
F17013 - NC N10.230 Electrical and AV/Data	5,616	-	5,616	-	-	-	5,616	5,616	-	-	100.00%
F17023 - NC N9 FMG Window Film	1,100	405	1,505	-	-	-	1,505	1,505	-	-	100.00%
F17025 - SC S.1 Emergency Power Rev	31,031	-	31,031	-	-	-	31,031	31,031	-	-	100.00%
F17007 - DIST A1.105 Power Whips	2,140	-	2,140	-	-	-	2,140	2,140	-	-	100.00%
F17027 - Dist Maritime Family RR	20,110	-	20,110	-	-	-	20,110	20,110	-	-	100.00%
F16081 - Dist A1.114 Renovation for OGM	195,710	(4,914)	190,796	-	-	186,251	4,545	190,796	84,811	-	100.00%
<b>Sub-total</b>	<b>327,407</b>	<b>(3,162)</b>	<b>324,245</b>	<b>-</b>	<b>-</b>	<b>186,251</b>	<b>137,994</b>	<b>324,245</b>	<b>84,811</b>	<b>-</b>	<b>100.00%</b>
<b>TOTALS</b>	<b>1,972,842</b>	<b>(673,364)</b>	<b>1,299,478</b>	<b>-</b>	<b>390,960</b>	<b>186,251</b>	<b>187,979</b>	<b>374,230</b>	<b>84,811</b>	<b>534,288</b>	<b>58.88%</b>

# R&R Project Schedule

Mon 5/22/17 11:32 AM

ID	Task Name	Duration	Start	Finish	Text1	
1	F17064 N.10.113 CR Reno	1 day	Mon 4/10/17	Mon 4/10/17	Not Approved	
2	F17065 N.10.123 CR Reno	1 day	Mon 4/10/17	Mon 4/10/17	Not Approved	
3	F17050 N BB Fence	1 day	Wed 2/22/17	Wed 2/22/17	Not Approved	
4	F17051 N BB Ump DR	1 day	Wed 2/22/17	Wed 2/22/17	Not Approved	
5	F17034 N.12.205 PD FFE	1 day	Mon 12/12/16	Mon 12/12/16	Not Approved	
6	F17069 S LS FFE	1 day	Thu 4/27/17	Thu 4/27/17	Not Approved	
7	F17052 S Training Fix	1 day	Wed 2/22/17	Wed 2/22/17	Not Approved	
8	F17068 A.2.204 EM Office	1 day	Thu 4/27/17	Thu 4/27/17	Not Approved	
9						
10	F17028 C.17 HVAC Humidity	99 days	Mon 1/16/17	Thu 6/1/17	Approved	
11	F17035 N.12 Fire Alarm	99 days	Mon 1/16/17	Thu 6/1/17	Approved	
12	F17008 A.1 ADA RR 1	99 days	Mon 1/16/17	Thu 6/1/17	Approved	
13	F17031 A.1 ADA RR 2	99 days	Mon 1/16/17	Thu 6/1/17	Approved	
14	F17040 A.2.208 Off Reno	99 days	Mon 1/16/17	Thu 6/1/17	Approved	
15	F17029 A.1 Landscape	99 days	Mon 1/16/17	Thu 6/1/17	Approved	
16	F17024 A.1 Bike Rack	99 days	Mon 1/16/17	Thu 6/1/17	Approved	
17	F17046 S.1 CR Reno	99 days	Mon 3/20/17	Thu 8/3/17	Approved	
18	F17042 C.11 Elevator Repair	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
19	F17043 C LS FFE	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
20	F17057 C.14.200/204 AV	99 days	Mon 4/17/17	Thu 8/31/17	Approved	

Project: R&R Project Schedule 0  
Date: Mon 5/22/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# R&R Project Schedule

Mon 5/22/17 11:32 AM

ID	Task Name	Duration	Start	Finish	Text1	
21	F16097 C.11 (3) CR	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
22	F17056 C.16.104 Tier I	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
23	F16035 C.32 Slab	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
24	F16106 C.30.115 Tier I	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
25	F17044 C.16.101 Nat Gas	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
26	F17033 C.30.109 Elec	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
27	F17022 C.26 Elec	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
28	F17039 C.34.116 Elec	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
29	F17038 C.3/C.14 Card Access	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
30	F17041 N LS FFE	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
31	F17062 A.1.203 AV	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
32	F17045 A.2.112i Off Reno	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
33	F17054 A.1 HVAC Engr	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
34	F17053 A.1 Parking LED	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
35	F17055 A.1.210 Blinds	99 days	Mon 4/17/17	Thu 8/31/17	Approved	
36	F17001 C Misc	164 days	Mon 1/16/17	Thu 8/31/17	Approved	
37	F17002 N Misc	164 days	Mon 1/16/17	Thu 8/31/17	Approved	
38	F17003 S Misc	164 days	Mon 1/16/17	Thu 8/31/17	Approved	
39	F17004 A Misc	164 days	Mon 1/16/17	Thu 8/31/17	Approved	
40	F17005 A Misc Storage	256 days	Thu 9/8/16	Thu 8/31/17	Approved	

Project: R&R Project Schedule 0  
Date: Mon 5/22/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# R&R Project Schedule

Mon 5/22/17 11:32 AM

ID	Task Name	Duration	Start	Finish	Text1	
41	<New Task>					
42	F16089 N.10.149 FMG FFE	98 days	Thu 9/1/16	Mon 1/16/17	Completed	
43	F17012 N.10.252 Elec	9 days	Thu 9/22/16	Tue 10/4/16	Completed	
44	F17013 N.10.230 Elec	9 days	Thu 9/22/16	Tue 10/4/16	Completed	
45	F17015 S.6.160 Door	23 days	Fri 9/23/16	Tue 10/25/16	Completed	
46	F16098 S.8.2014 Tier I	66 days	Mon 1/16/17	Mon 4/17/17	Completed	
47	F16099 S.8.1062 Tier I	66 days	Mon 1/16/17	Mon 4/17/17	Completed	
48	F17016 C.1.129 Uni Ctr	61 days	Mon 1/16/17	Mon 4/10/17	Completed	
49	F17018 C.1.154 Window Film	12 days	Mon 1/16/17	Tue 1/31/17	Completed	
50	F17021 C.3.152 Adjunct Space	12 days	Mon 1/16/17	Tue 1/31/17	Completed	
51	F17026 C.3.116 Fam RR	22 days	Mon 1/16/17	Tue 2/14/17	Completed	
52	F17006 N.1.122 Ligh Dim	32 days	Mon 1/16/17	Tue 2/28/17	Completed	
53	F17023 N.9.100 Window Film	12 days	Mon 1/16/17	Tue 1/31/17	Completed	
54	F17011 S.8.2002 AECOM	61 days	Mon 1/16/17	Mon 4/10/17	Completed	
55	F17025 S.1 HVAC Controls	54 days	Mon 1/16/17	Thu 3/30/17	Completed	
56	F17027 M.211 Fam RR	32 days	Mon 1/16/17	Tue 2/28/17	Completed	

Project: R&R Project Schedule 0  
Date: Mon 5/22/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

**SAN JACINTO COLLEGE DISTRICT**  
**Building Committee Meeting**  
**May 23, 2017**

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

Members Absent: None

Others Trustees Present: None

Others Present: James Braswell, Bill Dowell, Ken English (AECOM), Jessica Garcia, Allatia Harris, Mike Harris, Joseph Hebert, Brenda Hellyer, Bryan Jones, Angela Klaus, Ann Kokx-Templett, Chet Lewis, Janet Slocum

- I. The meeting was called to order at 4:03 p.m. by committee chair, Marie Flickinger.
- II. Roll Call of Committee Members by Marie Flickinger
  - a. Dan Mims, present.
  - b. Brad Hance, present.
  - c. Keith Sinor, present.
  - d. Other Trustees present: None
- III. Approval of Minutes from the March 21, 2017 Building Committee Meeting
  - a. Marie Flickinger presented the minutes of the March 21, 2017 Building Committee meeting. A motion was made by Keith Sinor to accept the minutes as presented. This was seconded by Brad Hance. The minutes were approved as presented.
- IV. Recommended Projects and Delivery Methods which will provide the best value to the College (Bond and Operating Funds)
  - a. Consideration of Approval of Method of Procurement and Design Services for the Central Campus Welcome Center Extended Site Development and Central Campus Central Plant Upgrades
    - i. This request provides for approval of the Competitive Sealed Proposal (CSP) method for construction work and approval of ACR Engineering (ACR Engineering, Inc) to provide engineering design services for the Central Campus Welcome Center Extended Site Development project.
    - ii. Additionally, approval was requested for the Competitive Sealed Proposal method for the Central Campus Central Plant Upgrade project and the selection of ACR Engineering to provide engineering design services.
    - iii. The site utilities need to be modified to support construction of the new Central Campus Welcome Center.
  - b. Consideration of Approval of a Contract for Engineering Services for North Campus Utility Tunnel Upgrades
    - i. This request is for ACR Engineering to complete the design and engineering work for the renovation of the utility tunnel. This would also extend utility services to the possible Cosmetology and Culinary building site located where the old Lehr Library exists currently, should that site be selected. Construction funding will not be committed before the new site location is identified.

- c. Consideration of Approval to Contract for North Campus Library Demolition
  - i. This action requests approval of the recommended firm, JTB Services, to demolish the building and clear the former building site. The proposal came in under budget.
  - ii. Ken English noted that although a final report for the geotechnical study has not been completed, nothing in the preliminary information would prohibit rebuilding on this site for future projects. A final report will be presented (anticipated at next meeting) to the Committee for further discussion and review.
- d. Consideration of Approval of a Contract for Architectural Services for South Campus Center for Engineering and Technology
  - i. This request provides for consideration to approve the architect for design of the Engineering and Technology building. Kirksey Architects was recommended as the most qualified architect from the approved pool of firms.
- e. Consideration of Approval of a Contract for Direct Digital Controls Network Upgrades, Package I
  - i. This request provides funding approval for a project to improve the energy management system across all campuses of the College. This will be a phased project, similar to that project carried out in the 2008 Bond Program. The proposed vendor is Siemens.
- f. Consideration of Approval of Additional Funds for Repair of HVAC Chiller at the South Campus
  - i. Chiller Number 4 experienced an internal catastrophic failure. The unit is 16 years old. This proposed expenditure will provide for the overhaul of the chiller compressor, motor and associated equipment. Additionally, the purchase will include an extended warranty. The proposed overhaul would extend the life of the unit for another 10 – 15 years.

Reports (reviewed and distributed in handout packet)

- f. Bond project financial, schedule and status reports are provided in the booklets for individual review.

#### V. Project Updates

- a. North Campus - Chiller Replacement
  - i. The North Campus Chiller Replacement project was substantially completed over Spring Break. The chiller system is working as intended. The cooling tower system is to be cleaned beginning next week.
- b. Maritime Technology and Training Center
  - i. All revisions to the Maritime Technology and Training Center have been completed.
- c. North Campus - Center for Industrial Technology
  - i. This building was placed in service following Spring Break. We are working

now on Testing and Air Balancing the HVAC systems. Systems commissioning will begin this week. We are also working on correcting Punch List items.

- ii. We are researching costs and necessary modifications for re-purposing the Logistics space into a Pipefitting Lab. Brenda indicated this was a retrofit that is needed based on workforce needs.
  
- d. Central Campus – Center for Petrochemical, Energy, & Technology
  - i. The project is moving well. The bid package is scheduled to be released June 6<sup>th</sup> for development of the GMP. We anticipate having the GMP package for the Building Committee to review in July, barring substantial budget differences.
  
- e. Standards Consolidation
  - i. We are assuring all standards are current and consistent before presenting to the design consultants being used for the 2015 Bond Program.
  
- f. Central Campus - Stadium & Track Demolition
  - i. This will be a piece of the Welcome Center Extended Site Development project and more information will be provided at Building Committee meetings in the coming months.
  
- g. Direct Digital Control (DDC) Network Upgrades
  - i. Information previously presented with the Board action item.
  
- h. Central Campus – Central Plant
  - i. Information previously presented with the Board action item.
  
- i. North Campus- Cosmetology & Culinary Center
  - i. Architectural programming is progressing well.
  
- j. North Campus- Former Lehr Library Demolition
  - ii. Information previously presented with the Board action item.
  
- k. North Campus - Underground Utility Tunnel Renovations
  - i. Information previously presented with the Board action item.
  
- l. South Campus - Cosmetology
  - i. Architectural programming is progressing well.
  
- m. South Campus Longenecker Renovation
  - i. We are working on the Early College High School program in addition to the general building renovation plan.
  
- n. South Campus - Bruce Student Center
  - i. The Bruce Student Center Phase I demolition has concluded and construction will begin soon. This project is working as planned with some issues requiring resolution, as noted in city building inspections.
  
- o. South Campus – HVAC Tech Renovation
  - i. As noted in the March 2017 Building Committee meeting, this project has

Building Committee Minutes

May 23, 2017

Page 4

changed. The old auto body & painting building will be repurposed into an HVAC Technology building.

VI. Adjournment – The meeting was adjourned at 4:53 p.m.



**San Jacinto College District**  
**Finance Committee Meeting Minutes**  
**May 23, 2017**

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

Members Absent: None

Other Trustees Present: None

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

- I. The meeting was called to order at 5:03 p.m. by Dr. Ruede Wheeler, Committee Chairman. Roll call of Committee members was taken.
  - Dan Mims, present.
  - John Moon, present.
  - Larry Wilson, present.
  
- II. Approval of Minutes from the March 21, 2017, Finance Committee Meeting
  - Ruede Wheeler presented the minutes from the March 21, 2017, Finance Committee Meeting. A motion was made by Larry Wilson, seconded by John Moon, to accept the minutes as presented.
  
- III. Review and Discuss Internal Audit Follow-Up Assessment and Audits
  - Linda Torres, Director of Internal Audit, reviewed and discussed the Small Business Development Center Departmental Audit and the Meningitis Vaccination Compliance Audit.
  - Small Business Development Center (SBDC) Departmental Audit
    - i. Leave forms for at least two fiscal years were not consistently submitted to the Payroll Department, resulting in employees not utilizing leave balances for time taken off. Internal Audit recommended that an independent reconciliation of leave time should be performed monthly, to include documented confirmations of leave time taken for each month.
    - ii. There is a lack of documented departmental procedures for the department. It is recommended SBDC develop and maintain a written procedures manual.
    - iii. The backup copies of SBDC grant performance reports are stored on the local C: drive of an administrative employee's computer. It is recommended that SBDC store pertinent data on backed-up College server drives such as the G: drive.
    - iv. Some employees have access to Banner applications that do not appear to align with their job duties. It is recommended that Banner access be reviewed to include only forms necessary to perform normal job functions.
    - v. SBDC did not meet two out of six key performance measures defined by FY 2016 grant agreements. It is recommended that SBDC continue to focus on meeting key performance measures as defined by the grant agreements.

Dr. Hellyer explained to the committee that the SBDC consults small businesses and assists them with getting loans. The department is funded from two separate sources; 50% of funding is through the College and 50% is through a sub-recipient partnership with the University of Houston.
  - Meningitis Vaccination Compliance Audit

- i. Ms. Torres explained the audit was performed to ensure the College was in compliance with the Texas Education Code statute requiring student Meningitis vaccinations.
- ii. It was noted that 27 out of 29,828 students in the population were incorrectly flagged as “age exempt”
- iii. Selections from a sample selected noted that 4 students out of 107 sampled had no documentation on file (2 had a Banner record indicating a vaccination status, 2 had no vaccination status); and additional 4 students out of 107 sampled had expired waivers on file.
- iv. Records Management will work with Information Technology Services (ITS) to create a report to identify students with any issues identified in the audit. It is the hope that a continued audit of these issues can be combined into one report, such as an Argos report, to make review of the data issues easier to process on a regular basis. It is the thought at this time that the report will be reviewed weekly to quickly identify problems and get them resolved.
- v. Dr. Hellyer explained to the committee that beginning in the fall 2017 the College will develop a pilot program that will include the Meningitis vaccination cost in the fees charged to the students. A healthcare contractor will administer the immunization on site to those students needing the vaccination.

IV. Review and Discuss Board of Trustees Bylaws Revisions

- Dr. Hellyer shared and reviewed the revisions to the Board of Trustees Bylaws. The copy of the bylaws with the “track changes” indicated recommendations and/or changes made by both legal and the College administrators. Some changes were then altered accordingly to align with the College’s philosophy.
- These bylaws will be an action item on the June 5, 2017, Board of Trustees agenda.

V. Review and Discuss Delinquent Tax Attorney for Chambers County Only

- Mr. Lewis informed the committee of Chambers County’s request to have documentation signed for delinquent tax collection related to a single parcel of property. The College has a portion of a property near the Houston Yacht Club that generates about \$1,200 a year in tax revenue with an estimated value of approximately \$600,000. It was noted that Daniel Snooks is the College’s contracted delinquent tax attorney and will continue to provide these service related to the noted property in Chambers County and no action is necessary at this time.

VI. Adjourned at 5:31 p.m.

**Action Item "X"**  
**Regular Board Meeting June 5, 2017**  
**Oath of Office Administered to Recently Elected Trustees**

**ADMINISTRATION RECOMMENDATION/REPORT**

No administrative recommendation required. The Oath of Office will be administered to re-elected Trustee Dr. Ruede Wheeler for Trustee Position Two (2) and newly elected Trustee Mrs. Erica Davis Rouse for Trustee Positions One (1).

**BACKGROUND**

In accordance with Texas Election Code Section 3.004(b), the Board of Trustees, on January 30, 2017, authorized the execution of an Order for Election of San Jacinto Community College District Trustees for a six-year term for Trustee Position One (1) and Trustee Position Two (2). The election was scheduled to be held on May 6, 2017, with candidates filing from January 18, 2017 through February 17, 2017. The eligible candidates who filed for Position 1 were Mr. Rick Guerrero and Mrs. Erica Davis Rouse and for Position 2 was incumbent Dr. Ruede Wheeler.

The election occurred on May 6, 2017. On May 17, 2017, a special Board meeting was held whereby the Board of Trustees, approved an Order Canvassing returns and declaring results of the election. Mrs. Erica Davis Rouse was declared the winner for Trustee Position One (1) and incumbent Dr. Ruede Wheeler retained Trustee Position Two (2).

The candidates will be sworn into their elected positions on, June 5, 2017, which is after the official canvassing date.

**BUDGET INFORMATION**

None

**MONITORING AND REPORTING TIMELINE**

None

**ATTACHMENTS**

Each new trustee will complete the following:

- Attachment 1 – Statement of Elected/Appointed Officer, Erica Davis Rouse
- Attachment 2 – Statement of Elected/Appointed Officer, Ruede M. Wheeler
- Attachment 3 – Oath of Office, Erica Davis Rouse
- Attachment 4 – Oath of Office, Ruede M. Wheeler

**RESOURCE PERSONNEL**

Brenda Hellyer                      281-998-6100                      [brenda.hellyer@sjcd.edu](mailto:brenda.hellyer@sjcd.edu)

# STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, ' 1(b), amended 2002)

I, Erica Davis Rouse, do solemnly swear (or affirm) that I have not directly or indirectly paid offered, permitted to pay, contributed or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election of which I was elected or as a reward to secure any appointment or confirmation, whichever the case may be, so help me God.

---

Erica Davis Rouse

Board of Trustees Position One (1)  
San Jacinto Community College District

Harris County, Texas

SWORN TO and subscribed before me by the Erica Davis Rouse on this 5<sup>th</sup> day of June, 2017.

---

Notary Public in and for  
The State of Texas

# STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, ' 1(b), amended 2002)

I, Dr. Ruede Wheeler, do solemnly swear (or affirm) that I have not directly or indirectly paid offered, permitted to pay, contributed or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election of which I was elected or as a reward to secure any appointment or confirmation, whichever the case may be, so help me God.

---

Dr. Ruede Wheeler

Board of Trustees Position Two (2)  
San Jacinto Community College District

Harris County, Texas

SWORN TO and subscribed before me by the Dr. Ruede Wheeler on this 5<sup>th</sup> day of June, 2017.

---

Notary Public in and for  
The State of Texas

In the name and by the authority of

**THE STATE OF TEXAS**

**OATH OF OFFICE**

I, Erica Davis Rouse, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Position No. 1 on the Board of Trustees of San Jacinto Community College District of the State of Texas and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

---

Erica Davis Rouse

SWORN TO and subscribed before me by the Affiant on this 5th day of June, 2017.

---

Notary Public in and for  
The State of Texas

In the name and by the authority of

**THE STATE OF TEXAS**

**OATH OF OFFICE**

I, Dr. Ruede Wheeler, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Position No. 2 on the Board of Trustees of San Jacinto Community College District of the State of Texas and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

---

Dr. Ruede Wheeler

SWORN TO and subscribed before me by the Affiant on this 5th day of June, 2017.

---

Notary Public in and for  
The State of Texas

**Action Item “XI”  
Regular Board Meeting June 5, 2017  
Consideration of Approval of  
Election of Officers for the Board of Trustees**

**ADMINISTRATION RECOMMENDATION/REPORT**

The Chancellor recommends that the Board of Trustees approve the election of officers for the Board of Trustees.

**BACKGROUND**

In accordance with Texas Education Code Section 130.082(d), Officers of the Board shall be elected at the first regular meeting of the Board of Trustees following the regular election of Board members.

The Board shall be authorized to elect the following officers:

- Chair
- Vice Chair
- Secretary
- Assistant Secretary

Following the May 9, 2015, unopposed Board Election, the Board of Trustees elected the current officers of the Board at the regular Board Meeting held on June 1, 2015. The current officers are: Dan Mims, Chair; Larry Wilson, Vice Chair; John Moon, Jr., Secretary; and Keith Sinor, Assistant Secretary.

A Board election for Trustee Positions 1 and 2 was held on May 6, 2017. The votes were canvassed on May 17, 2017 and Mrs. Erica Davis Rouse and Dr. Ruede Wheeler were elected to Trustee Positions 1 and 2, respectively. The newly elected trustees will be sworn in on June 5, 2017 and the officers should be elected thereafter.

**BUDGET INFORMATION**

None

**MONITORING AND REPORTING TIMELINE**

According to the Bylaws of the Board of Trustees, Officers are elected for two year terms.

**ATTACHMENTS**

Attachment 1 – Slate of Officers

The Trustees will propose a slate of Officers on June 5, 2017.

