

***Board of Trustees  
Meeting***

***December 9, 2024***

December 6, 2024

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

The Board of Trustees of the San Jacinto Community College District will meet for a Board workshop at 4:45 p.m., Monday, December 9, 2024, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

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

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

**BOARD WORKSHOP  
AGENDA**

**I. Call the Meeting to Order**

**II. Roll Call of Board Members**

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

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

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

**1. Discuss Candidates for Board Officer Positions**

**IV. Reconvene in Open Meeting**

**V. Review of 2023-2024 Annual Comprehensive Financial Report**

**VI. Review of Highlights from 2023-2024 Financials**

**VII. Update on Enrollment – Fall 2024 and Spring 2025**

**VIII. Discuss Board Oath of Office and Officers Election Process**

**IX. Review of Board Election Calendar**

**X. Review of Calendar**

**XI. General Discussion of Meeting Items**

**A. Additional Purchasing Support Documents**

**XII. Adjournment**

Additional Closed Session Authority

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

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

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

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

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

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

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

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

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

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

#### Certification as to Posting or Giving of Notice

On this day, December 6, 2024, this notice was posted to the College’s website, on a bulletin board located at a place convenient to the public at the administrative building of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, and is readily accessible to the public upon request.

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Brenda Hellyer, Ed.D.

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

The Board of Trustees of the San Jacinto Community College District will meet for a regularly scheduled Board meeting at 7:00 p.m. on Monday, December 9, 2024, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

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

An electronic copy of the agenda packet is available on the College's website as follows:  
[www.sanjac.edu/about/board-trustees/#Board\\_of\\_trustees\\_meetings](http://www.sanjac.edu/about/board-trustees/#Board_of_trustees_meetings)

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

A link to a public comments form is available at: [www.sanjac.edu/request-speak-to-board](http://www.sanjac.edu/request-speak-to-board)  
The form must be completed prior to 11:00 a.m. on December 9, 2024. After completion of the form, the requestor will be contacted with further instructions. Registered participants will be allotted five minutes to address the Board of Trustees during the "Public Comment" portion of the meeting. Discussion shall be addressed to the Board Chair and the entire membership of the Board. Discussion shall be limited solely to the matter indicated on the request form. Members of the Board of Trustees and/or administration may not comment or deliberate during a public comment period at the meeting except to state that the Chancellor or designee may follow-up, when appropriate.

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

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

**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**

**A. Recognition of San Jacinto College for Receiving the North American Marine Environment Protection Association (NAMEPA) 2024 Maritime Academies Award**

Presenter: Allatia Harris

**B. National Apprenticeship Week Recognition**

Presenter: Allatia Harris

**V. Student Success Presentations**

**A. High School Capture Rate Update**

Presenter: George González

**VI. Communications to the Board of Trustees**

**VII. Public Comment**

**VIII. Informative Reports to the Board**

**A. San Jacinto College Financial Statements**

- 1. San Jacinto College Monthly Financial Statements October 2024**
- 2. San Jacinto College Monthly Investment Report October 2024**

**B. San Jacinto College Foundation Financial Statements**

- 1. October 2024**
- 2. Financial Audit Years Ended June 30, 2024 and 2023**

**C. Capital Improvement Program**

**ACTION ITEMS**

**IX. Consideration of Appointment of San Jacinto Community College District Trustee, Position 3**

**X. Statement of Officer and Oath of Office Administered to Recently Appointed Trustee**

**XI. Consideration of Approval of Election of Officer(s) for the Board of Trustees**

**XII. Consideration of Approval of Amendment to the 2024-2025 Budget for Restricted Revenue and Expenses Relating to Federal, State, and Local Grants/Contracts**

**XIII. Consideration of Acceptance of the 2023-2024 Annual Comprehensive Financial Report**

**XIV. Consideration of Approval of the 2025-2026 Academic Calendar**

**XV. Consideration of Approval of Memorandum of Understanding with Family Christian Academy for Dual Credit**

**XVI. Consideration of Approval of Memorandum of Understanding with Aldine Independent School District for Dual Credit**

**XVII. Consideration of Approval of Extension of Current Memorandum of Understandings with Local Independent School Districts for Dual Credit**

**XVIII. Consideration of Approval of Restructure of Accuplacer English as a Second Language Test Student Retest Charges Effective January 1, 2025**

**XIX. Consideration of Approval of Policy V.5003.C, Appropriate Use of Copyright and Trademarked Materials – Second Reading**

**PURCHASING REQUESTS**

**XX. Consideration of Purchasing Requests**

**CONSENT AGENDA**

**XXI. Consent Agenda**

(Any item placed on the consent agenda shall be removed and taken up as a separate matter, if so requested by any member of the Board, otherwise all items will be voted on with one (1) motion.)

**A. Approval of the Minutes for the November 4, 2024, Workshop and Regular Board Meeting**

**B. Approval of the Budget Transfers**

**C. Approval of Personnel Recommendations, Extra Service Agreements (ESA), and 2024-2025 Part-Time Hourly Salary Schedule**

**D. Approval of the Affiliation Agreements**

**E. Approval of the Next Regularly Scheduled Meeting**

**F. Approval of the Minutes for the December 2, 2024, Special Board Meeting**

## **XXII. Items for Discussion/Possible Action**

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

## **XXIII. Adjournment**

### **Closed Session Authority**

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

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

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

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### **Certification as to Posting or Giving of Notice**

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Brenda Hellyer, Ed.D.

San Jacinto College Monthly Financial Statements  
October 2024

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

<u>Assets</u>	<u>2024</u>	<u>2023</u>
<b>Current assets:</b>		
Cash and cash equivalents	\$ 73,911,481	\$ 77,169,741
Restricted cash and cash equivalents	63,130,886	71,121,187
Investments	14,975,650	10,376,108
Accounts receivable - taxes	5,527,508	5,256,975
Accounts receivable	26,606,729	24,380,348
Deferred charges	2,808,910	2,782,989
Inventories	444,074	434,916
Total current assets	<u>187,405,238</u>	<u>191,522,264</u>
<b>Noncurrent assets:</b>		
Other long term investments	15,053,000	19,922,200
Capital assets, net	<u>715,653,122</u>	<u>723,182,074</u>
Total noncurrent assets	<u>730,706,122</u>	<u>743,104,274</u>
Total assets	<u>918,111,360</u>	<u>934,626,538</u>
<b>Deferred outflows of resources:</b>		
Deferred outflow related to pensions	23,369,169	21,400,078
Deferred outflow related to OPEB	9,505,667	16,454,021
Deferred outflow related to defeased debt	<u>3,571,143</u>	<u>4,406,228</u>
Total deferred outflows of resources	<u>36,445,979</u>	<u>42,260,327</u>
<b>Liabilities</b>		
<b>Current liabilities:</b>		
Accounts payable	11,642,804	11,946,602
Accrued liabilities	6,196,045	5,118,624
Accrued compensable absences and deferred compensation	2,853,852	2,522,317
Deferred revenues	<u>248,247</u>	<u>306,480</u>
Total current liabilities	<u>20,940,948</u>	<u>19,894,023</u>
<b>Noncurrent liabilities:</b>		
Net pension liability	58,696,523	49,944,685
Net OPEB liability	88,758,738	93,684,200
Bonds and notes payable	<u>647,470,798</u>	<u>666,016,002</u>
Total noncurrent liabilities	<u>794,926,059</u>	<u>809,644,887</u>
Total liabilities	<u>815,867,007</u>	<u>829,538,910</u>
<b>Deferred inflows of resources:</b>		
Deferred inflows related to pensions	3,781,273	5,790,103
Deferred inflows related to OPEB	33,479,070	34,752,051
Deferred Inflows - Lease Receivable	<u>192,100</u>	<u>1,227,296</u>
Total deferred inflows of resources	<u>37,452,444</u>	<u>41,769,451</u>
<b>Net assets</b>		
Beginning of year - unaudited	79,811,001	83,260,534
Current year addition	<u>21,426,888</u>	<u>22,317,972</u>
Total net position	<u>\$ 101,237,888</u>	<u>\$ 105,578,504</u>



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

**11 Unrestricted Funds**

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
State Appropriations	\$ 56,774,338	\$ 28,374,096	49.98%	\$ 27,497,875	50.00%
State Appropriations - FAST	2,550,000	-	-	-	-
Local Taxes - Maintenance & Operations	89,600,000	84,312	0.09%	48,665	0.06%
Credit Tuition	68,445,000	40,854,475	59.69%	38,834,541	57.94%
Credit Exemptions & Waivers	(9,500,000)	(4,474,658)	47.10%	(4,253,326)	42.59%
Continuing Education					
CPET	540,000	55,891	10.35%	81,664	22.64%
Biotechnology	600,000	-	-	-	-
Maritime Transportation	2,100,000	490,140	23.34%	374,966	19.80%
Continuing Professional Development (CPD)	6,360,000	558,494	8.78%	896,507	19.68%
Continuing Education Exemptions & Waivers	(45,000)	(7,950)	17.67%	(13,702)	53.38%
Bad Debt	(1,100,000)	(183,333)	16.67%	(166,702)	16.67%
Sales & Services	2,200,000	358,576	16.30%	360,188	10.95%
Investment Income	6,000,000	820,830	13.68%	798,049	12.96%
<b>Total Revenues</b>	<b>224,524,338</b>	<b>66,930,874</b>	<b>29.81%</b>	<b>64,458,726</b>	<b>30.41%</b>
<b>Expenditures</b>					
Instruction	87,604,623	16,712,817	19.08%	15,182,149	17.60%
Public Service	20,100	910	4.53%	361	2.02%
Academic Support	22,126,462	3,892,977	17.59%	3,528,554	19.31%
Student Services	23,228,772	3,551,829	15.29%	2,774,296	13.65%
Institutional Support	59,150,250	11,501,786	19.45%	9,497,904	17.31%
Physical Plant	27,711,896	2,980,232	10.75%	2,886,749	11.61%
<b>Total Expenditures</b>	<b>219,842,103</b>	<b>38,640,552</b>	<b>17.58%</b>	<b>33,870,013</b>	<b>16.55%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	4,682,235	130,150	2.78%	1,027,219	10.37%
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ 28,160,172</b>		<b>\$ 29,561,494</b>	

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

Federal Restricted Funds

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
Grants	\$ 59,548,555	\$ 22,823,364	38.33%	\$ 22,882,374	36.17%
<b>Total Revenues</b>	<b>59,548,555</b>	<b>22,823,364</b>	<b>38.33%</b>	<b>22,882,374</b>	<b>36.17%</b>
<b>Expenditures</b>					
Instruction	930,899	203,203	21.83%	175,494	12.19%
Public Service	119,631	29,207	24.41%	30,533	18.28%
Academic Support	6,741,912	948,157	14.06%	927,764	19.18%
Student Services	150,873	87,103	57.73%	76,486	19.98%
Institutional Support	469,139	90,476	19.29%	82,776	13.39%
Physical Plant	741,776	-	-	-	-
Scholarships and Fellowships	50,394,326	21,465,218	42.59%	21,589,321	38.88%
<b>Total Expenditures</b>	<b>59,548,556</b>	<b>22,823,364</b>	<b>38.33%</b>	<b>22,882,374</b>	<b>36.17%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	

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

State Restricted Funds

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
State Paid Benefits	\$ 13,200,000	\$ 2,249,055	17.04%	\$ 2,138,141	16.14%
Grants	9,430,026	2,902,258	30.78%	2,352,785	38.45%
<b>Total Revenues</b>	<b>22,630,026</b>	<b>5,151,313</b>	<b>22.76%</b>	<b>4,490,926</b>	<b>23.18%</b>
<b>Expenditures</b>					
Instruction	7,622,903	1,309,821	17.18%	1,234,961	17.73%
Public Service	4,788	3,495	73.01%	3,167	17.88%
Academic Support	2,221,541	264,194	11.89%	233,919	12.61%
Student Services	1,589,520	343,190	21.59%	305,030	14.17%
Institutional Support	3,899,094	392,441	10.06%	391,854	14.29%
Physical Plant	42,106	-	-	-	-
Scholarships and Fellowships	7,250,074	2,838,172	39.15%	2,321,995	41.20%
<b>Total Expenditures</b>	<b>22,630,026</b>	<b>5,151,313</b>	<b>22.76%</b>	<b>4,490,926</b>	<b>23.18%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	

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

Local Restricted Funds

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
Grants	\$ 5,033,233	\$ 1,623,587	32.26%	\$ 1,845,224	45.34%
<b>Total Revenues</b>	<b>5,033,233</b>	<b>1,623,587</b>	<b>32.26%</b>	<b>1,845,224</b>	<b>45.34%</b>
<b>Expenditures</b>					
Instruction	-	-	-	-	-
Public Service	224,852	30,521	13.57%	27,258	12.53%
Academic Support	1,466,044	114,598	7.82%	45,095	8.86%
Student Services	2,000	2,000	100.00%	-	-
Institutional Support	7,208	2,296	31.85%	22,705	70.62%
Physical Plant	250,000	-	-	-	-
Scholarships and Fellowships	3,615,000	1,498,692	41.46%	1,792,196	50.25%
<b>Total Expenditures</b>	<b>5,565,105</b>	<b>1,648,108</b>	<b>29.62%</b>	<b>1,887,254</b>	<b>43.62%</b>
<b>Transfers Among Funds</b>					
Transfers In	(531,872)	(30,150)	-	(27,219)	11.22%
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ 5,629</b>		<b>\$ (14,810)</b>	

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

27 FAST & TPEG

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
State Appropriations - FAST	\$ 2,350,000	\$ 746,389	31.76%	\$ -	-
Tuition - Credit & Non Credit - TPEG	3,100,000	1,931,798	62.32%	1,854,442	56.77%
<b>Total Revenues</b>	<b>5,450,000</b>	<b>2,678,187</b>	<b>49.14%</b>	<b>1,854,442</b>	<b>33.88%</b>
<b>Expenditures</b>					
Scholarships and Fellowships - FAST	2,350,000	746,389	31.76%	854,705	0.39
Scholarships and Fellowships-- TPEG	3,100,000	972,045	31.36%	1,566,968	44.30%
<b>Total Expenditures</b>	<b>5,450,000</b>	<b>1,718,434</b>	<b>31.53%</b>	<b>2,421,673</b>	<b>42.16%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ 959,753</b>		<b>\$ (567,231)</b>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes in Net Position  
For the Two Months Ended October 31, 2024

28 Private Gifts and Donations

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
Grants	\$ 60,000	\$ -	-	\$ -	-
<b>Total Revenues</b>	<b>60,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Expenditures</b>					
Instruction	-	1,569	-	3,075	8.82%
Institutional Support	60,000	304	0.51%	-	-
Scholarships and Fellowships	-	-	-	-	-
<b>Total Expenditures</b>	<b>60,000</b>	<b>1,873</b>	<b>0.03</b>	<b>3,075</b>	<b>8.82%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ (1,873)</b>		<b>\$ (3,075)</b>	

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

Auxiliary Enterprises

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
Auxiliary Services	\$ 3,000,000	\$ 735,518	24.52%	\$ 713,001	22.94%
<b>Total Revenues</b>	<b>3,000,000</b>	<b>735,518</b>	<b>24.52%</b>	<b>713,001</b>	<b>22.94%</b>
<b>Expenditures</b>					
Labor	714,787	129,766	18.15%	102,490	12.74%
Benefits	203,780	19,449	9.54%	19,028	14.34%
Supplies	618,146	140,357	22.71%	120,616	19.47%
Travel	200,112	16,734	8.36%	32,077	10.42%
Contracted Services	127,118	25,435	20.01%	25,775	19.04%
Utilities	200	-	-	-	-
Scholarships and Fellowships	1,135,857	163,643	14.41%	333,309	27.58%
<b>Total Expenditures</b>	<b>3,000,000</b>	<b>495,383</b>	<b>16.51%</b>	<b>633,295</b>	<b>19.74%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ 240,134</b>		<b>\$ 79,706</b>	

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

Fund 95 Retirement of Indebtedness

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
Local Taxes - Debt Service	\$ 40,105,400	\$ 37,315	0.09%	\$ 23,117	0.06%
Investment Income	-	3,048	-	8,428	2.25%
<b>Total Revenues</b>	<b>40,105,400</b>	<b>40,362</b>	<b>0.10%</b>	<b>31,545</b>	<b>0.08%</b>
<b>Expenditures</b>					
Institutional Support - Principal	16,938,184	-	-	-	-
Institutional Support - Interest	26,435,391	4,547,355	17.20%	3,962,666	17.42%
<b>Total Expenditures</b>	<b>43,373,575</b>	<b>4,547,355</b>	<b>10.48%</b>	<b>3,962,666</b>	<b>9.55%</b>
<b>Transfers Among Funds</b>					
Transfers In	(4,050,363)	-	-	-	-
Transfers Out	-	-	-	-	-
Adjustment for Debt Principal Payment <sup>1</sup>	(16,938,184)	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ 17,720,372</b>	<b>\$ (4,506,993)</b>		<b>\$ (3,931,121)</b>	

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



**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes in Net Position**  
**For the Two Months Ended October 31, 2024**

**Fund 97 Investment in Plant**

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Expenditures</b>					
Depreciation	\$ 30,225,000	\$ 4,288,113	14.19%	\$ 4,548,918	15.42%
<b>Total Expenditures</b>	<b>30,225,000</b>	<b>4,288,113</b>	<b>14.19%</b>	<b>4,548,918</b>	<b>15.42%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Adjustment for Capital Purchases <sup>1</sup>	(1,498,251)	(166,465)	11.11%	(66,292)	3.79%
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ (28,726,749)</b>	<b>\$ (4,121,648)</b>		<b>\$ (4,482,626)</b>	

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

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

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
State Appropriations	\$ 69,974,338	\$ 30,623,152	43.76%	\$ 29,636,016	43.42%
State Appropriations - FAST	4,900,000	746,389	-	-	-
Local Taxes - Maintenance & Operations	89,600,000	84,312	0.09%	48,665	0.06%
Local Taxes - Debt Service	40,105,400	37,315	0.09%	23,117	0.06%
Credit Tuition	71,545,000	42,786,273	59.80%	40,688,983	57.89%
Credit Exemptions & Waivers	(9,500,000)	(4,474,658)	47.10%	(4,253,326)	42.59%
Continuing Education					
CPET	540,000	55,891	10.35%	81,664	22.64%
Biotechnology	600,000	-	-	-	-
Maritime Transportation	2,100,000	490,140	23.34%	374,966	19.80%
Continuing Professional Development	6,360,000	558,494	8.78%	896,507	19.68%
Continuing Education Exemptions & Waivers	(45,000)	(7,950)	-	(13,702)	53.38%
Bad Debt	(1,100,000)	(183,333)	16.67%	(166,702)	16.67%
Sales & Services	2,200,000	358,576	16.30%	360,188	10.95%
Insurance Proceeds - Winter Storm	-	-	-	-	-
Investment Income	6,000,000	823,878	13.73%	806,477	12.34%
Investment Income - Restricted Funds	-	593,648	-	675,635	16.91%
Auxiliary Services	3,000,000	735,518	24.52%	713,001	22.94%
Grants	69,038,581	25,727,583	37.27%	25,334,766	36.81%
Local Grants	5,033,233	1,621,626	32.22%	1,745,617	37.10%
<b>Total Revenues</b>	<b>360,351,552</b>	<b>100,576,853</b>	<b>27.91%</b>	<b>96,951,873</b>	<b>27.64%</b>
<b>Expenditures</b>					
Instruction	96,158,424	18,227,410	18.96%	16,595,679	17.53%
Public Service	369,370	64,133	17.36%	61,318	14.59%
Academic Support	32,555,960	5,219,926	16.03%	4,735,332	18.59%
Student Services	24,971,165	3,984,123	15.95%	3,155,812	13.81%
Institutional Support	106,959,267	16,536,593	15.46%	13,957,905	13.99%
Physical Plant	28,745,778	2,980,232	10.37%	2,886,749	11.47%
Scholarships and Fellowships	66,709,400	27,520,517	41.25%	28,125,185	39.91%
Auxiliary Enterprises	3,000,000	495,383	16.51%	633,295	19.74%
Depreciation	30,225,000	4,288,113	14.19%	4,548,918	15.42%
<b>Total Expenditures</b>	<b>389,694,365</b>	<b>79,316,430</b>	<b>20.35%</b>	<b>74,700,193</b>	<b>20.11%</b>
<b>Transfers Among Funds</b>					
Transfers In	(4,682,235)	(130,150)	2.78%	(1,027,219)	10.37%
Transfers Out	4,682,235	130,150	2.78%	1,027,219	10.37%
Adjustment for Debt Principal Payment <sup>1</sup>	(16,938,184)	-	-	-	-
Adjustment for Capital Purchases <sup>1</sup>	(1,498,251)	(166,465)	11.11%	(66,292)	3.79%
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ (10,906,377)</b>	<b>\$ 21,426,888</b>		<b>\$ 22,317,972</b>	