**RESOURCE PERSONNEL**

Brenda Hellyer

281-998-6100

brenda.hellyer@sjcd.edu



**Action Item "XI"**  
**Regular Board Meeting June 5, 2017**  
**Consideration of Approval of**  
**Election of Officers for the Board of Trustees**

**ATTACHMENT 1**

**1. Chair** \_\_\_\_\_

**2. Vice Chair** \_\_\_\_\_

**3. Secretary** \_\_\_\_\_

**4. Assistant Secretary** \_\_\_\_\_

**Action Item "XII"**  
**Regular Board Meeting June 5, 2017**  
**Consideration of Approval of Amendment to the 2016-2017 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 2016-2017 budget for restricted revenue and expenses related to grants.

**BACKGROUND**

Federal, state, and local grants may require amendments for receipt of newly awarded grants or changes to existing grants. These amendments should be processed in a timely manner in order to provide the access to funding to meet the objectives set forth within the grant requirements. This budget amendment request includes the additions to restricted revenues and restricted expenses as a result of new awards and changes to existing grants received during the month of May, 2017.

**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 \$1,980,000 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-06-05-17

Attachment 2- Grant Detail-06-05-17

**RESOURCE PERSONNEL**

Chet Lewis

281-998-6306

chet.lewis@sjcd.edu

Michael Lee Moore

281-998-6162

michael.moore@sjcd.edu

SAN JACINTO COLLEGE DISTRICT  
 Federal, State, and Local Grant Amendments  
 June 5, 2017

	Fund	Org.	Account	Prog.	Amount Debit (Credit)
<u>Integrgraph Power, Process, &amp; Marine – CADWorx computer-aided plant design software grant (New Grant)</u>					
Local Grant Revenue	570017	56700	554300	110000	(1,980,000)
Lab-Comp Sup-Software/Lic/Maint Agr.	570017	56700	711233	420300	<u>1,980,000</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.

New Grant and Additional Funding Summary by Agency:

Integrgraph Power, Process, & Marine, Inc.	1,980,000
	\$1,980,000

June 5, 2017 Board Book – Grant Amendments Detail List

Integrgraph Power, Process, & Marine – CADWorx computer-aided plant design software grant (New Grant)

The Intergraph Power, Process & Marine Education Grant is an initiative to prepare educators and launch students fully equipped into the process technology, power, and marine industries. It is designed to introduce and stimulate the use of life cycle engineering software at educational institutions with strong marine and/or plant-oriented engineering programs. Early access to leading technology ensures that students are better educated and highly qualified to become the industry's future leaders. Intergraph CADWorx Plant Design Suite is an integrated, complete AutoCAD®-based software series for plant design that provides intelligent drawing and database connectivity, advanced levels of automation, and drafting tools. San Jacinto College is the recipient of this software grant. Institutional responsibilities involve professional development of staff to train students. This is the second grant from Integrgraph to San Jacinto College.

## **ADMINISTRATION RECOMMENDATION/REPORT**

The Chancellor recommends that the Board of Trustees approve the updated Board of Trustees Bylaws.

### **BACKGROUND**

The Board of Trustees operates and functions in accordance with State and Federal statutes. The Board of Trustees developed its Bylaws to provide guidance, direction, and clarification on specific functions of the Board. The bylaws of the Board have been in place for many years with periodic revisions.

A thorough and detailed review of the Bylaws was conducted during 2017. The changes in the Bylaws were reviewed with the members of the Board at several workshops. Trustees Dan Mims and Keith Sinor were also assigned to review all proposed changes and make recommendations. A legal review was also conducted.

### **IMPACT OF THIS ACTION**

The proposed Bylaws reflect the Board’s internal governance structure and philosophies. The updated Bylaws clarify representation and elections, specify duties and responsibilities, establish a statement of ethics and conduct, outline the processes for election and role of officers, and define committee assignments. The Bylaws also highlight the meeting structure and order, including processes for hearing of citizens. Additionally, the Bylaws define the Chancellor’s role as Chief Executive Officer and establish how amendments or revisions can be made.

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

There are no budgetary implications.

### **MONITORING AND REPORTING TIMELINE**

A review of the Board’s Bylaws will be completed regularly.

### **ATTACHMENTS**

Attachment 1 – Current Bylaws  
Attachment 2 – Proposed Bylaws

### **RESOURCE PERSONNEL**

Brenda Hellyer

281-998-6100

brenda.hellyer@sjcd.edu

## Attachment 1

To hold the office of Trustee in The San Jacinto Community College District, one must:

1. Be a qualified voter.
2. Take the oath of office.
3. Serve without compensation.
4. Reside in one of the independent school districts comprising The San Jacinto Community College District; to wit, Channelview, Deer Park, Galena Park, La Porte, Pasadena, or Sheldon.

An individual seeking election to the office of Trustee by having his or her name placed on the ballot must have been a resident of the state for 12 months, and a resident of the district for six months, prior to the last date on which the candidate could file to be listed on the ballot. An individual seeking election in the office of Trustee by write-in vote must have been a resident of the state for 12 months, and a resident of the district for six months, prior to the day of the election. An individual appointed to the office of Trustee must have been a resident of the state for 12 months, and a resident of the district for six months, prior to the day on which the appointment is made.

Election of Trustees shall be at large by position and either two or three Trustees shall be elected at each election, the number of Trustees depending upon that required to constitute a Board of seven to serve terms of six years.

A candidate for any position may have his or her name printed on a ballot for election to any position to be filled at each regular election by filing a written statement, signed by the candidate, with the secretary of the Board not later than 5 p.m. of the 61st day before the day of the election. An application may not be filed earlier than the 30th day before the date of the filing deadline. The application must state the number of the position for which the candidate is filing or the name of the incumbent member of the Board holding the position sought. The application shall include all statutorily required information, including a statement that the candidate is aware of the nepotism law. The location on the ballot of the names of the candidate for each position shall be chosen by lot. The candidate shall be eligible to run for only one position in each election.

Before a candidate can have his or her name placed on the ballot, he or she must execute and have notarized the loyalty oath.

A candidate shall not take any affirmative action to influence a district employee or current Trustee regarding the appointment, reappointment, employment, confirmation, re-employment, changes in status, compensation, or dismissal of a person related to the candidate within a prohibited degree of relationship under the nepotism law. However, this prohibition does not apply to a candidate's actions taken with respect to a bona fide class or category of employees or prospective employees.

Candidates for the Board shall file the designation of a campaign treasurer and all required financial statements with the Secretary of the Board in accordance with applicable law and directives from the Texas Ethics Commission.

The election of Trustees of the district shall be on the second Saturday in May in odd numbered years. The notice of election shall be given by publishing notice in a newspaper of general circulation, at least ten days prior to the date of election, stating forth the date of the election, the polling place or places, the numbers or the positions to be filled, the candidates for each position, and any other matters deemed necessary or advisable.

The district shall cooperate with the commissioner' court in ensuring that each polling place is accessible to and usable by the elderly and physically handicapped by the statutory deadlines for elections. The Board shall provide for early voting in Board elections as provided by law.

## Attachment 1

The Board, being subject to the provisions of the Voting Rights Act of 1965, shall not hold an election that implements any changes affecting elections until clearance is obtained from the U.S. Justice Department. Requests for clearance shall be submitted as soon as possible after enactment.

The winning candidate for any position shall obtain a simple majority of the votes cast. If no candidate receives a simple majority of the votes cast for all candidates for a position, then the two candidates receiving the highest number of votes shall run against each other for the position. The runoff election for all positions shall be held according to the provisions of Section 2.025 of the Election Code and shall be ordered, notice given, and held, as for regular elections.

Upon election, the Trustee shall take the official oath of office, and file it with the chairman of the Board. The oath may be administered and a certificate of the fact given by:

A judge, clerk, or commissioner of any court of record.

1. A notary public.
2. A justice of the peace.
3. The Secretary of State of Texas.
4. An employee of the Secretary of State of Texas who has duties related to the records required by Chapter 14, Texas Election Code, as amended.
5. A member of the State Legislature.

Any vacancy occurring on the board through death, resignation, or otherwise, shall be filled by a special election order by the board or by appointment by resolution or order of the board. A person appointed to fill a vacancy in the representation of the district at large must be a resident of the district at large. The person appointed to fill the unexpired term shall serve until the next regular election of members to the board, at which time the position shall be filled by election for a term appropriately shortened to conform to what regularly would have been the length of the term for that position.

A person elected to serve as a Board member must remain a resident of the district throughout the term of office. A Board member who ceases to reside in the district vacates his or her office.

Texas law provides for the removal of Board members only for cause, including incompetence, official misconduct, intoxication on or off duty caused by drinking an alcoholic beverage (but not if it was caused by drinking such beverage on the direction and prescription of a licensed practitioner), or conviction by jury for any felony or for misdemeanor official misconduct (including conviction of an offense relating to the violation of college purchasing procedures). Actions for removal of Board members must be brought before the judge of the district court holding jurisdiction, except that any court convicting a Trustee of a felony or official misconduct shall order immediate removal.

### Statement of Ethics

As a member of the Board, I will strive to improve community college education, and to that end I shall adhere to the following ethical standards:

1. Attend all regularly scheduled Board meetings insofar as possible, and become informed concerning issues to be considered at those meetings.
2. Bring about desired changes through legal and ethical procedures, upholding and enforcing all applicable statutes, regulations, and court decisions pertaining to community colleges.
3. Work with other Board members to establish effective Board policies and to delegate authority for the administration of the colleges to the Chief Executive Officer.

## Attachment 1

4. Work with other Board members to establish effective policies and practices prohibiting unlawful discrimination, including conduct that constitutes sexual harassment.
5. Recognize that I should endeavor to make policy decisions only after full discussion at publicly held Board meetings.
6. Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups.
7. Encourage the free expression of opinion by all Board members, and seek systematic communications between Board and students, staff, and all elements of the community.
8. Communicate to other Board members and the Chief Executive Officer expressions of public reaction to Board policies and college programs.
9. Inform myself about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by the American Association of Community Colleges and the Association of Community College Trustees.
10. Support the employment of those persons best qualified to serve as college staff, and insist on a regular and impartial evaluation of all staff.
11. Avoid being placed in a position of conflict of interest, and refrain from using my Board position for personal or partisan gain. In addition to filing disclosures required by the Texas Ethics Commission under Texas state law, a Board member who has a personal or private interest in a measure, proposal, or decision pending before the Board shall publicly disclose the fact to the Board, and that disclosure shall be entered in the minutes of the meeting. The Board member may not vote or otherwise participate in the decision.
12. Take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law.
13. Remember always that my first and greatest concern must be the educational welfare of the students attending the college.

### **Standards of Conduct and Conflict of Interest**

As a member of the Board, I will strive to uphold those standards of conduct for state officers and employees and agree not to:

1. Accept or solicit any gift, favor, or service that might reasonably tend to influence the officer or employee in the discharge of official duties or that the officer or employee knows or should know is being offered with the intent to influence the officer's or employee's official misconduct;
2. accept another employment or engage in a business or professional activity that the officer or employee might reasonably expect would require or induce the officer or employee to disclose confidential information acquired by reason of the official position;
3. accept other employment or compensation that could reasonably be expected to impair the officer's or employee's independence of judgment in the performance of the officer's or employee's official duties;
4. make personal investments that could reasonably be expected to create a substantial conflict between the officer's or employee's private interest and the public interest; or



5. intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the officer's or employee's official powers or performed the officer's or employee's official duties in favor of another.

## **Article I**

The following rules and regulations shall constitute the Bylaws of The San Jacinto College District and shall govern the Board of Trustees and the officials of the college.

## **Article II**

### **Section 1: Election of Officers**

The election of the Chairman, Vice Chairman, Secretary and Assistant Secretary shall take place at the first meeting of the Board of Trustees after the Board of Trustees election or subsequent run-off election of each election year or immediately after a vacancy occurs in any of the positions.

### **Section 2**

As far as practical, the Board of Trustees will perform its work as a committee of the whole.

### **Section 3:**

Special committees may be appointed by the Chairman of the Board of Trustees on authorization by the Board of Trustees. Such committees shall perform specific duties and when the work of the committee has been completed, the committee shall be automatically discharged. The function of all such special committees shall be fact-finding and advisory, but never legislative or administrative. No committee shall have power to act unless specifically empowered by the Board of Trustees. If empowered to act, the committee shall report its action to the Board of Trustees at its next regular meeting.

### **Section 4: Powers and Duties of the Chairman**

The Chairman of the Board shall preside at all meetings of the Board of Trustees; enforce the Bylaws; sign all contracts duly authorized by the Board of Trustees; countersign all warrants drawn on the funds of the college which have been duly authorized by the Board of Trustees ; appoint all committees not otherwise provided for, of which he and the chief executive officer of the college shall be ex-officio members; and perform such other duties as may be required by law or imposed by the Board of Trustees. The Chairman shall be entitled to vote on all matters coming before the Board of Trustees.

### **Section 5: Duties of the Vice Chairman**

In the absence of the Chairman, the Vice Chairman shall act in his place.

### **Section 6: Powers and Duties of the Secretary**

The Secretary shall keep a record of the Board of Trustees' meeting in a book provided for that purpose; sign all warrants drawn on the college funds that have been duly authorized. The books, papers and records of the Secretary shall be the property of the Board of Trustees, under the custody of the chief executive officer of the college and shall be opened to inspection on request of any citizen.

It shall be the duty of the Secretary to record the vote of all members present on an action taken by the Board of Trustees.

In the absence of the Chairman and Vice Chairman, the Secretary shall call the meeting to order and act as President Pro-Tem.

**Section 7: Duties of the Assistant Secretary**

The Assistant Secretary shall act as Secretary in the absence of the Secretary.

**Section 8: Regular Meeting**

A regular meeting of the Board of Trustees shall be held on the first Monday of each month, at such hour and place as the Chairman of the Board of Trustees may designate, provided such regular meetings may be recessed or changed from time to time as the Board of Trustees may direct.

**Section 9: Special Meetings**

Special meetings of the Board of Trustees shall be held upon call of the Chairman. The purpose of the special meeting shall be indicated at the time the special meeting is called. Written notice of all special meetings including dates of such meetings shall be given to all members, whenever possible. Such special meeting may be called without written notice by majority vote of the Board of Trustees when in a regular meeting or a duly called special meeting.

**Section 10: Official Business**

All official business of the Board of Trustees shall be transacted at regular or special meetings of the Board of Trustees.

**Section 11: Closed or Executive Sessions. Convene in Opening Meeting.**

Closed or executive sessions will not be held unless the Board of Trustees has first convened in an opening meeting for which notice has been given. If, during the open meeting, a closed or executive session is necessary, the presiding officer of the Board of Trustees shall announce that a closed or executive session will be held in accordance with Chapter 551 of the Texas Government Code (the Open Meetings law) which authorizes the holdings of such closed or executive session, 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 and 551.073** - For the purpose of discussing the purchase, exchange, lease or value of real property and negotiated contracts for prospective gifts or donations.

**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 551.075** - Nothing in this Act shall be construed to require a quorum of the members of a governmental body to confer with an employee or employees of the governmental body in an open meeting where such conference is for the sole purpose of receiving information from the employee or employees; provided, however, that no discussion of public business or agency policy that affects public business shall take place between the members of the governmental body during the conference.

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

**Section 551.083** - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code 4.

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

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

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

### **XIII. Reconvene In Open Meeting**

Consider items discussed in Executive Session. (Those listed under Executive Session in this Notice.)

### **XIV. Adjournment**

#### **Section 12: Hearing of Citizens on Agenda Items**

The Chairman of the Board of Trustees will include in the agenda of that meeting an opportunity for members of the public to address the Board of Trustees on any items of business which are included in the agenda, provided the citizen files an application with the secretary to the Board prior to the meeting being called to order. The Board of Trustees reserves the right to fix such time limits on presentations as it deems appropriate to the occasion and may limit the number of spokesmen who appear before it in opposition or in support of a given issue.

#### **Section 13: Hearing from Citizens**

A citizen desiring to appear before the Board of Trustees shall complete the Application for Hearing before the Board of Trustees, The San Jacinto College District, and file said application along with any support information concerning the citizen's concern, complaint or commendation, with the secretary to the Chancellor, before the scheduled meeting is called to order.

The time allotted each citizen or organization for presentation shall be no more than five minutes with an additional five minutes interaction with the Board of Trustees if needed for further clarification and better understanding of an issue. The total time for hearing of citizens shall be no more than 60 minutes at any one meeting. Should the speaker drift from the stated subject, he or she shall be given one warning; if a second warning is required, then the speaker shall forfeit the remaining time allotment.

Because the policy of the college flows from the Board of Trustees acting as a whole and not from individual members of the Board of Trustees, administrators or faculty, citizens' remarks must be confined to activities pertaining to the college. Other than the additional five minutes allocated for interaction, members of the Board of Trustees and/or administration will not respond at the meeting. However, there will be follow-up and reply to each person, or arrangements made for the appropriate administrator to contact the speaker regarding the concern expressed, provided the necessary evidentiary documentation has been submitted. Should a citizen or representative of a delegation or an organization wish to use the time as a forum, documentation and evidence will not be required and an official response will not be made.

Should any citizen wish to distribute a handout to the Board of Trustees or audience, this shall be done before or after the official Board of Trustees meeting and not during.

While citizens are urged to bring school matters to the Board of Trustees, no speech shall be permitted on behalf of any person running for political office, and no such literature pertaining to any form of electioneering will be permitted during the meeting.

## Attachment 1

Presentation of matters concerning a complaint or charge against a San Jacinto College District employee or officer will be heard in closed session unless the individual who is the subject of the change or complaint requests a public hearing.

### **Section 14: Quorum Necessary for Transaction of Business**

A quorum for the transaction of college business shall consist of a majority of the membership of the Board of Trustees; less than a quorum may adjourn to a specific time.

### **Section 15: Order of Business**

The order of business for regular meetings of the Board of Trustees will include the following items:

1. Call to order
2. Invocation and pledge to the flag
3. Special Recognition and/or Presentations
4. Communications to the Board of Trustees
5. Hearing of such citizens or groups of citizens desiring to be heard before the Board
6. Informative reports to the Board, when applicable
7. Action Items
8. 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, including the approval of Minutes from previous Board Meetings and the setting of the next meeting)
9. Items for Discussion/Possible Action (Items removed from the Consent Agenda)
10. Reports from Board Committees (when applicable)
11. Strategic Issues Discussion
12. Adjournment to Closed or Executive Session Pursuant to Sections 551.071 to 551.084 of Chapter 551, the Open Meetings Act, Texas Government Code
13. Reconvene in Open Meeting for Consideration of Items Discussed in Closed Session
14. Adjournment

### **Section 16: Rules of Order**

All business of the Board of Trustees shall be conducted in accordance with Robert's Rules of Order, newly revised, unless otherwise provided in these Bylaws.

### **Section 17: Duties of the Board of Trustees**

The chief duty of the Board of Trustees is to provide for the program and welfare of the college and to establish upon recommendation of the chief executive officer of the college, the policies which govern the college organization and operation. The Board of Trustees functions only when it is convened in meetings. An individual board member may speak for the Board of Trustees only when such authority has been delegated by the Board of Trustees. As a governing body, the Board of Trustees performs its duties as follows:

1. It acts as a policy-making body and legislates to make these policies effective.

## Attachment 1

2. It acts as an appraisal body sitting in judgment upon recommendations that may come to it through the chief administrator or its members.
3. Performs other duties authorized by law.

### **Section 18: Employment of Chancellor**

The Board of Trustees shall employ a chief executive officer carrying the title of Chancellor. The term of employment for the Chancellor shall be for a term set at the discretion of the Board of Trustees at the time of employment, in accordance with the school laws of Texas, and at an annual salary of such amount as may be fixed by the Board of Trustees. The Board shall evaluate the performance of the Chancellor on an annual basis.

In the event of a vacancy in the position of Chancellor of the college, the Board of Trustees shall employ a successor thereto at the earliest opportunity.

### **Section 19: Employment of Auditor**

An independent auditor shall be employed who shall audit all accounts of the college and make his or her report to the Board of Trustees periodically, as directed by the Board of Trustees.

### **Section 20: Additional Powers and Duties**

1. Establish goals consistent with the role and mission of the college.
2. Shall insist on the clarity of focus and mission.
3. Assist the Chancellor in the achievement of performance goals.
4. Shall nurture the college to the end that the college achieves its full potential within its role and mission.
5. Study and pass upon the budget.
6. Study and pass upon recommendations of the Chancellor for additional capital outlay and determine the means of financing them.
7. Employ or reject the personnel upon recommendation of the Chancellor.
8. Pass upon major financial problems upon the recommendation of the Chancellor of the college.
9. Pass upon architect's plans for building which have been authorized, after approval of the Chancellor of the college.
10. With the assistance of the Chancellor, determine current needs of the college and give active support to them before the public and the press.
11. Approve the expenditures previously authorized by the Board of Trustees and approved by the Chancellor.
12. Act as a body of final appeal for college personnel and the public in cases which may be appealed from the decision of the Chancellor of the college.
13. Fill vacancies of the Board of Trustees created by death or resignation in accordance with laws of the state of Texas.
14. Approve fees and tuition in accordance with statutory requirements.
15. Approve the transfer of funds from one account to another.
16. Approve the program of instruction as recommended by the Chancellor.

Perform other duties and functions as provided by applicable laws or regulations.

**Article III**

**Section 1:**

The term "administration" shall apply to those officers who control and operate over the college as a whole, or over some administrative division of the college program.