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

# Capital Improvement Program

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

Fund 91 Capital Projects

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
Investment Income	\$ -	\$ 492,667	-	\$ 627,575	17.96%
<b>Total Revenues</b>	<b>-</b>	<b>492,667</b>	<b>-</b>	<b>627,575</b>	<b>17.96%</b>
<b>Expenditures</b>					
SECO-Energy Conservation Projects	-	-	0.00%	306,088	-
Bond Program	41,036,201	31,268	0.08%	153,645	1.48%
<b>Total Expenditures</b>	<b>41,236,201</b>	<b>31,268</b>	<b>-</b>	<b>459,733</b>	<b>4.30%</b>
<b>Transfers Among Funds</b>					
Transfers In	(100,000)	(100,000)	100.00%	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ (41,136,201)</b>	<b>\$ 561,400</b>		<b>\$ 167,842</b>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes in Net Position  
For the Two Months Ended October 31, 2024

Fund 93 Renewal and Replacement

	Adjusted Budget	Actual 16.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/24 Actual
<b>Revenues</b>					
Interest Earnings	\$ -	\$ 100,981	-	\$ 48,060	9.60%
<b>Total Revenues</b>	<b>-</b>	<b>100,981</b>	<b>-</b>	<b>48,060</b>	<b>9.60%</b>
<b>Expenditures</b>					
District Energy Savings Projects	9,54,720	-	-	-	-
<b>Total Expenditures</b>	<b>954,720</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	(1,000,000)	16.39%
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ (954,720)</b>	<b>\$ 100,981</b>		<b>\$ 1,048,060</b>	

San Jacinto College Monthly Investment Report  
October 2024

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

		<u>Fair Market Value</u>	<u>Book Value</u>
Beginning Value	October 1, 2024	\$ 153,639,856	\$ 153,415,676
Additions/Subtractions (Net)		17,569,862	17,569,862
Change in-Fair Market Value*		(18,700)	-
Ending Value	October 31, 2024	<u>\$ 171,191,017</u>	<u>\$ 170,985,537</u>

Earnings for the Month of September	\$ 679,914
Weighted Average Maturity at Ending Period Date (Days)	1.00
Weighted Average Earnings Rate	5.0235%
Benchmark - One Year Treasury Yield	4.2700%

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

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

Prepared by:




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Carol Tillman  
Assistant Comptroller

Reviewed by:




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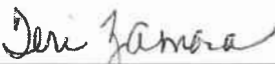
Andrea DuBois  
Comptroller




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Carin Hutchins  
Associate Vice Chancellor of Finance

Approved by:




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Teri Zamora  
Vice Chancellor of Fiscal Affairs

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

Description	Held At	Annualized Interest Rate	Purchase		Par	Fair Market Value	Book Value	% of Total Portfolio	Days to Maturity	Weighted Avg. Mat.
			Date	Maturity						
<b>Short-Term Investments - Unrestricted Funds</b>										
Demand Deposits										
Credit Cards in Transit	Heartland	N/A	N/A	11/01/24	\$	19,582	\$ 19,582	0.01%	1	0.00
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	N/A	11/01/24	N/A	(3,568,282)	(3,568,282)	-2.09%	1	-0.02
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chase Bank	3.850%	N/A	11/01/24	N/A	7,718,716	7,718,716	4.51%	1	0.05
JPMorgan Payroll	JPMorgan Chase Bank	N/A	N/A	11/01/24	N/A	(31,815)	(31,815)	-0.02%	1	0.00
JPMorgan Worker's Comp	JPMorgan Chase Bank	N/A	N/A	11/01/24	N/A	(2,638)	(2,638)	0.00%	1	0.00
Petty Cash	Campus Business Offices	N/A	N/A	11/01/24	N/A	19,067	19,067	0.01%	1	0.00
Pool Accounts										
LSIP Corporate Overnight Plus Fund - Operating Funds	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	19,918,977	19,918,977	11.65%	1	0.12
TexPool - Operating	TexPool	4.9130%	N/A	11/01/24	N/A	129,918	129,918	0.08%	1	0.00
TexPool - PRIME - Operating	TexPool	4.9902%	N/A	11/01/24	N/A	46,198,874	46,198,874	27.02%	1	0.27
Investments										
US Agency Note, CUSIP 3130AWGD6	BNY Mellon	4.690%	06/16/23	06/13/25	10,000,000	10,028,200	10,000,000	5.85%	225	0.06
US Agency Note, CUSIP 3130AWLY4	BNY Mellon	5.125%	07/13/23	06/13/25	5,000,000	5,024,800	5,027,750	2.94%	225	0.03
US Agency Note, CUSIP 3133ENEJ5	BNY Mellon	5.181%	11/30/23	11/18/24	5,000,000	4,990,950	4,799,500	2.81%	18	0.03
US Agency Note, CUSIP 3130AYKY1	BNY Mellon	4.800%	01/30/24	01/22/25	5,000,000	5,001,900	4,997,580	2.92%	83	0.03
US Agency Note, CUSIP 3133ERTZ4	BNY Mellon	4.034%	09/19/24	09/19/25	\$5,000,000	4,982,800	4,998,340	2.92%	323	0.03
<b>Short-Term Investments - Restricted (Bond) Funds</b>										
Pool Accounts										
LSIP Corporate Overnight Plus Fund - GOB Debt Service	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	354,290	354,290	0.21%	1	0.00
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	0	0	0.00%	1	0.00
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	0	0	0.00%	1	0.00
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	1	1	0.00%	1	0.00
LSIP Corporate Overnight Plus Fund - 2009 Bond Earnings	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	3	3	0.00%	1	0.00
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	0	0	0.00%	1	0.00
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	44,897,282	44,897,282	26.26%	1	0.26
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	11,714,770	11,714,770	6.85%	1	0.07
LSIP Corporate Overnight Plus Fund - 2023 Bond Proceeds	Lone Star Investment Pool	5.0837%	N/A	11/01/24	N/A	2,023,191	2,023,191	1.18%	1	0.01
TexPool PRIME - 2021 Bond Proceeds	TexPool	4.9902%	N/A	11/01/24	N/A	11,770,430	11,770,430	6.88%	1	0.07
<b>Grand Total - Cash, Cash Equivalents, and Investments</b>						<b>\$ 30,000,000</b>	<b>\$ 171,191,017</b>	<b>\$ 170,985,537</b>	<b>100.00%</b>	<b>1.00</b>

Weighted Average to Maturity at Ending Period Date (Days)			
ACFR, Note 4			
0.01%	\$ 19,067	Petty cash on hand	0.00
80.03%	137,007,738	Investment pools	0.80
2.43%	4,135,562	Bank deposits - demand deposits	0.02
17.54%	30,028,650	U. S. government securities	0.17
<b>100.00%</b>	<b>\$ 171,191,017</b>	<b>Total cash, cash equivalents, and investments</b>	<b>1.00</b>



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

Description	Held At	Annualized Interest Rate	Maturity	Par	9/30/2024 Ending Fair Market Value	9/30/2024 Ending Book Value	10/31/2024 Ending Fair Market Value	10/31/2024 Ending Book Value	Additions/Subtractions and Change in Fair Market Value For the Month	LTD Unrealized Gain/Loss	October Earnings	September through October Earnings
<b>Short-Term Investments - Unrestricted Funds</b>												
<b>Demand Deposits</b>												
Credit Cards in Transit	Heartland	N/A	11/01/24	\$	(6,501)	(6,501)	19,582	19,582	26,082	N/A	N/A	N/A
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	11/01/24		(842,523)	(842,523)	(3,568,282)	(3,568,282)	(2,725,759)	N/A	N/A	N/A
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chase Bank	3.850%	11/01/24		7,044,780	7,044,780	7,718,716	7,718,716	673,935	N/A	11,169	28,283
JPMorgan Payroll	JPMorgan Chase Bank	N/A	11/01/24		(23,021)	(23,021)	(31,815)	(31,815)	(8,793)	N/A	N/A	N/A
JPMorgan Worker's Comp	JPMorgan Chase Bank	N/A	11/01/24		(3,393)	(3,393)	(2,638)	(2,638)	755	N/A	N/A	N/A
Petty Cash	Campus Business Offices	N/A	11/01/24		19,067	19,067	19,067	19,067	-	N/A	N/A	N/A
<b>Sub Total Demand Deposits</b>				\$	<u>N/A</u>	<u>6,188,409</u>	<u>4,154,629</u>	<u>4,154,629</u>	<u>(2,033,780)</u>	<u>N/A</u>	<u>11,169</u>	<u>28,283</u>
<b>Pool Accounts</b>												
TaxPool - Operating	TaxPool	4.9130%	11/01/24	\$	792,588	792,588	129,918	129,918	(662,670)	N/A	29,918	33,267
TaxPool PRIME - Operating	TaxPool	4.9902%	11/01/24		22,324,585	22,324,585	46,198,874	46,198,874	23,874,289	N/A	129,416	225,876
LSIP Corporate Overnight Plus Fund - Operating Funds	Lone Star Investment Pool	5.0837%	11/01/24		25,322,680	25,322,680	19,918,977	19,918,977	(5,403,703)	N/A	95,039	237,960
<b>Sub Total Pool Accounts</b>				\$	<u>N/A</u>	<u>48,439,853</u>	<u>66,247,769</u>	<u>66,247,769</u>	<u>17,807,916</u>	<u>N/A</u>	<u>254,373</u>	<u>497,103</u>
<b>Investments</b>												
US Agency Note, CUSIP 3130ATVD6	BNY Mellon	4.875%	08/13/24	5,000,000	-	-	-	-	-	-	-	21,313
US Agency Note, CUSIP 3130AWGD6	BNY Mellon	4.690%	06/13/25	10,000,000	10,042,800	10,000,000	10,028,200	10,000,000	(14,600)	28,200	39,083	78,167
US Agency Note, CUSIP 3130AWLY4	BNY Mellon	5.125%	06/13/25	5,000,000	5,033,500	5,027,750	5,024,800	5,027,750	(8,700)	(2,950)	21,354	42,708
US Agency Note, CUSIP 3133ENEJ6	BNY Mellon	5.181%	11/18/24	5,000,000	4,974,000	4,799,500	4,990,850	4,789,500	16,950	191,460	20,354	40,708
US Agency Note, CUSIP 3130AYKY1	BNY Mellon	4.800%	01/22/25	5,000,000	5,002,500	4,997,580	5,001,900	4,987,580	(600)	4,320	19,792	39,583
US Agency Note, CUSIP 3133ERTZ4	BNY Mellon	4.034%	09/19/25	5,000,000	4,994,550	4,996,340	4,982,800	4,998,340	(11,750)	(15,540)	16,805	16,805
<b>Sub Total Investments</b>				\$	<u>35,000,000</u>	<u>30,047,350</u>	<u>29,823,170</u>	<u>30,028,650</u>	<u>29,823,170</u>	<u>(18,700)</u>	<u>205,480</u>	<u>117,388</u>
<b>Sub Total - Short-Term Investments - Unrestricted Funds</b>				\$	<u>35,000,000</u>	<u>84,675,612</u>	<u>84,451,432</u>	<u>100,431,048</u>	<u>100,225,568</u>	<u>15,755,436</u>	<u>382,930</u>	<u>764,670</u>
<b>Short-Term Investments - Restricted (Bond) Funds</b>												
<b>Pool Accounts</b>												
LSIP Corporate Overnight Plus Fund - COB Debt Service	Lone Star Investment Pool	5.0837%	11/01/24	N/A	352,771	352,771	354,290	354,290	1,519	N/A	1,519	3,048
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.0837%	11/01/24	N/A	111	111	0	0	(111)	N/A	0	1
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.0837%	11/01/24	N/A	18	18	0	0	(18)	N/A	0	0
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.0837%	11/01/24	N/A	179	179	1	1	(179)	N/A	1	1
LSIP Corporate Overnight Plus Fund - 2009 Bond Earnings	Lone Star Investment Pool	5.0837%	11/01/24	N/A	854	854	3	3	(851)	N/A	3	7
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.0837%	11/01/24	N/A	95	95	0	0	(95)	N/A	0	1
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.0837%	11/01/24	N/A	44,704,788	44,704,788	44,897,282	44,897,282	192,494	N/A	192,494	387,012
LSIP Corporate Overnight Plus Fund - 2023 Bond Proceeds	Lone Star Investment Pool	5.0837%	11/01/24	N/A	11,664,544	11,664,544	11,714,770	11,714,770	50,226	N/A	50,228	100,981
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.0837%	11/01/24	N/A	520,127	520,127	2,023,191	2,023,191	1,503,964	N/A	3,004	5,328
LSIP Corporate Overnight Plus Fund - 2023 Bond Proceeds	Lone Star Investment Pool	5.0837%	11/01/24	N/A	11,720,755	11,720,755	11,770,430	11,770,430	49,675	N/A	49,675	100,319
TaxPool PRIME - 2021 Bond Proceeds	TaxPool	4.9902%	11/01/24		88,964,243	88,964,243	70,759,969	70,759,969	1,795,726	N/A	296,984	596,686
<b>Sub Total Pool Accounts</b>				\$	<u>N/A</u>	<u>88,964,243</u>	<u>70,759,969</u>	<u>70,759,969</u>	<u>1,795,726</u>	<u>N/A</u>	<u>296,984</u>	<u>596,686</u>
<b>Sub Total - Short-Term Investments - Restricted (Bond) Funds</b>				\$	<u>N/A</u>	<u>88,964,243</u>	<u>70,759,969</u>	<u>70,759,969</u>	<u>1,795,726</u>	<u>N/A</u>	<u>296,984</u>	<u>596,686</u>
<b>Grand Total - Cash, Cash Equivalents, and Investments</b>				\$	<u>35,000,000</u>	<u>153,639,856</u>	<u>153,415,676</u>	<u>171,191,017</u>	<u>170,985,537</u>	<u>17,551,162</u>	<u>205,480</u>	<u>679,914</u>

San Jacinto College Foundation Financial Statements  
October 2024

**San Jacinto College Foundation**  
Statement of Financial Position  
As of October 31, 2024

ASSETS	Current Year	Last Year	Difference
Current Assets			
Checking/Savings			
General Fund	\$1,875,923	\$2,727,737	(\$851,814)
Other Funds	-	-	-
Total Checking/Savings	1,875,923	2,727,737	(851,814)
Accounts Receivables	2,689,298	2,567,105	\$122,193
Other Current Assets			
Short Term Investments			
Goldman Sachs - Promise (Non-Endowed)	3,532,335	6,322,913	(\$2,790,578)
Goldman Sachs - Promise (Endowed)	25,589,562	19,897,695	\$5,691,868
Goldman Sachs - FDN - HOE	621,259	466,003	\$155,256
Goldman Sachs - FDN	16,775,013	12,678,677	\$4,096,336
Total SJC Short Term Investments	46,518,169	39,365,287	7,152,881
Total Current Assets	51,083,389	44,660,129	6,423,260
<b>TOTAL ASSETS</b>	<b>51,083,389</b>	<b>44,660,129</b>	<b>6,423,260</b>
<b>LIABILITIES &amp; NET ASSETS</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
Grants Payable	108,290	128,124	(19,834)
Programs Payable	2,030	2,030	-
Endowments Payable	274,068	189,837	84,231
Scholarship Payables	886,675	319,931	566,744
Promise Payables	1,637,248	1,517,002	120,245
Student Success Payables	65,915	141,904	(75,989)
Total Accounts Payable	2,974,226	2,298,829	675,398
Total Current Liabilities	2,974,226	2,298,829	675,398
Total Liabilities	2,974,226	2,298,829	675,398
NET ASSETS			
Net Assets Without Donor Restrictions	28,192,459	26,658,747	1,533,711
Net Assets With Donor Restrictions	19,575,583	17,299,871	2,275,712
Net Assets	47,768,042	43,958,618	3,809,424
Net Income	341,121	(1,597,317)	1,938,438
Total Net Assets	48,109,163	42,361,301	5,747,862
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>\$51,083,389</b>	<b>\$44,660,129</b>	<b>\$6,423,260</b>

**San Jacinto College Foundation**  
Statement of Activities  
For the Period Ending October 31, 2024

	Current Year	Last Year	Difference	Foundation Annual Budget	Actual % of Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Contributions</b>					
Grant Contributions	572,914	56,600	516,314	500,000	115%
Endowments	19,342	47,839	(28,497)	1,000,000	2%
Program Sponsorship	20,566	100,507	(79,941)	600,000	3%
Unrestricted Foundation	5,476	-	5,476	150,000	4%
Scholarships	163,676	175,371	(11,696)	650,000	25%
<b>Total Contributions</b>	<u>781,974</u>	<u>380,317</u>	<u>401,657</u>	<u>2,900,000</u>	<u>27%</u>
<b>Other Income</b>					
Special Events	-	8,225	(8,225)		
Investment Income	398,457	367,114	31,344	3,000,000	
Realized Gain / (Loss)	(49,244)	(11,778)	(37,466)	-	
Unrealized Gain / (Loss)	1,181,061	(1,618,538)	2,799,599	-	
<b>Total Other Income</b>	<u>1,530,275</u>	<u>(1,254,978)</u>	<u>2,785,252</u>	<u>3,000,000</u>	<u>51%</u>
<b>Total Income</b>	<u>2,312,249</u>	<u>(874,660)</u>	<u>3,186,909</u>	<u>5,900,000</u>	<u>39%</u>
<b>Expense</b>					
<b>Programs</b>					
Scholarships Awarded - Promise	1,248,829	94,573	1,154,256	3,000,000	42%
Scholarships Awarded - FND	392,186	482,880	(90,694)	1,000,000	39%
Programs Sponsored	220,600	74,358	146,241	400,000	55%
Student Success Initiatives	54,461	57,470	(3,009)	100,000	54%
<b>Total Programs</b>	<u>1,916,076</u>	<u>709,281</u>	<u>1,206,795</u>	<u>4,500,000</u>	<u>43%</u>
<b>Supporting Services</b>					
Bad Debt Expense	-	-	-	3,500	0%
<b>Supporting Services</b>					
Foundation Expenses	51,902	9,375	42,527	189,500	27%
Fundraising Expenses	-	1,175	(1,175)		
Sponsorship Expense	3,150	2,826	324	15,000	21%
<b>Total Supporting Services</b>	<u>55,052</u>	<u>13,376</u>	<u>41,676</u>	<u>204,500</u>	<u>27%</u>
<b>Total Expense</b>	<u>1,971,128</u>	<u>722,657</u>	<u>1,248,471</u>	<u>4,708,000</u>	<u>42%</u>
<b>Net Ordinary Income</b>	<u>341,121</u>	<u>(1,597,317)</u>	<u>1,938,438</u>	<u>1,192,000</u>	
Other Income / Expenses					
<b>Increase/Decrease in Net Position</b>	<u>\$341,121</u>	<u>(\$1,597,317)</u>	<u>\$1,938,438</u>	<u>\$1,192,000</u>	

**San Jacinto College Foundation Financial Statements  
Financial Audit Years Ended June 30, 2024 and 2023**

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**SAN JACINTO COMMUNITY  
COLLEGE FOUNDATION, INC.**

**FINANCIAL STATEMENTS**

**Years Ended June 30, 2024 and 2023**

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***CPAs and Professional Consultants***



**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**

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 SAN JACINTO  
COLLEGE

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FOUNDATION

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
San Jacinto Community College Foundation, Inc.

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the accompanying financial statements of San Jacinto Community College Foundation, Inc. (the Foundation), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of San Jacinto Community College Foundation, Inc. as of June 30, 2024 and 2023, 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.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Foundation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

To the Board of Directors  
San Jacinto Community College Foundation, Inc.

***Auditor’s Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- obtain an understanding of internal control relevant to the audit 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, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Houston, Texas  
November 14, 2024

**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.****STATEMENTS OF FINANCIAL POSITION***June 30, 2024 and 2023*

	<u>2024</u>	<u>2023</u>
<b>Assets</b>		
Cash and cash equivalents	\$ 3,431,170	\$ 2,627,972
Contributions receivable, net (Notes 3 and 9)	706,935	89,255
Investments (Note 4)	43,365,194	41,756,908
Contributions receivable with perpetual donor restrictions (Notes 3 and 9)	1,791,128	2,375,901
<b>Total Assets</b>	<u>\$ 49,294,427</u>	<u>\$ 46,850,036</u>
<b>Liabilities and Net Assets</b>		
<b>Liabilities</b>		
Scholarships and programs payable (Note 5)	\$ 1,742,762	\$ 3,023,018
<b>Total Liabilities</b>	<u>1,742,762</u>	<u>3,023,018</u>
<b>Net Assets</b>		
Without donor restrictions (Note 7)	37,580,046	33,134,834
With donor restrictions (Notes 6 and 7)	9,971,619	10,692,184
<b>Total Net Assets</b>	<u>47,551,665</u>	<u>43,827,018</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 49,294,427</u>	<u>\$ 46,850,036</u>

**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
*For the Years Ended June 30, 2024 and 2023*

	2024		
	Without Donor Restrictions	With Donor Restrictions	Total
<b>Public Support and Revenues</b>			
Contributions (Note 7)	\$ 781,974	\$ 2,788,598	\$ 3,570,572
Special events, net costs of direct donor benefits	753,385	-	753,385
Interest and dividends, net of investment expenses	1,044,824	273,734	1,318,558
Net change in fair value of investments	2,950,187	605,989	3,556,176
Net assets released from restrictions (Note 6)	4,388,886	(4,388,886)	-
<b>Total Public Support and Revenues</b>	<u>9,919,256</u>	<u>(720,565)</u>	<u>9,198,691</u>
<b>Expenses</b>			
Program services	4,366,202	-	4,366,202
Supporting services (Note 8):			
General and administrative	1,107,842	-	1,107,842
<b>Total Expenses</b>	<u>5,474,044</u>	<u>-</u>	<u>5,474,044</u>
<b>Changes in Net Assets</b>	4,445,212	(720,565)	3,724,647
<b>Net Assets, Beginning of Year</b>	33,134,834	10,692,184	43,827,018
<b>Net Assets, End of Year</b>	<u>\$ 37,580,046</u>	<u>\$ 9,971,619</u>	<u>\$ 47,551,665</u>

**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**For the Years Ended June 30, 2024 and 2023**

	<b>2023</b>		
	<b>Without Donor Restrictions</b>	<b>With Donor Restrictions</b>	<b>Total</b>
<b>Public Support and Revenues</b>			
Contributions (Note 7)	\$ 697,378	\$ 1,640,726	\$ 2,338,104
Special events, net costs of direct donor benefits	-	-	-
Interest and dividends, net of investment expenses	1,226,856	260,810	1,487,666
Net change in fair value of investments	1,740,862	289,136	2,029,998
Net assets released from restrictions (Note 6)	4,207,406	(4,207,406)	-
<b>Total Public Support and Revenues</b>	<b>7,872,502</b>	<b>(2,016,734)</b>	<b>5,855,768</b>
<b>Expenses</b>			
Program services	4,224,415	-	4,224,415
Supporting services (Note 8):			
General and administrative	798,986	-	798,986
<b>Total Expenses</b>	<b>5,023,401</b>	<b>-</b>	<b>5,023,401</b>
<b>Changes in Net Assets</b>	<b>2,849,101</b>	<b>(2,016,734)</b>	<b>832,367</b>
<b>Net Assets, Beginning of Year</b>	<b>30,285,733</b>	<b>12,708,918</b>	<b>42,994,651</b>
<b>Net Assets, End of Year</b>	<b>\$ 33,134,834</b>	<b>\$ 10,692,184</b>	<b>\$ 43,827,018</b>

**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.****STATEMENTS OF CASH FLOWS***For the Years Ended June 30, 2024 and 2023*

	<u>2024</u>	<u>2023</u>
<b>Cash flows from operating activities:</b>		
Change in net assets	\$ 3,724,647	\$ 832,367
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Net Change in fair value of investments	(3,556,176)	(2,029,998)
Contributions with perpetual donor restrictions	260,551	85,318
(Increase) Decrease in pledges receivable	(617,680)	36,945
Increase (decrease) in scholarships and programs payable	(1,280,256)	1,739,383
<b>Net cash provided (used) by operating activities</b>	<u>(1,468,914)</u>	<u>664,015</u>
<b>Cash flows from investing activities:</b>		
Sale (purchase) of investments	1,947,890	(796,576)
<b>Net cash provided by (used in) investing activities</b>	<u>1,947,890</u>	<u>(796,576)</u>
<b>Cash flows from financing activities:</b>		
Proceeds from contributions with perpetual donor restrictions	324,222	394,481
<b>Net cash provided (used) by financing activities</b>	<u>324,222</u>	<u>394,481</u>
Net change in cash and cash equivalents	803,198	261,920
<b>Cash and cash equivalents at beginning of year</b>	<u>2,627,972</u>	<u>2,366,052</u>
<b>Cash and cash equivalents at end of year</b>	<u>\$ 3,431,170</u>	<u>\$ 2,627,972</u>

# SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.

## NOTES TO FINANCIAL STATEMENTS

### 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

#### A. Financial Statement Presentation

The Foundation reports information regarding its financial position and activities according to two classes of net assets: with donor restrictions and without donor restrictions. Net assets, including endowment funds, and changes therein are classified and reported as follows:

*Net assets without donor restrictions* - Net assets available for use in general operations and not subject to donor restrictions. The Board of Directors has designated from net assets without donor restrictions, net assets for a board-designated endowment for special purposes.

*Net assets with donor restrictions* - Net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by either action or passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Foundation reports contributions restricted by donors as increase in net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets.

In September 2020, the Financial Accounting Standards Board issued Accounting Standards Update (“ASU”) 2020-07, *Presentation Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The standard requires nonprofits to expand their financial statement presentation and disclosure of contributed nonfinancial assets, including in-kind contributions. The standard includes disclosure of information on an entity’s policies on contributed nonfinancial assets about monetization and utilization during the reporting period, information on donor-imposed restrictions, and valuation techniques. The new standard, as amended, is to be applied retrospectively, to annual reporting periods beginning after June 15, 2021, and interim periods within annual reporting periods beginning after June 15, 2022. The Organization early adopted the standard on October 1, 2020. The standard did not have a material impact on the financial statements.

#### B. 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 for potentially uncollectable promises is provided based on management’s evaluation at year end. As of June 30, 2024 and 2023, no allowance was recorded. Conditional promises to give, that is those with as measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.



**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**

**NOTES TO FINANCIAL STATEMENTS (continued)**

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

**B. Public Support and Revenue (continued)**

Grants and other contributions of cash and other assets are reported as revenues with donor restrictions 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, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported as net assets released from restrictions in the statements of activities and changes in 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. 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 statements of activities and changes in net assets because the criteria for recognition have not been satisfied.

**C. Cash and Cash Equivalents**

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

**D. Investments**

Investments are recorded at fair value as described in Note 4. Investment income and realized and unrealized gains and losses from investment transactions are initially recorded as with or without donor restrictions, based on donor-imposed restrictions, if any, and are reflected as net assets released from restrictions in the statements of activities and changes in net assets to the extent amounts become available for use during the period. Investment income is reported net of direct investment related expenses. Realized gains and losses are determined using the specific identification method.

**E. Functional Allocation of Expenses**

The costs of program and supporting activities have been summarized on a functional basis in the statements of activities and changes in net assets. Expenses directly attributable to a specific functional area are reported as expenses of those functional areas. Salaries and related costs have been allocated across the functional areas based upon time and effort.

Functional expenses by natural classification for the year ended June 30, 2024 are as follows:

	<b>2024</b>			
	<b>Program</b>	<b>General and Administrative</b>	<b>Fundraising</b>	<b>Total</b>
Scholarships	\$ 3,846,628	\$ -	\$ -	\$ 3,846,628
Program sponsorships	519,574	-	-	519,574
Contract services	-	76,869	-	76,869
Food	-	308	-	308
Fundraising expenses	-	124,986	-	124,986
Office expenses	-	36,779	-	36,779
Other	-	55,946	-	55,946
Professional services	-	45,503	-	45,503
Salaries and related costs	-	761,125	-	761,125
Sponsorship of events	-	6,326	-	6,326
<b>Total Expenses Included in the Expense Section on the Statement of Activities</b>	<b>\$ 4,366,202</b>	<b>\$ 1,107,842</b>	<b>\$ -</b>	<b>\$ 5,474,044</b>

**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS (continued)**

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

**E. Functional Allocation of Expenses (continued)**

Functional expenses by natural classification for the year ended June 30, 2023 are as follows:

	2023			Total
	Program	General and Administrative	Fundraising	
Scholarships	\$ 3,913,008	\$ -	\$ -	\$ 3,913,008
Program sponsorships	294,398	-	-	294,398
Student success initiatives	17,009	-	-	17,009
Contract services	-	84,897	-	84,897
Food	-	3,350	-	3,350
Office expenses	-	51,877	-	51,877
Other	-	48,201	-	48,201
Professional services	-	20,500	-	20,500
Salaries and related costs	-	587,296	-	587,296
Sponsorship of events	-	2,865	-	2,865
<b>Total Expenses Included in the Expense Section on the Statement of Activities</b>	<b>\$ 4,224,415</b>	<b>\$ 798,986</b>	<b>\$ -</b>	<b>\$ 5,023,401</b>

**F. 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.

**G. Reclassifications**

Certain amounts in the fiscal year 2023 financial statements have been reclassified to conform with the current year presentation.

**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS (continued)**

**Note 3 - Pledges Receivable**

Pledges receivable consist of the following at June 30, 2024 and 2023:

Fiscal Year of Pledge Due Date	June 30, 2024	June 30, 2023
2024	\$ -	\$ 46,755
2025	384,435	510,000
2026	810,000	510,000
2027	510,000	510,000
2028	510,000	510,000
2029	510,000	510,000
Less: Discount for present value	(226,372)	(131,599)
<b>Total Pledges Receivable</b>	<b>\$ 2,498,063</b>	<b>\$ 2,465,156</b>

The amount of pledges receivables that were restricted and unrestricted as of June 30, 2024 and 2023 are as follows:

	June 30, 2024	June 30, 2023
Restricted	\$ 1,791,128	\$ 2,375,901
Unrestricted	706,935	89,255
<b>Total Pledges Receivable</b>	<b>\$ 2,498,063</b>	<b>\$ 2,465,156</b>

**Note 4 - Fair Value Measurements**

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.

**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**

**NOTES TO FINANCIAL STATEMENTS (continued)**

**Note 4 - Fair Value Measurements (continued)**

The following is a description of the valuation methodologies used for assets measured at fair value on a recurring basis at June 30, 2024 and 2023. There have been no changes in the methodologies used at June 30, 2024 from June 30, 2023.

*Mutual and exchange traded 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.

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, 2024:

	<b>2024</b>			<b>Total</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
Mutual funds:				
U.S. Fixed income	\$ 2,840,438	\$ -	\$ -	\$ 2,840,438
U.S. Equity	14,739,063	-	-	14,739,063
Foreign equity	3,408,409	-	-	3,408,409
Exchange traded fund:				
U.S. Equity	336,149	-	-	336,149
Corporate fixed income	-	19,910,453	-	19,910,453
Bank deposit account	-	2,130,682	-	2,130,682
<b>Total</b>	<b>\$21,324,059</b>	<b>\$22,041,135</b>	<b>\$ -</b>	<b>\$ 43,365,194</b>

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, 2023:

	<b>2023</b>			<b>Total</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
Mutual funds:				
U.S. Fixed income	\$ 6,575,976	\$ -	\$ -	\$ 6,575,976
U.S. Equity	14,940,400	-	-	14,940,400
Foreign equity	3,225,876	-	-	3,225,876
Exchange traded fund:				
U.S. Equity	333,957	-	-	333,957
Corporate fixed income	-	14,698,589	-	14,698,589
Bank deposit account	-	1,982,110	-	1,982,110
<b>Total</b>	<b>\$25,076,209</b>	<b>\$16,680,699</b>	<b>\$ -</b>	<b>\$ 41,756,908</b>

**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**

**NOTES TO FINANCIAL STATEMENTS (continued)**

**Note 4 - Fair Value Measurements (continued)**

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 at least reasonably possible that changes in risks in the near term could materially affect the net assets of the Foundation.

**Note 5 - Scholarships and Programs Payable**

Scholarships and programs payable consist of amounts awarded but not paid. The amounts payable of \$1,742,762 and \$3,023,018 as of June 30, 2024 and 2023, respectively, are expected to be paid within one year.

**Note 6 - Net Assets with Donor Restrictions**

The Foundations net assets with donor restrictions are available for the following purposes as of June 30:

	<u>2024</u>	<u>2023</u>
Subject to expenses for specified purpose (scholarship and program funds)	\$ (1,118,734)	\$ 1,474,350
Subject to restriction in perpetuity (endowment funds)	11,090,353	9,217,834
<b>Total net assets with donor restrictions</b>	<u>\$ 9,971,619</u>	<u>\$ 10,692,184</u>

Net assets of \$4,388,886 and \$4,207,406 were released from donor restrictions during the years ended June 30, 2024 and 2023, respectively, by incurring expenses satisfying the purpose specified by donors.

**Note 7 - Endowment Funds**

The Foundation’s endowments consist of both donor-restricted endowment funds for scholarships and funds designated by the Board of Directors to function as an endowment for the Promise for Their Future program. Net assets associated with endowments are classified and reported based on the existence or absence of donor-imposed restrictions.

*Interpretation of relevant law* - 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 in net assets with donor restrictions (a) the original value of gifts donated to the perpetual endowment, (b) the original value of subsequent gifts to the perpetual endowment, and (c) accumulations to the perpetual endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor restricted endowment funds: (1) the duration and preservation of the funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and appreciation of investments, (6) other resources of the Foundation, and (7) the investment policies of the Foundation.

*Investment and Spending policy* - 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.

*Strategies employed for achieving objectives* - 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.**

**NOTES TO FINANCIAL STATEMENTS (continued)**

**Note 7 - 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.

*Endowment composition* - As of June 30, 2024 and 2023, endowment funds consisted of the following:

	<b>2024</b>			
	<b>With Donor Restrictions</b>			<b>Total</b>
	<b>Without Donor Restrictions</b>	<b>Accumulated Net Investment Returns</b>	<b>Required to be Maintained in Perpetuity</b>	
Donor endowment funds	\$ -	\$ 2,329,279	\$ 8,761,074	\$ 11,090,353
Board-designated endowment funds	21,516,058	-	-	21,516,058
<b>Total Endowment Funds</b>	<b>\$ 21,516,058</b>	<b>\$ 2,329,279</b>	<b>\$ 8,761,074</b>	<b>\$ 32,606,411</b>

	<b>2023</b>			
	<b>With Donor Restrictions</b>			<b>Total</b>
	<b>Without Donor Restrictions</b>	<b>Accumulated Net Investment Returns</b>	<b>Required to be Maintained in Perpetuity</b>	
Donor endowment funds	\$ -	\$ 1,564,216	\$ 7,653,618	\$ 9,217,834
Board-designated endowment funds	18,884,987	-	-	18,884,987
<b>Total Endowment Funds</b>	<b>\$ 18,884,987</b>	<b>\$ 1,564,216</b>	<b>\$ 7,653,618</b>	<b>\$ 28,102,821</b>

The changes in the endowment net assets for the years ended June 30, 2024 and 2023 are as follows:

	<b>Without Donor Restrictions</b>	<b>Without Donor Restrictions (Mackenzie Scott)</b>	<b>With Donor Restrictions</b>		<b>Total</b>
			<b>Accumulated Net Investment Returns</b>	<b>Required to be Maintained in Perpetuity</b>	
<b>Endowment net assets as of July 1, 2022</b>	\$ 37,960	\$ 17,157,515	\$ 1,063,282	\$ 6,945,492	\$ 25,204,249
Investment return:					
Investment income	-	554,518	260,810	-	815,328
Net appreciation (realized and unrealized)	-	1,137,494	289,136	-	1,426,630
Contributions	-	-	-	394,481	394,481
Change in donor designations	-	-	-	313,645	313,645
Expenditures	(2,500)	-	(49,012)	-	(51,512)
<b>Endowment net assets as of June 30, 2023</b>	<b>35,460</b>	<b>18,849,527</b>	<b>1,564,216</b>	<b>7,653,618</b>	<b>28,102,821</b>
Investment return:					
Investment income	-	555,034	273,734	-	828,768
Net appreciation (realized and unrealized)	-	2,077,287	605,989	-	2,683,276
Contributions	-	-	-	324,222	324,222
Change in donor designations	-	-	-	783,234	783,234
Expenditures	(1,250)	-	(114,660)	-	(115,910)
<b>Endowment net assets as of June 30, 2024</b>	<b>\$ 34,210</b>	<b>\$ 21,481,848</b>	<b>\$ 2,329,279</b>	<b>\$ 8,761,074</b>	<b>\$ 32,606,411</b>

## **SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**

### **NOTES TO FINANCIAL STATEMENTS (continued)**

#### **Note 8 - 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 years ended June 30, 2024 and 2023 was \$864,752 and \$697,378, respectively, and is included as contributions and expenses in the statements of activities.

#### **Note 9 - Concentrations and Credit Risk**

##### *Contributions*

Donor amounts that exceed 10% of total receivables or contributions are considered significant.

As of June 30, 2024, an unconditional promise to give totaling \$2,000,000 was due from one donor and represented 80% of total unconditional promises to give balance. A contribution of \$500,000 was received during the year ended June 30, 2024 related to this unconditional promise to give.

As of June 30, 2023, an unconditional promise to give totaling \$2,500,000 was due from a donor and represented 101% of total unconditional promises to give balance. A contribution of \$500,000 was received during the year ended June 30, 2023 related to this unconditional promise to give.

##### *Credit Risk*

Certain financial instruments 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 statements of financial position.

#### **Note 10 - Federal Income Taxes**

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, 2024 and 2023, 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 2021.

**SAN JACINTO COMMUNITY COLLEGE FOUNDATION, INC.**

**NOTES TO FINANCIAL STATEMENTS (continued)**

**Note 11 - Liquidity and Availability of Resources**

The following represents the Foundation’s financial assets at June 30, 2024 and 2023, reduced by amounts not anticipated to be available for general expenditure within one year of the statement of financial position date. Financial assets are considered unavailable when not readily available or they are not convertible to cash within one year. Financial assets are available for general expenditure if they do not have donor or other restrictions limiting their use through purpose restrictions.

	<u>2024</u>	<u>2023</u>
<b>Financial assets available within one year:</b>		
Cash and cash equivalents	\$ 3,431,170	\$ 2,627,972
Contributions receivable	384,435	46,755
Investments	43,365,194	41,756,908
<b>Total Financial assets available within one year</b>	<u>47,180,799</u>	<u>44,431,635</u>
<b>Amounts limited to use:</b>		
With donor restrictions -		
Accumulated Net Investment Returns	(1,605,701)	(5,635,321)
With donor restrictions -		
Required to be Maintained in Perpetuity	(8,761,074)	(7,653,618)
Without donor restriction - Board designated quasi-endowment	<u>(21,516,058)</u>	<u>(18,884,987)</u>
<b>Financial assets available to meet cash needs for general expenditures within one year</b>	<u>\$ 15,297,966</u>	<u>\$ 12,257,709</u>

The Foundation’s goal is to maintain financial assets to meet 120 days of operating expenses (approximately \$1,825,000) based on fiscal year 2024 expenses. As part of the Foundation’s liquidity management plan, cash in excess of daily requirements is invested in registered investment companies such that amounts can be made available as general expenditures and liabilities become due.

**Note 12 - Subsequent Events**

Management has evaluated subsequent events through the date of this report. Management has determined that no subsequent events require recognition in the financial statements.