**Section 2: The Chancellor as the Chief Executive Officer**

The chief responsibilities and powers of the Chancellor of the college shall include the following:

1. The Chancellor shall attend all meetings of the Board unless excused from attendance.
2. The Chancellor shall act as the chief professional advisor to the Board of Trustees in all matters pertaining to the educational and business policies of the college involving their organization and operation.
3. The Chancellor shall have general charge over the educational and business matters of the college and overall persons employed therein.
4. All educational and business employees of the college shall be under the direction of the Chancellor. He or she shall recommend such employees to the Board of Trustees for employment, as well as dismissal of such employees.
5. The Chancellor shall report to the Board of Trustees from time to time at his discretion or upon request of the Board of Trustees on the educational and business affairs of the college.
6. The Chancellor may call meetings of the faculty or other employees at such times as he or she deems necessary for professional training and consultation.
7. The Chancellor shall investigate the needs of facilities for the college and make such recommendations to the Board of Trustees as will meet with these needs.
8. The Chancellor shall prepare a carefully classified estimate of receipts and expenditures for the ensuing year and submit this proposal to the Board of Trustees within the dates prescribed by law.
9. Within the limits of the budget approved by the Board of Trustees, the Chancellor shall have power to approve requisitions for purchases and expenditures for the operational program of the college. He or she may delegate this authority to another member of the administrative staff with approval of the Board of Trustees. It is understood that it is the policy of the Board of Trustees that at least three bids be taken on majority items in the budget before placing the order. However, in the case of capital outlay, the Board of Trustees must approve the bids before placing the order.
10. The Chancellor shall recommend the transfer of funds from one account to another as conditions may require. The actual transfer will be made upon approval by the Board of Trustees.
11. The Chancellor shall represent the college to its constituency, to the general public, and in educational groups.
12. The Chancellor shall assist, as far as possible, in raising funds for the support of the college and its programs.
13. The Chancellor is charged with the responsibility of maintaining amity and unity of purpose among all members of the teaching and administrative staff, the Board of Trustees, the alumni and the college constituency.
14. The Chancellor shall recommend all trips involving students and other personnel which are specifically provided for in the budget.

## Attachment 1

### **Article IV**

These Bylaws may be altered or amended at any regular meeting of the Board of Trustees by the affirmative vote of four Trustees after 30 full days have passed after such amendment has been reduced to writing and filed with the Secretary of the Board of Trustees in a regular or special meeting.

(Effective March 2, 1981. Revised February 3, 1992; August 7, 199; May 6, 1996; November 3, 1997, March 5, 2007)

**San Jacinto Community College District**  
**Board of Trustees**  
**Bylaws**

The following rules and regulations shall constitute the Bylaws of the San Jacinto Community College District and shall govern the Board of Trustees and the officials of the College. References to Chair are in regards to the title of the officer position and not to the gender of the person holding the office.

**BOARD REPRESENTATION AND ELECTION**

The San Jacinto Community College District (College) Board of Trustees (Board) is comprised of seven members who are elected for six-year terms in accordance with State and Federal statutes. A candidate's packet will be made available for interested parties based on the election order and the requirements of the Texas Election Code.

To hold the office of Trustee for the College, one must:

1. Be a qualified, registered voter according to the constitution and laws of the State of Texas.
2. Take the oath of office.
3. Serve without compensation.
4. Be a resident, as defined by Texas Election Code §1.015 and applicable law, of one of the independent school districts (ISDs) comprising the San Jacinto Community College Taxing District (College Taxing District) which includes: Channelview, Deer Park, Galena Park, La Porte, Pasadena, or Sheldon and the certain areas of Clear Creek, Humble, and Pearland ISDs that are in the College Taxing District.

A person elected to serve as a Board member must remain a resident of the College Taxing District throughout the term of office. A Board member who ceases to reside in the College Taxing District vacates his or her office.

Regularly scheduled elections are held on the uniform election date in May in odd numbered years. The election of Trustees shall be at large by position, and regularly scheduled elections shall typically be for two or three Trustees for staggered terms of Trustee positions. A special election to fill a Board vacancy shall be conducted in the same manner as the College's general election except as may be provided by applicable provisions of the Texas Elections Code. Election of Trustees shall include the number of Trustee positions required to constitute a Board of seven members to serve terms of six years. The Board of Trustees will order the election according to Texas Election Code.

The winning candidate for any position shall obtain a majority of the votes cast in the election for the position. If no candidate receives a majority of the votes cast for all candidates for a position, then the two candidates receiving the highest number of votes shall run against each



## Attachment 2

other for the position. The runoff election for all positions shall be held according to the Texas Election Code and shall be ordered, notice given, and held, as for regular elections except as otherwise provided by statute.

Upon election, the Trustee shall take the official oath of office, and file it with the Chair of the Board. The oath may be administered and a certificate of the fact given by an authorized person under Section 602.002 of the Government Code.

Any vacancy occurring on the Board through death, resignation, or otherwise, shall be filled by either a special election ordered by the Board to be held on the next uniform election date, or by appointment through a resolution of the Board.

If, upon determining that a vacancy exists, the Board of Trustees determines that it would like to consider filling the vacated Trustee position by appointment, the following procedures will apply:

1. The Board shall provide public notice of the vacancy to the public.
2. The Board shall determine the period for responding to the announcement, with the recommended time being at least two weeks and a definitive deadline will be established.
3. Persons interested in being appointed to the Board shall submit a resume, supplemental documents, and a completed standard application form demonstrating that he/she is a resident of the College Taxing District to the Chancellor of the College.
4. The Board of Trustees shall review the resumes, supporting documents, and application form of the applicants and may select a number of candidates to be interviewed.
5. The Board of Trustees shall interview candidates and may make a selection for a candidate or candidates to be brought forward for a vote of the Board.
6. In order for a recommended candidate to move forward as an appointed Trustee, an affirmative vote of at least 80 percent of all members of the Board of Trustees will be required in the form of a Board resolution.

The person appointed to fill the unexpired term shall serve until the next regular election of members to the Board, at which time the position shall be filled by election for a term appropriately shortened to conform to what regularly would have been the length of the term for that position if the term has not otherwise expired.

Board members may be removed from office in accordance to Texas Const., Art. V, §24, Texas Local Government Code §§87.011-87.013, Texas Education Code §44.032, and Texas Education Code §130.0845.

### **BOARD DUTIES AND RESPONSIBILITIES**

The chief duty of the Board is to provide for the program and welfare of the College and to honor the College's governance structure. In this regard, the Board:

## Attachment 2

1. Is expected to preserve the institutional independence and to defend its right to manage its own affairs through its administrators and employees.
2. Shall enhance the public image of the College.
3. Shall interpret the community to the College and interpret the College to the community.
4. Shall nurture the College to achieve its full potential within its role and mission.
5. Shall establish and periodically review the Vision and Mission statements and core values of the College.
6. Shall establish the College's strategic plan and goals consistent with the vision and mission of the College and its focus on student success.
7. Shall provide for financial resources to adequately support the College's institutional goals; accordingly, the Board will approve and authorize the annual budget and amendments, tuition and fees, debt funding, tax rates, real estate transactions, major capital projects, and other significant financial items.
8. Shall appoint the Chancellor (Chief Executive Officer) of the College, conduct periodic evaluations of the Chancellor's performance, and approve the annual contract and compensation of the Chancellor.
9. Shall establish upon recommendation of the Chancellor of the College, the policies which govern the organization and operation.
10. Shall act as an appraisal body of judgment as recommendations may come to it through the administration.
11. Shall perform other duties authorized by applicable laws or regulations.

The Board possesses and exercises its authority and duties as a collective body and functions only when it is convened in meetings. Unless specifically authorized by prior action of the Board, no individual member may speak, obligate, or exercise authority in the name of the Board of Trustees.

The Board functions within the framework of laws, court decisions, attorney general's opinions, and similar mandates and restrictions from external sources. It performs functions as specified by applicable laws and regulations.

The Board formulates policies and delegates to the Chancellor of the College the function of administering policies and regulations. The Board is not involved in administrative details, but the Board's review of administrative procedures and regulations may be undertaken if necessary to the function of policy formulation. In the absence of appropriate policy, the Chancellor of the College may need to make decisions and exercise authority, but such actions are subject to subsequent review by the Board for determination as to the need for a policy statement.

If citizens bring a concern or complaint to an individual Trustee, the Trustee shall refer the citizen to the College Chancellor, who shall proceed according to appropriate Board policy or College procedure. This does not restrict the Board member from bringing the concern or complaint to the Board of Trustees.

**STATEMENT OF ETHICS AND CONDUCT**

Each Trustee of the Board will strive to support the Vision and Mission statements and core values of the College and, to that end, shall adhere to the following standards:

1. Attend and participate in all regularly scheduled Board meetings insofar as possible, and become well-informed concerning issues to be considered at those meetings.
2. Bring about desired changes through legal and ethical procedures, upholding and enforcing all applicable statutes, regulations, and court decisions pertaining to community colleges.
3. Work with other Board members to establish effective Board policies, delegate authority for the administration of the College to the Chancellor of the College, and act on behalf of the Board only with the official authorization of a majority of the members of the Board.
4. Work with other Board members to establish effective policies and practices prohibiting unlawful discrimination including conduct that constitutes sexual harassment.
5. Make policy decisions only after full discussion at publicly held Board meetings.
6. Render all decisions based on the available facts and independent judgment, refuse to surrender that judgment to individuals or special interest groups, and abide by and uphold the final majority of the Board.
7. Recognizing that the College adheres to the concepts of free speech and academic freedom, encourage the free expression of opinion by all Board members and seek systematic communications between Board and students, faculty, staff, administrators, and the community while refraining from communicating with any such parties in a way that could be interpreted as having any authority outside the meetings of the Board and refraining from any communications among a quorum of Board members outside of the Board meeting.
8. Communicate to other Board members and the Chancellor of the College expressions of public reaction to Board policies and College programs.
9. Become informed about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by State and National community college organizations.
10. Support the employment of those persons best qualified to serve as College faculty, staff, and administrators; insist on a regular and impartial evaluation of all faculty, staff, and administrators; and respect the authority and responsibilities of College employees and external contractors to empower them to work without interference.
11. Work with other Trustees and with the Chancellor in a spirit of harmony and cooperation and in a manner that creates and sustains mutual respect.
12. Engage in no activity that could create a conflict of interest.
13. Refrain from using the Board position for personal or partisan gain.
14. Identify and disclose any actual or potential conflict of interest (according to Chapter 171 of the Texas Local Government Code), and act for the general public good regardless of personal relationships or business interests.
15. Take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law, including all deliberations of the Board in Closed Sessions.

16. Remember always that the first and greatest concern must be the educational welfare of the students attending the College.
17. Refrain from any attempt to influence any operational decision, including but not limited to individual admissions, personnel or purchasing decisions except when such is an issue at a Board meeting; and no Trustee shall have any communications about a grievance with any person with a pending grievance.

The Board of Trustees shall have the authority to censure a Trustee who is found by the Board to have violated the Trustee's duties, the Code of Ethics or any other provision of these Bylaws. In order for the Board to censure a Trustee, the Trustee must be found to have violated a specific statute or law or the Board Bylaws. Such a finding shall be made to the Board only after an investigation by the Board or the Board's designee. The investigation must include an opportunity for the Board member to respond to the specific allegation(s) that the Trustee has breached. A censure of a Trustee will require a super majority (two thirds) vote of all members of the Board of Trustees. For purposes of this provision, "censure" shall mean a reprimand of a person through means of a written order or resolution for specified conduct.

### **OFFICERS**

The Board shall elect the following officers from among their members: a Chair, Vice Chair, Secretary, Assistant Secretary, and other officers as deemed necessary.

The election of the officers shall take place at the first regular meeting of the Board of Trustees after the regular election of members of the Board of each election year or at any time thereafter in order to fill a vacancy. Election of officers shall occur immediately following the swearing in of those elected to the Board of Trustees. Officers of the Board shall be elected by a majority of the total membership of the Board.

The term of office for each officer shall be two years with no limit as to the number of terms which may be served.

The duties of the officers shall be as follows:

1. The Chair of the Board
  - a. Presides at all meetings of the Board of Trustees.
  - b. Enforces the Bylaws.
  - c. Signs official contracts and documents as required by statute or Board policy.
  - d. Recommends the appointment of all Board committees and chairpersons.
  - e. Performs such other duties as may be required by law or imposed by the Board of Trustees.
  - f. Shall be entitled to vote on all matters coming before the Board of Trustees.
2. Vice Chair of the Board

## Attachment 2

- a. Performs the duties of the Chair in the absence of the Chair.
  - b. Performs such other duties as may be required by law or imposed by the Board of Trustees.
3. Secretary
- a. Serves as the official custodian of the minutes, books, records, and seal of the Board.
  - b. Presides at the meetings in the absence of the Chair and Vice Chair
  - c. Signs official contracts and documents as required by statute or Board policy.
  - d. Performs such other duties as may be required by law or imposed by the Board of Trustees.
4. Assistant Secretary
- a. Shall act as Secretary in the absence of the Secretary.

### **COMMITTEES OF THE BOARD AND LIAISON POSITIONS**

The Board of Trustees will perform its work as a committee of the whole, and all official actions of the Board shall occur at properly noticed meetings. However, the Board may establish standing or special committees to engage in review and discussion on behalf of the full Board. Committees should engage in activities which encompass the authority of the Board so that the work of the committee enhances the productivity and efficiency of the full Board. The Chair of the Board of Trustees may recommend and establish committees with the authorization of the Board of Trustees.

The Board of Trustees includes two regular standing committees. The committees are:

1. **Building Committee:** The Building Committee may receive and review recommendations prior to recommending actions to the Board of Trustees for master planning and developing, including facility and infrastructure needs assessment, construction, and other capital improvement projects, budget requirements, bids and awarding contracts, major change orders, and acceptance of completed projects.
2. **Finance Committee:** The Finance Committee may receive and review recommendations prior to recommending actions to the Board of Trustees for the annual audit report, investment policy changes and strategies, budget assumptions and updates, debt analysis, revenue and expense analysis, procurement recommendations, and other fiscal strategies and impacts. The Finance Committee also reviews the action plan, audit reports, and other recommendations from the College's Internal Audit Department.

The term of each standing committee will be for two years with no limit as to the number of terms which may be served. Committee appointments shall occur following the appointment of the Officers of the Board of Trustees.

## Attachment 2

The Chair, in consultation with the other Trustees, is authorized to appoint committee members and to designate the chairperson of the committees.

The Chair of the Board of Trustees may serve on each Board committee, and the Chancellor of the College will serve as ex-officio of each Board committee.

Special committees may be appointed by the Chair of the Board of Trustees on authorization by the Board of Trustees. Such committees shall perform specific duties and when the work of the committee has been completed, the committee shall be automatically discharged. The function of all such special committees shall be fact-finding and advisory, but never legislative or administrative.

No committee shall have power to act unless specifically empowered by the Board of Trustees. If empowered to act, the committee shall report its action to the Board of Trustees at its next regular meeting.

All Trustees are welcome to attend any and all Board committee meetings. A notice of possible quorum shall be posted prior to all committee meetings in accordance with the provisions of the Texas Open Meetings Act.

A standing or special Board committee must have at least three Trustees present in order to make recommendations to be forwarded to the full Board of Trustees. If only two Trustees are assigned to a special committee, both must be present in order for recommendations to be forwarded to the full Board of Trustees.

Up to three Trustees may serve as liaisons to the San Jacinto College Foundation Board of Directors. The Chair of the Board is authorized to select the liaison(s) and such determination will occur following the appointment of the Officers of the Board of Trustees

### **MEETINGS**

A regular meeting of the Board of Trustees shall be held on the first Monday of each month, at such hour and place as the Chair of the Board of Trustees may designate, provided such regular meetings may be recessed or changed from time to time upon proper notice as the Board of Trustees may direct. Normally, a workshop of the Board of Trustees shall be held on the same day as the regular meeting.

Special or emergency meetings of the Board of Trustees may be called by the Chair of the Board. The purpose of such meetings shall be indicated at the time the special or emergency meeting is called. Written notice of all special or emergency meetings including dates of such meetings shall be given to all members, whenever possible. Emergency meetings may be called without written

## Attachment 2

notice upon a determination by the Board Chair or a majority of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Strategic planning retreats of the Board of Trustees may be called by the Chair of the Board. The purpose of such retreats shall be indicated at the time a retreat is planned.

Items may be placed on the agenda for meetings of the Board of Trustees by the Chair of the Board, the Chancellor of the College, or by written request sent to the Board Chair by a member of the Board with concurrence provided from a second Board member by telephone, fax, mail, or email. The request then shall be sent to the Chancellor of the College.

All official business of the Board of Trustees shall be transacted at regular, special, or emergency meetings, or in limited instances at workshops, of the Board of Trustees and will comply with Chapter 551 of the Texas Government Code (the Open Meetings Act).

Closed or executive sessions will not be held unless the Board of Trustees has first convened in an open meeting for which notice has been given. If, during the open meeting, a closed or executive session is necessary, the presiding officer of the Board of Trustees shall announce that a closed or executive session will be held in accordance with Chapter 551 of the Texas Government Code (the Open Meetings law). All matters conducted in a closed meeting are confidential, including conversations and materials. No person shall reveal these matters unless required by law.

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

### **QUORUM NECESSARY FOR TRANSACTION OF BUSINESS**

A quorum for the transaction of College business shall consist of a majority of the membership of the Board of Trustees; if there is a belief by the Board that one or more members may need to leave the meeting such that the Board may not be able to maintain a quorum, the Board may adjourn the meeting to a specific time.

### **ORDER OF BUSINESS**

The order of business for regular meetings of the Board of Trustees will include the following items:

1. Call to Order
2. Roll Call of Board Members

## Attachment 2

3. Invocation and Pledges to the Flags
4. Special Announcements, Recognitions, Introductions, and Accolades
5. Student Success Presentations and Staff Reports
6. Communications to the Board of Trustees
7. Hearing of Such Citizens or Groups of Citizens Desiring to be Heard before the Board
8. Informative Reports to the Board and Reports from Board Committees (when applicable)
9. Action Items
10. Purchasing Requests
11. 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, including the approval of Minutes from previous Board Meetings and the setting of the next meeting).
12. Items for Discussion/Possible Action (Items removed from the Consent Agenda or Items discussed in Closed Session, will be considered at this time)
13. Adjournment

### **RULES OF ORDER**

The latest edition of *Robert's Rules of Order* shall govern the Board of Trustees in its deliberations, except where it is inconsistent with these Bylaws or any applicable. All members of the Board may vote on matters to be decided by the Board unless excused by law.

### **MINUTES OF THE PROCEEDINGS**

Minutes of the proceedings of the Board of the previous meetings shall be included for approval at the next meeting or within a reasonable time frame for approval by the Board of Trustees. The minutes shall record the name of the person making a motion, the name of a person seconding it, and the vote. Minutes shall be succinct. Their basic function shall be the recording of official actions of the Board. Board members may request inclusion of statements or data that they deem vital to an adequate understanding of the minutes.

The official minutes shall be maintained in the College Chancellor's office.

### **HEARING OF CITIZENS**

The Chair of the Board of Trustees will include in the agenda of that meeting an opportunity for members of the public to address the Board of Trustees, provided the citizen files an Application for Hearing with the Executive Assistant to the Board or his/her designee, ten minutes prior to the start of the posted meeting time.

For items on the agenda, the time allotted each citizen or organization for discussion shall be no more than five (5) minutes with an additional five (5) minutes if requested by the Chair or a fellow Trustee, for further clarification and better understanding of an issue.

For items not on the agenda, the time allotted each citizen or organization for discussion shall be no more than five (5) minutes.



## Attachment 2

Discussion shall be addressed to the Board Chair and the entire membership of the Board. Discussion shall be limited solely to the matter currently under deliberation, and the Board Chair shall halt discussion that does not address the matter before the Board. Should the speaker fail to restrict his or her comment to the stated subject, he or she shall be given one warning by the Board Chair; if a second warning is required, then the speaker shall forfeit the remaining time allotment.

The total time for hearing of citizens shall be no more than 60 minutes at any one meeting. Notwithstanding the general rule regarding speaking time, the Chair of the Board in consultation with the other Trustees, reserves the right to fix such time limits on discussions as he/she deems appropriate to the occasion and may limit the number of citizens who appear before the Board in opposition or in support of a given issue.

Because the policy of the College flows from the Board of Trustees acting as a whole and not from individual members of the Board of Trustees, remarks from citizens must be confined to activities pertaining to the College. Members of the Board of Trustees and/or administration may not comment or deliberate during a public comment period at the meeting except to provide (1) a statement of specific factual information given in response to an inquiry or (2) a recitation of existing policy in response to an inquiry. Any deliberation of or decision regarding a subject presented during a public comment period shall be limited to a proposal to place the subject on the agenda of a subsequent meeting. The Board may, however, request that the appropriate administrator contact the speaker regarding the concern expressed, provided the necessary evidentiary documentation has been submitted. Should a citizen or representative of a delegation or an organization wish to use the time as a forum, documentation and evidence will not be required and an official response will not be made.

Should any citizen wish to distribute a handout to the Board of Trustees or audience, this shall be submitted at the time that the Application for Hearing is completed. Such materials will be distributed by the Executive Assistant to the Board or his/her designee at a time deemed appropriate by the Chair of the Board.

While citizens are urged to bring College matters to the Board of Trustees, no speech shall be permitted on behalf of any person running for political office, and no such literature pertaining to any form of electioneering will be permitted during the meeting.

A citizen's right to address the Board may be withdrawn if the citizen uses abusive or indecent language, engages in verbal attacks of a Board member or employee of the College, or becomes boisterous or makes unreasonable noise.

Comments regarding matters concerning a complaint or charge against a College employee or Trustee will be heard in closed session unless the individual who is the subject of the charge or complaint requests a public hearing.

**CHANCELLOR AS THE CHIEF EXECUTIVE OFFICER**

The Chancellor serves as the Chief Executive Officer of the College. The Chancellor reports to and is evaluated by the Board of Trustees and is not a presiding officer or member of the Board. The Board of Trustees establishes the College’s vision, mission, core values, and strategic plan. The Chancellor is responsible for implementing the College’s strategic direction and ensuring operations are consistent with the mission, vision, purpose, and core values and in compliance with State and Federal laws and regulations and accreditation guidelines. The Chancellor is also responsible for effectively implementing policies and regulations established by the Board of Trustees.

**REVISIONS OR AMENDMENTS TO THE BYLAWS**

Revisions and amendments to these Bylaws must be reviewed at a regularly scheduled Board meeting or workshop. Such revisions or amendments will require the affirmative vote of four (4) Trustees at the next regularly scheduled meeting of the Board of Trustees.

(Effective March 2, 1981. Revised February 3, 1992; May 6, 1996; November 3, 1997, March 5, 2007: \_\_\_\_\_, 2017)

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the new Policy, Campus Carry.