**S** SAN JACINTO  
**C** COLLEGE

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FOUNDATION

Capital Improvement Program  
October 31, 2024

## 2015 Bond Program

Preliminary Report as of October 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>									
731603 - CC Classroom Building	47,155,000	(804,781)	46,350,219	1,788,440	48,138,659	130,165	47,281,473	727,021	98.49%
Sub-total	47,155,000	(804,781)	46,350,219	1,788,440	48,138,659	130,165	47,281,473	727,021	98.49%
<b>North</b>									
Sub-total	-	-	-	-	-	-	-	-	-
<b>South</b>									
733616 - SC BioManufacturing Program	-	750,000	750,000	-	750,000	16,617	605,211	128,172	82.91%
Sub-total	-	750,000	750,000	-	750,000	16,617	605,211	128,172	82.91%
<b>Maritime</b>									
736603 - MC Maritime Expansion	28,000,000	(26,420,300)	1,579,700	31,300	1,611,000	275,113	964,850	371,037	76.97%
Sub-total	28,000,000	(26,420,300)	1,579,700	31,300	1,611,000	275,113	964,850	371,037	76.97%
<b>Generation Park</b>									
736606 - Generation Park Opportunities	-	14,800,000	14,800,000	-	14,800,000	211,916	720,115	13,867,970	6.30%
736616 - Generation Park BioManufacturing Program	-	2,200,000	2,200,000	-	2,200,000	333,322	126,881	1,739,797	20.92%
736617 - Generation Park BioManufacturing Equipment	-	3,000,000	3,000,000	-	3,000,000	-	-	3,000,000	-
Sub-total	-	20,000,000	20,000,000	-	20,000,000	545,238	846,996	18,607,766	6.96%
<b>Admin</b>									
76605A - CW Deferred Maintenance Phase I	-	29,116,918	29,116,918	427,385	29,544,303	3,397,974	25,139,917	1,006,412	96.59%
736610 - CW Deferred Maintenance Phase II	-	7,005,404	7,005,404	-	7,005,404	1,336,295	1,927,270	3,741,839	46.59%
720100 - Program Management - AECOM	-	11,431,567	11,431,567	(11,404,113)	27,454	26,428	-	1,026	96.26%
736601 - Contingency	1,166,180	17,622,392	18,788,572	-	18,788,572	-	-	18,788,572	-
Sub-total	1,166,180	65,176,281	66,342,461	(10,976,728)	55,365,733	4,760,697	27,067,187	23,537,849	57.49%
<b>Previously Completed and Closed Projects</b>									
Sub-total	348,678,820	(58,701,200)	289,977,620	9,156,988	299,134,608	-	299,134,608	-	100.00%
<b>TOTALS</b>									
	425,000,000	-	425,000,000	-	425,000,000	5,727,830	375,900,325	43,371,845	89.79%

**Center for Biotechnology at Generation Park**

Preliminary Report as of October 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Generation Park</b>								
736616 GP - BioManufacturing Program - Revenue Bond	4,000,000	-	4,000,000	4,000,000	3,489,258	510,741	-	100.00%
736616 GP - BioManufacturing Program - Bond Earnings	1,900,000	-	1,900,000	1,900,000	-	1,900,000	-	100.00%
736616 GP - BioManufacturing Program - 2015 Bond	1,600,000	600,000	2,200,000	2,200,000	333,322	126,881	1,739,797	20.92%
736617 GP - BioManufacturing Equipment - 2015 Bond	-	3,000,000	3,000,000	3,000,000	-	-	3,000,000	-
<b>TOTALS</b>	<b>7,500,000</b>	<b>3,600,000</b>	<b>11,100,000</b>	<b>11,100,000</b>	<b>3,822,580</b>	<b>2,537,623</b>	<b>4,739,797</b>	<b>57.30%</b>

## Interest Earnings per Bond Issue

Preliminary Report as of October 31, 2024

Bond Issue	Prior years Earnings as of 08.31.24	FY25 Interest Earnings	Allocated Earnings	Available Balance
2004-2011 Bond Issue Earnings	4,488,324	10	(4,488,324)	10
2016 & 2019 Bond Issue Earnings	8,505,744	3,207	(8,486,346)	22,605
2021 Bond Issue Earnings	2,776,135	100,318	(2,474,311)	402,142
2022 Bond Issue Earnings	4,509,270	387,012	(3,482,864)	1,413,418
<b>TOTALS</b>	<b>20,279,473</b>	<b>490,547</b>	<b>(18,931,845)</b>	<b>1,838,175</b>

## Projects Funded with Bond Interest Earnings

Projects	Allocated Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>					
731615 - CC - C3 Low Roof Replacement	563,932	311,474	241,536	10,922	98.06%
731616 - CC - C5 Roof Upgrade	1,008,201	665,779	25,047	317,375	68.52%
<b>Sub-total</b>	<b>1,572,134</b>	<b>977,253</b>	<b>266,583</b>	<b>328,298</b>	<b>79.12%</b>
<b>North</b>					
732614 - NC - N7, N8 & N9 Roof Replacement	2,115,545	-	1,988,004	127,541	93.97%
732615 - NC - N2 Roof Replacement	1,703,274	76,950	-	1,626,324	4.52%
<b>Sub-total</b>	<b>3,818,819</b>	<b>76,950</b>	<b>1,988,004</b>	<b>1,753,865</b>	<b>54.07%</b>
<b>South</b>					
733615 - SC - S7 & S9 Roof Replacement	2,319,532	-	2,230,041	89,491	96.14%
733617 - SC - S11 Roof Replacement	680,990	580,121	51,395	49,474	92.74%
733618 - SC - S14 Roof Replacement	580,523	66,000	-	514,523	11.37%
<b>Sub-total</b>	<b>3,581,045</b>	<b>646,121</b>	<b>2,281,436</b>	<b>653,488</b>	<b>81.75%</b>
<b>Gen Park</b>					
736616 - GP - BioManufacturing Prg	1,900,000	-	1,900,000	-	100.00%
<b>Sub-total</b>	<b>1,900,000</b>	<b>-</b>	<b>1,900,000</b>	<b>-</b>	<b>100.00%</b>
<b>Plant Support Services</b>					
Salaries & benefits (not capitalized)	614,650	-	614,650	-	100.00%
<b>Sub-total</b>	<b>614,650</b>	<b>-</b>	<b>614,650</b>	<b>-</b>	<b>100.00%</b>
<b>Closed Projects</b>					
Multiple Projects	7,445,197	-	7,445,197	-	100.00%
<b>Sub-total</b>	<b>7,445,197</b>	<b>-</b>	<b>7,445,197</b>	<b>-</b>	<b>100.00%</b>
<b>TOTALS</b>	<b>18,931,845</b>	<b>1,700,324</b>	<b>14,495,870</b>	<b>2,735,651</b>	<b>85.55%</b>

## Future Capital Projects

Preliminary Report as of October 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>College Wide</b>								
Sportsfields Upgrades (726505)	-	2,400,000	2,400,000	2,400,000	699,044	20,128	1,680,829	29.97%
Capital Reserve Contingency (726504)	-	9,294,642	9,294,642	9,294,642	-	-	9,294,642	-
<b>TOTALS</b>	-	<b>11,694,642</b>	<b>11,694,642</b>	<b>11,694,642</b>	<b>699,044</b>	<b>20,128</b>	<b>10,975,470</b>	6.15%

## Energy Conservation Project -CL442

Report as of October 31, 2024

Project	Base Budget	Budget Adjustments	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>College Wide</b>							
E25001 UCRM 1 - LED Lighting Retrofit	-	1,155,562	1,155,562	-	-	1,155,562	-
E25002 UCRM 2.1b - IDF/MDF Mini Split System	-	94,456	94,456	94,456	-	-	100.00%
E25003 UCRM 2.1c - S11 Police Department Split System	-	30,461	30,461	30,461	-	-	100.00%
E25004 UCRM 2.5a - NC Demand Flow Optimization	-	334,900	334,900	334,900	-	-	100.00%
E25005 UCRM 2.5b - SC Boiler Optimization	-	77,000	77,000	73,150	-	3,850	95.00%
E25006 UCRM 3 - Retro Commissioning 10 Buildings	-	350,920	350,920	-	-	350,920	-
E25007 UCRM 4.1 Power Factor Correction	-	16,280	16,280	16,280	-	-	100.00%
E25008 UCRM 5.4a NC Baseball Field Water Recapture	-	411,480	411,480	-	-	411,480	-
E25009 UCRM 5.4b SC irrigation System Sub-metering	-	8,766	8,766	-	-	8,766	-
E25010 Utility Assessment Report	-	92,000	92,000	-	-	92,000	-
E25000 - Contingency Lone Star Loan 2025	2,571,824	(2,571,824)	-	-	-	-	-
<b>TOTALS</b>	<b>2,571,824</b>	<b>-</b>	<b>2,571,824</b>	<b>549,247</b>	<b>-</b>	<b>2,022,577</b>	<b>21.36%</b>

## Repair and Renovation

Report as of October 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>								
F25001 CC - CC/EDGE/Maritime Misc. Funds	-	15,000	15,000	15,000	4,768	-	10,232	31.79%
F25009 CC - C3. 287 One Button Studio	-	30,000	30,000	30,000	18,475	-	11,525	61.58%
F25012 CC - C11.1119 MRI Stimulator	-	-	-	-	-	-	-	-
F25013 CC - C11.1120 Surgical Lab	-	-	-	-	-	-	-	-
F25017 CC - C19.265 STEM Lab Furniture	-	4,159	4,159	4,159	4,159	-	-	100.00%
F25028 CC - Security Camera Expansion	-	7,833	7,833	7,833	-	-	7,833	-
<b>Sub-total</b>	-	56,992	56,992	56,992	27,402	-	29,590	48.08%
<b>North</b>								
F25002 NC - NC Misc.Funds	-	10,000	10,000	10,000	-	88	9,912	0.88%
F25007 NC - N8.219 AV English Ste PH II	-	8,526	8,526	8,526	8,526	-	-	100.00%
F25008 NC - N8.152 Data Drop	-	-	-	-	-	-	-	-
F25010 NC - N10.155 IT Office Space	-	31,712	31,712	31,712	31,712	-	-	100.00%
F25014 NC - N1 Fine Arts Stage Floor	-	-	-	-	-	-	-	-
F25016 NC - N24 Generator	-	-	-	-	-	-	-	-
F25026 NC - Wayfinding	-	40,000	40,000	40,000	-	-	40,000	-
<b>Sub-total</b>	-	90,238	90,238	90,238	40,238	88	49,912	18.16%
<b>South</b>								
F25003 SC - SC Misc. Funds	-	10,000	10,000	10,000	-	-	10,000	-
F25015 SC - S15.115 Dance Rehearsal Studio	-	-	-	-	-	-	-	-
F25018 SC - S8 Classroom Conversion	-	-	-	-	-	-	-	-
F25019 SC - S15.122,124,126 Room Renovation	-	-	-	-	-	-	-	-
F25025 SC - SC Wayfinding	-	40,000	40,000	40,000	-	-	40,000	-
F25027 SC - S11.110A & B Furniture Replacement	-	5,918	5,918	5,918	-	-	5,918	-
<b>Sub-total</b>	-	55,918	55,918	55,918	-	-	55,918	-
<b>Maritime</b>								
F25020 MT - M1 Classroom Lighting Upgrade	-	-	-	-	-	-	-	-
F25021 MT - Maritime Bleachers	-	-	-	-	-	-	-	-
<b>Sub-total</b>	-	-	-	-	-	-	-	-
<b>Generation Park</b>								
GP - GP Misc. Funds	-	5,000	5,000	5,000	-	-	5,000	-
GP - G2.221 A&P Lab	-	3,279	3,279	3,279	1,134	2,146	-	100.00%
<b>Sub-total</b>	-	8,279	8,279	8,279	1,134	2,146	5,000	39.61%
<b>District</b>								
F25004 DIST - DC Misc. Funds	-	5,000	5,000	5,000	-	-	5,000	-
F25011 DIST - CW Reupholstering	-	75,000	75,000	75,000	28,441	-	46,559	37.92%
F25031 DIST - CW Utility Master Plan	-	5,218	5,218	5,218	-	5,218	-	100.00%
F25032 DIST - A1 Front Entrance Kiosk	-	19,000	19,000	19,000	10,818	-	8,182	56.94%
<b>Sub-total</b>	-	104,218	104,218	104,218	39,259	5,218	59,741	18.16%
<b>Contingency (720700) - Major Repairs</b>	600,000	(109,015)	490,985	490,985	-	-	490,985	-
<b>Sub-total</b>	600,000	(109,015)	490,985	490,985	-	-	490,985	-
<b>TOTALS</b>	600,000	206,630	806,630	806,630	108,033	7,451	691,146	14.32%



Consideration of Appointment of San Jacinto Community College District Trustee, Position 3

**ADMINISTRATION RECOMMENDATION/REPORT**

No administrative recommendation required. The action to approve the appointment of the applicant to serve in Position 3 of the San Jacinto Community College District Board of Trustees is being recommended by the Board of Trustees.

**BACKGROUND**

The resignation of Board Chair Marie Flickinger on November 4, 2024, created a vacancy in the Board of Trustees, Position 3. At that same meeting, the Board voted to fill the vacancy by appointment.

An announcement was posted on the College website from 10:00 a.m. on November 5, 2024, through 5:00 p.m. on November 19, 2024, for interested parties to file applications. A subsequent review of all applications and an interview process was conducted by the remaining Board members, and the recommended candidate was identified.

The selected candidate will fill the unexpired term of the open Position 3, which expires at the June 2025 Board meeting, when the candidate winning the May 2025 election for Position 3 will be sworn in to begin a new six-year term.

**IMPACT OF THIS ACTION**

Approval of this item will seat the selected candidate on the Board of Trustees of San Jacinto Community College District to fill the unexpired portion of the current term for Position 3.

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

No budget impact.

**MONITORING AND REPORTING TIMELINE**

None

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Brenda Hellyer

281-998-6100

[brenda.hellyer@sjcd.edu](mailto:brenda.hellyer@sjcd.edu)

**Action Item “X”**  
**Regular Board Meeting December 9, 2024**

**Statement of Officer and Oath of Office Administered to Recently Appointed Trustee**

**ADMINISTRATION RECOMMENDATION/REPORT**

No administrative recommendation required. The Oath of Office will be administered to the recently appointed Trustee for Position 3.

**BACKGROUND**

In accordance with College’s Board of Trustee Bylaws, the Board of Trustees conducted an appointment process to select the new trustee to fulfill the vacant term of office created by the recent retirement and resignation of Chair Marie Flickinger.

The trustee will be sworn into their elected position today, December 9, 2024.

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

No budget impact.

**MONITORING AND REPORTING TIMELINE**

None

**ATTACHMENTS**

The new trustee will complete the following:

Attachment 1 – Statement of Officer

Attachment 2 – Oath of Office

**RESOURCE PERSONNEL**

Brenda Hellyer

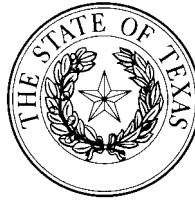
281-998-6100

[brenda.hellyer@sjcd.edu](mailto:brenda.hellyer@sjcd.edu)

Form #2201 Rev. 05/2020

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I, \_\_\_\_\_, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised 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 at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: San Jacinto College Board of Trustees Position 3

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: December 9, 2024

\_\_\_\_\_  
Signature of Officer

Rev. 04/2017

This space reserved for office use

Submit to:  
Custodian of election records

Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of San Jacinto Community College Board of Trustees Position 3 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.

\_\_\_\_\_  
Signature of Officer

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath

\_\_\_\_\_  
Printed or Typed Name

**Action Item "XI"**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval of Election of Officer(s) for the Board of Trustees Election of  
Officers for the Board of Trustees**

**ADMINISTRATION RECOMMENDATION/REPORT**

No administrative recommendation required. The Board of Trustees will nominate and approve the election of officers for the Board of Trustees.

**BACKGROUND**

In accordance with Texas Education Code Section 130.082(d), Officer(s) of the Board shall be elected at the first regular meeting of the Board of Trustees following the regular election of Board members, or at any time thereafter in order to fill a vacancy. This officer election is required due to the vacancy of the Board Chair position as of November 2024. Additionally, it is anticipated that a new trustee will be appointed to the Board, effective on December 9, and the new chair will appoint that trustee to the appropriate Board committee.

**BUDGET INFORMATION**

None

**MONITORING AND REPORTING TIMELINE**

According to the Bylaws of the Board of Trustees, Officers are elected for two-year terms and are selected following swearing in of the Board members following the Trustee election conducted each May in odd-numbered years. Therefore, the officers elected today will serve until the newly elected Trustees are sworn in on June 2, 2025. At that time, an election of officers will be held to fill two-year terms effective June 2, 2025.

Following the election of officers, the Board Chair will appoint the newly appointed Trustee to the appropriate Board Committee.

**ATTACHMENTS**

Attachment 1 - Slate of Officers

The Trustees will nominate and elect a new Chair, and then nominate and elect other officer(s) separately, as needed, on December 9, 2024.

Attachment 2 – Current Committee Appointments – New appointment to be determined based on officer election process.

**RESOURCE PERSONNEL**

Brenda Hellyer

281-998-6100

brenda.hellyer@sjcd.edu

**Action Item "XI"**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval of Election of Officer(s) for the Board of Trustees Election of  
Officers for the Board of Trustees**

**ATTACHMENT 1**

- 1. Chair** \_\_\_\_\_
- 2. Vice Chair** \_\_\_\_\_  
*(if needed)*
- 3. Secretary** \_\_\_\_\_  
*(if needed)*
- 4. Assistant Secretary** \_\_\_\_\_  
*(if needed)*

**Action Item "XI"**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval of Election of Officer(s) for the Board of Trustees Election of  
Officers for the Board of Trustees**

**Attachment 2**

Board Committees

Building Committee    1. Keith Sinor, Committee Chair  
                                  2. Dr. Michelle Cantú-Wilson  
                                  3. John Moon, Jr.

Finance Committee    1. Dan Mims, Committee Chair  
                                  2. Erica Davis Rouse  
                                  3. Larry Wilson

**Action Item “XII”**  
**Regular Board Meeting December 9, 2024**  
**Consideration of Approval of Amendment to the 2024-2025 Budget**  
**for Restricted Revenue and Expenses Relating to Federal, State and Local Grants/Contracts**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve an amendment to the 2024-2025 budget for restricted revenue and expenses related to grants/contracts.

**BACKGROUND**

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

**IMPACT OF THIS ACTION**

Approval of the budget amendment will allow the College’s staff to implement the programs in accordance with the requirements of funded award amounts.

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

Restricted revenues and restricted expenses will each be increased by \$185,000 so the net impact on the College budget is zero.

**MONITORING AND REPORTING TIMELINE**

The Office of Grants Management provides continuous monitoring of grant/contract operations, which are included in the annual financial report to the Board of Trustees.

**ATTACHMENTS**

- Attachment 1- Budget Amendments - 12-09-24
- Attachment 2- Grant/Contract Detail - 12-09-24

**RESOURCE PERSONNEL**

Teri Zamora	281-998-6306	<a href="mailto:teri.zamora@sjcd.edu">teri.zamora@sjcd.edu</a>
Tomoko Olson	281-998-6146	<a href="mailto:tomoko.olson@sjcd.edu">tomoko.olson@sjcd.edu</a>



SAN JACINTO COLLEGE DISTRICT  
Federal, State, and Local Grant/Contract Amendments  
December 9, 2024

	Fund	Org.	Account	Prog.	Amount Debit (Credit)
<u>Lumina Foundation/Opportunity America (OA) &amp; Progressive Policy Institute (PPI) - Community College</u>					
<u>Reform Design Cohort (New Grant)</u>					
Local Grant Revenue	570037	56700	554300	110000	(30,000)
PT - Extra Service Agreement	570037	56700	614200	460911	14,270
Fringe Benefits	570037	56700	650000	460911	1,280
Supplies	570037	56700	710000	460911	450
Travel	570037	56700	751009	460911	14,000
					\$ -
<u>Bank of America/San Jacinto College Foundation - Career Skills Support Fund (New Grant)</u>					
Local Grant Revenue	571071	56700	554300	110000	(24,000)
Student Aid - Scholarships	571071	56700	751009	520235	24,000
					-
<u>Lumina Foundation/Competency-Based Education Network, Inc., (C-BEN) - Math Pathways Grant</u>					
<u>Institute (New Grant)</u>					
Local Grant Revenue	570039	56700	554300	110000	(16,000)
PT - Institutional	570039	56700	614100	460911	11,250
PT - Extra Service Agreement	570039	56700	614200	460911	4,000
Fringe Benefits	570039	56700	650000	460911	750
					-
<u>Gene Haas Foundation - CNC Technology Training Program (New Grant)</u>					
Local Grant Revenue	570038	56700	554300	110000	(15,000)
Student Aid - Stipends	570038	56700	751140	520235	15,000
					-
<u>The Texas Higher Education Coordinating Board (THECB) - Interagency Cooperation Contract -</u>					
<u>Artificial Intelligence Project Advisory Group (New Contract)</u>					
Local Contract Revenue	261100	46275	553300	110000	(100,000)
Operating Supplies - Consumable	261100	46275	711410	420300	100,000
					-
Net Increase (Decrease)					\$ -

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

Grant/Contract Funding Summary by Agency:

Lumina Foundation	\$ 46,000
Bank of America	24,000
Gene Hass Foundation	15,000
THECB	100,000
	\$ 185,000

Lumina Foundation/Opportunity America (OA) & Progressive Policy Institute (PPI) - Community College Reform Design Cohort (New Grant)

This award provides the resources needed for San Jacinto College to participate in a community college design cohort that will work together over 16 months to rethink the pricing of short, sub-baccalaureate workforce education programs. These funds cover the costs of participation and associated travel costs.

Bank of America/San Jacinto College Foundation - Career Skills Support Fund (New Grant)

The objective of this initiative is to strengthen workforce-related efforts, ensuring students transition successfully from academic studies to fulfilling careers. The program is designed to support students in the Business and Technology programs who seek unpaid internships and external learning experiences, addressing the financial barriers that many students face while balancing work, studies, and degree requirements. Stipends will be provided for 16 students during the spring 2025 semester, bridging the gap between academic studies and workforce entry.

Lumina Foundation/Competency-Based Education Network, Inc., (C-BEN) - Math Pathways Grant Institute (New Grant)

San Jacinto College will test a competency-based math course redesign model to foster more equitable pathways to success. Support will include skills mapping and data analysis to align the Math Pathways offering with current remedial math education models/curriculum and assess its outcomes. Further, Project leads will be supported by leading experts in competency-based education to advance the national conversation around skills-based alternatives to traditional approaches to remediation for adult learners.

Gene Haas Foundation - CNC Technology Training Program (New Grant)

This award provides scholarships for San Jacinto College students enrolled in CNC (computer numerical control) technology programs so they may participate in a CNC skills manufacturing competition. Students can receive up to \$2,500 each, and funds can also be used to purchase promotional items. A minimum of six students will benefit from this program.

The Texas Higher Education Coordinating Board (THECB) - Interagency Cooperation Contract - Artificial Intelligence Project Advisory Group (New Contract)

The purpose of this contract is for the College, as part of an Artificial Intelligence (AI) Project Advisory Group (AI Group), to initiate the curation of high-quality resources and facilitate professional learning for faculty and staff at Texas institutions of higher education. The project aims to support opportunities for the adaptation of emerging technological innovations, with precedence given to responsible adoption of Generative Artificial Intelligence (GenAI). The contract ends August 31, 2025.

**Action Item “XIII”**  
**Regular Board Meeting December 9, 2024**

**Consideration of Acceptance of the 2023-2024 Annual Comprehensive Financial Report**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve acceptance of the annual comprehensive financial report and the independent auditor’s report for the fiscal year ended August 31, 2024.

**BACKGROUND**

The annual comprehensive financial report (ACFR) for the fiscal year ended August 31, 2024, and the independent auditor’s report therein are presented for Board review and acceptance. The independent auditing firm of Whitley Penn LLP has issued an unmodified or “clean” opinion on the College’s financial statements and federal and state assistance programs.

The College is required to meet the reporting quality standards of the Texas Higher Education Coordinating Board as presented in its annual financial reporting requirements manual. For the 18<sup>th</sup> consecutive year, the College has elected to meet the higher quality standards of the Government Finance Officers Association (GFOA) with a goal to qualify the 2023-2024 ACFR for the GFOA Certificate of Achievement for Excellence in Financial Reporting. The GFOA certificate is only awarded to government units and public employee retirement systems whose annual comprehensive financial reports achieve the highest standards in government accounting and financial reporting.

**IMPACT OF THIS ACTION**

Acceptance by the Board of Trustees satisfies requirements of the State of Texas, the Texas Higher Education Coordinating Board, and the U.S. Government. According to the requirements, the College must have its accounting records audited annually by a firm of independent certified public accountants and the related audit opinion must be accepted by the Board of Trustees. Acceptance by the Board of Trustees will allow the College to meet reporting and filing timelines.

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

No budget impact.

**MONITORING AND REPORTING TIMELINE**

None

**ATTACHMENTS**

A draft of the San Jacinto College 2023-2024 Annual Comprehensive Financial Report is provided under separate cover.

**Action Item “XIII”**  
**Regular Board Meeting December 9, 2024**

**Consideration of Acceptance of the 2023-2024 Annual Comprehensive Financial Report**

**RESOURCE PERSONNEL**

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Carin Hutchins	281-998-6109	carin.hutchins@sjcd.edu
Andrea DuBois	281-998-6141	andrea.dubois@sjcd.edu

**Action Item “XIV”  
Regular Board Meeting December 9, 2024  
Consideration of Approval of the 2025-2026 Academic Calendar**

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the proposed 2025-2026 Academic Calendar.

### **BACKGROUND**

The academic calendar is approved annually, providing dates for college enrollment, business functions, activities, and due dates. The development of the academic calendar is a process that takes several months. It begins with discussions with the local independent school districts about their proposed calendars to eliminate conflicts and establish, to the extent possible, consistency in holiday breaks and coordination around opening and closing dates for the terms. Development of the calendar also includes reviewing the semester start dates of other colleges in the Gulf Coast region. Calendar development is led by an internal committee consisting of faculty, staff, and administrators to ensure that schedule conflicts and internal priorities are addressed.

### **IMPACT OF THIS ACTION**

The proposed calendar is in compliance within the parameters of the opening date as set by the Texas Common Calendar for the fall 2025, spring 2026, and summer 2026 semesters. Classes for fall 2025 begin on August 18, 2025 and on January 12, 2026 for spring 2026. Only one local community college has published dates for fall and spring start dates at this time. The College’s school partners have not finalized and approved their calendars.

The date for the December 2025 commencement ceremony is tentatively set for December 12, 2025. The date for the Spring 2026 commencement is still tentative and will be announced when a venue is secured.

Additionally, the academic calendar reflects 26 holidays versus the normal Board approved annual holidays of 25. This extra holiday is due to the timing of the start of the 2025 winter break. It was determined that limited enrollment activities would occur on Monday, December 22, 2025, due to closures by the school districts on Friday, December 19, 2025. The College will reopen on Friday, January 2, 2026, in order to support student registration and payment processes prior to the payment purge process occurring on Monday, January 5, 2026.

All have been contacted to ensure alignment with key holidays and spring break dates. Almost all have responded positively to a common spring break in 2026 from March 9-15. The only exception is Humble ISD which is tentatively planning its spring break for the week following the College’s.

### **BUDGET INFORMATION**

No budgetary impact.

**Action Item “XIV”**  
**Regular Board Meeting December 9, 2024**  
**Consideration of Approval of the 2025-2026 Academic Calendar**

**MONITORING AND REPORTING TIMELINE**

The academic calendar is monitored closely during the year. Occasionally dates for operational activities such as registration, maintenance, etc., may need to be amended. Such operational changes will not require Board approval. Conversely, any modifications to semester start or end dates or holidays will be brought back to the Board of Trustees. Simplified versions of the academic calendar for regular use by students have also been developed.

**ATTACHMENTS**

- Attachment 1 – Grid Academic Calendar 2025-2026
- Attachment 2 – Simplified Key Academic Calendar Dates 2025-2026
- Attachment 3 – Detailed 2025-2026 Academic Calendar
- Attachment 4 – Academic Calendar Constituent Group Roster

**RESOURCE PERSONNEL**

Laurel Williamson	281-998-6182	Laurel.Williamson@sjcd.edu
Kevin McKisson	281-669-4711	Kevin.McKisson@sjcd.edu

## 2025-2026 Academic Calendar

August '25							September '25							October '25							November '25						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
																					30						

December '25							January '26							February '26							March '26						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31								29	30	31				

April '26							May '26							June '26							July '26						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2		1	2	3	4	5	6				1	2	3	4
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							31																				

Campus Holidays
  Important Class Dates
  Commencement/Graduation

### FALL SEMESTER 2025

<b>March</b>	31	Registration Opens: Fall
<b>August</b>	7	Fall Payment Deadline / PAYGO Begins
	11	Faculty Return
	18	Fall Term Begins
<b>September</b>	1	Labor Day Holiday
	2	Late Start - Thirteen Week Term Begins
	29	Registration Opens: Spring & Winter Mini
<b>October</b>	13	Second 8 Week Classes Begin
<b>November</b>	24-30	College Holiday
<b>December</b>	8-12	Final Exams
	12	Fall Term Ends
	12	Fall Commencement at Minute Maid Park
	15	Winter Mini Term Begins
	22-Jan. 1	Winter Break Holidays
<b>January</b>	2	Winter Mini Finals

### SPRING SEMESTER 2026

<b>September</b>	29	Registration Opens: Spring & Winter Mini
<b>January</b>	5	Spring Payment Deadline / PAYGO Begins
	5	Faculty Return
	12	Spring Term Begins
	19	Martin Luther King, Jr. Holiday
	26	Late Start - Thirteen Week Term Begins
<b>February</b>	5	College Community Day (No Classes)
	16	Registration Opens: Summer

<b>March</b>	9-15	Spring Break Holidays
	16	Second 8 Week Classes Begin
<b>April</b>	3	Spring Holiday
<b>May</b>	4-8	Final Exams
	8	Spring Term Ends
	TBA	Spring Commencement

### SUMMER SEMESTER 2026

<b>February</b>	16	Registration Opens: Summer
<b>April</b>	23	Summer Payment Deadline / PAYGO Begins
<b>May</b>	11	May Mini Term Begins
	25	Memorial Day Holiday
	28	May Mini Term Ends
<b>June</b>	1	First Five Week Term Begins
	19	Juneteenth Holiday
<b>July</b>	2	First Five Week Ends
	3	Independence Day Holiday
	6	Second Five Week Term Begins
<b>August</b>	6	Second Five Week Term Ends



## Simplified Student Academic Calendar - 2025-2026

### FALL 2025

March 31 -	Registration for Fall Opens
August 7 -	Fall Payment Deadline / PAYGO begins
August 11 -	Faculty Return
August 18 -	Fall Term Begins
September 1 -	Labor Day Holiday
September 2 -	Late Start - Thirteen Week Term Begins
September 29 -	Registration for Spring and Winter Mini Term Opens
October 13 -	Second 8 Week Classes Begin
Nov. 24 – 30	College Holiday
Dec. 8 - 12	Final Exams
December 12 -	Fall Term Ends
December 12 -	Fall Commencement at Minute Maid Park
December 15 -	Winter Mini Term Begins
Dec. 22 - Jan. 1	Winter Break Holidays
January 2 -	Winter Mini Finals

### SPRING 2026

September 29 -	Registration for Spring and Winter Mini Term Opens
January 5 -	Spring Payment Deadline / PAYGO begins
January 5 -	Faculty Return
January 12 -	Spring Term Begins
January 19 -	Martin Luther King, Jr. Holiday
January 26 -	Late Start - Thirteen Week Term Begins
February 5 -	College Community Day - No Day or Evening Classes
February 16 -	Registration for Summer Term Opens
March 9-15	Spring Break Holidays
March 16 -	Second 8 Week Classes Begin
April 3 -	Spring Holiday
May 4 - 8	Final Exams
May 8 -	Spring Term Ends
TBA -	Spring Commencement - TENTATIVE

### SUMMER 2026

February 16 -	Registration for Summer Term Opens
April 23 -	Summer Payment Deadline / PAYGO begins
May 11 -	May Mini Term Begins
May 25 -	Memorial Day Holiday
May 28 -	May Mini Term Ends



## Attachment 2

June 1 - First Five Week Term Begins  
June 19 - Juneteenth Holiday  
July 2 - First Five-Week Ends  
July 3 - Independence Day Holiday  
July 6 - Second 5 Week Term Begins  
August 6 - Second 5 Week Term Ends

**DRAFT 2**  
**12/4/2024**

**San Jacinto College**  
**Academic Calendar**  
**2025-2026**

**SUBJECT TO CHANGE**

<b>Fall 2025 (Term 202610) 16 Week, Late Start, Weekend, All Parts of Term</b>	
February 15, 2025 (SA)	Campus-Based and Foundation Scholarship Application opens for Fall 2025 (202610)
March 24, 2025 (M)	Open SOS and Course Finder for View Access Only
March 31, 2025 (M)	Registration opens for Fall 2025 (202610) (All Students & Applicants)
April 15, 2025 (T)	Priority Deadline for Campus-Based and Foundation Scholarships for Fall 2025 (202610)
June 9, 2025 (M)	Fall 2025 (202610) Installment Payment Plan Available Installment Payment Plan Due Dates: August 18, 2025 (M) September 15, 2025 (M) October 20, 2025 (M) November 17, 2025 (M) All payments due by 6:00 PM
June 26, 2025 (TH)	Financial Aid Deadline for Fall 2025 (202610)
July 30, 2025 (W)	Deadline for Campus-Based and Foundation Scholarships for Fall 2025 (202610)
August 2-3, 2025 (SA 9PM - SU 3 AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
August 4-8, 2025 (M-F)	New Faculty Academy Blitz
August 7, 2025 (TH)	Payment Deadline for ALL registrations through August 7, 2025 at 6:00 pm. Any unpaid or partially unpaid registrants will be subject to being removed from one or more courses.
August 8, 2025 - November 9, 2025 (F-SU)	Registration Continues for Fall 2025 (202610) and all financial obligations not covered by financial aid, installment payment plan, third party agreement, exemption, or scholarship must be paid by the end of the next business day.
August 11-16, 2025 (M-SA)	Blackboard Maintenance
August 11-15, 2025 (M-F)	College Community Week
August 18, 2025 (M)	Full Semester (1), First Twelve-Week (12A), First Eight-Week (8A), Six-Week (6A), First Five-Week (5A), & First Four-Week (4A), Classes Begin
August 18, 2025 (M)	Installment Payment Plan Due Date by 6:00 PM
Aug. 29, 2025 Noon - Sept. 1, 2025 1:00 AM (F-M)	Banner Down-Fiscal End-of-Year Processing
August 30 - September 1, 2025 (SA-M)	Facilities & Utility System Maintenance
September 1, 2025 (M)	Banner Reopens at 1:00 AM
September 1, 2025 (M)	Labor Day Holiday (No Classes Held)
September 2, 2025 (T)	Late Start (13B) Classes Begin
September 5, 2025 (F)	Thirteen-Week Weekend Full Term (1W) & Six-Week Weekend (6AS) Classes Begin
September 5-7, 2025 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable) Includes OS Patching
September 12, 2025 (F)	First Four-Week (4A) Ends (Last Day of Finals)
September 15, 2025 (M)	Installment Payment Plan Due Date by 6:00 PM
September 15, 2025 (M)	Second Twelve-Week (12B) & Second Four-Week (4B) Classes Begin
September 19, 2025 (F)	First Five-Week (5A) Ends (Last Day of Finals)
September 22, 2025 (M)	Second Five-Week (5B) Classes Begin
September 26, 2025 (F)	Six-Week (6A) Ends (Last Day of Finals)
September 29, 2025 (M)	Ten-Week (10) Classes Begin
October 4-5, 2025 (SA 9PM - SU 3 AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
October 8, 2025 (W)	First Eight-Week (8A) Ends (Last Day of Finals)
October 10, 2025 (F)	Second Four-Week (4B) Ends (Last Day of Finals)
October 12, 2025 (SU)	Six-Week Weekend (6AS) Ends (Last Day of Finals)
October 13, 2025 (M)	Second Eight-Week (8B) & Third Four-Week (4C) Classes Begin
October 16, 2025 (TH)	Last Day to submit name to be included in December Commencement Program
October 17, 2025 (F)	Seven-Week Weekend (7BS) Classes Begin
October 17-19, 2025 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)
October 20, 2025 (M)	Installment Payment Plan Due Date by 6:00 PM
October 24, 2025 (F)	Second Five-Week (5B) Ends (Last Day of Finals)
October 27, 2025 (M)	Third Five-Week (5C) Classes Begin
October 30, 2025 (TH)	Deadline for Campus-Based and Foundation Scholarships for Spring 2026 (202620)
November 1-2, 2025 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
November 7, 2025 (F)	First Twelve-Week (12A) & Third Four-Week (4C) End (Last Day of Finals)
November 10, 2025 (M)	Fourth Four-Week (4D) Classes Begin
November 14-16, 2025 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)
November 17, 2025 (M)	Installment Payment Plan Due Date by 6:00 PM
November 24-30, 2025 (Inclusive) (M-SU)	College Holiday (No Classes Held November 24-30, 2025)
November 24-30, 2025 (Inclusive) (M-SU)	Facilities & Utility System Maintenance
December 5, 2025 (F)	Late Start (13B) & Third Five-Week (5C) End (Last Day of Finals)
December 6-7, 2025 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
December 7, 2025 (SU)	Thirteen-Week Weekend Full Term (1W) & Seven-Week Weekend (7BS) End (Last Day of Finals)
December 12, 2025 (F)	Full Semester (1), Second Twelve-Week (12B), Ten-Week (10), Second Eight-Week (8B), Fourth Four-Week (4D) End (Last Day of Finals)
December 12, 2025 (F) 7:00 PM (TENTATIVE)	College-wide Commencement - Minute Maid Park (TENTATIVE)
December 14, 2025 (SU)	Grades due for Final Parts of Term (1, 12B, 10, 8B, 4D) by 4:00 PM
December 22, 2025 - January 1, 2026 (M-TH)	Winter Holidays - Admin. Offices Closed (no non-instructional activity, Dec. 22, 2025 - January 1, 2026)
December 22, 2025 - January 1, 2026 (M-TH)	Facilities & Utility System Maintenance
<b>Please consult the Fall 2025 (202610) Online Schedule of Classes for Registration &amp; Payment Times, Refund Dates, Drop Deadlines, Grades Due, Final Exam Schedule and possible additional part-of-term information or changes.</b>	

<b>Spring 2026 (Term 202620) Winter Mini Term, Spring Term, Late Start, Weekend, All Parts of Term</b>	
September 5-7, 2025 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable) Includes OS Patching
September 22, 2025 (M)	Open SOS and Course Finder for View Access Only
September 29, 2025 (M)	Registration opens for Spring 2026 (202620) (All Students & Applicants)
September 29 - December 11, 2025 (M-TH)	Registration Opens for Winter Mini 2025 (202620) (All Students & Applicants)
October 4-5, 2025 (SA 9 PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
October 17-19, 2025 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)
October 30, 2025 (TH)	Deadline for Campus-Based and Foundation Scholarships for Spring 2026 (202620)
November 1-2, 2025 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
November 3, 2025 (M)	Spring 2026 (Term 202620) Installment Payment Plan Available Installment Payment Plan Due Dates: January 20, 2026 (T)                      February 16, 2026 (M) March 16, 2026 (M)                        April 20, 2026 (M) All payments due by 6:00 PM
November 14 - 16, 2025 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)
December 6-7, 2025 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
December 4, 2025 (TH)	Payment Deadline by 6:00 PM for Winter Mini 2025 (202620)
December 5-14, 2025 (F-SU)	Registration Continues And Payment Due on Day of Registration for Winter Mini 2025
December 15, 2025 (M)	Winter Mini Term (3) Classes Begin
December 25, 2025 (TH)	Winter Mini Holiday (No Classes Held)
January 1, 2026 (TH)	Winter Mini Holiday (No Classes Held)
January 2, 2026 (F)	Winter Mini Term (3) Ends (Last Day of Finals)
January 3-4, 2026 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
January 5, 2026 (M)	Registration Payment Deadline by 6:00 PM for ALL registrations through January 5, 2026 for Spring 2026 (202620). Any unpaid or partially unpaid registrants will be subject to being removed from one or more courses.
January 5-6, 2026 (M-T)	New Faculty Academy Blitz
January 5-9, 2026 (M-F)	College Community Week
January 5-10, 2026 (M-SA)	Blackboard Maintenance
January 6-April 12, 2026 (SA-SU)	Registration Continues for Spring 2026 (202620) and all financial obligations not covered by financial aid, installment payment plan, third party agreement, exemption, or scholarship must be paid by the end of the next business day.
January 12, 2026 (M)	Full Semester (1), First Twelve-Week (12A), First Eight-Week (8A), Six-Week (6A), First Five-Week (5A), & First Four-Week (4A) Classes Begin
January 16, 2026 (F)	First Six-Week Weekend (6AS) Classes Begin
January 19, 2026 (M)	Martin Luther King Jr., Holiday (No Classes Held)
January 20, 2026 (T)	Installment Payment Plan Due Date by 6:00 PM
January 26, 2026 (M)	Late Start (13B) Classes Begin
January 30, 2026 (F)	Thirteen-Week Weekend Full Term (1W) Classes Begin
February 5, 2026 (TH)	College Community Day (No Classes Held Day & Evening)
February 6, 2026 (F)	First Four-Week (4A) Ends (Last Day of Finals)
February 6-8, 2026 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable) including OS Patching
February 9, 2026 (M)	Second Four-Week (4B) & Second Twelve-Week (12B) Classes Begin
February 13, 2026 (F)	First Five-Week (5A) Ends (Last Day of Finals)
February 15, 2026 (SU)	Campus-Based and Foundation Scholarship Application opens for Fall 2026 (202710)
February 16, 2026 (M)	Installment Payment Plan Due Date by 6:00 PM
February 23, 2026 (M)	Ten-Week (10B) Classes Begin/Second Five-Week (5B) Classes Begin
February 20, 2026 (F)	Six-Week (6A) Ends (Last Day of Finals)
February 22, 2026 (SU)	First Six-Week Weekend (6AS) Ends (Last Day of Finals)
March 4, 2026 (W)	First Eight-Week (8A) Ends (Last Day of Finals)
March 6, 2026 (F)	Second Four-Week (4B) Ends (Last Day of Finals)
March 7 - 8, 2026 (SA 9M - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
March 9-15, 2026 (Inclusive) (M-SU)	Spring Break (No Classes Held, March 9-15)
March 9-15, 2026 (M-SU)	Facilities & Utility System Maintenance
March 16, 2026 (M)	Installment Payment Plan Due Date by 6:00 PM
March 16, 2026 (M)	Second Eight-Week (8B) & Third Four-Week (4C) Classes Begin
March 20, 2026 (F)	Seven-Week Weekend (7BS) Classes Begin
March 26, 2026 (TH)	Last Day to submit name to be included in May Commencement Program
March 27-29, 2026 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)
March 27, 2026 (F)	Second Five-Week (5B) Ends (Last Day of Finals)
March 30, 2026 (M)	Third Five-Week (5C) Classes Begin
April 3, 2026 (F)	Spring holiday (No Weekend Classes - April 3-5)
April 3-5, 2026 (F-SU)	Facilities & Utility System Maintenance
April 4-5, 2026 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
April 10, 2026 (F)	Third Four-Week (4C) & First Twelve-Week (12A) End (Last Day of Finals)
April 13, 2026 (M)	Fourth Four-Week (4D) Classes Begin
April 15, 2026 (W)	Priority Deadline for Campus-Based and Foundation Scholarships for Fall 2026 (202710)
April 20, 2026 (M)	Installment Payment Plan Due Date by 6:00 PM
April 24-26, 2026 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)
May 1, 2026 (F)	Late Start (13B) & Third Five-Week (5C) End (Last Day of Finals)
May 2-3, 2026 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching
May 3, 2026 (SU)	Thirteen-Week Weekend Full Term (1W), Seven-Week Weekend (7BS) End (Last Day of Finals)
May 8, 2026 (F)	Full Semester (1), Ten-Week (10B), Second Twelve-Week (12B), Second Eight-Week (8B), Fourth Four-Week (4D)
TBA - (TENTATIVE)	College-Wide Commencement - (TENTATIVE)
May 10, 2026 (SU)	Grades due for Final Parts of Term (1, 12B, 8B, 4D) by 4:00 PM
<b>Please consult the Spring 2026 (202620) Online Schedule of Classes for Registration &amp; Payment Times, Refund Date, Drop Deadlines, Final Exam Schedule, Grades Due, and possible additional part-of-term information or changes.</b>	