### **BACKGROUND**

On June 13, 2015, Texas Senate Bill No. 11 (S.B.11) was signed into law, which is generally referred to as the “campus carry” law, to allow the concealed carrying of handguns by license holders on the campuses of certain institutions. This law will become effective for San Jacinto College on August 1, 2017. The law requires that the College develop reasonable rules, regulations, and other provisions based on the consultation with faculty, staff, students, and stakeholders. The College has conducted surveys which sought input from faculty, staff, and students regarding the implementation of the new campus carry law. In addition, a Campus Carry Taskforce was created with 34 members, comprised of faculty, staff, and students of the College, who developed policy recommendations.

The original draft of the campus carry policy included recommendations from the campus carry committee and the College Strategic Leadership Team (SLT). The policy draft was then reviewed during the Board of Trustee’s Workshop held on March 6, 2017, and was adjusted to include the general comments received during that workshop. The updated draft of the policy was circulated to the campus community on March 22, 2017, with a deadline to received comments by March 31, 2017. Eight comments were received from the College community. The majority of these comments and suggestions were related to clarifications which will greatly assist in the development of clear communications and training regarding the implementation of the policy. Some of the other comments and suggestions resulted in changes to the Campus Carry Policy. On April 6, 2017, the Campus Carry Taskforce met to review comments and made additional changes which included the removal of the sole occupant “private” office area as a potential exclusion zone. The updated policy recommendation was reviewed at the April 10, 2017, Board of Trustees Workshop. The revised draft policy was sent to the College community a second time for comments which were received through April 26, 2017. Ten responses were received from the College community. The Campus Carry Taskforce met on April 27, 2017 to review the comments and provide recommended changes. The first reading of the campus carry policy was on May 1, 2017. Since the first reading, the policy was updated to reflect the new policy format however, no material changes were made to the policy content.

Although there are differing opinions on guns and the campus carry law, the College must comply with the requirements of S.B. 11 and allow for the general permission of concealed carry on our public campuses. Additional information about the campus carry law and the related requirements can be found on the College’s campus carry website at [www.sanjac.edu/campus-carry](http://www.sanjac.edu/campus-carry).

**Action Item “XIV”  
Regular Board Meeting June 5, 2017  
Consideration of Policy III.3000.A, Campus Carry – Second Reading**

**IMPACT OF THIS ACTION**

The purpose of this policy is to comply with the requirements of S.B. 11, which is generally referred to as the “campus carry” law, to allow the concealed carrying of handguns by license holders on the campuses of certain institutions. The policy grants permission for a valid Texas License to Carry a Handgun (LTC) license holder to generally carry a handgun on campus. The policy also identifies certain campus locations and activities that a valid LTC holder may be excluded from carrying a handgun due to previously existing State of Texas Statutes or exclusion zones identified by the College.

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

The expenses to purchase and install signs to identify exclusion zones will be funded using 2008 bond contingency funds.

**MONITORING AND REPORTING TIMELINE**

The policy has been circulated to the College community for comments and concerns according to the current policy workflow process. Associated procedures related to the policy will be developed over the next couple of months. The prior comments received from the College community will be addressed as appropriate in the procedures. These procedures will not be formally approved by the Board of Trustees. Because of the sensitivity of this topic, the procedures will be reviewed in detail with the Board of Trustees as they are developed.

**ATTACHMENTS**

Attachment 1 – Proposed Campus Carry Policy III.3000.A

**RESOURCE PERSONNEL**

Chet Lewis	281-998-6306	chet.lewis@sjcd.edu
Bruce Caldwell	281-542-2064	bruce.caldwell@sjcd.edu

## **Policy III.3000.A, CAMPUS CARRY**

### **Purpose**

The purpose of this policy is to comply with the requirements of Texas Senate Bill 11 (S.B. 11), which is generally referred to as the “campus carry” law, to allow the concealed carrying of handguns by license holders on the campuses of certain institutions. The policy grants permission for a valid Texas License to Carry holder (LTC) to generally carry a concealed handgun on campus. The policy also identifies certain campus locations and activities that a valid LTC holder may be excluded from carrying a handgun due to previously existing State of Texas Statutes or exclusion zones identified by the San Jacinto Community College District (College).

### **Policy**

The San Jacinto Community College District (College) is committed to providing a safe environment for students, employees, contractors, affiliates, and visitors, and to respecting the right of individuals licensed to carry a handgun in the state of Texas. Individuals licensed to carry may do so on campus except in locations and at activities prohibited by law or by this policy. The carrying of any handgun by an unlicensed person or the open carry of a handgun is not permitted in any place at the College.

1. Individuals who hold a valid Texas License to Carry a Handgun (LTC), including a valid Texas Concealed Handgun License, (“license holders”) may (1) carry a handgun on campus so long as the handgun is not in plain view, on or about their person at all times, and under their control (e.g., purse, backpack, bag, etc.) or (2) secure their handgun in a locked motor vehicle. The carrying of an unconcealed handgun on campus is restricted to authorized law enforcement officers and other persons who may be designated by appropriate law enforcement agencies.

All other weapons are strictly prohibited for students, faculty, staff, and visitors; their possession on campus is grounds for immediate action by law enforcement. See Section 46.05 of the Texas Penal Code for a list of weapons.

A license holder’s handgun must be concealed at all times. In compliance with Texas Penal Code §46.035(a-1), a license holder may not carry a partially or wholly visible handgun on campus premises or on any college driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area. Anyone intentionally or knowingly displaying a handgun in plain view for others to see is in violation of Texas law.

A license holder must display his or her License to Carry when directed by a law enforcement officer in accordance with section 411.205 of the Texas Government Code. Otherwise, an individual is not required to disclose whether he or she is a license holder in order to participate in any program or service offered by the College, except as required by law.

## Attachment 1

A license holder may not carry a handgun if he/she is intoxicated under Texas Penal Code 46.035(d).

2. It is the responsibility of license holders to carry their handguns on or about their person at all times. "About" the person means that a license holder may carry a holstered handgun in a backpack or handbag, but the backpack or handbag must be close enough that the license holder can grasp it without materially changing position. A license holder who carries a handgun on campus must carry it in a holster that completely covers the trigger and the entire trigger guard area. The holster must have sufficient tension or grip on the handgun to retain it in the holster even when subjected to unexpected jostling.

The College does not provide storage for handguns.

The open carry of handguns is not permitted on college premises.

3. The College is often the site of Pre-K-12 (Pre-Kindergarten – Grade 12) school-sponsored activities, such as field trips. When a Pre-K-12 school-sponsored activity is conducted at a particular location, the carrying of concealed handguns is prohibited. A sign shall be posted reading "Pre-K-12 school-sponsored activity in progress" during these activities. "School-sponsored activities" for purposes of this policy are defined as: tours, demonstrations, field trips, events, clubs, camps, clinics, programs, etc., held on College property that are authorized by a Pre-K-12 school district or individual school(s) as a curricular, co-curricular, or interscholastic activity and are managed or supervised in part by the district or school, or district or school employee.

Upon a survey of the College campuses, areas identified as routinely hosting such school-sponsored activities shall be posted on the College's rules and regulations regarding campus carry.

4. Texas Penal Code §46.03(a) (2) excludes license holders of handguns from carrying a handgun on premises of a polling place on the day of an election or while early voting is in progress according to Policy 2-19. A sign shall be posted at any polling place located on campus from the commencement of early voting through Election Day that reads either "Polling Place" or "Vote Here." (See Electioneering Procedure 2-19A)
5. Texas Penal Code §46.035(b) (6) excludes license holders of handguns from carrying a handgun on the premises of a church, synagogue, or other established place of religious worship. A sign shall be posted that conforms to Section 30.06 of the Texas Penal Code.
6. Texas Penal Code §46.035(b)(2) excludes license holders of handguns from carrying a handgun where a high school, collegiate, or professional sporting event or interscholastic event is taking place, unless the license holder is a participant in the event and a handgun is used in the event. Notice shall be given for all collegiate sporting events. If possible, for ticketed sporting events this notice should be given by means of a written communication on

## Attachment 1

the back of, or appended to, the ticket. Vendors and others who are permitted to enter the premises without a ticket shall be provided written notice through other means. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.

7. The concealed carry of handguns shall be prohibited in areas for which state or federal law, licensing requirements, or contracts require exclusion at the exclusive discretion of the state or federal government, or are required by a campus accrediting authority. Where appropriate, signage must conform to the overriding federal or state law requirements. Otherwise, notice conforming to Texas Penal Code §30.06 must be provided.
8. The concealed carry of handguns shall be prohibited in patient-care areas, including those in which professional mental health and counseling services are provided. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.
9. The concealed carry of handguns shall be prohibited in areas in which formal hearings are being conducted pursuant to Code of Student Conduct (Student Handbook); Academic Hearings; Veterans Appeal Hearings; Financial Aid Appeal Hearings; Employee Hearings; and Employee Grievances. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.
10. The concealed carry of handguns shall be prohibited in areas where the discharge of a firearm might cause great harm, such as laboratories with extremely dangerous chemicals, biologic agents, explosive agents, critical infrastructure, and areas with equipment that is incompatible with metallic objects, such as magnetic resonance imaging machines. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.
11. Counselors, staff, and volunteers who work in a campus program for minors must, as a condition of their participation, agree not to carry a concealed handgun on the grounds or in buildings where the program is conducted. Parents of attendees must also agree, as a condition of their child's participation, not to carry a concealed handgun on the grounds or in buildings where the program is conducted. "Campus program for minors" is defined as to provide oversight and training for camps and programs involving minors held on College premises or operated by the College which have recreational, athletic, religious, or educational activities for the campers. This includes all camps or programs covered by Texas Education Code, Chapter 51, Section 51.976, as well as any day camp, activity, or University Interscholastic League ("UIL") event sponsored by the College. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.

This policy does not apply to College course-based academic service learning or research approved by the Institutional Review Board ("IRB").

12. The College shall amend the Code of Student Conduct, Faculty Handbook, and San Jacinto Policy and Procedure Manual to provide that causing the accidental or intentional showing of a firearm or the accidental discharge of a firearm is conduct subject to disciplinary action.

13. Exclusion zones created by Texas Penal Code §§46.03 and 46.035 as well as by the rules and regulations enacted under S.B. 11 may sometimes comprise only a portion of a building. In some instances it may not be feasible to exclude concealed handguns only from the designated exclusion zones. The following factors and principles shall govern the implementation of these rules and regulations in those buildings in which some, but not all parts are designated as exclusion zones.

Governing factors:

- The percentage of assignable space or rooms in a building that are designated as exclusion zones.
- The extent to which the area (or areas) designated as exclusion zones are segregated from other areas of the building.
- The extent to which use of the building, and hence its status as an exclusion zone, varies from day-to-day or week-to-week.

Governing principles:

- If a small number of rooms or a small fraction of assignable space in a building is subject to exclusion, only the rooms or areas that qualify for exclusion should be excluded.
- If 85% or more of the total building in terms of number of rooms or assignable space is subject to exclusion, or if the excludable space is not segregated from other space, then as a matter of practicality, the whole building may be excluded.
- Appropriate signage shall be posted that conforms to Texas Penal Code, Section 30.06.

14. The College shall develop training materials particular to San Jacinto College on how to respond to an active shooter situation. These shall be incorporated in the active shooter training, and all faculty and staff shall be required to complete this module. All students are encouraged to complete training on how to respond to an active shooter situation.

15. The College shall develop and post in a prominent place a detailed Campus Carry FAQ.

16. The College shall develop materials that educate and inform current and prospective San Jacinto College students about campus carry and how it is being implemented.

17. To the extent possible, areas within gun-exclusion zones should be made available on a scheduled basis to faculty and staff. These spaces can be used for conferences that faculty or staff would prefer to conduct in a gun-exclusion zone.

18. The following factors and principles shall govern the implementation of exclusions or allowances for Graduation ceremonies.



Governing factors:

- Off-campus location shall follow the venue's rules and regulations in regards to the permitted carrying of firearms.
- On-campus location shall follow the use of the building and/or exclusion zone criteria set forth herein.

19. The Campus Safety and Security Council, appointed by the Chancellor, shall be established and tasked, at a minimum, with the following responsibilities:

- (1) Support the consistent implementation of these policies;
- (2) Provide a review process for recommendations to the Chancellor; and
- (3) Compile, maintain, and provide a periodic review of the premises where license holders are prohibited from carrying a handgun.

A student, or a member of the faculty or staff of the College may appeal a decision regarding the implementation of a policy or procedure contained herein to the Campus Safety and Security Council for consideration. A further appeal of the decision of the Campus Safety and Security Council may be submitted to the Vice Chancellor of Fiscal Affairs for consideration. The Vice Chancellor of Fiscal Affairs may choose to make a final decision or submit the appeal to the Chancellor for consideration. The Chancellor may approve, reject, or modify the decision in question, or may submit the issue to the Campus Safety and Security Council for reconsideration. The decision of the Chancellor to approve, reject, or modify a decision is final.

Additional policies or exclusion areas not provided for in this policy will not be the subject of or considered as a matter of appeal. In accordance with Texas Government Code, Section [411.2031](#), the Chancellor is authorized to enact reasonable rules and regulations regarding the concealed carry of handguns on campus.

20. Not later than September 1 of each even-numbered year, the College shall submit a report to the Texas Legislature and to the standing committees of the Legislature with jurisdiction over the implementation of these policies that:

- (1) Describes the rules and regulations adopted by the College regarding the carrying of concealed handguns on its campuses; and
- (2) Outlines the reasons the College established the provisions adopted.

**Definitions**

**Campus:** All land and buildings owned or leased by the San Jacinto Community College District.

**College:** The San Jacinto Community College District and also referenced as San Jacinto College.

**Concealed Carry:** The Texas Department of Public Safety defines a concealed handgun as a handgun not openly discernable to the ordinary observation of a reasonable person.

**Employee:** a full-time or part-time employee of the San Jacinto Community College District as defined by Human Resources policy and procedure.

**Exclusion Zones:** An area of a campus, building, or room where the possession of a handgun is prohibited by current Texas statute; or an area of a campus, building, or room designated and approved by the Strategic Leadership Team (SLT) and Board of Trustees in which the possession of a handgun is prohibited.

**Handgun:** A handgun is any firearm that is designed, made, or adapted to be fired with one hand.

**License to Carry Holder:** A person licensed to carry a concealed handgun under Chapter 411 of the Texas Government Code.

**"On or about their person":** Means a person licensed to carry a handgun must carry a handgun in a manner that the handgun is close enough to the license holder that he or she can reach it without materially changing position.

**Patient-Care Areas:** An area, including research areas, that involves the treatment or evaluation of a medical or mental health condition of a patient by a licensed health care provider or under the supervision or direction of a licensed health care provider and that results in a formal record of treatment.

**Student:** a currently enrolled student of the San Jacinto Community College District as defined by instruction policy and procedure.

### **Authority**

The Board of Trustees is authorized by the State of Texas to govern San Jacinto Community College District through the Texas State Constitution and Texas Education Code Chapter 130. College policy functions within the context of and is subject to compliance with laws, statutes, and regulations executed at federal, state, and local levels. The Board delegates authority to the Chancellor to develop policies for the Board's consideration at its request or on the Chancellor's initiative and delegates to the Chancellor the authority to develop, adopt, and implement procedures. To the extent that any policy is inconsistent with state or federal law, the state or federal law shall prevail. The Texas Government Code Section 411.2031 authorizes the Chancellor to establish reasonable rules, regulations, or other provisions regarding the carrying of concealed handguns by license holders on the campus or on premises located on the campus of the San Jacinto College.

### **Applicability**

Peace Officers employed by the San Jacinto College Police Department or other law enforcement agencies are exempt from this policy. This policy applies to all other employees, students, contractors, affiliates, and visitors to the College, unless stated otherwise by the policy.

**Sanctions**

Sanctions for violating a policy, unless stated otherwise by the policy, will be commensurate with the severity and/or frequency of the violation and will be administered according to human resources and student disciplinary policy or other applicable policy. Sanctions for violating state or federal laws shall be determined by the appropriate state or federal agency having jurisdiction.

**Exclusions**

The Chancellor has the authority to sign into effect, waive, or temporarily alter any policy necessary to address an emergency or temporary situation without utilizing the procedures outlined in this policy. The Board shall review any temporary exclusions at the next regularly scheduled meeting of the Board. To become permanent, any changes made under this exclusion shall begin the policy review process defined by procedure at the next regularly scheduled meeting of the Board.

**Interpretation**

The authority to interpret this policy and all policies resides with the Board of Trustees. The Board delegates the day-to-day interpretation of policy to the Chancellor or his/her designee.

**Procedures**

Procedures related to this policy are currently under development.

---

Date of Board Approval	Anticipated June 5, 2017
Effective Date	August 1, 2017
Primary Owner	Vice Chancellor, Fiscal Affairs
Secondary Owner	Chief of Police

---

**Action Item “XV”**  
**Regular Board Meeting, June 5, 2017**  
**Consideration of Approval of Galena Park Career and Technical**  
**Early College High School Memorandum of Understanding**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the Galena Park Career and Technical Early College High School Memorandum of Understanding (MOU). This MOU is a component of the application for designation as an Early College High School from the Texas Education Agency.

**BACKGROUND**

Galena Park Independent School District (GPISD) opened a career and technical- focused early college high school in partnership with San Jacinto College in the fall semester of 2015. The Board of Trustees and administration of GPISD approved this project. Administrators, faculty, and staff of San Jacinto College continue to be involved with the scheduling and advising of the students in Galena Park Career and Technical Early College High School (GPISD CTE ECHS). The focus of the high school is on technical certificates and associate of applied science (AAS) degrees, specifically in the allied health and health science areas, as well as in high-demand construction, technology, and industrial skills areas.

**IMPACT OF THIS ACTION**

This MOU acknowledges the dual credit tuition and fee waiver (75% on all college coursework and 100% on the EDUC/PSYC 1300 courses). GPISD will be responsible for the remaining tuition and fee costs, textbooks, expenses, and other materials as needed. GPISD will provide a principal and counselor, as well as other faculty and staff to provide the high school instruction. San Jacinto College North Campus faculty, staff, and administrators will support instruction for students in the program. The GPISD CTE ECHS had an enrollment of 214 for academic year 2016-2017 comprised of 9<sup>th</sup> and 10<sup>th</sup> graders. An additional 125 students will be added each of the next two years. The MOU also outlines the duties and responsibilities of both parties to support student access and success. The MOU outlines the occupancy of space on San Jacinto College North Campus in order to provide access for all students to the benefits of learning support and the college environment and culture.

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

A Dual Credit Coordinator and a Dual Credit Educational Planner were added to the staff at North Campus. These positions provide the appropriate support to advise and schedule the 1,300+ dual credit, early college, and Modified Early College Academy (MECA) students currently enrolled at the San Jacinto College North Campus. Some renovations are needed for the growth of the ECHS over the next two years. Most of this is occurring under the renovations already scheduled with the construction and occupation of the Center for Industrial Trades (CIT) and the vacated spaces in buildings 8, 9, and 10.

**Action Item “XV”**  
**Regular Board Meeting, June 5, 2017**  
**Consideration of Approval of Galena Park Career and Technical**  
**Early College High School Memorandum of Understanding**

**MONITORING AND REPORTING TIMELINE**

Updates on the Collee’s Early College High School partnerships are reported at least annually to the Board of Trustees. The first graduates of the program will be reported in June 2019. The term of the MOU takes effect upon signatures from the San Jacinto Community College District Chancellor and the Chairman of the Board of Trustees and ends on June 30, 2022. The MOU calls for an annual review of the document according to Texas Education Agency requirements. The MOU also specifies potential information regarding termination of the agreement including termination for convenience with 60 days notice and termination for insufficient enrollment.

**ATTACHMENTS**

Attachment 1 - Galena Park ISD Career and Technical Early College High School  
Memorandum of Understanding 2017-2021

**RESOURCE PERSONNEL**

Laurel V. Williamson	281-998-6184	laurel.williamson@sjcd.edu
Pamela S. Campbell	281-991-2672	pamela.campbell@sjcd.edu
Anne Dickens	281-998-6150x7443	anne.dickens@sjcd.edu

MEMORANDUM OF UNDERSTANDING  
GALENA PARK INDEPENDENT SCHOOL  
DISTRICT  
EARLY COLLEGE HIGH SCHOOL  
2017-2022

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas. (“SJCCD”), and the **GALENA PARK INDEPENDENT SCHOOL DISTRICT**, a Texas public independent school district and political subdivision of the State of Texas, (“GPISD”) located in Harris County in Texas with an effective date of \_\_\_\_\_. Individually, SJCCD and GPISD are referred to herein as “Party and collectively as “Parties.”

WHEREAS, SJCCD and GPISD desire to establish an early college high school program to be operated at the North Campus of SJCCD: and

WHEREAS the Parties intend to submit a program application to the Texas Education Agency (“TEA”) as required by and in accordance with Section 29. 908 of the Texas Education Code and 19 Texas Administrative Code §§ 4.151-4.161; 4.81-4.85; and 102.1091.

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

1. **Background and Purpose.** In 2014, Galena Park ISD and SJCCD engaged in discussions and began to plan for the establishment of an Early College High School (“ECHS”) with a Career and Technical Education (“CTE”) focus. The CTE ECHS will provide students with workforce-ready training, certifications, and/or an Associate of Applied Science upon completion of high school. Applicable Law (as hereinafter defined) permits a public school district and public college to partner to provide a course of study for an early college high school, combining high school courses and college-level courses during grades 9 through 12 for students who are at-risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code). The purpose of this MOU is to establish the rights and obligations of the Parties with respect to the operation of the CTE ECHS, a four-year high school with an early college program component (“Program”) that complies with all Applicable Law and will be located on SJCCD’s North campus. The Program must provide student learning and support programs that enable participating students to achieve a high school diploma and earn up to 60 semester credit hours toward an Associate of Applied Science degree by the end of the students’ senior year. Additionally, the CTE ECHS will provide workplace internships, field projects, industry mentorships, and college and career counseling. The CTE ECHS will commence the CTE ECHS with approximately 125 students in grade nine and continue to phase in approximately 125 students in grade nine on a yearly basis, with a maximum enrollment not to exceed 500 students in grades 9-12.

2. **Applicable Law.** The Parties agree to operate the Program and GPISD’s CTE ECHS in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following

federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook (“Attendance Handbook”) and the Financial Accountability System Resource Guide; and (h) Texas Higher Education Coordinating Board (“THECB”) guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”). The Parties agree to operate the Program and GPISD’s CTE ECHS in compliance with applicable SJCCD and GPISD board policies and procedure and policies and procedures that may be agreed upon by the Parties and approved for the GPISD’s ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU collectively shall be referred to as “Applicable Law” or “Applicable Laws” when used herein.