<b>Summer 2026 (202630) May Mini Term-May, Summer I-June, Summer II-July, Weekend, All Parts of Term</b>		
<b>May 11, 2026 through August 7, 2026 (Administrative Offices Closed Friday at Noon)</b>		
February 6-8, 2026 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable) including OS Patching	
February 9, 2026 (M)	Open SOS and Course Finder for View Access Only	
February 15, 2026 (SU)	Campus-Based and Foundation Scholarship Application opens for Fall 2026 (202710)	
February 16-April 23, 2026 (M-TH)	Registration Opens for Classes Beginning May 11, 2026	
February 16-May 7, 2026 (M-TH)	Registration Opens for Classes Beginning June 1, 2026 and July 6, 2026	
March 7 - 8, 2026 (SA 9M - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching	
March 27-29, 2026 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)	
April 4-5, 2026 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching	
April 6, 2026 (M)	Summer 2026 (202630) Installment Payment Plan Available Installment Payment Plan Due Dates: June 8, 2026 (M) June 22, 2026 (M) (All payments due by 6:00 PM) July 6, 2026 (M) July 20, 2026 (M)	
April 15, 2026 (W)	Priority Deadline for Campus-Based and Foundation Scholarships for Fall 2026 (202710)	
April 23, 2026 (TH)	Registration Payment Deadline by 6:00 PM for Classes Beginning May 11, 2026. Any unpaid or partially unpaid registrants will be subject to being removed from one or more courses.	
April 24-26, 2026 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)	
April 24-May 10, 2026 (F-SU)	Registration Continues And Payment Due on Day of Registration for classes beginning May 11, 2026.	
May 2-3, 2026 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching	
May 7, 2026 (TH)	Registration Payment Deadline by 6:00 PM for ALL registrations through May 7, 2026 for Summer 2026 (202630). Any unpaid or partially unpaid registrants will be subject to being removed from one or more courses.	
May 8-May 31, 2026 (F-SU)	Registration Continues for Classes beginning on June 1, 2026 (202630) and all financial obligations not covered by financial aid, installment payment plan, third party agreement, exemption, or scholarship must be paid by the end of the next business day.	
May 8-July 5, 2026 (F-SU)	Registration Continues for Classes beginning on July 6, 2026 (202630) and all financial obligations not covered by financial aid, installment payment plan, third party agreement, exemption, or scholarship must be paid by the end of the next business day.	
May 11, 2026 (M)	May Mini (3), First Eight-Week (8), Eleven-Week (11) & Thirteen-Week (13) Classes Begin	
May 15, 2026 (F)	Weekend Twelve-Week Full Term (1W) Classes Begin	
May 15, 2026 (F)	Administrative Offices Closed Every Friday at Noon through August 7, 2026	
May 15-17, 2026 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)	
May 18, 2026 (M)	Twelve-Week (12) Classes Begin	
May 25, 2026 (M)	Memorial Day Holiday (No Classes Held)	
May 25, 2026 (M)	Facilities & Utility System Maintenance	
May 28, 2026 (TH)	May Mini (3) Ends (Last Day of Finals)	
May 30-31, 2026 (SA-SU)	Blackboard Maintenance	
June 1, 2026 (M)	Full Ten-Week Semester (1), First Five-Week (5A), Second Eight-Week (8A) Classes Begin	
June 6-7, 2026 (9PM SA - 3 AM SU)	Banner Maintenance (Banner & SOS unavailable) OS Patching	
June 8, 2026 (M)	Installment Payment Plan Due Date due by 6:00 PM	
June 12-14, 2026 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)	
June 19, 2026 (F)	Juneteenth National Independence Day Holiday (No Classes Held)	
June 22, 2026 (M)	Installment Payment Plan Due Date due by 6:00 PM	
June 25, 2026 (TH)	Financial Aid Application Priority Deadline for Fall 2026 (202710)	
July 2, 2026 (TH)	First Five-Week (5A) & First Eight-Week (8) End (Last Day of Finals)	
July 3, 2026 (F)	Independence Day Holiday - (No Classes Held July 3-4)	
July 4-5, 2026 (SA 9PM - SU 3AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching	
July 6, 2026 (M)	Second Five-Week (5B) Classes Begin	
July 6, 2026 (M)	Installment Payment Plan Due Date by 6:00 PM	
July 10-12, 2026 (F 9PM - SU 3PM)	Banner Maintenance (Banner & SOS unavailable)	
July 20, 2026 (M)	Installment Payment Plan Due Date by 6:00 PM	
July 23, 2026 (TH)	Second Eight-Week (8A) & Eleven-Week (11) End (Last Day of Finals)	
July 30, 2026 (TH)	Deadline for Campus-Based and Foundation Scholarships for Fall 2026 (202710)	
August 1-2, 2026 (SA 9PM - SU 3 AM)	Banner Maintenance (Banner & SOS unavailable) OS Patching	
August 2, 2026 (SU)	Weekend Full Term (1W) Ends (Last Day of Finals)	
August 6, 2026 (TH)	Full Semester (1), Thirteen-Week (13), Twelve-Week (12), Second Five-Week (5B) End (Last Day of Finals)	
August 9, 2026 (SU)	Grades due for Final Parts of Term (1, 13, 12, 5B) by 4:00 PM	
<b>Please consult the Summer 2026 (202630) Online Schedule of Classes for Registration &amp; Payment Times, Refund Dates, Drop Deadlines, Final Exam Schedule, Grades Due, and possible additional part-of-term information or changes.</b>		
<b>Date(s)</b>	<b>Holidays</b>	
September 1, 2025 (No Classes Held Sept. 1)	Labor Day	1
November 24-30, 2025 (No Classes Held Nov. 24-30, 2025)	College Holiday	5
December 22, 2025 - January 1, 2026 (M-TH)	Winter Break	9
January 19, 2026 (No Classes Held January 19)	Martin Luther King, Jr. Day	1
March 9-15, 2026 (No Classes Held March 9-15)	Spring Break	5
April 3, 2026 (No Classes Held April 3-5)	Spring Holiday	1
May 25, 2026 (No Classes Held)	Memorial Day	1
June 19, 2026 (No Classes Held)	Juneteenth National Independence Day	1
July 3, 2026 (No Classes Held July 3-4)	Independence Day Holiday	1
Floating Holiday	To be scheduled with employee leader approval	1
Total Holidays 2025-2026		26

<b>Fall 2026 (202710) – TENTATIVE (not Board approved) DO NOT PRINT IN ANY PUBLICATIONS</b>	
<b>Fall Semester 2026 (Term 202710)</b>	
March 23, 2026 (M)	Open SOS and Course Finder for View Access Only
March 30, 2026 (M) - Last Part of Term	Registration (All Students & Applicants)
August 10-15, 2026 (M-SA)	Blackboard Maintenance
August 10-15, 2026 (M-F)	College Community Week
August 17, 2026 (M)	Regular Classes Begin
December 11, 2026 (F)	Regular Classes End

**Academic Calendar Development Committee and Constituent  
Groups (2025-2026)**

Please be sure to communicate any calendar issues and solicit feedback from your constituent groups to bring to the committee.

SLT Sponsor: Laurel Williamson

Constituent Groups	Members	Campus*
Committee Chair	Kevin McKisson	D
Administrative Organization	Kevin Morris	D
Auxiliary Services	Matt Prasifka	D
Banner Student System Services	April Kearns/Angela Perkins	D
Business Office/Finance	Carin Hutchins/Genoveva Garcia	D
Business Office/Finance	Tareena McCann-Faucett	D
Center for Teaching & Learning	Rachel Garcia	D
Contact Center	Ernesto Wallmark	D
Continuing & Professional Development	Sarah Janes	D
Curriculum/Catalog Manager/Developer	Ann Pearson	D
Deans (Academic)	Shawn Silman	N
Deans (Administration)	Joseph Hebert	S
Deans (Health Sciences)	Rhonda Bell	C
Deans (Technical)	James Ragaisis	C
Director (Instruction)	Kelly Mizell	GP
Advising, Counseling & Transfer (ACT)	Jessie Bernal	C
Facilities and Construction	Bryan Jones/Ron Andell	D
Faculty Member Central	Catherine Everett (Radiography)	C
Faculty Member North	Melissa Menendez (Culinary)	N
Faculty Member South	Bryan Corbin (English)	S
Faculty Member Gen Park	Doug Simmons (History)	GP
Faculty Member Maritime	John Stauffer	M
Faculty Senate President	Westley Trevino (Mathematics)	D
Financial Aid	JoEllen Price/Earle Thomas	D
Foundation (Scholarships)	Tammy McAdams	D
Human Resources	Shanna Dement	D
Information Technology Services	Linda Pennington	D
Assoc. Vice Chancellor, Inst Eff, Assessment, Acred	Chris Duke	D
Institutional Research	George Gonzalez	D
Asst. Vice Chancellor, Instruct Innov/Support	Niki Whiteside	D
Marketing	Amanda Fenwick	D
Police	Sabrina Naulings	D
Provosts	J. Aaron Knight	S
Records Management	Joan Rondot	D
Staff Organization	Heidi Cartzendafner	D
Student Representative	Marilyn Ake	D
Associate Vice Chancellor of Student Services	Joanna Zimmermann	D
Weekend College & Evening Division	Chris Crumley	C

\*C (Central); D (District); N (North); S (South); GP (Generation Park)

**Action Item “XV”**  
**Regular Board Meeting December 9, 2024**  
**Consideration of Approval of Memorandum of Understanding with**  
**Family Christian Academy for Dual Credit**

**ADMINISTRATION RECOMMENDATION/REPORT**

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

**BACKGROUND**

Family Christian Academy, located at 14718 Woodford Dr, Houston, TX 77015, approached San Jacinto College to establish a dual credit program for their high school students. The dual credit program will allow students to earn college credit by taking academic courses in person and online.

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

**IMPACT OF THIS ACTION**

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

**BUDGET INFORMATION**

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

**MONITORING AND REPORTING TIMELINE**

The agreement shall become effective upon the date of execution and will continue through July 1, 2027.

**ATTACHMENTS**

Attachment 1 - Draft MOU

**RESOURCE PERSONNEL**

Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu
Sonia Townsend	281-998-6150 x7653	sonia.townsend@sjcd.edu





This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and **Family Christian Academy**, located at 14718 Woodford Dr, Houston, TX 77015, a private school established by law and political subdivision of the State of Texas ("Family Christian Academy" or "Academy" or "School") as of the date the second of the Parties executes this Agreement ("Effective Date"). Individually, SJCCD or **Family Christian Academy** shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

#### **I. TERM**

This Agreement shall commence on the Effective Date and expire on **July 1, 2027** ("Expiration Date") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date.

#### **II. WEBSITE**

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

#### **III. OVERVIEW**

The College is committed to serving the students and communities of the greater Houston area through collaborative work with schools in the College's service area. A major initiative promoting a college-going and college-graduation culture is the partnership between **Family Christian Academy** and San Jacinto Community College District to establish a dual credit program. This dual credit program complies with Applicable Law (as hereinafter defined), including, without limitation, the laws and regulations set forth by the State of Texas for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students. The term 'partnership' as used in this Agreement refers to the dual

credit partnerships as described in 19 Texas Administrative Code, Chapter 4, Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college-level credit. The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the establishment of a dual credit program with courses offered on the North campus of SJCCD and online.

#### **IV. NON-DISCRIMINATION**

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

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

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

For more information on the School's non-discrimination policy see <https://fbca-tx.client.renweb.com/oa/?memberid=1026>.

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

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

#### **V. APPLICABLE LAW**

Both Parties agree to perform their respective obligations and operate the Dual Credit program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20

U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; United States Department of Education requirements; the Texas Education Code, including, without limitation, Sections 28.009, 29.081, 29.908, 130.008, and other provisions governing early college high school programs and dual credit programs, high school and college course requirements and credit, grading, graduation requirements, and credentialing; Chapter 22 (Subchapter B as its relates to immunity and Subchapter C as related to criminal history background checks for services provided on a School district campus); Chapter 39 (accountability); the Texas Government Code, to the extent it applies to the subject matter of this Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 ("Prompt Pay Act"); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations to the extent applicable to the delivery of services under this Agreement; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, "Applicable Law").

## **VI. PURPOSE**

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

## **VII. ELIGIBLE COURSES**

- a) Any courses offered for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the THECB and listed in SJCCD's Core Curriculum, or as college-level workforce education courses in the current edition of Workforce Education Course Manual (WECM) adopted by the THECB, or a foreign language course.
- b) Courses offered for dual credit by SJCCD to the School will be in Certificate of Technology or Associate Degree programs.
- c) Prior to the commencement of the classes, the College and the School will develop a course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course

completed. The final course equivalency crosswalk (“Crosswalk”) will be attached to this Agreement as Appendix B and incorporated herein.

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

### **VIII. STUDENT ELIGIBILITY REQUIREMENTS**

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

### **IX. LOCATION OF CLASSES**

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

**X. TRANSPORTATION**

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

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

**XI. STUDENT COMPOSITION OF CLASS**

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

**XII. FACULTY SELECTION, SUPERVISION, COMPENSATION, AND EVALUATION**

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

**XIII. COURSE CURRICULUM, INSTRUCTION, AND GRADING**

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

Attachment 1

due dates; and other material deemed pertinent by the instructor.

- c) All faculty teaching dual credit students will follow the College Grading System as stated in the SJCCD Catalog as well as the grading criteria in the department approved syllabus.

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

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

**XIV. ATTENDANCE / CALENDAR**

- a) Dual Credit classes will align with the College Academic Calendar including SJCCD student holidays. Dual Credit students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the School when the College is open and operating classes.

Exceptions may be arranged through collaboration between the College and the School. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.

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

#### **XV. WITHDRAWAL FROM COLLEGE COURSES**

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

#### **XVI. TRANSCRIPTION OF CREDIT**

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

#### **XVII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS**

- a) The College and the School agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and School for students in the dual credit Program without the consent of either the parents or the student.

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

#### **XVIII. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

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



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

#### **XIX. STUDENT CONDUCT**

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

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

[https://cm.maxient.com/reportingform.php?SanJacCollege&layout\\_id=0](https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0).

**XX. ACCIDENTS/EMERGENCIES**

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

**XXI. CONCEALED HANDGUN NOTICE**

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

**XXII. FUNDING**

- a) State funding for dual credit courses is available to both the School and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. The remaining tuition and fees will be paid by the student to SJCCD. As of Fall 2023, the current waiver is 75% of tuition and fees.
- c) The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary or advisable during the year and will provide written notice to the School prior to any adjustments to tuition and fees being made. Upon receipt of this notice, the School shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.
- d) The costs for textbooks and/or materials for dual credit courses shall be the responsibility of the student, not SJCCD. The required supplies will be available to students prior to the first day of class and should be purchased prior to classes starting to help facilitate student success.
- e) The student, not SJCCD, will be responsible for costs associated with students re-taking a class including students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan.
- f) The student will be responsible for remission of payment to SJCCD for enrolling in the program

including dual credit student tuition, fees, and books/materials as set forth in this agreement.

**XXIII. PROGRAM GOALS**

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

**XXIV. LIABILITY; INSURANCE**

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

**XXV. TERMINATION OF AGREEMENT**

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

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

## **XXVI. GENERAL PROVISIONS**

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

Attachment 1

Executed as of the Effective Date:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Dr. Brenda Hellyer, Chancellor**

**FAMILY CHRISTIAN ACADEMY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A**

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

**Program Goals**

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

Attachment 1

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

Attachment 1

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



**Appendix B**

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

**Crosswalk of Family Christian Academy Courses and SJCCD Courses**

**Appendix C**

**School District Title IX Investigator/Coordinator**

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

District Name:

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High School Name:

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Liaison's Name:

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Position Title:

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Contact Phone Number:

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Email:

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**Action Item “XVI”**  
**Regular Board Meeting December 9, 2024**  
**Consideration of Approval of Memorandum of Understanding with**  
**Aldine Independent School District for Dual Credit**

**ADMINISTRATION RECOMMENDATION/REPORT**

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

**BACKGROUND**

Aldine ISD approached SJCCD to establish a dual credit partnership in Health Information Technology with its Health Education and Learning (HEAL) High School which will open in the Fall of 2024. The HEAL High School will share a campus with Nimitz High School and will fully integrate health care career knowledge and job-training with a high-quality, well-rounded high school experience for students in the Houston area, graduating students directly into high-demand health care jobs with family-sustaining wages. The dual credit program will offer an opportunity for students to earn college credit by taking academic courses while completing their high school education.

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

**IMPACT OF THIS ACTION**

Approval of this MOU will allow the SJCCD and Aldine ISD to begin their dual credit partnership within the HEAL high school. The HEAL High School will offer a unique learning environment, preparing students for rewarding careers in health care professions. The programs will include hands-on experiences including clinical rotations and mentorship opportunities with Memorial Hermann Hospital.

**BUDGET INFORMATION**

All revenue and cost elements related to the operation of the programs will be contained within the current and future budgets.

**MONITORING AND REPORTING TIMELINE**

The agreement shall become effective August 1, 2025, and will continue through August 1, 2027.

**ATTACHMENTS**

Attachment 1 - Draft MOU

**Action Item “XVI”**  
**Regular Board Meeting December 9, 2024**  
**Consideration of Approval of Memorandum of Understanding with**  
**Aldine Independent School District for Dual Credit**

**RESOURCE PERSONNEL**

Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu
Alexander Okwonna	281-998-6150-7315	alexander.okwonna@sjcd.edu



This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **Aldine Independent School District**, a public school district established by law and political subdivision of the State of Texas ("Aldine ISD" or "District") as of the effective date of **August 1, 2025** ("Effective Date"). Individually, SJCCD or Aldine ISD shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

#### **I. TERM**

This Agreement shall commence on the Effective Date and expire on **August 1, 2027** ("Expiration Date") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date.

#### **II. WEBSITE**

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

#### **III. OVERVIEW**

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

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

#### **IV. NON-DISCRIMINATION**

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

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

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

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

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

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

#### **V. APPLICABLE LAW**

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

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

## **VI. PURPOSE**

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

## **VII. ELIGIBLE COURSES**

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

Degreeworks.

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

#### **VIII. STUDENT ELIGIBILITY REQUIREMENTS**

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

#### **IX. LOCATION OF CLASSES**

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

#### **X. TRANSPORTATION**

SJCCD will not provide student transportation. Students are responsible for their own



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

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

#### **XI. STUDENT COMPOSITION OF CLASS**

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

#### **XII. FACULTY SELECTION, SUPERVISION, COMPENSATION, AND EVALUATION**

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

#### **XIII. COURSE CURRICULUM, INSTRUCTION, AND GRADING**

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

SJCCD Catalog as well as the grading criteria in the department approved syllabus.