3. **Term.** Subject to approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, the term of this MOU shall commence upon the date that the second of the Parties has signed this MOU (“Commencement Date”) and shall expire on June 30, 2022 (“Expiration Date”). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party’s signing the MOU is approval of the Agreement by that Party’s governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as (“Initial Term”). Upon mutual written agreement by the Parties and approval as may be required by the Parties’ governing boards, TEA, and THECB, this MOU may be extended for a one-year renewal term (“Renewal Term”). As used in this MOU, the term (“Term”) shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU as set forth in Section 17.

#### 4. **Governance.**

a. **Governing Structure.** The governing structure of the Program shall include the appointment of a Steering Committee and Campus Planning and Advisory Committee (“CPAC”) at the GPISD’s CTE ECHS campus. The composition of the CPAC, the roles and responsibilities of the CPAC members, and the authority of the CPAC will be determined through collaboration of the Parties and set forth in a writing to be attached to this MOU as an addendum.

b. **Steering Committee.** Members of the Steering Committee will include the following GPISD representatives: Assistant Superintendent for Educational & Academic Support, Executive Director for Curriculum & Instruction, Senior Director for Student Support

Services, Director for Career & Technical Education, Program Director for College Readiness and the GPISD's CTE ECHS principal ("Principal"). Members of the Steering Committee will include SJCCD representatives: Chancellor, Associate Vice Chancellor for Student Success Partnerships, the Director of Dual Credit ("Liaison"), and other appropriate SJCCD campus and district personnel as determined by SJCCD. The Steering Committee will meet at least every six (6) months, and as needed. The Steering Committee will be charged with the overall oversight of the GPISD's CTE ECHS. Its responsibilities will include:

- i. Developing and implementing the academic and professional policy as related to the GPISD's CTE ECHS;
- ii. Developing and implementing budgets and financial policy as related to the GPISD's CTE ECHS;
- iii. Ensuring adherence to Applicable Law that affects the well-being of students enrolled in GPISD's CTE ECHS; and
- iv. Annually reviewing the MOU and suggesting revisions as necessary or advisable; and
- v. Develop and implement four-year degree plans for each student which will have students taking both college and high school courses every semester

c. GPISD's CTE ECHS Administrative Team. SJCCD will provide a representative to participate in the process of hiring the GPISD's CTE ECHS principal, who shall be an employee of GPISD. GPISD will also employ an Assistant Principal. GPISD will provide a representative to participate in the process of hiring the SJCCD North Campus Dual Credit Director, who shall be a SJCCD employee. SJCCD shall designate the person to serve as Liaison with GPISD as it relates to the GPISD's CTE ECHS. The SJCCD Liaison will cooperate with and facilitate communication between the GPISD and SJCCD. The SJCCD Liaison will meet with the GPISD's CTE ECHS principal and other representatives as may be needed to support the GPISD's CTE ECHS.

5. GPISD's CTE ECHS Organization. Except for building use policies or as otherwise set forth in this MOU or required by Applicable Law, policies and procedures relating to the high school portion of the Program and GPISD's CTE ECHS shall be governed by GPISD policies and regulations. The building use policies and all policies relating to the college courses and services portion of the Program and GPISD's CTE ECHS shall be governed by the SJCCD policies and procedures. The GPISD's CTE ECHS on-site administrator ("Principal") will have decision-making authority in matters of budgeting, staffing for non-college level courses, scheduling, student assessment for non-college level courses and requirements, curriculum for non-college level courses, and professional development in congruence with GPISD policy and GPISD's CTE ECHS procedures. SJCCD, in cooperation with the GPISD's Principal, shall be responsible for assessing participating students for readiness for college-level courses and for developing and implementing an evaluation process for measuring the effectiveness of the Program. The Program courses will be the same college level courses offered by SJCCD to non-Program students. SJCCD shall be responsible for selecting instructors for college-level courses as required by SJCCD in accordance with Applicable Law and for supervising instructors of college-level courses.



6. **School Calendar.** The instructional calendar for the high school portion of GPISD's CTE ECHS will be based on the GPISD calendar and comply with all related TEA regulations for attendance. GPISD will adjust its schedule if necessary to enable the GPISD's CTE ECHS students to enroll in and attend the college level courses provided by SJCCD. Where allowed by Applicable Law, including, without limitation, Section 29.0822 of the Texas Education Code and 19 Texas Administrative Code § 129.1027, and further subject to approval of both Parties, the GPISD's CTE ECHS calendar may vary from that of the GPISD in order to best fit the needs of students and reasonably interrelate with the SJCCD academic calendar.

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

8. **GPISD's CTE ECHS Faculty.**

a. **Faculty for High School Courses.** To teach high school-level courses in GPISD's CTE ECHS, GPISD instructors must meet State certification requirements in their subject area to teach in the State of Texas. GPISD's CTE ECHS instructors teaching non-college level courses will be selected and supervised by GPISD. GPISD employees assigned to the GPISD's CTE ECHS will be evaluated annually by GPISD according to Applicable Law and GPISD policies and procedures.

b. **Faculty for College-Level Courses.** GPISD's CTE ECHS instructors teaching college level or dual credit courses must be regularly employed SJCCD faculty members and meet the same standards of SACS for college-level instructors. SJCCD shall select its instructors who teach the college level courses in which CTE ECHS students are enrolled based upon their previous experience and success in teaching freshman courses, developmental and accelerated courses, and dual-enrollment courses. SJCCD shall supervise its instructors who teach the college level in which CTE ECHS students are enrolled, including any adjunct faculty as described in Section 8.c, in accordance with SJCCD policies and procedures.

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

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

e. Professional Development. Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the GPISD's CTE ECHS Principal and the Liaison.

9. Building a College Culture. The GPISD and the SJCCD will establish a learning community that blends high school and college, instilling a college-going culture among the participating students. GPISD's CTE ECHS students will be aided to:

- a. Develop a four-year high school graduation plan and post-secondary plan;
- b. Participate in high school credit classes, and college credit classes for which students receive both high school and college credit;
- c. Participate in an internship program when possible;
- d. Participate in an advisory class when possible, but at least in 9<sup>th</sup> grade, which provides college campus orientation, academic counseling, college and career planning and additional student support counseling; and
- e. Adhere to student behavioral expectations; and
- f. Participate in at least one college class on the four-year plan per semester.

**10. Outreach to Target Population; Admission of Students to Program.**

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

- i. The establishment of a recruitment web site that will provide recruitment and admission information;
- ii. The distribution of recruitment/admission packets to all 8th grade students, as applicable in GPISD;
- iii. Meetings with GPISD counselors, as applicable, to discuss the GPISD's CTE ECHS and answer questions;

- iv. Student/parent meetings that will be held on middle school campuses to explain the opportunities and commitment required of GPISD's CTE ECHS students; and
- v. Development of recruitment and admission information presented in a bilingual mode.

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

c. Transportation. In order to facilitate participation by the target population defined for the GPISD's CTE ECHS, GPISD will be responsible for transportation of the CTE ECHS students to and from the CTE ECHS Facility.

## **11. Curriculum**

a. Courses of Study and Curriculum Alignment. GPISD and SJCCD will develop an articulated four year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college level classes during grades 11 and 12, and represents high levels of rigor, acceleration, and support. The SJCCD Liaison and the Principal will be responsible for working with GPISD's CTE ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment.

b. Course Requirements: Monitoring. GPISD shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills and that GPISD's CTE ECHS students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. GPISD will be responsible for monitoring and ensuring the quality of instruction for the solely high school credit courses offered at GPISD's CTE ECHS. GPISD's CTE ECHS students must meet all of the regular prerequisites for any college-level course. SJCCD will assess each student for readiness to engage in any college-level course. Based on such assessment, the Liaison and the Principal will determine what forms of assistance and remediation may be needed by a student prior to the student's enrollment in a given college-level course. College-level courses will consist of curricula materials, instructional activities, method, rigor, and evaluation of student performance as required by SJCCD and Applicable Law for SJCCD non-Program students. College-level academic courses shall be identified in the current edition of LDACGM adopted by the THECB. College-level workforce education courses shall be identified in the current

edition of the WECM adopted by the THECB. SJCCD, in its sole discretion, may offer remedial or developmental courses for CTE ECHS students. Students enrolled in remedial and developmental courses will not earn college credit for those courses. SJCCD will ensure that college course goals and standards are understood. SJCCD will designate personnel to monitor the quality of instruction in order to ensure compliance with all Applicable Law and any accrediting authorities.

c. High School Diploma and Degree. Within this framework, students may be able to earn a High School Program diploma within a four-year time frame and 60 credit hours towards an Associate of Applied Science degree and/or certification.

d. Instructional Materials. The GPISD's CTE ECHS will provide all course materials, including textbooks, syllabi, course packets, and other materials needed for classes at no cost to the student. The funding of materials is addressed in Section 14.c. of this MOU.

e. Physical Education and other High School Only Courses. The Parties acknowledge that physical education is not required as a part of the Associate of Applied Science degree program but may otherwise be required for a high school diploma under Applicable Law. Accordingly, GPISD will be responsible for instruction in physical education and may utilize a designated area of the SJCCD North Campus facility for providing such instruction. Additionally, to the extent that any high school only courses are required for any students enrolled in the CTE ECHS, including, without limitation, remediation classes, they will be provided by GPISD faculty at a location designated by SJCCD at the SJCCD North Campus.

## 12. Students.

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

- i. If the course is required for completion under the State Board of Education Foundation High School Program graduation requirements;
- ii. If the high school credit-only students are College Board Advanced Placement students; and/or
- iii. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

b. Academic Policies. The academic policies of GPISD shall apply to all students enrolled in the GPISD's CTE ECHS. The academic policies of SJCCD shall apply to GPISD's CTE ECHS students as to college-level courses.

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

will collaborate to resolve any conflict.

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

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

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

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

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

i. Student Support Services. Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. Students will be assigned a mentor/advisor in high school. Teacher mentors/advisors will meet individually with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. Students will also tutor each other and have access to SJCCD tutors. At SJCCD, students will receive support through supplemental

instruction, SJCCD tutors, and/or additional sources identified. The SJCCD Liaison assigned to GPISD's CTE ECHS will work to inform the GPISD's CTE ECHS administration of students with excessive absences and academic concerns in college-level courses prior to the end of a semester to provide for intervention for success. To ensure academic success, the Parties will provide counseling and academic support services, as may be needed. GPISD will assign a specific counselor to its GPISD's CTE ECHS who will provide academic and counseling support to the GPISD's CTE ECHS learning community's students and their parents, and work with the SJCCD Liaison in the areas of test preparation, remediation, and the development of an integrated support system for GPISD's CTE ECHS students across the two institutions. The GPISD counselor and Liaison will work to ensure students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. Each Party will assist families as they complete initial application and enrollment in the respective organizations' processes. SJCCD will assist with registration for all students who are qualified to enroll in SJCCD courses.

**13. Program Reporting.** The Parties will cooperate on the preparation and submission of the annual and other reports on the progress of the GPISD's CTE ECHS to be submitted to TEA and as may be required by the THECB. The reports will be provided to each Party and others as deemed appropriate. Data regarding student progress and success will be collected and shared as deemed appropriate under the supervision of the Steering Committee. The annual and other reports will contain information required by TEA, THECB, or as otherwise required by Applicable, which may include, without limitation, the number of credit hours taken and earned, grade point averages, state assessment results, SAT/ACT/PSAT scores, Texas Success Initiative readiness by grade levels, qualifications of CTE ECHS faculty and staff, and locations where courses are taught.

**14. Fiscal Matters.**

a. **Rules for Charging Students.** Students enrolled in the GPISD's CTE ECHS will not be charged for costs associated with the Program for tuition and fees, textbooks, administration of a college placement exam, or fees required by SJCCD for other students enrolled in SJCCD. Neither GPISD nor SJCCD will be responsible for costs associated with students re-taking a class due to failure, re-taking a class to obtain a higher grade, or taking courses beyond the prescribed Associate of Applied Science degree plan. Students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed AA degree plan will be responsible for all costs associated with the classes at the rate assigned to dual credit students not enrolled in GPISD's Early College High School.

b. **Tuition and Fees.** During the Term, SJCCD will waive 70% of the tuition and fees for all GPISD's CTE ECHS students enrolled in college-credit courses. GPISD will pay to SJCCD 30% of the tuition and fees associated with the college-level courses and provide textbooks, instructional materials, or any costs associated with enrollment for current CTE ECHS students enrolled in college courses at SJCCD. Notwithstanding the foregoing, SJCCD will waive 100% of the tuition for current CTE ECHS students enrolled in EDUC 100 or PSYCH 1300 courses. GPISD will also fund the salaries, benefits, and employment taxes for GPISD's CTE ECHS Principal, Counselor, Independent Study and Research Teacher, support staff, and any other GPISD employees assigned to the Program. SJCCD will provide classroom, office, and other space for the GPISD's CTE ECHS Program at the CTE ECHS Facility. GPISD will support

the GPISD's CTE ECHS' day-to-day operational costs, including administrative and staff salaries, transportation, and facility and other school-related expenditures.

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

d. Fund Sources. Each Party is entitled to receive state funding based on current funding rules of TEA and THECB. GPISD has committed to the GPISD's CTE ECHS the use of its local funds for instructional, administrative, and professional development costs beyond the expenditure of startup funds. In turn, the SJCCD has agreed to provide administrative, instructional, and support services as well as 70% tuition waiver (or 100% for the two courses listed in Section 14(b)) beyond the expenditure of start-up funds.

e. Fiscal Agent. The GPISD will act as the fiscal agent for the purposes of this MOU. Under this arrangement, the GPISD will be the recipient of GPISD's CTE ECHS funds and will be acting as the intermediary for the GPISD's CTE ECHS.

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

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

#### 17. **Termination of the MOU.**

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

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

c. Termination for Insufficient Enrollment. Either Party may terminate this MOU in the event of insufficient enrollment. For purposes of this Section 17(c), insufficient enrollment means that the number of students who indicate an interest in enrolling in the ninth grade class of the CTE ECHS to begin August 2015 is significantly fewer than the 125 students maximum permitted.

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

e. Effect of Termination. Should SJCCD or the GPISD terminate their participation in the GPISD's CTE ECHS, they will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

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

## **18. Miscellaneous Provisions.**

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

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

c. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and GPISD may teach college courses as adjunct professors of SJCCD or through



some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this MOU.

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

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

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

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

**COLLEGE:**

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

**SCHOOL DISTRICT:**

Galena Park Independent School  
Superintendent  
14705 Woodforest Blvd.  
Houston, Texas 77015

**COPY TO:**

San Jacinto Community College North Campus  
Provost  
5800 Uvalde  
Houston, Texas 77049

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

notice to the other.

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

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

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

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

*[Signatures appear on the following page]*

[Signature page for the Memorandum of Understanding with an Effective Date of \_\_\_\_\_, 2017]

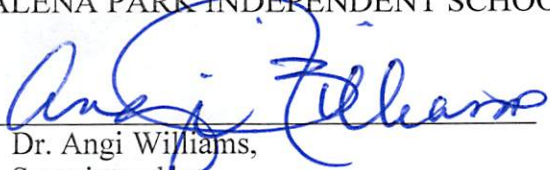
IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the Effective Date of \_\_\_\_\_:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

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

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

GALENA PARK INDEPENDENT SCHOOL DISTRICT

By:  \_\_\_\_\_ Date 5-9-17  
Dr. Angi Williams,  
Superintendent

By:  \_\_\_\_\_ Date 5-8-17  
Mr. Wilfred J. Broussard,  
President, Board of Trustees

**Action Item “XVI”  
Regular Board Meeting, June 5, 2017**

**Consideration of Approval of College Readiness Mathematics Courses  
Memorandum of Understanding with University of Texas Dana Center**

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the University of Texas Dana Center (UT Dana Center) Memorandum of Understanding (MOU). This MOU re-addresses a component of House Bill 5 (Tex. Leg. 83R).

## **BACKGROUND**

In House Bill 5, Section 10, each school district was mandated to partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. Students in the 12<sup>th</sup> grade who are deemed not college ready in mathematics may participate in these courses. Due to changes in the mathematics courses required in transfer pathways, the earlier created course (only based on preparation for college algebra) will be redesigned to provide college preparatory coursework that will prepare students to be successful in college algebra, elementary statistics, and quantitative reasoning. The Texas Success Center (TSC) recommended course framework will guide the course content and delivery.

## **IMPACT OF THIS ACTION**

Under the referenced legislation, successful completion of this course under the specifications in the MOU will allow students a temporary waiver and allow them to enroll in the credit-bearing college-level mathematics course that is a core component of their chosen academic pathway. The specific requirements for claiming that waiver are delineated in the MOU.

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

San Jacinto Community College District (SJCCD) and the UT Dana Center will collaborate to develop and maintain a college preparatory mathematics course (CPMC) in partnership with the participating school districts. Input and feedback from ISD and College faculty, as well as from school district and College administrators, will inform any revisions that need to be made in the spirit of continuous improvement. Professional development opportunities will be collaboratively supported by the UT Dana Center and SJCCD.

## **MONITORING AND REPORTING TIMELINE**

The UT Dana Center will collect and analyze data related to college readiness for students enrolled in the course and share it with SJCCD. The role of SJCCD in the data-sharing process includes providing the UT Dana Center with information on enrollment in entry-level college mathematics courses and performance data for participating students.

**Action Item “XVI”  
Regular Board Meeting, June 5, 2017  
Consideration of Approval of College Readiness Mathematics Courses  
Memorandum of Understanding with University of Texas Dana Center**

**ATTACHMENTS**

Attachment 1 - Memorandum of Understanding San Jacinto Community College District and  
University of Texas Dana Center College Readiness Mathematics Courses  
CRMC14-2018

**RESOURCE PERSONNEL**

Laurel V. Williamson	281-998-6184	laurel.williamson@sjcd.edu
Pamela S. Campbell	281-991-2672	pamela.campbell@sjcd.edu



THE CHARLES A. DANA CENTER  
THE UNIVERSITY OF TEXAS AT AUSTIN

---

1616 Guadalupe St., Suite 3.206 • Austin, Texas 78701 • (512) 471-6190 • Fax (512) 232-1855 • [www.utdanacenter.org](http://www.utdanacenter.org)

April 10, 2017

San Jacinto College  
Attn: Pamela Campbell  
Associate Vice Chancellor for Student Success Partnerships  
5800 Uvalde Road  
Houston, TX 77049

Re: Partially-executed Memorandum of Understanding

Ms. Campbell:

Please find an original signed copy of the Memorandum of Understanding between San Jacinto College and The University of Texas at Austin's Charles A. Dana Center. The above-referenced MOU is to cover the collaboration to develop and maintain a college preparatory mathematics course that meets the terms of this agreement as outlined in the Support and Services section of the MOU.

Please return a scanned copy to Alisha Thompson at [athompson32@austin.utexas.edu](mailto:athompson32@austin.utexas.edu) and [lindsay.fitzpatrick@austin.utexas.edu](mailto:lindsay.fitzpatrick@austin.utexas.edu) by April 30, 2017. Please feel free to contact me with any contractual questions or if return will be delayed.

Regards,

A handwritten signature in black ink, appearing to read "Alisha Thompson", with a long horizontal line extending to the right.

Alisha Thompson  
Contracts and Grants Coordinator

AT/at

Enclosure

**Memorandum of Understanding**

**San Jacinto Community College District and**

**University of Texas Dana Center**

**College Readiness Mathematics Courses**

This Memorandum of Understanding ("MOU") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the San Jacinto Community College District, a Texas institution of higher education ("SJCCD"), located at 4624 Fairmont Parkway, Suite A1.202, Pasadena, Texas 77504, and University of Texas at Austin Dana Center ("UT Dana Center"), part of the University of Texas, located at 1616 Guadalupe Street, Suite 3.206, Austin, TX 78701.

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 that each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts;

WHEREAS the parties have agreed to enter into a collaborative agreement where students at the 12th grade level who are deemed not college ready per House Bill 5, Section 10 may participate in the proposed courses;

WHEREAS, SJCCD and UT Dana Center jointly recognized an opportunity to create seamless pathways for students to enter into college level work in mathematics through this course opportunity;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SJCCD and UT Dana Center, intending to be legally bound, agree as follows:

**Scope of Services.** SJCCD and UT Dana Center agree to collaborate to develop and maintain a college preparatory mathematics course that meets the terms of this agreement as outlined below in the Support and Services section of this MOU. SJCCD and UT Dana Center will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

**Term.** The initial term of this MOU shall begin on July 1, 2017 and continue through June 30, 2018. Thereafter, the parties may renew this MOU for two (2) consecutive one (1) year terms upon written agreement by both parties. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." Either party may terminate this MOU, without cause, upon at least thirty (30) calendar days' prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually otherwise agreed to by the parties.

**Support and Services.** SJCCD and UT Dana Center agree to the following conditions:

A. UT Dana Center agrees to provide the following to participating institutions of higher education for the college preparatory mathematics course ("CPMC"):

- To garner feedback from mathematics and administrative faculty in designing professional development and on-going support to participating districts;
- To work with mathematics and administrative faculty to determine what role they will play in supporting the delivery of support for CPMC implementation; and
- Collect and analyze data related to college readiness for students enrolled in the course and share it with the institution of higher education.

B. SJCCD agrees to the following for the implementation of the CPMC:

- To support districts in implementing the course with fidelity that is consistent with the Texas Success Center (TSC) recommended course framework and coordinating any adaptations with the Dana Center;
- To align any assessment resources, including the final exam, with the TSC recommended course framework;
- To offer feedback to the Dana Center on course design, professional development, and implementation;
- To assist the Dana Center project evaluation efforts including sharing entry-level college mathematics course enrollment and performance data for participating students.

**Indemnity.** To the extent allowed by the Constitution and Texas law, UT Dana Center agrees that UT Dana Center shall indemnify, defend, and hold harmless, SJCCD and SJCCD’s past, present, and future trustees, officers, and employees (collectively, “Indemnified Parties”), from and against all liability, claims, demands, causes of action, damages, losses, costs, and expenses of any kind or nature asserted by any third party, occurring or in any way incident to, arising out of, related to, or in connection with, any acts of UT Dana Center and/or UT Dana Center’s participants, visitors, agents, employees, contractors, or licensees done in connection with this MOU. It is the intention of UT Dana Center that such indemnity shall apply whether or not the liability, claims, demands, causes of actions, damages, losses, costs and expenses arise from the negligence of SJCCD or any of the Indemnified Parties. UT Dana Center’s obligations under this clause shall survive termination or expiration of this MOU.

**Limitation of Liability.** EACH PARTY WAIVES ALL CLAIMS AGAINST THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ALLEGEDLY SUFFERED BY ANY PARTY CONCERNING THIS MOU, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND BUSINESS INTERRUPTION.

**Notice.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows.

If to SJCCD: San Jacinto Community College District  
 Attn: Ann Kokx-Templet  
 4624 Fairmont Parkway, Suite A1.202  
 Pasadena, Texas 77504


If to UT Dana Center: Kathi Cook  
 Manager, Online Course Programs  
 Charles A. Dana Center  
 The University of Texas at Austin  
 1616 Guadalupe Street,  
 Suite 3.206  
 Austin, TX 78701  
 Campus mail code: D9000

Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.

**Relationship of the Parties.** It is understood and agreed that UT Dana Center is a separate legal entity from SJCCD and UT Dana Center is not an employee, agent, joint venturer, or partner of SJCCD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and

{111841-00014 ABB 2/17/2017 01121197.DOCX 1 }

SJCCD Initials \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Agency Initial:  Date 4/13/17  
 April 10, 2017



employee between SJCCD and either UT Dana Center or any employee or agent of UT Dana Center.

**No Waiver of SJCCD's Immunity.** Notwithstanding anything to the contrary herein, the execution of this MOU and the performance by SJCCD of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and SJCCD shall not waive or relinquish, any governmental, sovereign immunity or defense from, or to, liability or prosecution available to SJCCD or any of the Indemnified Parties under federal or Texas laws.

**No Waiver of UT Dana Center's Immunity.** Notwithstanding anything to the contrary herein, the execution of this MOU and the performance by UT Dana Center of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and UT Dana Center shall not waive or relinquish, any governmental, sovereign immunity or defense from, or to, liability or prosecution available to UT Dana Center, its trustees, officers, employees, or agents under federal or Texas laws.

**No Third-Party Beneficiaries.** Nothing in this MOU shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.

**Governing Law and Venue.** This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Travis County, Texas. The program, in all cases, will comply with applicable federal, state and local laws.

**Severability.** In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**Binding Effect.** This Agreement shall bind and inure to the benefit of each of the parties and their respective successors and assigns.

**Interpretation.** The parties agree that the normal rules of construction that requires any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

**Changes and Amendments.** This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

**Assignment.** Neither this MOU nor any rights, duties, or obligations under it, shall be assignable by UT Dana Center without the prior written acknowledgment and authorization of SJCCD, which may be withheld at SJCCD's sole discretion. Any attempted assignment by UT Dana Center without SJCCD's prior written consent shall be void and of no force or effect.

**No Waiver.** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

**Survival of Obligations.** The obligations of the parties under this MOU, which by their nature would continue beyond the termination, cancellation or expiration of this MOU, shall survive termination, cancellation or expiration of this MOU.

**Captions.** The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

**Counterparts.** This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.


**Entire Agreement.** This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

**San Jacinto Community College District**

\_\_\_\_\_  
Dr. Brenda Hellyer  
Chancellor  
San Jacinto College

\_\_\_\_\_  
Date

**University of Texas at Austin**  
**Charles A. Dana Center**

  
\_\_\_\_\_  
Richard Blount

4/12/17  
\_\_\_\_\_  
Date

University of Texas at Austin  
Charles A. Dana Center

**Action Item “XVII”  
Board Meeting June 5, 2017**

**Consideration of Approval of the Articulation Agreement between San Jacinto Community  
College District and Lamar University**

### **ADMINISTRATION RECOMMENDATION/REPORT**

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

### **BACKGROUND**

The purpose of this agreement is to formally recognize that both institutions are active educational partners, committed to providing greater educational opportunities and services for students transferring between institutions. Student benefits include: scholarships, joint admissions, and Honors College. This Agreement seeks to establish activities between LU and SJCCD which are designed to:

- Increase awareness of educational opportunities at LU and SJCCD;
- Ensure a seamless transfer process between the institutions;
- Encourage students to complete degree programs at both institutions; and
- Provide for expanded cooperative efforts between the institutions.

### **IMPACT OF THIS ACTION**

This Agreement replaces multiple articulation agreements (i.e., industrial technology, reverse MOU, RN-BSN, and a general transfer agreement) with a single umbrella agreement and includes the Honors Program.

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

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

No budgetary impact.

### **MONITORING AND REPORTING TIMELINE**

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

### **ATTACHMENTS**

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

**Action Item “XVII”  
Board Meeting June 5, 2017**

**Consideration of Approval of the Articulation Agreement between San Jacinto Community  
College District and Lamar University**

**RESOURCE PERSONNEL**

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

## **Articulation Agreement**

### **San Jacinto Community College District & Lamar University**

This formal Articulation Agreement (“Agreement”) is entered into by Lamar University (“LU”), an institution of higher education, whose main office address is at 4400 MLK Parkway, Beaumont, TX 77710, and San Jacinto Community College District (“SJCCD”), a public institution of higher education, whose main office address is at 4624 Fairmont Parkway, Pasadena, TX. 77504. By this agreement, effective as of the 1<sup>st</sup> day of May, 2017, LU and SJCCD, collectively known as “Parties” or “Institutions”, express a shared commitment to increase opportunities for student access to, and success in, higher education. By clarifying transfer policies and procedures that assure articulation between programs, the Institutions seek to forge a seamless transfer from the associate to the baccalaureate degree.

### **General Provisions and Terms**

1. Purpose. This Agreement formally recognizes that both institutions are active educational partners, committed to providing greater educational opportunities and services for students transferring between institutions. Student benefits include: scholarships, joint admissions, and Honors College. This Agreement seeks to establish activities between LU and SJCCD which are designed to:
  - Increase awareness of educational opportunities at LU and SJCCD;
  - Ensure a seamless transfer process between the Institutions;
  - Encourage students to complete degree programs at both institutions; and
  - Provide for expanded cooperative efforts between the institutions.
  
2. Transfer of Credit. The Institutions will jointly develop program agreements by major which will clearly identify the following:
  - The courses, sequences of courses or programs that are equivalent to specific course requirements between the institutions;
  - Required and recommended courses for a degree at LU;
  - Student performance criteria (courses, grades, GPA, etc.);
  - The number of SJCCD credit hours which may be transferred to a LU degree program; and
  - The specific residency credit hour requirement by program area to be completed at LU in order to complete the requirements for a bachelor’s degree.

These specified, individualized program agreements/degree maps shall be designed to establish an efficient degree pathway for students who choose to participate in these plans. In order to be effective, all program agreements shall be reduced to writing and executed by the authorized representatives of both parties. The written program agreements shall be incorporated for all purposes into this Agreement as Addenda. In the event of a conflict

## Attachment 1

between a program agreement and this Agreement, the terms of this Agreement shall govern.

3. Reverse Transfer. In order to facilitate the reverse articulation of credit to eligible SJCCD students who transfer to LU prior to earning an associate's degree at SJCCD, the parties agree to encourage the reverse transfer of credit from LU to SJCCD in order to allow said students to complete requirements for an associate's degree in accordance with Texas Education Code, Section 61.833. This reverse transfer of credit is specifically designed to allow students to complete the requirements of an associate's degree even after transferring from SJCCD and prior to completion of the baccalaureate degree. To facilitate the reverse transfer of credit, the parties agree that:
  - a. At an interval agreed upon by both parties, LU will review its student records and determine which students are eligible for the reverse articulation of credit. SJCCD and LU will work together to establish a timeline for record exchange, including original submission and the schedule of repeated academic record submissions;
  - b. In accordance with the requirements of Section 61.833 of the Texas Education Code, LU shall notify its matriculated students of the reverse transfer opportunity at SJCCD and request authorization from the student for LU to release the student's academic course information to SJCCD for the purpose of determining whether the student has earned the required credits for an associate's degree offered by SJCCD;
  - c. Upon its receipt of a student's signed consent, LU will provide SJCCD with information on transfer students to help SJCCD officials determine students who could benefit from reverse transfer of courses and SJCCD will provide LU with information about degrees awarded as a result of reverse transfer, subject to applicable state and federal laws.
  - d. Upon its receipt of LU transcript information, SJCCD will conduct a degree audit of each eligible student and evaluate all coursework that may apply to the completion of the student's associate degree at SJCCD. SJCCD will notify each student that he or she is eligible to receive an associate's degree and eligible to participate in SJCCD's graduation ceremony.
  - e. SJCCD will collaborate with LU on the services listed above, provide the necessary contact information for students, and report any problems or challenges to the designated LU representative in a timely manner.
  - f. Separate academic records for students will be maintained at each institution.
4. Data Sharing. SJCCD and LU agree: (1) to exchange data that will contribute to the maintenance and improvement of this Agreement, as well as any program agreements developed hereunder, and promote effective cooperation between the two institutions; (2) to protect students' privacy and guard against the unauthorized release of identifying student information and records in accordance with the Family Educational Rights and Privacy Act (FERPA); and (3) to comply with all applicable requirements regarding data sharing and storage of student records.

SJCCD will provide the following data elements to LU on an annual basis:

## Attachment 1

- a. Directory information, as designated by SJCCD, for students who have expressed a stated interest in transferring to LU;
- b. Major area of interest for students who have expressed a stated interest in transferring to LU; and
- c. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both Parties.

LU will provide the following data elements to SJCCD on an annual basis:

- a. Directory information for students living in the SJCCD service area;
- b. Degree name and completion status of SJCCD transfer students;
- c. Semesters attended by SJCCD transfer students;
- d. Hours completed by SJCCD transfer students;
- e. Grade Point Average of SJCCD transfer students, and
- f. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both institutions.

SJCCD agrees that data transferred from LU to SJCCD is and shall remain the sole and exclusive property of LU. LU agrees that the data transferred from SJCCD to LU is and shall remain the sole and exclusive property of SJCCD. LU and SJCCD acknowledge that educational records maintained by each institution are subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) and the regulations promulgated under its authority. Both institutions agree to comply with FERPA regulations, and implement appropriate procedures to ensure that confidential information is not disclosed or distributed.

5. Cooperative Advising. Cooperative Advising allows students to access academic advisors at both institutions for the purpose of planning and selecting courses applicable to the anticipated degree program at both institutions. This opportunity applies to all students with an expressed interest in transferring to LU for advising on degree programs subject to this Agreement. LU agrees to provide reasonable access to academic advisors from LU to students attending SJCCD prior to their actual transfer and in accordance with this Agreement.
6. Program Changes. SJCCD and LU agree to review annually and promptly communicate with each other any future curriculum changes, policy changes, or resident credit requirements that will affect this agreement or any program agreement developed hereunder.
7. Promotion. SJCCD and LU agree to cooperate in communicating with each other concerning the relationship between the two institutions. SJCCD and LU agree to acknowledge and recognize the information in this agreement on each institution's website and via other marketing and publicity methods; any such website/marketing materials must be approved in writing in advance by both parties.

## Attachment 1

8. **Term and Termination.** Upon execution of this agreement, the arrangement shall continue for two years with automatic renewals for up to five years total until terminated by either party. Either party may terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice if the Party to whom such notice is given has breached any provision of this Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice. Immediate termination will occur if either party loses their current accreditation status. If termination due to a loss of accreditation occurs, the Agreement will end retroactive to the date the accreditation status changed.

In the event of termination of this Agreement, LU agrees to ensure students currently enrolled in or newly accepted into a Program under this Agreement, prior to the effective termination date, will be given the opportunity to complete their Degree Program with LU.

9. **Non-Exclusivity.** This Agreement does not preclude SJCCD or LU from entering into similar agreements with other institutions of higher education.
10. **Governing Law; Venue.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement.
11. **No Waiver of Immunity.** Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder shall operate to or be deemed to waive any immunity or defense that either party may be entitled under law.
12. **Indemnification.** To the extent authorized by the constitution and laws of the State of Texas, SJCCD AGREES TO INDEMNIFY, RELEASE, AND HOLD LU AND LU'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") ARISING FROM SJCCD'S ACTS OROMISSIONS WITHIN THE TERMS OF THIS AGREEMENT; PROVIDED, HOWEVER, SJCCD SHALL NOT HOLD LU HARMLESS FROM ANY CLAIMS, DEMANDS OR CUASES OF ACTION ARISING IN FAVOR OF ANY PERSON OR ENTITY RESULTING DIRECTLY OR INDIRECTLY FROM THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRING, OR THERWISE) OF LU, ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY PERSON OR ENTITY NOT SUBJECT TO SJCCD'S SUPERVISION OR CONTROL. BY ENTERING INTO THIS AGREEMENT, AND COMPLYING WITH THE TERMS AND REQUIREMENTS HEREOF, IT IS RECOGNIZED THAT SJCCD IS NOT WAIVING THE GOVERNMENTAL IMMUNITY THAT SJCCD, ITS AGENTS OR EMPLOYEES HAVE UNDER LAW OR ANY OTHER RIGHTS, PRIVILEGES AND IMMUNITIES



Attachment 1

BELONGING TO OR ASCERTAINABLE BY AFFILIATE UNDER EITHER STATE OR FEDERAL LAW.

TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, LU AGREES TO INDEMNIFY, RELEASE, AND HOLD SJCCD AND SJCCD'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OF LU AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.

13. Compliance with Laws and Regulations. Each party will each comply with all state and federal laws applicable to this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and all applicable provisions of the Texas Education Code and Texas Government Code.
14. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under the Agreement.
15. Nondiscrimination. The parties agree that in their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
16. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior Agreements, whether oral or written between the parties relating to the subject matter hereof.
17. Severability. If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.
18. No Financial Implication - No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. LU and SJCCD are separate and independent institutions of higher education and intend to remain so. The administrators of LU and SJCCD are authorized to prepare and implement plans of action and procedures necessary to effect this Agreement

Attachment 1

19. Notice. Amendment, renewal or extension of this Agreement will require the written agreement of both institutions. Notice of termination by either party to the other shall be in writing and addressed to the party identified below with return receipt requested, or by personal delivery:

Lamar University:  
Dr. James Marquart  
Provost and Vice President, Academic Affairs  
985 East Florida Drive  
Beaumont, TX 77710

San Jacinto Community College District:  
Dr. Catherine O'Brien  
Associate Vice Chancellor for Learning  
4624 Fairmont Parkway  
Pasadena, Texas

In witness whereof, the authorized representatives of the parties have executed this agreement in duplicate originals on the \_\_\_ day of \_\_\_\_\_, 201\_\_\_. An original, signed copy of this agreement will be maintained by each of the signatories. The effective date of this agreement will be the date listed herein.

Lamar University  
Authorized Representative

San Jacinto Community College District  
Authorized Representative

\_\_\_\_\_  
Dr. James Marquart  
Provost and Vice President,  
Academic Affairs

\_\_\_\_\_  
Dr. Brenda Hellyer  
Chancellor

**SAN JACINTO COMMUNITY COLLEGE DISTRICT  
PURCHASE RECAP  
JUNE 5, 2017**

**I. EQUIPMENT, SUPPLIES & SERVICES BIDS**

CSP 17-19		
North Campus Library Demolition (pgs. 2-3)	\$	69,975
IFB 17-15		
Advanced Manufacturing Equipment (pgs. 4-5)		424,120
RFP 17-12		
NCLEX Review Course Services (pgs. 6-8)		50,000
<b>TOTAL OF ALL BIDS</b>		<b>544,095</b>

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

Purchase Request #1		
Method of Procurement and Design Services for Central Campus Welcome Center Extended Site Development (pgs. 9-10)	\$	1,750,000
Purchase Request #2		
Engineering Services for North Campus Utility Tunnel Upgrades (pgs. 11-12)		384,700
Purchase Request #3		
Direct Digital Controls Network Upgrades, Package I (pgs. 13-14)		478,887
Purchase Request #4		
Architectural Services for South Campus Center for Engineering and Technology (pgs. 15-16)		990,000
Purchase Request #5		
Additional Funds for Repair of HVAC Chiller at South Campus (pgs. 17-18)		80,760
Purchase Request #6		
Extend the Contract for Bookstore Operations (pgs. 19-20)		4,000,000
Purchase Request #7		
Phone System Maintenance and Support (pgs. 21-22)		155,466
<b>TOTAL OF PURCHASE REQUESTS</b>		<b>7,839,813</b>
 <b>GRAND TOTAL:</b>		 <b>\$8,383,908</b>

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve a contract with JTB Services Inc. for demolition of the North Campus former Lehr Library.

**BACKGROUND**

In April 2016, a new library was placed in service at the North Campus. The previous library was deemed not suitable for continued service due to severe foundation issues and the need for interior renovation. The combined cost to address these two items made the project not viable.

A request for competitive sealed proposals, Project Number 17-19, was issued to procure demolition services for this project. Two responses were received and evaluated by a team comprised of representatives from Facility Services, a campus representative, and AECOM personnel. The evaluation team determined the proposal submitted by JTB Services would provide the best value to the College and could complete the project within the desired schedule completion date.

**IMPACT OF THIS ACTION**

The existing building has no further use to the College and will be removed. The building site will be cleared and made available for future use.

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

The estimated demolition expenditure will not exceed \$69,975. This expenditure will be funded from the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

All work is scheduled to be completed in seventy (70) calendar days from issuance of Notice to Proceed. Facilities Services personnel will oversee the project. Program management will be provided by AECOM.

**ATTACHMENTS**

Attachment 1 – Tabulation

**RESOURCE PERSONNEL**

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Mike Harris	281-998-6134	mike.harris@sjcd.edu
Ann Kokx-Templet	281-998-6103	ann.kokx-templet@sjcd.edu
Angela Klaus	281-998-6327	angela.klaus@sjcd.edu

**Project Name** North Campus Former Lehr Library Demolition  
**Project Number** CSP 17-19  
**Number of Evaluators** 3

Stated Criteria	Criteria Explanation	Total Points Available	AAR Inc.	JTB Services
Proposed amount of the base proposal	Proposed Construction Contract Amount (Base Proposal). Lower amount equates to higher score.	20	17.52	20.00
Proposed Construction Schedule	Proposed Construction Schedule including Critical-Path Method (CPM) and milestones, with commitment of completion by August 18, 2017.	20	16.33	18.00
Project References	References from project Owners and Architect/Engineers. Evaluations will be based on responses received from references. Positive comments equate to a higher score.	10	9.00	8.33
Contractor's history, experience, and quality of performance on current and previous projects	Contractor's relevant and recent successful experience as a Prime Contractor with projects of similar size, scope, complexity and value. Document the ability to manage and sequence work. Positive experiences equate to a higher score.	10	9.67	10.00
Prime-Contractor/Sub-Contractor Relationships	Subcontractors' relevant and recent successful experience with the Primary Contractor on projects of similar size, scope, complexity and value. Include a written narrative of the Primary Contractor's ability to provide Quality Assurance.	5	4.33	4.00
Safety Record and Program	Quality of Contractor's written Safety and Drug/Alcohol Policy. Contractor's current workmen's Compensation Modifier. Number of Lost Time Incidents during the past five years and the associated total number of lost days. Number of Occupational Safety and Health Administration citations received during the past five years. Positive policies, lower modifier, lower numbers of incidents and lost days, and lower number of citations equate to higher score.	10	6.33	9.33
Work Plan	Quality of the written narrative and clarity of the Contractors Work Plan showing organization and coordination of staff, sequencing of activities, and management of the Work. Include office, staging, and lay-down areas and provide a demonstration of Contractors sensitivity to ongoing college operations and ability to accommodate the Campus schedules. Demonstrated quality, clarity, and sensitivity to equate to a higher score.	10	8.00	8.67
Staffing Approach	Qualifications of the proposed project personnel to be assigned to the project. Greater qualifications and level of commitment equate to a higher score.	10	9.33	6.33
Financial Stability	Firm's audited financial statements for the past two (2) years and firm's ability to provide payment and performance bonds for this project. More favorable financial records equate to a higher score.	5	1.00	2.83
		<b>100</b>	<b>81.52</b>	<b>87.50</b>
			<b>Total Points Received</b>	

### Final Ranking

Vendor Name	Total Score
JTB Services	87.50
AAR Inc.	81.52

**IFB #17-15**  
**Regular Board Meeting June 5, 2017**

**Consideration of Approval to Purchase for Advanced Manufacturing Equipment**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve a contract to purchase advanced manufacturing equipment from Champion Machine Tool Sales, Inc. and Advanced Technologies Consultants for the Continuing and Professional Development (CPD) department.

**BACKGROUND**

The CPD Computer/IT department was expanded last year to include Advanced Manufacturing. Courses in this program include Computer Numeric Control (CNC), Programmable Logic Controller (PLC), Robotics, 3-D Printing, Sheet Metal, among many other additions. Space for the program was included in the new CIT building on North campus, and new equipment is needed to deliver these courses. The four machines to be purchased include a Haas Dual-Spindle CNC Lathe, Haas 5-Axis VMC, Siemens Simatic Trainer and a 3-D Printer.

An invitation for bids, Project Number 17-15, was issued to procure equipment for these programs. Three (3) bid responses were received and the bids submitted by Champion Machine Tool Sales, Inc. and Advanced Technologies Consultants were determined to be both compliant with all solicitation requirements, and provides the best value to the College.

**IMPACT OF THIS ACTION**

With this purchase, students will be able to take advantage of training in a high growth, high demand area and gain the necessary skills to become employable upon graduation. Several employers are currently sending students to the program's introductory classes, and the department has had inquiries into classes that have not yet started.

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

The expenditure is \$424,120 and will be funded from H1B DOL/Ready to Work grant funds.

**MONITORING AND REPORTING TIMELINE**

This is a one-time purchase and will be delivered and operational by September 1, 2017.