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

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

#### **XIV. ATTENDANCE / CALENDAR**

- a) Dual Credit classes will align with the College Academic Calendar including SJCCD student holidays. Dual Credit students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the District when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the District. When the requested exception involves the final exam schedule for long semester classes, the College

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

#### **XV. WITHDRAWAL FROM COLLEGE COURSES**

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

#### **XVI. TRANSCRIPTION OF CREDIT**

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

#### **XVII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS**

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

student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.

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

#### **XVIII. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

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

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

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

#### **XIX. STUDENT CONDUCT**

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

report a grievance or compliant at the following link:  
[https://cm.maxient.com/reportingform.php?SanJacCollege&layout\\_id=0](https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0).

**XX. ACCIDENTS/EMERGENCIES**

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

**XXI. CONCEALED HANDGUN NOTICE**

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

**XXII. FUNDING**

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

District or the student, not SJCCD. The required supplies will be available to students prior to the first day of class and should be purchased prior to classes starting to help facilitate student success.

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

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

SJCCD Invoicing Contact:

Primary: Morgan West [morgan.west@sjcd.edu](mailto:morgan.west@sjcd.edu) 281-991-2665

Secondary: Esmeralda Parrales [esmeralda.parrales@sjcd.edu](mailto:esmeralda.parrales@sjcd.edu) 281-998-6145

Aidine ISD Invoicing Contact:

Marial Martinez [mmartinez12@aldineisd.org](mailto:mmartinez12@aldineisd.org) 281-985-7870

Career and Technical Education Bookkeeper

9999 Veteran Memorial Dr

Houston, TX 77038

### XXIII. PROGRAM GOALS

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

### XXIV. LIABILITY; INSURANCE

- a) To the extent permitted by Applicable Law, the District does hereby agree to release SJCCD and its trustees, employees, agents, officers, and representatives (collectively "College Parties") from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the District or any of its trustees, employees, agents, officers and representatives (collectively "District Parties"). To the extent permitted by Applicable Law, the College does hereby agree to release the District Parties from any and all claims, losses,

liabilities, damages, and debts arising from or caused by any act or omission of the College or any of the College Parties.

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

#### **XXV. TERMINATION OF AGREEMENT**

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

#### **XXVI. GENERAL PROVISIONS**

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



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

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

Executed as of the Effective Date:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**

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

Date: \_\_\_\_\_

**ALDINE INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. LaTonya Goffney, Superintendent

Date: \_\_\_\_\_

## Appendix A

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

### Program Goals

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

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

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

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

#### Crosswalk of Aldine ISD Courses and SJCCD Courses

Health Information Technology, Level 1			Le ve ls	Health Informatics			
<b>First Term</b>		<b>Credits</b>	1	Principles of Health Informatics	N1302108	1 credit	HLTHI NF
<a href="#">HITT 1305</a>	Medical Terminology I	3	2	Medical Terminology	13020300	1 credit	
HITT 1374	Anatomy and Physiology	3	2	Anatomy and Physiology	13020600	1 credit	
<a href="#">ITSC 1309</a> or <a href="#">BCIS 1305</a>	Integrated Software Applications I or Business Computer Applications	3	1	Business Information Management I	13011400	1 credit	
<a href="#">HITT 1313</a>	Coding and Insurance	3	4	Medical Billing and Coding	13020964	1 credit	MEDB C
<b>Credits</b>		<b>12</b>					
<b>Second Term</b>							
<a href="#">HITT 1341</a>	Coding and Classification Systems	3	4	Medical Billing and Coding	13020964	1 credit	MEDB C
<a href="#">HITT 1342</a>	Ambulatory Coding	3	4	Medical Billing and Coding	13020964	1 credit	MEDB C
<a href="#">HITT 1311</a>	Health Information Systems	3	3	Health Informatics	13020960	1 credit	
<a href="#">HITT 1353</a>	Legal and Ethical Aspects of Health Information	3	3	Healthcare Administration and Management	13020962	1 credit	HLTH AM
<b>Credits</b>		<b>12</b>					
<b>Third Term</b>							
<a href="#">HITT 2145</a>	Billing Certification Exam Review	1	4	Practicum in Health Science/Extended Practicum in Health Science (First Time Taken)	13020505	3 credits	EXPR HLS1
<a href="#">HITT 1166</a>	Practicum – Health Information/Medical Records Technology/Technician	1	4	Practicum in Health Science/Extended Practicum in Health Science (First Time Taken)	13020505	3 credits	EXPR HLS1
<b>Credits</b>		<b>2</b>					
<b>Total Credits</b>		<b>26</b>					

**Appendix C**

**School District Title IX Investigator/Coordinator**

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

The School District Liaison contact information is as follows:

School District Name: Aldine ISD

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High School Name: HEAL

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Liaison’s Name: Marcia Herrera

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Position Title: Chief Human Resources Officer

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Contact Phone Number: 281-985-6205

---

Email: mmherrera2@aldineisd.org

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**Action Item “XVII”**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval of Extension of Current Memorandum of Understandings with  
Local Independent School Districts for Dual Credit**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve amendments that extend the current Memorandum of Understanding (MOU) for dual credit partnerships between San Jacinto Community College District (SJCCD) and nine Independent School Districts (ISDs).

**BACKGROUND**

Channelview ISD, Clear Creek ISD, Crosby ISD, Deer Park ISD, Galena Park ISD, Houston ISD, LaPorte ISD, Pasadena ISD, and Sheldon ISD have established dual credit partnerships with SJCCD that provide their high school students with the opportunity to earn college credit by taking academic and/or technical courses.

The most recent MOUs between SJCCD and each ISD were entered into during fall 2019 with a five-year term expiring in 2024. The MOUs were also amended in fall 2023 to address the Financial Aid for Swift Transfer (FAST) program implementation.

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

It is recommended that the current MOU be extended for each ISD through July 31, 2026.

**IMPACT OF THIS ACTION**

Approval of the amendments to the MOUs will allow the College and ISDs to extend and continue their dual credit partnership.

**BUDGET INFORMATION**

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

**MONITORING AND REPORTING TIMELINE**

The agreements shall become effective upon the date of execution and will continue through July 31, 2026.

**ATTACHMENTS**

- Attachment 1 - Channelview ISD Extension Amendment
- Attachment 2 - Clear Creek ISD Extension Amendment
- Attachment 3 - Crosby ISD Extension Amendment

**Action Item “XVII”**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval of Extension of Current Memorandum of Understandings with  
Local Independent School Districts for Dual Credit**

- Attachment 4 - Deer Park ISD Extension Amendment
- Attachment 5 - Galena Park ISD Extension Amendment
- Attachment 6 - Houston ISD Extension Amendment
- Attachment 7 - LaPorte ISD Extension Amendment
- Attachment 8 - Pasadena ISD Extension Amendment
- Attachment 9 - Sheldon ISD Extension Amendment

**RESOURCE PERSONNEL**

Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu
Sonia Townsend	281-998-6150 X 7653	Sonia.townsend@sjcd.edu



**Amendment to Memorandum of Understanding Between  
San Jacinto Community College District and Channelview Independent School District  
for a Dual Credit Provider Relationship**

This Amendment to Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and Channelview Independent School District (“CISD”) is effective as of the date fully executed by both Parties (“Effective Date”). CISD and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS CISD and SJCCD entered into a Memorandum of Understanding (“MOU”) effective November 19, 2019 which was amended on August 15, 2023, to implement the Financial Aid for Swift Transfer (FAST) program,

SJCCD and CISD now desire to amend the terms of the Agreement as set forth below:

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

1. The Section entitled “TERM OF AGREEMENT,” found on page 11 of the 2019 MOU, is hereby deleted and replaced in its entirety with the following:

**TERM OF AGREEMENT**

a. Term

The term of this MOU shall be from the Effective Date through July 31, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any CISD students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and CISD with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

Attachment 1 - Channelview

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Brenda Hellyer, **Chancellor**

**CHANNELVIEW INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent**

**Amendment to Memorandum of Understanding Between  
San Jacinto Community College District and Clear Creek Independent School District  
for a Dual Credit Provider Relationship**

This Amendment to Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and Clear Creek Independent School District (“CCISD”) is effective as of the date fully executed by both Parties (“Effective Date”). CCISD and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS CCISD and SJCCD entered into a Memorandum of Understanding (“MOU”) effective November 18, 2019 and amended on August 21, 2023, to implement the Financial Aid for Swift Transfer (FAST) program,

SJCCD and CCISD now desire to amend the terms of the Agreement as set forth below:

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

1. The Section entitled “TERM OF AGREEMENT,” found on page 11 of the 2019 MOU, is hereby deleted and replaced in its entirety with the following:

**TERM OF AGREEMENT**

a. Term

The term of this MOU shall be from the Effective Date through July 31, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any CCISD students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and CCISD with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

Attachment 2 – Clear Creek

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Brenda Hellyer, **Chancellor**

**CLEAR CREEK INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent**

**Amendment to Memorandum of Understanding Between  
San Jacinto Community College District and Crosby Independent School District  
for a Dual Credit Provider Relationship**

This Amendment to Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and Crosby Independent School District (“CISD”) is effective as of the date fully executed by both Parties (“Effective Date”). CISD and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS CISD and SJCCD entered into a Memorandum of Understanding (“MOU”) effective December 16, 2019, which was amended during the fall semester of 2023, to implement the Financial Aid for Swift Transfer (FAST) program,

SJCCD and CISD now desire to amend the terms of the Agreement as set forth below:

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

1. The Section entitled “TERM OF AGREEMENT,” found on page 11 of the 2019 MOU, is hereby deleted and replaced in its entirety with the following:

**TERM OF AGREEMENT**

a. Term

The term of this MOU shall be from the Effective Date through July 31, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any CISD students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and CISD with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

Attachment 3 - Crosby

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Brenda Hellyer, **Chancellor**

**CROSBY INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent**

**Amendment to Memorandum of Understanding Between  
San Jacinto Community College District and Deer Park Independent School District  
for a Dual Credit Provider Relationship**

This Amendment to Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and Deer Park Independent School District (“DPIISD”) is effective as of the date fully executed by both Parties (“Effective Date”). DPIISD and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS DPIISD and SJCCD entered into a Memorandum of Understanding (“MOU”) effective October 21, 2019, which was amended on August 15, 2023, to implement the Financial Aid for Swift Transfer (FAST) program,

SJCCD and DPIISD now desire to amend the terms of the Agreement as set forth below:

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

1. The Section entitled “TERM OF AGREEMENT,” found on page 11 of the 2019 MOU, is hereby deleted and replaced in its entirety with the following:

**TERM OF AGREEMENT**

a. Term

The term of this MOU shall be from the Effective Date through July 31, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any DPIISD students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and DPIISD with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

Attachment 4 – Deer Park

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Brenda Hellyer, **Chancellor**

**DEER PARK INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent**



**Amendment to Memorandum of Understanding Between  
San Jacinto Community College District and Galena Park Independent School District  
for a Dual Credit Provider Relationship**

This Amendment to the Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and Galena Park Independent School District (“GPISD”) is effective as of the date fully executed by both Parties (“Effective Date”). GPISD and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS GPISD and SJCCD entered into a Memorandum of Understanding (“MOU”) effective December 9, 2019, which was amended during the fall semester 2023, to implement the Financial Aid for Swift Transfer (FAST) program, SJCCD and GPISD now desire to amend the terms of the Agreement as set forth below:

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

1. The Section entitled “TERM OF AGREEMENT,” found on page 11 of the 2019 MOU, is hereby deleted and replaced in its entirety with the following:

**TERM OF AGREEMENT**

a. Term

The term of this MOU shall be from the Effective Date through July 31, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any GPISD students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and GPISD with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

Attachment 5 – Galena Park

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Brenda Hellyer, **Chancellor**

**GALENA PARK INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent**

**Amendment to Memorandum of Understanding Between  
San Jacinto Community College District and Houston Independent School District  
for a Dual Credit Provider Relationship**

This Amendment to Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and Houston Independent School District (“HISD”) is effective as of the date fully executed by both Parties (“Effective Date”). HISD and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS HISD and SJCCD entered into a Memorandum of Understanding (“MOU”) effective December 13, 2019, which was amended during the fall semester of 2023, to implement the Financial Aid for Swift Transfer (FAST) program, SJCCD and HISD now desire to amend the terms of the Agreement as set forth below:

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

1. The Section entitled “TERM OF AGREEMENT,” found on page 11 of the 2019 MOU, is hereby deleted and replaced in its entirety with the following:

**TERM OF AGREEMENT**

a. Term

The term of this MOU shall be from the Effective Date through July 31, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any HISD students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and HISD with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

Attachment 6 – Houston

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Brenda Hellyer, **Chancellor**

**HOUSTON INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent**

**Amendment to Memorandum of Understanding Between  
San Jacinto Community College District and La Porte Independent School District  
for a Dual Credit Provider Relationship**

This Amendment to Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and La Porte Independent School District (“LPISD”) is effective as of the date fully executed by both Parties (“Effective Date”). LPISD and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS LPISD and SJCCD entered into a Memorandum of Understanding (“MOU”) effective November 19, 2019, which was amended during the fall semester of 2023, to implement the Financial Aid for Swift Transfer (FAST) program, SJCCD and LPISD now desire to amend the terms of the Agreement as set forth below:

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

1. The Section entitled “TERM OF AGREEMENT,” found on page 11 of the 2019 MOU, is hereby deleted and replaced in its entirety with the following:

**TERM OF AGREEMENT**

a. Term

The term of this MOU shall be from the Effective Date through July 31, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any LPISD students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and LPISD with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

Attachment 7 – La Porte

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Brenda Hellyer, **Chancellor**

**LA PORTE INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent**

**Amendment to Memorandum of Understanding Between  
San Jacinto Community College District and Pasadena Independent School District  
for a Dual Credit Provider Relationship**

This Amendment to Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and Pasadena Independent School District (“PISD”) is effective as of the date fully executed by both Parties (“Effective Date”). PISD and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS PISD and SJCCD entered into a Memorandum of Understanding (“MOU”) effective November 19, 2019, which was amended during the fall semester of 2023 to implement the Financial Aid for Swift Transfer (FAST) program, SJCCD and PISD now desire to amend the terms of the Agreement as set forth below:

SJCCD and PISD now desire to amend the terms of the Agreement as set forth below:

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

1. The Section entitled “TERM OF AGREEMENT,” found on page 11 of the 2019 MOU, is hereby deleted and replaced in its entirety with the following:

**TERM OF AGREEMENT**

a. Term

The term of this MOU shall be from the Effective Date through July 31, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any PISD students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and PISD with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to amend and

Attachment 8 - Pasadena

ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Brenda Hellyer, **Chancellor**

**PASADENA INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent**



**Amendment to Memorandum of Understanding Between  
San Jacinto Community College District and Sheldon Independent School District  
for a Dual Credit Provider Relationship**

This Amendment to Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and Sheldon Independent School District (“SISD”) is effective as of the date fully executed by both Parties (“Effective Date”). SISD and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS SISD and SJCCD entered into a Memorandum of Understanding (“MOU”) effective October 31, 2019 which was amended during the fall semester of 2023, to implement the Financial Aid for Swift Transfer (FAST) program, SJCCD and LPISD now desire to amend the terms of the Agreement as set forth below:

SJCCD and SISD now desire to amend the terms of the Agreement as set forth below:

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

1. The Section entitled “TERM OF AGREEMENT,” found on page 11 of the 2019 MOU, is hereby deleted and replaced in its entirety with the following:

**TERM OF AGREEMENT**

a. Term

The term of this MOU shall be from the Effective Date through July 31, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any SISD students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and SISD with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to

Attachment 9 - Sheldon

amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Brenda Hellyer, **Chancellor**

**Sheldon INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent**

**Action Item “XVIII”**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval of Restructure of Accuplacer English as a Second Language  
Test Student Retest Charges Effective January 1, 2025**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the restructure of student retest charges for the Accuplacer English as a Second Language (ESL) tests effective January 1, 2025.

**BACKGROUND**

The College offers Accuplacer ESL tests to non-native English-speaking students to assess their English language skills and to help determine the best course schedule for each student.

Currently, the first Accuplacer ESL tests are administered at no cost to the students. For a retest, students are currently charged \$30, regardless of whether they are retesting for all sections or just one.

The College administration proposes that, effective January 1, 2025, the cost to retest for the entire test will remain at \$30. The cost to retest for a single section will be \$10.

These test charges are billed only when additional testing is required. The first test will continue to be administered at no cost.

**IMPACT OF THIS ACTION**

This proposed change is in line with the College’s Texas Success Initiative Assessment test charge structure and is intended to reduce the charge for students who are not retesting in all sections. Students who are required to retest in all sections will be charged the same amount as in the past.

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

These non-enrollment student charges are intended to offset the costs of providing the tests. The reduction of the charge for students who are not retesting in all sections will have minimal impact to the College’s budgeted revenues for fiscal year 2025.

**MONITORING AND REPORTING TIMELINE**

The Board will be kept apprised of the tuition revenue status via monthly financial and budget updates.

**ATTACHMENTS**

None

**Action Item “XVIII”**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval of Restructure of Accuplacer English as a Second Language  
Test Student Retest Charges Effective January 1, 2025**

**RESOURCE PERSONNEL**

Joanna Zimmerman	281-476-1863	joanna.zimmermann@sjcd.edu
Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Carin Hutchins	281-998-6109	carin.hutchins@sjcd.edu

**Action Item "XIX"**  
**Regular Board Meeting December 9, 2024**  
**Consideration of Approval of Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials - Second Reading**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials.

**BACKGROUND**

This action is being requested to update Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials policy and procedure based on the College's current practice. A new procedure has also been developed to address the College marks and trademarks.

**IMPACT OF THIS ACTION**

This policy and associated procedure were sent to the College community on September 30, allowing for feedback and comments through October 11, 2024. No comments were received. The procedures are provided for informational purposes.

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

No budgetary impact.

**MONITORING AND REPORTING TIMELINE**

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

**ATTACHMENTS**

Attachment 1 - Summary of Changes – Appropriate Use of Copyrighted and Trademarked Materials

Attachment 2 - Policy VI-K: Regarding Appropriate Use of Copyrighted Materials (current policy)

Attachment 3 - Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials (proposed policy with track changes)

Attachment 4 - Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials (proposed policy - clean)

**Informational Items:**

Attachment 5 - Procedure 2-5: Instructional Copyright and Performance Licensing (current procedure)

Attachment 6 - Procedure V.5003.C.a, Instructional Copyright and Performance Licensing Use of Copyrighted Materials (proposed procedure with track changes)

Attachment 7 - Procedure V.5003.C.a, Instructional Copyright and Performance Licensing Use of Copyrighted Materials (proposed procedure - clean)

Attachment 8 – Procedure V.5003.C.b, College Marks (new proposed procedure)

**Action Item "XIX"**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval of Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked  
Materials - Second Reading**

**RESOURCE PERSONNEL**

Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Niki Whiteside	281-998-2660	niki.whiteside@sjcd.edu

## Policies and Procedures Summary of Changes

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

Proposed Policy Name: **Appropriate Use of Copyrighted and Trademarked Materials**

Current Policy Number/Name: **Policy VI-K: Regarding Appropriate Use of Copyrighted Materials**

New Procedure Number: **V.5003.C.a; V.5003.C.b (two procedures)**

Proposed Procedure Name(s): **Use of Copyrighted Materials; College Marks (New)**

Current Procedure Number(s)/Name(s): **Procedure 2-5: Instructional Copyright and Performance Licensing (Revised); N/A**

Action Recommended for Policy: **Revised**

Action Recommended for Procedures: **Revised; New**

Web Links:

<https://www.sanjac.edu/about/policies-procedures/VI-K-Policy-Regarding-Appropriate-Use-of-Copyrighted-Materials.pdf>

<https://www.sanjac.edu/about/policies-procedures/2-5-Instructional-Media.pdf>

Primary Owner: **Deputy Chancellor/President**

Secondary Owner: **Assistant Vice Chancellor Instructional Innovation and Support**

### Summary of Changes:

#### Policy:

##### *Appropriate Use of Copyrighted and Trademarked Materials*

- Added language to reflect all College employees' responsibility in complying with applicable law(s) related to copyrighted works and use of copyrighted materials.

#### Procedures:

##### *Use of Copyrighted Materials*

- Added "software" as a category to works of authorship. Use of copyrighted software is also described.
- Included additional language or descriptions about copyright, public domain, fair use, copyright infringement, use of College technology, and classroom usage.

##### *College Marks*

- New procedure associated with Policy [#]: Appropriate Use of Copyrighted and Trademarked Materials. This procedure describes San Jacinto College trademark items and use of the College's marks.