**ATTACHMENTS**

Attachment 1 - Tabulation

**RESOURCE PERSONNEL**

Jerelyn Glenn	281-542-2066	jerelyn.glenn@sjcd.edu
Gwen Henderson	281-998-6326	gwen.henderson@sjcd.edu

**Project Name**      Advanced Manufacturing Equipment  
**Project Number**    IFB 17-15

## Final Ranking

Vendor Name	Total Bid Price	Notes
<b>Champion Machine Tool</b>	<b>\$290,925</b>	Amount includes the Haas Dual-Spindle CNC Lathe machine, the Haas 5-Axis VMC 30" machine, training, shipping, installation and a two-year extended warranty for each piece of equipment at no additional cost.
<b>Advanced Technologies Consultants</b>	<b>\$133,195</b>	Amount includes ten (10) Siemens Simatic PLC S7-1500 Trainers, F270 3-D printer, shipping and installation.
Impac Systems Engineering	\$60,500	Amount includes <b>only</b> the F270 3-D printer, training, maintenance, shipping and installation.

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve a contract for National Council Licensure Examination (NCLEX) review course services with Assessment Technologies Institute, LLC, Elsevier, Inc., and Kaplan, Inc. for the Nursing departments at South and North campuses.

## **BACKGROUND**

The North and South campus Nursing departments offer NCLEX-RN® (Registered Nurses) and NCLEX-PN/VN® (Practical Nurses/Vocational Nurse) reviews to Level III students who are in their last semester of the nursing programs. The comprehensive review is to further prepare students for the licensure exam they will take after graduation with a goal of passing on the first attempt. First attempt passing is important as the Texas Board of Nursing has set a standard of 80% as the minimum acceptable pass rate for first time testers.

A request for proposal, Project Number 17-12, was issued to procure NCLEX review course services. Seven (7) responses were received and evaluated by a team consisting of nursing department chairs from each campus who determined the proposals submitted by Assessment Technologies Institute, LLC, Elsevier, Inc., and Kaplan, Inc. would provide the best value to the College.

## **IMPACT OF THIS ACTION**

The solicitation was issued to remain compliant with spending thresholds, as well as to allow the Nursing departments on each campus the flexibility to meet their different styles of teaching within their respective programs. Awarding to multiple firms provide options for flexible clinical hours, diagnostic assessment, evaluation of students' weaknesses, and engagement in learning environment, therefore, promoting the resources for student success.

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

The estimated annual expenditure is \$50,000 and will be funded with both grant funds and departmental operating budgets.

## **MONITORING AND REPORTING TIMELINE**

The initial award term will be one (1) year, ending June 30, 2018, with renewal options of four (4) one-year terms.

## **ATTACHMENTS**

Attachment 1 - Tabulation



**RFP #17-12**  
**Regular Board Meeting June 5, 2017**  
**Consideration of Approval to NCLEX Review Course Services**

**RESOURCE PERSONNEL**

Alexander Okwonna	281-922-3466	alexander.okwonna@sjcd.edu
Rhonda Bell	281-459-7618	rhonda.bell@sjcd.edu
Genevieve Scholes	281-998-6349	genevieve.scholes@sjcd.edu

**Project Name:** NCLEX Review Course  
**Project Number:** RFP 17-12  
**Number of Evaluators:** 3

Stated Criteria		Total Points Available	Assessment Technologies Institute, LLC	Elsevier Inc.	Kaplan, Inc.	Hurst Review Services, Inc.	Nursing Education Consultants, Inc.	I CAN Publishing	Edfield Corporation
Qualifications and Experience of Personnel	Include project-staffing plan with resumes for all proposed “key” staff members/instructor(s) assigned to this project. Include the quality and depth of experience and education of individual personnel on similar projects. Similar projects must convey similarity in topic, dollar value, workload duration, and complexity.	90	82	74	68	47	42	49	19
Price Proposal	Submit price proposals for the term and renewal periods in accordance with contract term. Include in the price proposal cost of all required materials including books, online resources, and access codes as part of total review cost. State all anticipated, reimbursable travel-related expenses. Pricing is to be provided on a per student basis.	75	55	53	62	43	37	31	26
Project Understanding and Management	Vendor’s management and technical approach shall be evaluated on its feasibility, practicability, appropriateness, and timeliness. Include an analysis of vendor’s relevant approach and methodology as well as analyzing the likelihood of project success as it relates to the requirements of this RFP. Provide: (1) written summary of company’s proposed plan in assuming the service, (2) information on the process for individualized and group tracking of all testing psychometrics, (3) contact number for 24/7 problem support for both students and faculty, (4) samples of online question bank and practice test with NCLEX-RN®/NCLEX-PN® style questions, and (5) evidence of at least one summary of student evaluations of courses the propose trainer has taught.	75	65	65	64	48	41	33	10
Qualifications and Experience of Firm	Include a description of firm, with firm’s history, size, professional staff composition, description of firm’s past and current contracts/ assignments which are related to the type of services required by this solicitation and information regarding how long the proposer has provided the service requested in this RFP. State of any lawsuits. Proposer must provide reference, preferably other colleges or public sector of similar size.	45	38	43	33	16	25	26	26
Business Questionnaire	Proposer must have provided and addressed all concerns mentioned in Attributes Tab - Business Questionnaire such as performance reputation, delivery, value added services, and personnel.	15	13	9	13	3	8	9	7
		<b>300</b>	<b>253</b>	<b>244</b>	<b>240</b>	<b>157</b>	<b>153</b>	<b>148</b>	<b>88</b>
			<b>Total Points Received</b>						

<b>Final Ranking</b>	
Vendor Name	Score
Assessment Technologies Institute, LLC	253
Elsevier Inc.	244
Kaplan, Inc.	240
Hurst Review Services, Inc.	157
Nursing Education Consultants, Inc.	153
I CAN Publishing	148
Edfield Corporation	88

**Purchase Request #1**  
**Regular Board Meeting June 5, 2017**

**Consideration of Approval of Method of Procurement and Design Services for  
Central Campus Welcome Center Extended Site Development**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve the method of procurement and engineering design services for the Central Campus Welcome Center Extended Site Development project (utilities extension phase) and the Central Plant Upgrades.

**BACKGROUND**

The Central Campus Welcome Center site has changed from that identified in the original 2015 Bond Program. This changed siting has brought about the need for more extensive site and utilities development.

Two projects have currently been identified as part of the proposed Welcome Center Extended Site Development. These projects are the Central Plant Upgrades and extension of utilities to the Welcome Center building location.

Package 1 of the Extended Site Development includes extension of site utilities for the Welcome Center project and includes extending services for chilled water, domestic water, sanitary sewer, electrical power, natural gas, and telecommunications to the proposed Welcome Center site. These services will be extended from the nearest existing utility location capable of providing sufficient services. ACR Engineering, Inc. is the recommended engineering firm to provide mechanical, electrical, and plumbing (MEP) engineering design services for the site utilities extension for the Welcome Center. The work proposed will be completed by an independent contractor solicited through the Competitive Sealed Proposal (CSP) delivery method. CSP is recommended for this project because it allows for the selection of a contractor based on both price and qualifications, and has proven to be an effective procurement methodology for projects of this size and complexity.

The Central Campus Central Plant Upgrade project includes upgrading the plant's electrical capacity for all chillers, reconfiguring chilled water piping in order to allow for removal of the storage tank from the system, and alteration/upgrade of the system controls as related to the configuration changes. ACR Engineering, Inc. is the recommended engineering firm to provide MEP engineering design services for the Central Campus Central Plant Upgrades. The work proposed will be completed by an independent contractor solicited through the CSP process.

In November 2016 ACR Engineering was one of the five MEP engineering firms who were approved for use in the 2015 Bond Program as a result of RFQ 16-10.

The CSP method includes detailed specifications and project plans developed by a qualified architect or engineer. The package of specifications and plans will be used as the documentation required for public solicitation of construction proposals in accordance with the Texas Government Code, Section 2269.151.

**Purchase Request #1**  
**Regular Board Meeting June 5, 2017**

**Consideration of Approval of Method of Procurement and Design Services for  
Central Campus Welcome Center Extended Site Development**

**IMPACT OF THIS ACTION**

The Welcome Center Extended Site Development – Package 1, Site Utilities Extension project provides for the engineering design for extending the chilled water piping, domestic water, sanitary sewer, electrical power, natural gas, and telecommunications utilities from the current existing utility locations to the proposed Welcome Center building site. This will allow the utilities to be in place for the start of construction of the Welcome Center.

Central Plant Upgrades project provides for upgrading the electrical switchgear at the central plant to assure that there is sufficient power to operate all four chillers simultaneously. With the decision not to construct a new chilled water storage tank adjacent to the central plant, related piping within the central plant needs to be reconfigured for proper operation. The control systems operating the equipment will also be upgraded and altered to provide reliable and efficient control of the chilled water distribution system.

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

These projects will be funded from 2015 Bond Program funds. The total project budgets, estimated construction expenditure, and design fees for these projects are as follows:

Expanded Welcome Center Site Development – Package 1, Site Utilities Extension:

Total Project Budget: \$3,000,000  
Estimated Construction Expenditure: \$900,000  
ACR Design Fees: \$70,780

Central Plant Upgrades:

Total Project Budget: \$1,160,000  
Estimated Construction Expenditure: \$850,000  
ACR Design Fees: \$63,460

**MONITORING AND REPORTING TIMELINE**

Both projects are expected to be completed within fifteen (15) months following Notice to Proceed. Work will be managed by the College Facilities Services personnel. Program management will be conducted by AECOM.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Ann Kokx-Templet	281-998-6103	ann.kokx-templet@sjcd.edu
Angela Klaus	281-998-6327	angela.klaus@sjcd.edu

**Purchase Request #2**  
**Regular Board Meeting June 5, 2017**  
**Consideration of Approval of a Contract for Engineering Services**  
**for North Campus Utility Tunnel Upgrades**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve a contract with ACR Engineering, Inc. to provide mechanical, electrical, and plumbing (MEP) engineering design services for the North Campus Utility Tunnel Upgrades project.

**BACKGROUND**

In April 2017, the Board approved the Competitive Sealed Proposal delivery method for North Campus Utility Tunnel Upgrades. ACR Engineering is recommended to provide MEP engineering design services for this project. Their prior surveys of the tunnel and detailed knowledge of the systems and infrastructure within the tunnel makes them the most qualified and best overall value to the College.

Engineering services are classified as professional services pursuant to Section 2254 of the Texas Government Code. In November 2016, ACR Engineering was one of the five MEP engineering firms who were approved for use in the 2015 Bond Program as a result of requests for qualifications, Project Number 16-10.

**IMPACT OF THIS ACTION**

This project includes refurbishment and repair of piping and related equipment installed in subsurface tunnels located in central portions of the North Campus. This work will consist of repairing piping supports, cleaning and painting corroded piping, reinsulating piping, repairing damaged and leaking sections of the tunnel structure, installing ventilation and gas monitors, and installing sump pumps with backup generators.

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

The expenditure for this request is \$384,700. This expenditure will be funded from the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

The engineering design phase services are estimated to be completed twenty-six (26) weeks from release to project completion. This project will be monitored by San Jacinto College Facilities Services personnel. Program management will be provided by AECOM.

**ATTACHMENTS**

None

**Purchase Request #2**  
**Regular Board Meeting June 5, 2017**  
**Consideration of Approval of a Contract for Engineering Services**  
**for North Campus Utility Tunnel Upgrades**

**RESOURCE PERSONNEL**

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Ann Kokx-Templet	281-998-6103	ann.kokx-templet@sjcd.edu
Angela Klaus	281-998-6327	angela.klaus@sjcd.edu

**Purchase Request #3**  
**Regular Board Meeting June 5, 2017**  
**Consideration of Approval of a Contract for**  
**Direct Digital Controls Network Upgrades, Package I**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve Siemens Industry, Inc. (Siemens) to perform Package I of a building automation/energy management system upgrade project.

**BACKGROUND**

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

In November 2016, ACR Engineering was one of the five MEP engineering firms who were approved for use in the 2015 Bond Program as a result of RFQ 16-10. ACR Engineering was selected to provide MEP engineering services, and they will provide contract administration services as required for the implementation of the Package I work.

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

**IMPACT OF THIS ACTION**

The scope of this project includes necessary physical components and upgrades to the DDC systems at targeted locations across each of the three campuses. The targeted locations are in greatest need of improvement as they are either outdated or working at restricted capacity. The proposed upgrades will provide the necessary control capacity required to allow the system to operate at its optimum performance.

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

The expenditure for the Package I request is \$478,887. The entire DDC upgrade project budget is \$2,320,000. This expenditure will be funded from the 2015 Bond Program.

**Purchase Request #3  
Regular Board Meeting June 5, 2017  
Consideration of Approval of a Contract for  
Direct Digital Controls Network Upgrades, Package I**

**MONITORING AND REPORTING TIMELINE**

These services are estimated to be completed within two-hundred seventy (270) calendar days from issuance of contract. This project will be monitored by San Jacinto College Facilities Services personnel. Program management will be provided by AECOM.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Ann Kokx-Templet	281-998-6103	ann.kokx-templet@sjcd.edu
Angela Klaus	281-998-6327	angela.klaus@sjcd.edu



**Purchase Request #4**  
**Regular Board Meeting June 5, 2017**  
**Consideration of Approval of a Contract for Architectural Services for**  
**South Campus Center for Engineering and Technology**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve a contract with Kirksey Architects, Inc. (Kirksey) to provide architectural services for design of the new South Campus Center for Engineering and Technology.

**BACKGROUND**

In June 2016, the Board approved a pool of architects for 2015 Bond projects. A review process was conducted to assess which firm would best suit the respective projects. It was determined that Kirksey is the firm best suited to design the South Campus Center for Engineering and Technology. This project is included in the 2015 Bond Program.

Architectural services are classified as professional services pursuant to Section 2254 of the Texas Government Code and are awarded based on the firm's qualifications relative to each project. Kirksey is one of the seven architectural firms approved for the pool of architects to be utilized for the 2015 Bond Program as a result of RFQ 16-15.

**IMPACT OF THIS ACTION**

This request action will authorize the contract for architectural design services of the South Campus Center for Engineering and Technology. This new facility will consolidate Engineering Design Graphics, Computer Information Technology/Computer Security, and Engineering/Engineering Technology into one Center of Excellence. In addition to these programs, it will include a series of labs to support the College's Biomedical Equipment Repair program.

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

The architect's proposed fee basis for the South Campus Center for Engineering and Technology is 6.0% of \$16,500,000, the estimated cost of work for the project.

These expenditures will be funded by the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

Architectural design of this project will require approximately nine (9) months following notice to proceed. Design will be monitored by the College's Facilities Services personnel. Program management will be provided by AECOM.

**ATTACHMENTS**

None

**Purchase Request #4**  
**Regular Board Meeting June 5, 2017**  
**Consideration of Approval of a Contract for Architectural Services for**  
**South Campus Center for Engineering and Technology**

**RESOURCE PERSONNEL**

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Ann Kokx-Templet	281-998-6103	ann.kokx-templet@sjcd.edu
Angela Klaus	281-998-6327	angela.klaus@sjcd.edu

**Consideration of Approval of Additional Funds for Repair of HVAC Chiller at South Campus**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve the expenditure of additional funds for the repair of the HVAC Chiller Number 4 at South Campus from Hunton Services.

**BACKGROUND**

South Campus Chiller Number 4 is a 16-year old package unit consisting of a centrifugal compressor, motor, water circulating pumps, piping, heat exchangers and control devices. Its purpose is to cool circulated water needed to provide air conditioning service to campus buildings. Chiller Number 4 provides 400-tons of cooling capacity to the campus, which has a 3,000-ton total capacity. Chiller Number 4 began experiencing problems after Spring Break 2017, when symptoms of an imminent failure were noticed. After investigation, it has been determined that the compressor, and likely the motor, have suffered catastrophic internal damage. Rotating turbo machinery of this type is susceptible to internal component failure causing cascading and extensive internal damage, which is believed to be what has occurred.

Hunton Services is currently under contract with the College to provide HVAC system services. They were consulted to perform troubleshooting and diagnostics on this system. Hunton Services has a contract through the Choice Partners cooperative contracts program to provide HVAC equipment and service, Contract Number 14/021JN-05, and complies with the competitive procurement requirement in Section 44.031 of the Texas Education Code and is permitted through Section 791.001(g) of the Texas Government Code.

**IMPACT OF THIS ACTION**

The scope of this project includes disassembly, inspection, and repair of all internal chiller compressor and motor components. The exact nature of damage and repairs are not exactly known at this time, but generally involve damaged rotating element, bearings, seals, internal guide vanes, and possibly motor windings. At this time, the installed redundant HVAC chilling capacity at South Campus is sufficient to maintain environmental conditions across the campus. However, if another chiller fails, there would likely be a negative impact to the campus cooling capacity. The only alternative to repairing the chiller would be use of rental chillers.

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

In August 2016, the Board approved the expenditure of \$150,000 for HVAC maintenance services from Hunton Services. This request would increase the total amount approved by \$80,760 for a total of \$230,760. This additional funding will allow for complete chiller overhaul and motor exchange of Chiller Number 4. Additionally, the purchase provides for a five year warranty on the chiller. This expenditure will be funded from the Facilities Services department's 2016-2017 operating budget.

**Consideration of Approval of Additional Funds for Repair of HVAC Chiller at South Campus**

**MONITORING AND REPORTING TIMELINE**

These services are estimated to be completed within forty-five (45) calendar days from issuance of contract. This project will be monitored by Facilities Services personnel.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Genie Freeman-Scholes	281-998-6349	genevieve.scholes@sjcd.edu

**Purchase Request #6**  
**Regular Board Meeting June 5, 2017**

**Consideration of Approval to Extend the Contract for Bookstore Operations**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve a contract extension for bookstore operations with Barnes & Noble (B&N) for the College.

**BACKGROUND**

A request for proposals, Project Number 7-21, was issued in March 2007 to procure bookstore operations for the College. The Board approved the original contract with B&N in May 2007.

The College and B&N entered into a five-year agreement, June 15, 2007, which provided a \$1.5 million investment for campus bookstore renovations including: updating storefronts, equipment enhancements and new Starbucks cafes. In May 2012, the College exercised a five-year renewal option which incorporated additional income streams for the College, increased the guaranteed minimum return, increased commission rate, and added two \$10,000 student scholarships. B&N has worked with the College to meet the needs of the faculty and students. In an effort to decrease course material costs, making them more affordable, B&N decreased their profit margin by 1% and continues to offer students a price matching program.

**IMPACT OF THIS ACTION**

This contract extension will ensure B&N commission revenue and student scholarship proceeds continue to be income sources for the College. Furthermore, the extension will also allow for a thorough analysis identifying the financial impact of the Open Educational Resources (OER) program's on future bookstore sales. This information will provide pertinent data necessary for the solicitation process of a bookstore vendor. B&N will continue to submit their commission payments on a monthly basis along with sales reports and commission calculations of auxiliary revenues as backup for audit purposes of the bookstore operations.

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

The estimated annual expenditure for this request is \$4,000,000. This expenditure is primarily funded by student financial aid. The College has received more than \$1,000,000 annually in bookstore commissions which is an integral component of the College's budget.

**MONITORING AND REPORTING TIMELINE**

The one-year contract extension term will be June 15, 2017 through June 14, 2018.

**ATTACHMENTS**

None

**Purchase Request #6**  
**Regular Board Meeting June 5, 2017**

**Consideration of Approval to Extend the Contract for Bookstore Operations**

**RESOURCE PERSONNEL**

Hilda Boyce	281-991-2627	<a href="mailto:hilda.boyce@sjcd.edu">hilda.boyce@sjcd.edu</a>
Gwen Henderson	281-998-6326	<a href="mailto:gwen.henderson@sjcd.edu">gwen.henderson@sjcd.edu</a>

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends the Board of Trustees approve the purchase of phone system maintenance and support with Avaya, Inc. for the Information Technology Services (ITS) department.

### **BACKGROUND**

In 2010, the College installed a new phone system and has contracted for a comprehensive maintenance and support agreement each year thereafter. That agreement provides for hardware repair, along with software support, patching, and upgrades. In August 2016, the Board approved funds to renew our phone system maintenance through an authorized Avaya reseller, Windstream Communications. However, Avaya now requires customers to purchase the renewal directly from Avaya.

Avaya has a contract through the Department of Information Resources cooperative contracts program to provide network and telecommunications services, Contract Number DIR-TSO-2654, and complies with the competitive procurement requirement in Section 44.031 of the Texas Education Code and is permitted through Section 791.011(g) of the Texas Government Code.

### **IMPACT OF THIS ACTION**

Approval of this request will allow ITS to continue providing necessary phone maintenance and support. The College's phone system is a vital tool for business operations, adequate maintenance and support is necessary to minimize disruptions in College services should an outage occur. In addition, the patches and upgrades that are offered through the maintenance agreement will proactively ensure the system is secure and is up to manufacturer specifications.

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

The estimated annual expenditure for this request is \$155,466. This expenditure is funded by the ITS department's 2016-2017 operating budget and subsequent year budgets.

### **MONITORING AND REPORTING TIMELINE**

None

### **ATTACHMENTS**

None

**Purchase Request #7**  
**Regular Board Meeting June 5, 2017**

**Consideration of Approval to Purchase Phone System Maintenance and Support**

**RESOURCE PERSONNEL**

Allen Bourque	281-922-3494	allen.bourque@sjcd.edu
Charity Simpson	281-998-6328	charity.simpson@sjcd.edu



**Item "A"**  
**Regular Board Meeting June 5, 2017**  
**Approval of the Minutes for the May 1, 2017**  
**Board Workshop and Regular Board Meeting**

**RECOMMENDATION**

The Chancellor requests that the Board of Trustees approve the minutes for the May 1, 2017, Board Workshop and Regular Board Meeting.

**San Jacinto College District Board Workshop  
May 1, 2017  
District Administration Building, Suite 201**

**MINUTES**

	<b>Board Workshop Attendees:</b>	<b>Board Members:</b> Marie Flickinger, Brad Hance, Dan Mims, John Moon, Jr., Keith Sinor, Dr. Ruede Wheeler, Larry Wilson <b>Chancellor:</b> Brenda Hellyer <b>Others:</b> Amy Austin, Cristina Cárdenas, David LeMaster, Chet Lewis, Mandi Reiland, Steve Trncak, Laurel Williamson
	<b>Agenda Item:</b>	<b>Discussion/Information</b>
<b>I.</b>	<b>Call the Meeting to Order</b>	<b>Workshop began at 5:32 p.m.</b>
<b>II.</b>	<b>Roll Call of Board Members</b>	<b>Board Members:</b> Dan Mims, Marie Flickinger, Brad Hance, John Moon, Jr., Keith Sinor, Dr. Ruede Wheeler, Larry Wilson
<b>III.</b>	<b>Adjournment to closed or executive session pursuant to Texas Government Code Section 551.074 of the Texas Open Meetings Act, for the following purposes: Personnel</b>	Adjourned to closed session at 5:33 p.m.  Chet Lewis, Mandi Reiland, and Steve Trncak were present for the executive session.  a. Personnel - 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.
<b>IV.</b>	<b>Reconvene in Open Meeting</b>	Reconvened in open meeting at 5:56 p.m.
<b>V.</b>	<b>Update on Faculty Organization/Senate</b>	Brenda Hellyer provided an introduction. Amy Austin explained the process of transitioning from Faculty Organization to Faculty Senate. She explained the major changes including the name change, number of senators at 18 total, and the added officer position of historian/treasurer. David LeMaster reviewed the minor changes which includes the new order of progression. He also explained language was updated throughout the constitution and bylaws to reflect wording changes and consistency.

		<p>Cristina Cárdenas explained the executive teams and the campus leadership.</p> <p>Laurel Williamson asked if the vice president is also a senator. Amy answered yes. The Parliamentarian is the only non-elected position because it is past president.</p> <p>Cristina went into detail on the process of electing the senators.</p> <p>Brenda referenced the constitution purpose which is as follows:</p> <ol style="list-style-type: none"> <li>1. To promote excellence in education, and thus resulting in student success.</li> <li>2. To represent the professional interests of the collective faculty throughout the district.</li> <li>3. To promote communication.</li> </ol> <p>Brenda emphasized the importance of promoting communication. She explained that currently, the Faculty Organization is contacted for volunteers to serve on College working groups and those faculty representatives are expected to collect input from other faculty members. This process will continue with the Faculty Senate.</p> <p>Brenda thanked Amy, Cristina, and David for their leadership.</p> <p>Dr. Wheeler asked the officers to explain how they communicate.</p> <p>Amy explained there are campus meetings, monthly full faculty organization meetings, and college community week which includes a face to face meeting.</p> <p>Cristina explained committee structures and surveys they utilize. They also heavily use the blackboard site that goes to all faculty.</p> <p>Marie asked why they decided to change to a senate. Amy explained that it gives more representation.</p> <p>Laurel Williamson, Amy Austin, David LeMaster, and Cristina Cárdenas left after this item.</p>
<p><b>VI.</b></p>	<p><b>Update on Campus Carry Task Force Progress &amp; Policy/Procedure Review</b></p>	<p>Brenda explained that the revised draft policy was sent to the College community a second time for comments which were received through April 26, 2017. Ten responses were received from the College community. The Campus Carry Taskforce met on April 27, 2017 (which is subsequent to the compilation of the Board items included in this document) to review the comments and provide</p>

		<p>recommended changes, if necessary. Any changes will be incorporated in the second reading of the policy.</p> <p>Chet showed an example of the size of the 30.06 sign. The College will be using the standard signage rather than personalizing it for San Jacinto College.</p> <p>Marie asked how many of these will be around the campuses.</p> <p>Chet explained the goal is to put as few signs up as possible. Dan wants to make sure the sign is prominent where everyone can see it. Chet explained that they will be. The estimate cost of the signage is between \$30,000 – 40,000.</p> <p>Brenda explained that Chet and Chief Caldwell are working on training. Training will begin this summer and faculty will complete training when they return in August.</p> <p>Dan asked how we will educate students.</p> <p>Chet stated that adjustments will be made to the student handbook, and the plan is to utilize any other opportunity to present and educate.</p> <p>Brenda said we will add it to student orientation for new students.</p> <p>Chet explained that they are still working through this information and education process.</p> <p>Keith asked the estimate total cost of this endeavor. Chet estimated, including labor, the total cost would be \$100,000 – 200,000 range.</p>
<p><b>VII.</b></p>	<p><b>Update on 85<sup>th</sup> Legislative Session</b></p>	<p>Brenda explained that at a recent legislative meeting Senator Garcia honored San Jacinto College with a proclamation for being an Aspen Rising Star. Senator Bettencourt and the Lt. Governor also recognized San Jacinto College.</p> <p>She explained that it was a very humbling experience. Three students were also in attendance with Dan and Brenda.</p> <p>Additionally, Dan, Brenda, and Teri Crawford met with several legislators while they were in Austin.</p> <p>Brenda gave an overview of the bills that are currently moving forward that could impact community colleges:</p> <ul style="list-style-type: none"> <li>• HB 2975 - Relating to requiring public junior colleges to report certain financial and instructional information for certain instructional locations.</li> <li>• SB 2118 - Authorize public junior colleges to offer baccalaureate degree programs in the fields of applied science, applied technology, and nursing</li> </ul>

		Additionally, we are monitoring the budget process.
<b>VIII.</b>	<b>Review Of Board of Trustees Bylaws</b>	<p>Brenda gave an overview of the handouts that were distributed to the Board members. She thanked Keith Sinor and Dan Mims for their help with this draft. She explained that they changed the order significantly. Marie suggested adding a note about State law determining the election dates which could limit future changes. . Brenda explained each paragraph in the document. The Board members discussed including over 50% as the definition of majority. Marie asked if we can change to plurality because it would prevent run-off election. Dr. Wheeler does not agree with that. He agrees that run offs are expensive, but the College must ensure that a majority or over 50% is achieved by the candidate. Several members expressed concern over going to plurality.</p> <p>The Board members discussed the process of filling a position of a Board member resigns. Dr. Wheeler explained that he thinks the Board cannot wait until the next term. Brenda said we will check with legal and reference the code. Brenda asked the members to review the section on appointing Board members. Keith and Dan thought a process was needed. The members discussed appointments. Keith stated he does not want to appear like a “good ol boy” Board. Dan agreed with him. Keith said we should check with legal for recommendations on the appointment process. Brenda asked if the members are comfortable adding the section on for censure of a Board member. Members were supportive of the changes. Marie suggested having five minutes each for citizens wishing to speak whether or not the item is on the agenda</p> <p>Brenda explained that the next step will be to have legal review the bylaws and then the anticipated approval will be at the Board meeting on June 5, 2017.</p>
<b>IX.</b>	<b>Review of Calendar</b>	Brenda Hellyer reviewed the calendar with the Board.

<b>X.</b>	<b>General Discussion of Meeting Items</b>	There were no additional items discussed.
<b>XI.</b>	<b>Adjournment</b>	Workshop adjourned at 7:00 p.m.

**San Jacinto College District  
Board Meeting Minutes**

**May 1, 2017**

**The Board of Trustees of the San Jacinto Community College District met at 7:00 p.m., Monday, May 1, 2017, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas, for the Regular Board Meeting.**

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

**Chancellor:** Brenda Hellyer

**Others Present:**

Kevin Adams	Hunter Hollis	Bill Raffetto
Amy Austin	Clare Iannelli	Nikolas Reuter
Joshua Banks	Sallie Kay Janes	Nikole Reuter
Katelynn Barlow	Mark Johnson	Shelley Rinehart
Dean Barnes	Alena Johnston	Sarah Smith
Rhonda Bell	Brenda Jones	Danny Snooks
Pam Campbell	Bryan Jones	Rob Stanicic
Cristina Cárdenas	Smita Karihaloo	John Stauffer
Teri Crawford	Tami Kelly	Chris Talley
Suzanne DeBlanc	Ann Kokx-Templet	Steve Trncak
Jacob Dodfelter	David LeMaster	Elizabeth Valasquez
Landon Duncan	Chet Lewis	Van Wigginton
Chris Duke	Chris Lopez	Laurel Williamson
Dawn Eaton	Tanya Madrigal	Craig Zimmerman
Kenneth English	Elizabeth McKinley	Joanna Zimmermann
Amanda Fenwick	Kevin McKisson	Joseph Zwiercan
Jay Gish	Stephanie McSheehy	
George González	Kevin Morris	
Rebecca Goosen	Lambrini Nicopoulos	
Abbie Grubb	Catherine O'Brien	
Allatia Harris	Alexander Okwonna	
Joseph Hebert	Jeff Parks	
Zariah Hedge	John Patterson	

<b>Call the Meeting to order:</b>	Chair Dan Mims called the regular meeting of the Board of Trustees to order at 7:06 p.m.
<b>Roll Call of Board Members:</b>	Marie Flickinger Brad Hance John Moon, Jr. Keith Sinor Dr. Ruede Wheeler Larry Wilson
<b>Invocation and Pledges to the Flags:</b>	The invocation was given by Allatia Harris. The pledges to the American flag and the Texas flag were led by Marie Flickinger.
<b>Special Announcements, Recognitions, and Presentations:</b>	<ol style="list-style-type: none"> <li>1. Dr. Brenda Jones recognized the South Campus Web Society Chapter. Dr. Abbie Grubb, Dr. Eddie Weller (not present), Alena Johnston, and Jay Gish were recognized.</li> <li>2. The Provosts, Dr. Brenda Jones, Dr. Bill Raffetto, and Van Wigginton, recognized the 2017 Phi Theta Kappa Distinguished Honors students. Dr. Jones recognized Stephanie McSheehy, Elizabeth Valasquez, Smita Karihaloo, and Katelynn Barlow, as well as the sponsors Elizabeth McKinley and Lambrini Nicopoulos. Dr. Raffetto recognized Zariah Hedge, Nikolas Reuter, Nikole Reuter, and their sponsor, John Michael Patterson. Van Wigginton recognized Sarah Smith and her sponsor Tanya Madrigal.</li> <li>3. Jeff Parks recognized the Process Technology Team for Winning the North American Process Technology Alliance Troubleshooting Competition. Present for the recognition were Kenneth Jackson, Joseph Zwiercan, and Kevin Adams.</li> </ol>
<b>Student Success Presentations:</b>	<ol style="list-style-type: none"> <li>1. George González presented a report on spring certified headcount and FTIC Fall-to-Spring persistence rates.</li> </ol>
<b>Communications to the Board:</b>	There were no communications to the Board.
<b>Hearing of Such Citizens or Groups of Citizens Desiring to be Heard Before the Board:</b>	There were no citizens desiring to be heard before the Board.
<b>Informative Reports:</b>	Dan Mims indicated such reports were in the Board documents.



**Motion 9777  
Consideration of  
Approval of  
Amendment to  
the 2016-2017  
Budget for  
Restricted  
Revenue and  
Expenses Relating  
to Federal and  
State Grants**

Motion was made by Keith Sinor, seconded by Larry Wilson, for Approval of Amendment to the 2016-2017 Budget for Restricted Revenue and Expenses Relating to Federal and State Grants.

**Motion Carried.**

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

**Consideration of  
Policy, Campus  
Carry – First  
Reading  
(Information  
Only)**

Informational item on Policy, Campus Carry – First Reading.

**No vote needed.**

**Motion 9778  
Consideration of  
Purchasing  
Requests**

Motion was made by Dr. Ruede Wheeler, seconded by Brad Hance, for approval of the purchasing requests. Dan Mims stated Item CSP #17-16 was reviewed in the Board workshop with an updated amount of \$772,287.

CSP 17-16	
Renovation of the South Campus Bruce Student Center - Phase 1	\$772,287
Purchase Request #1	
Renew Contract for Electrical Maintenance Services	200,000
Purchase Request #2	
Graduation Event License	100,000
Purchase Request #3	
Renew Contract for Consumable Welding Products	55,000
Purchase Request #4	
Ratification of North Campus Center for Industrial Technology Substantial Completion	-
Purchase Request #5	
Audio Visual, Security and Cabling Supplies and Service	<u>140,000</u>
<b>TOTAL OF PURCHASE REQUESTS</b>	<b>\$1,267,287</b>

**Motion Carried.**

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

**Motion 9779**  
**Consent Agenda**

Motion was made by John Moon, Jr., seconded by Larry Wilson, to approve the consent agenda.

**Motion Carried.**

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

**Nays:** None

**Adjournment:**

Meeting Adjourned at 7:30 p.m.

**Item "B"**  
**Regular Board Meeting June 5, 2017**  
**Approval of the Minutes for the April 10, 2017**  
**Board Strategic Planning Retreat**

**RECOMMENDATION**

The Chancellor requests that the Board of Trustees approve the minutes for the April 10, 2017, Board Strategic Planning Retreat.

SAN JACINTO COLLEGE DISTRICT  
Board of Trustees Strategic Planning Retreat Minutes  
April 10, 2017

The Board of Trustees of the San Jacinto Community College District met at 3:00 p.m., Monday, April 10, 2017, in Room A2.203 of the San Jacinto College Administration Building West, 4620 Fairmont Pkwy., Pasadena, Texas, for a Board Strategic Planning Retreat.

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

Members Absent: Brad Hance

Others Present: Brenda Hellyer, Chet Lewis, and Mandi Reiland

- I. The meeting was called to order at 3:12 p.m. by Dan Mims.
- II. Discuss Site Planning of North and South Campuses  
Brenda Hellyer reviewed the master site planning for the North and South campuses. She also highlighted the Central Campus master site planning which was previously reviewed with the Board. The members agreed with the plans understanding that the plans will guide future decisions but are not final.
- III. Review 2008 Bond Program
  - Brenda gave an overview of the status of the \$295 million Bond Program from 2008. She explained that Chet Lewis will begin having conversations with Rizzo and Associates regarding the building lease on Fairmont.
  - Contingency
    - The plan is to return all outstanding dollars on the gym line items to the contingency.
    - All open balances on projects need to be closed out to contingency. It is estimated the contingency balance is approximately \$8 million. Plans will be developed based on needs and allocate these resources based on discussion with the Board.
    - Marie asked how many physical education classes are at Central. Brenda will get the numbers and provide an update to the Board. She explained that she does not have the numbers in front of her, but the enrollment is down in physical education classes college-wide.
    - Dr. Wheeler asked where colleges will be with athletics in ten years. Brenda said it is split. Some are reducing programs and some are adding new ones.
    - As previously discussed with the Board, some enhancements are needed for the softball field. Brenda reviewed the plans pricing and needs for softball and she recommends moving forward now with the

entire project which is estimated at \$850,000. The project should be planned as to not interfere with the team's play. The members recommended completing this summer.

- Brenda explained that the three campuses are still working on the development of the science parks. She will bring back a plan and timeline to the Board for review.
- Brenda explained that campus carry signage is needed as well as updates to campus signage. She will get a list of all of the signage needed. The cost estimate has been reduced to \$400,000.
- Brenda explained that the monument signs at each campus need updated. The plan is not to go back to digital/electronics, but we are still working through details. The cost estimate is \$500,000, and Brenda will bring this back to the Board for review.
- Brenda explained that she will provide a proposal for the next phase of renovation at the district administration building. The restrooms are not ADA compliant after the recent inspection from the City of Pasadena. While renovating the restrooms, the lobby could be renovated and updated at the same time. The canopy at the main entrance also needs replaced. The members were comfortable with Brenda bringing forward a proposal.

#### IV. Review 2015 Revenue Bond

The Board reviewed the spreadsheet with details on the 2015 Revenue Bond. The Center for Industrial Technology is complete with a few issues that need addressed. It is estimated that \$1 million will be transferred back to contingency.

#### V. Review 2015 Bond Program

- Brenda provided an overview of the two spreadsheets with details on the status of the 2015 Bond Program.
- Brenda reviewed the petrochemical center design with the Board. This facility is in the final design phases. Additional dollars will need to be transferred to this project. Approximately \$7.9 million is needed for site development due to the new facility location. Additionally, the building and process plant will require approximately \$8.2 million. The industry leaders have been instrumental in confirming the requirements of the facility. Several Board members discussed the significance of this facility on meeting the workforce needs of the region. She mentioned that a consultant, Bethany Reid, is working on a proposal and guidelines for naming opportunities. She should have her plans ready within the next few weeks. Additionally, Brenda and Randy Boeding have had conversations with industry partners on support. Dan Mims recommends a wall of recognition with company logos with varying sizes for donation amounts.
- Brenda reviewed the budget and status for the following projects:
  - a. Welcome Center and Site – Because of the Central site planning and the new proposed location, \$3 million will be allocated for the site development budget and an additional \$2.8 million is recommended

based on the programming phase of the building.

- b. North Tunnel – This budget will be reduced by \$6.1 million due to scope revisions.
- c. Fire House – This budget will be reduced by \$5.6 million due to scope revisions.
- d. Autobody/HVAC – This project will be increased by \$2 million due to scope revisions.
- e. Maritime Expansion – It is recommended that this budget be reduced by \$13 million. Brenda does not anticipate that the original budget will be required due to the timing of future expansions of the site and wetlands support provided by LBC.
- f. Cosmetology and Cosmetology/Culinary Centers – We are still working on programming and may be slightly over budget. But we are working to manage scope and requirements.
- g. North Wetlands Mitigation – This budget was reduced by \$2 million because expansion will not be required for at least the next five years.
- h. Early College High School (ECHS) Plans at South and Central – Originally, the new ECHSs were going to be accommodated with a new classroom building at Central and the Jones renovation at South. Based on a review of needs and the required timeline, the recommendation is to accommodate in current facilities with limited renovations. Pasadena and Clear Creek Independent School District’s support the plans which will be more cost effective for the College. Additional updates will be provided as the scope is completed.

VI. Wrap-up with Summary for Follow-up

Brenda asked if there are any other items the Board would like an update on. The Board did not ask for an update on any other items.

VII. Adjournment

Dan Mims adjourned the meeting at 5:04 p.m.

**Item "C"**  
**Regular Board Meeting June 5, 2017**  
**Approval of the Minutes for the May 17, 2017**  
**Special Board Meeting**

**RECOMMENDATION**

The Chancellor requests that the Board of Trustees approve the minutes for the May 17, 2017, Special Board meeting.

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

**May 17, 2017**

**The Board of Trustees of the San Jacinto Community College District met at 5:15 p.m., Wednesday, May 17, 2017, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas, for a Special Board Meeting.**

**Chancellor:** Brenda Hellyer – *via conference call*

**Others Present:** Kacie Allen  
Bo Hopper  
Ginger Lambert  
Chet Lewis  
Lorenzo Najera  
Mandi Reiland  
Erica Davis Rouse  
Tony Sirvello  
Danny Snooks  
Jaclyn Stafford

**Call the Meeting to order:** Chair Dan Mims called the special meeting of the Board of Trustees to order at 5:16 p.m.

**Roll Call of Board Members:** Marie Flickinger  
Brad Hance - *absent*  
John Moon, Jr. - *via conference call*  
Keith Sinor  
Dr. Ruede Wheeler  
Larry Wilson - *absent*

**Motion 9780 Consideration of Approval to Adopt Order** Motion was made by Keith Sinor, seconded by Dr. Ruede Wheeler, to approve to adopt the order canvassing returns and declaring results of election.

**Canvassing Returns and Declaring Results of Election**

**Motion Carried.**

**Yeas:** Flickinger, Mims, Moon, Jr. (via conference call), Sinor, Wheeler  
**Nays:** None

**Adjournment:** Meeting Adjourned at 5:19 p.m.



## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve budget transfers for 2016-2017 which have been made in accordance with State accounting procedures.

### **BACKGROUND**

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

### **IMPACT OF THIS ACTION**

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

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

This request is a reclassification of existing authorizations.

### **MONITORING AND REPORTING TIMELINE**

None

### **ATTACHMENTS**

Attachment 1 – Budget Transfers

### **RESOURCE PERSONNEL**

Chet Lewis	281-998-6306	chet.lewis@sjcd.edu
Mini Izaguirre	281-998-6347	mini.izaguirre@sjcd.edu

SAN JACINTO COLLEGE DISTRICT  
 Budget Transfers For The June 5, 2017 Board Meeting  
 Budget Transfers Related to Fiscal Year 2016 - 2017

ELEMENT OF COST	DEBIT	CREDIT
<b>DISTRICT</b>		
INSTRUCTION	-	-
PUBLIC SERVICE	-	-
ACADEMIC SUPPORT	-	2,812
STUDENT SERVICES	675	3,276
INSTITUTIONAL SUPPORT	9,418	45,037
PHYSICAL PLANT	-	-
AUXILIARY ENTERPRISES	-	-
<b>CENTRAL</b>		
INSTRUCTION	16,095	9,466
PUBLIC SERVICE	-	-
ACADEMIC SUPPORT	10,081	2,995
STUDENT SERVICES	-	-
INSTITUTIONAL SUPPORT	-	850
PHYSICAL PLANT	-	-
AUXILIARY ENTERPRISES	-	-
<b>NORTH</b>		
INSTRUCTION	17,875	-
PUBLIC SERVICE	-	-
ACADEMIC SUPPORT	2,850	8,000
STUDENT SERVICES	50	-
INSTITUTIONAL SUPPORT	-	-
PHYSICAL PLANT	-	-
AUXILIARY ENTERPRISES	-	-
<b>SOUTH</b>		
INSTRUCTION	22,487	9,523
PUBLIC SERVICE	-	-
ACADEMIC SUPPORT	3,700	1,855
STUDENT SERVICES	-	-
INSTITUTIONAL SUPPORT	583	-
PHYSICAL PLANT	-	-
AUXILIARY ENTERPRISES	-	-
	<b>83,814</b>	<b>83,814</b>

These transfers reflect adjustments of budgetary allocations between campuses and departments.

**RECOMMENDATION**

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

**Central Campus**

Department

Affiliation Entity

Respiratory Therapy Program

University of Texas Medical Branch of Galveston

Medical Imaging Program

University of Texas Medical Branch of Galveston

Eye Care Technology Program

Mann Eye Institute

Associate Degree Nursing Program

Deer Park Independent School District

**South Campus**

Department

Affiliation Entity

Occupational Therapy Assistant Program

Bay Area Rehabilitation Center

Occupational Therapy Assistant Program

Memorial Hermann-Texas Medical Center and Children’s Memorial Hermann Hospital

Physical Therapist Assistant Program  
And Occupational Therapy Assistant Program

Memorial Hermann Sports Medicine and Rehabilitation

**North Campus**

Department

Affiliation Entity

Health Information Management

MD Anderson Tumor Registry

Child Development/Early Childhood Education

University of Houston-Clear Lake

**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 "G"**  
**Regular Board Meeting June 5, 2017**  
**Approval of the Next Regularly Scheduled Meeting**

**RECOMMENDATION**

The next regularly scheduled meeting of the Board of Trustees will be Monday, July 10, 2017.