# Policy VI-K: Regarding Appropriate Use of Copyrighted Materials

It is the policy of the College to comply with federal and state laws regulating the use of copyrighted, patented, trademarked, and other proprietary materials in all forms, including in print or other hard copy, in any electronic form, or on audio or video recording.

Procedures describing the specific use of copyrighted, patented, and trademark-protected materials, as well as other proprietary material, are published regularly in the Guidelines and Procedures for College Personnel.

Supervisors at all levels are responsible for ensuring that college employees receive training and that the procedures are followed.

<b>Policy #:</b>	<b>VI-K</b>
<b>Policy Name:</b>	<b>Regarding Appropriate Use of Copyrighted Materials</b>
<b>Pages:</b>	<b>1</b>
<b>Adopted Date:</b>	<b>May 2, 1994</b>
<b>Revision/Reviewed Date:</b>	<b>May 4, 2015</b>
<b>Effective Date:</b>	<b>May 2, 1994, May 5, 2015</b>
<b>Associated Procedure:</b>	<b>2-10, 2-5</b>



**Policy V.5003.C#VI-K, ~~Regarding~~ Appropriate Use of Copyrighted and Trademarked Materials**

**Purpose**

This policy provides guidance for use of copyrighted and trademarked materials by employees of San Jacinto College. This policy aligns with Policy V.5003.B, Intellectual Property Rights.

**Policy**

It is the policy of the College to comply with federal and state laws regulating the use of copyrighted, patented, trademarked, and other proprietary materials in all forms, including in print or other hard copy, in any electronic form, or on audio or video recording.

~~Procedures describing the specific use of copyrighted, patented, and trademark protected materials, as well as other proprietary material, are published regularly in the Guidelines and Procedures for College Personnel.~~

Employees are responsible for complying with applicable law and must refrain from the unauthorized copying, reproduction, or dissemination of copyrighted works. -Except as allowed by law, the reproduction, public distribution (including digital transmission), public display, public performance or creation of derivative works, without the consent of the copyright owner, is prohibited.

Supervisors at all levels are responsible for ensuring that college employees receive training and that the procedures are followed.

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

**Associated Procedures**

Procedure V.5003.C.a#2-5, ~~Instructional Copyright and Performance Licensing Use of Copyrighted Materials~~

Procedure V.5003.C.b#, College Marks

Date of Board Approval	Anticipated December 9, 2024
Effective Date	Anticipated December 10, 2024
Primary Owner	Deputy Chancellor/President
Secondary Owner	Provosts

**Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials**

**Purpose**

This policy provides guidance for use of copyrighted and trademarked materials by employees of San Jacinto College. This policy aligns with Policy V.5003.B, Intellectual Property Rights.

**Policy**

It is the policy of the College to comply with federal and state laws regulating the use of copyrighted, patented, trademarked, and other proprietary materials in all forms, including in print or other hard copy, in any electronic form, or on audio or video recording.

Employees are responsible for complying with applicable law and must refrain from the unauthorized copying, reproduction, or dissemination of copyrighted works. Except as allowed by law, the reproduction, public distribution (including digital transmission), public display, public performance or creation of derivative works, without the consent of the copyright owner, is prohibited.

Supervisors at all levels are responsible for ensuring that college employees receive training and that the procedures are followed.

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

**Associated Procedures**

Procedure V.5003.C.a, Use of Copyrighted Materials

Procedure V.5003.C.b, College Marks

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Date of Board Approval	Anticipated December 9, 2024
Effective Date	Anticipated December 10, 2024
Primary Owner	Deputy Chancellor/President
Secondary Owner	Provosts

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# Procedure 2-5: Instructional Copyright and Performance Licensing

Copyright protection subsists, in accordance with United States Copyright Law, 17 U.S.C. 101-1332, in original works of authorship fixed in tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Works of authorship include the following categories:

1. Literary works;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;
5. Pictorial, graphic, and sculptural works;
6. Motion pictures and other audiovisual works;
7. Sound recordings; and
8. Architectural works.

In no case does copyright protection for an original work of authorship extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied in such work.

Only copyrighted materials are subject to the restrictions in this procedure. Because a copyright notice is not required for copyright protection of works published on or after March 1, 1989, most works (except those authored by the United States Government) should be presumed to be copyright protected, unless further information from the copyright holder or express notice reveals that the copyright holder intends the work to be in the public domain.

Accordingly, all employees and students, of the San Jacinto Community College and any other individuals using works maintained by the College should follow these procedures. Copying of materials or other uses not specifically allowed by the law, fair use, license agreement, or the permission of the copyright holder is strictly prohibited. Employees and students who willfully disregard copyright policy are in violation and do so at their own risk and assume all liability.

The College designates the Educational Technology Office to exercise general oversight of the copyright function for the College and to assure that information about the law and procedures are available. Every attempt will be made to assist employees who need information so that they can perform their duties within the intent of the law.

The Fair Use Doctrine is a component of the U.S. Copyright Law. It allows for the use of copyrighted materials, without gaining authorization, based on the weighing of four factors:

1. The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. The nature of the copyrighted work;
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole;
4. The effect of the use upon the potential market for or value of the copyrighted work.

Attachment 5  
Current Procedure

No one factor alone determines a person's right to use a copyrighted work without permission.

Notice that the Fair Use Doctrine does not grant permission for use of copyrighted material simply on the grounds that it is to be used for educational purposes.

The Technology, Education and Copyright Harmonization (TEACH) Act was signed into law in October, 2002. The TEACH Act amends Sections 110(2) and 112 of the Copyright Act of 1976 to give instructors at accredited nonprofit educational institutions greater flexibility to use third party copyrighted works in online course delivery. The act permits the display and performance of virtually all types of works during online instruction without the consent of the copyright owner, provided that:

1. The online instruction at an eligible institution is mediated by an instructor.
2. The transmission of material is intended only for receipt by students enrolled in the course, regardless of where the students are physically located.
3. The institution employs measures to prevent "retention of the work in accessible form by recipients of the transmission for longer than the class session."
4. The institution employs measures that limit the transmission of the material to students enrolled in the particular course and precludes unauthorized student retention and/or downstream redistribution "to the extent technologically feasible."
5. Use of the material is clearly for educational purposes.

If the reproduction of the copyrighted materials does not meet the "fair use" or "TEACH Act" guidelines, College employees must seek authorization through the Educational Technology Office. A permanent central repository of all written copyright authorizations, releases, or waivers will be established in the Educational Technology Office. Copies of such authorization will be sent, as appropriate, to the bookstore, library, or other student support areas.

College contracts and agreements for performance rights (e.g., ASCAP, BMI) are maintained in the Educational Technology and the Purchasing Offices. This office will coordinate reports to licensing agencies with campus performance departments. Questions relating to College performance rights and any associated rights should be directed to the Educational Technology Office.

All instructional personnel will successfully complete copyright training offered by San Jacinto College every two years beginning in fall 2015. Training will be assigned through the San Jacinto College SPARK system.

**Defense of Employees.** If permitted by State law and procedures, San Jacinto Community College may defend any employee against a civil action alleging copyright infringement where (a) the use is in accordance with the provisions of a valid software license agreement, (b) the permission of the copyright owner has been obtained, or (c) the Office of General Counsel has determined that the use is otherwise permissible. Otherwise, the employee will be personally responsible for the defense of a civil action for copyright infringement.

**Posting of Notices.** San Jacinto Community College offices are responsible for posting notices reflecting this policy at all computer and photocopying stations that may be used for reproducing copyrighted materials (e.g., in departmental copy rooms, libraries, and at or near all computer stations). The following is a suggested form of notice:

**"Copyright Notice"**

"Copying, displaying, or distributing copyrighted works may infringe on the owner's copyright. The Educational Technology Office at San Jacinto Community College can help you determine whether your use of a copyrighted work is a fair use or requires permission. Any use of computer or duplication devices

Attachment 5  
Current Procedure

that infringes on copyrighted works is subject to appropriate disciplinary action as well as those civil remedies and criminal penalties provided by federal law."

<b>Procedure #:</b>	<b>2-5</b>
<b>Procedure Name:</b>	<b>Instructional Copyright and Performance Licensing</b>
<b>Pages:</b>	
<b>Adopted Date:</b>	<b>May 2, 1994</b>
<b>Revision/Reviewed Date:</b>	<b>May 4, 2015</b>
<b>Effective Date:</b>	<b>May 5, 2015</b>
<b>Associated Policy:</b>	<b>VI-K</b>

**Procedure V.5003.C.a-2-5, ~~Instructional Copyright and Performance Licensing Use of Copyrighted Materials~~**

**Associated Policy**

**Policy #V.5003.C, ~~Regarding~~ Appropriate Use of Copyrighted and Trademarked Materials**

**Procedures**

I. Copyright Law – General Principles

~~Copyright law protection subsists, in accordance with United States Copyright Law, 17 U.S.C. 101-1332, in~~ original works of authorship fixed in tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. 17 U.S.C. 101-1332. Copyright law gives the author or creator the right to control how and when their work is used by other people. Works of authorship include the following categories:

1. Literary works;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;
5. Pictorial, graphic, and sculptural works;
6. Motion pictures and other audiovisual works;
7. Sound recordings; ~~and~~
8. Architectural works; ~~and~~
9. Software.

~~In no case does e~~Copyright protection ~~for an original work of authorship extend to any~~ does not extend to ideas, procedures, processes, system, methods of operation, concepts, principles, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied in such work. In addition, non-copyrighted materials and those in the public domain may be copied freely and without restriction.

~~Only copyrighted materials are subject to the restrictions in this procedure.~~

A work can be protected by copyright law even if it does not contain a copyright mark. Because a copyright notice is not required for copyright protection of works published on or after March 1, 1989, most works (except those authored by the United States Government) should be presumed to be copyright protected, unless further information from the copyright holder or express notice reveals that the copyright holder intends the work to be in the public domain.

Copyright law impacts all facet of the instructional program and other operations of the College. In particular, copyright law must be considered when copying literary works, music, or images, incorporating copyrighted materials into instructional material or a publication, downloading or

Attachment 6  
Proposed Procedure – Tracked Changes

distributing materials from the Internet, incorporating musical recordings or photos into a website or presentation, or performing music.

## II. Copyrighted Software

Copyrighted software may be copied without the copyright owner’s permission only in accordance with the Copyright Act. Section 117 of the Act allows the purchaser of software to make an archival back-up copy. Most software, however, is licensed to the user and the terms of the license agreement may give the user permission to make additional copies of the software. Due to differences in each software license agreement, the user’s right to copy licensed software beyond that permitted under the Copyright Act may be determined only by reading the actual license agreement. Any copying or reproduction of copyrighted software on College computing equipment must be in accordance with the Copyright Act and each software license agreement. Faculty, staff, and students may not use unauthorized copies of any software on College-owned computers or networks.

## III. Fair Use Doctrine

The “fair use” doctrine permits use of copyrighted material without permission for certain authorized purposes, including teaching, news reporting, and scholarship. Whether a particular use constitutes “fair use” will depend on the facts and circumstances surrounding use of the material, including the volume of material used and whether the use is non-commercial. For additional information on fair use, see “Reproduction of Copyrighted Works by Educators and Librarians,” which is published by the U.S. Copyright Office. -See <https://www.copyright.gov/circs/circ21.pdf>. For questions about a specific proposed use, employees should contact the Instructional Innovation and Support Office.

## IV. College Restrictions on Use of Copyrighted Materials by Employees and Students

~~Accordingly, a~~All employees and students, of the San Jacinto Community College and any other individuals using copyrighted works maintained by the College must comply with copyright law and these procedures. Displaying or cshould follow these procedures. Copying of materials or other uses not specifically allowed by the law, fair use, license agreement, or the permission of the copyright holder is strictly prohibited. Employees and students who willfully disregard copyright policy are in violation and do so at their own risk and assume all liability.

Copyright infringement is different from plagiarism. Plagiarism is offering the work of another as one’s own, intentionally or unintentionally, without proper acknowledgment. In contrast, copyright infringement occurs when copyrighted material is used without permission of the copyright holder. Infringement can occur even if the work is properly cited or acknowledged.

Employees and students who violate these procedures are subject to discipline, termination, or expulsion by the College and may be held financially responsible by the copyright owner.

Attachment 6  
Proposed Procedure – Tracked Changes

~~Employees and students who willfully disregard copyright policy are in violation and do so at their own risk and assume all liability.~~

A. Use of College Technology

All persons are prohibited from using College technology in violation of any law, including copyright law. Only appropriately licensed programs or software by San Jacinto College may be used with College technology resources. No person shall use the College’s technology resources to post, publicize, or duplicate information in violation of copyright law. The Chancellor or designee shall employ all reasonable measures to prevent the use of college technology resources in violation of the law and these procedures. All persons using college technology resources in violation of law may lose user privileges in addition to other sanctions.

~~\_\_\_\_\_~~ B. Classroom Use

The Fair Use Doctrine addresses the use of copyrighted materials in face-to-face teaching. The TEACH Act (Technology, Education and Copyright Harmonization Act) addresses faculty use and display of works in on-line teaching. Under the TEACH Act, audiovisual works, motion pictures, and dramatic musical works may be shown to online students only in reasonable and limited portions.

~~Unless any license or permission obtained provides otherwise, electronic or digital media in the classroom, including motion pictures and other audiovisual works, must be used in the course of teaching activities as defined by law, regardless of teaching modality.~~

~~Unless the proposed use of a copyrighted work falls qualifies is an exception under the “fair use” doctrine guidelines or the TEACH Act, The Technology, Education and Copyright Harmonization (TEACH) Act maintained by the Chancellor or designee, the College shall will require an employee or student to obtain a license or permission, or work with the College to obtain such license or permission, from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder’s work for instructional, curricular, or extracurricular purposes stating how the content may be used, for what purpose, who may use it, and for how long.~~

~~\_\_\_\_\_~~ Responsible Administrators and Training

~~I. Copying of materials or other uses not specifically allowed by the law, fair use, license agreement, or the permission of the copyright holder is strictly prohibited. Employees and students who willfully disregard copyright policy are in violation and do so at their own risk and assume all liability.~~

V. ~~\_\_\_\_\_~~ Responsible Administrators and Training

College contracts and agreements for performance rights (i.e., ASCAP, BMI, SESAC, GMRO) are maintained in the Instructional Innovation and Support and ~~the~~ Purchasing Offices. Instructional Innovation and Support will coordinate reports to licensing agencies with campus performance departments. Questions relating to College performance rights and any associated rights should be directed to Instructional Innovation and Support.



Attachment 6  
Proposed Procedure – Tracked Changes

~~All Full-time employees and adjunct (part-time) faculty personnel must will successfully complete copyright training offered annually by San Jacinto College annually, every years.~~

~~All employees and students, of the San Jacinto Community College and any other individuals using works maintained by the College should follow these procedures.~~

The College designates the Educational Technology Instructional Innovation and Support Office to provide~~exercise~~ general oversight of the copyright function for the College, and to provide~~assure that~~ information about the law and procedures, and to provide guidance to promote compliance with the law. ~~are available. Every attempt will be made to assist employees who need information so that they can to perform their duties within the intent of the law.~~

The College designates the Assistant Vice Chancellor for Instructional Innovation and Support to receive notification of alleged online copyright infringement and to be listed as the designated agent with the U.S. Copyright Office. The College website will include information on how to contact the College's designated agent. Upon notification, the College's agent shall take all actions necessary to remedy any violation. The College shall provide the designated agent with appropriate training and resources. ~~necessary to protect the College.~~

The Fair Use Doctrine is a component of the U.S. Copyright Law. It allows for the use of copyrighted materials, without gaining authorization, based on the weighing of four factors:

1. The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. The nature of the copyrighted work;
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole;
4. The effect of the use upon the potential market for or value of the copyrighted work.

~~No one factor alone determines a person's right to use a copyrighted work without permission. Notice that the Fair Use Doctrine does not grant permission for use of copyrighted material simply on the grounds that it is to be used for educational purposes.~~

~~The Technology, Education and Copyright Harmonization (TEACH) Act was signed into law in October, 2002. The TEACH Act amends Sections 110(2) and 112 of the Copyright Act of 1976 to give instructors at accredited nonprofit educational institutions greater flexibility to use third party copyrighted works in online course delivery. The act permits the display and performance of virtually all types of works during online instruction without the consent of the copyright owner, provided that:~~

1. The online instruction at an eligible institution is mediated by an instructor.
2. The transmission of material is intended only for receipt by students enrolled in the course, regardless of where the students are physically located.
3. The institution employs measures to prevent "retention of the work in accessible form by recipients of the transmission for longer than the class session."

Attachment 6  
Proposed Procedure – Tracked Changes

~~4. The institution employs measures that limit the transmission of the material to students enrolled in the particular course and precludes unauthorized student retention and/or downstream redistribution “to the extent technologically feasible.”~~

~~5. Use of the material is clearly for educational purposes.~~

~~If the reproduction of the copyrighted materials does not meet the “fair use” or “TEACH Act” guidelines, College employees must seek authorization through the Educational Technology Office. A permanent central repository of all written copyright authorizations, releases, or waivers will be established in the Educational Technology Office. Copies of such authorization will be sent, as appropriate, to the bookstore, library, or other student support areas.~~

~~College contracts and agreements for performance rights (e.g., ASCAP, BMI) are maintained in the Educational Technology and the Purchasing Offices. This office will coordinate reports to licensing agencies with campus performance departments. Questions relating to College performance rights and any associated rights should be directed to the Educational Technology Office.~~

~~All instructional personnel will successfully complete copyright training offered by San Jacinto College every two years beginning in fall 2015. Training will be assigned through the San Jacinto College SPARK system.~~

VI. Defense of Employees

~~Unless prohibited by law, If permitted by State law and procedures,~~ San Jacinto Community College may defend any employee against a civil action alleging copyright infringement where (a) the use is in accordance with the provisions of a valid software license agreement, (b) the permission of the copyright owner ~~has been~~was obtained, or (c) the College’s legal counsel~~Office of General Counsel~~ has determined that the use is otherwise permissible. Otherwise, the employee will be personally responsible for the defense of a civil action for copyright infringement and the payment of damages, if awarded.

VII. Posting of Notices-

All San Jacinto Community College offices are responsible for posting notices reflecting this policy at all computer and photocopying stations that may be used for reproducing copyrighted materials (e.g., in departmental copy rooms, libraries, and at or near all computer stations). The following is a suggested form of notice:

“Copyright Notice”

“Copying, displaying, or distributing copyrighted works may infringe on the owner’s copyright. The ~~Educational Technology-Instructional Innovation and Support~~ Office at San Jacinto Community College can provide guidance to employees with questions about~~help you determine~~ whether a proposed~~your~~ use of a copyrighted work is a fair use or requires permission. Any use of computer or duplication devices that infringes on copyrighted works is subject to appropriate disciplinary action as well as those civil remedies and criminal penalties provided by federal law.”

Attachment 6  
Proposed Procedure – Tracked Changes

Date of SLT Approval	September 24, 2024
Effective Date	Anticipated December 10, 2024
Associated Policy	Policy # <a href="#">V.5003.C</a> , Appropriate Use of Copyrighted and Trademarked Materials
Primary Owner of Policy Associated with the Procedure	Deputy Chancellor/President
Secondary Owner of Policy Associated with the Procedure	Assistant Vice Chancellor Instructional Innovation and Support

## **Procedure V.5003.C.a, Use of Copyrighted Materials**

### **Associated Policy**

### **Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials**

### **Procedures**

#### **I. Copyright Law – General Principles**

Copyright law protects original works of authorship fixed in tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. 17 U.S.C. 101-1332.

Copyright law gives the author or creator the right to control how and when their work is used by other people. Works of authorship include the following categories:

1. Literary works;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;
5. Pictorial, graphic, and sculptural works;
6. Motion pictures and other audiovisual works;
7. Sound recordings;
8. Architectural works; and
9. Software.

Copyright protection does not extend to ideas, procedures, processes, system, methods of operation, concepts, principles, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied in such work. In addition, non-copyrighted materials and those in the public domain may be copied freely and without restriction.

A work can be protected by copyright law even if it does not contain a copyright mark. Because a copyright notice is not required for copyright protection of works published on or after March 1, 1989, most works (except those authored by the United States Government) should be presumed to be copyright protected, unless further information from the copyright holder or express notice reveals that the copyright holder intends the work to be in the public domain.

Copyright law impacts all facet of the instructional program and other operations of the College. In particular, copyright law must be considered when copying literary works, music, or images, incorporating copyrighted materials into instructional material or a publication, downloading or distributing materials from the Internet, incorporating musical recordings or photos into a website or presentation, or performing music.

#### **II. Copyrighted Software**

Copyrighted software may be copied without the copyright owner's permission only in accordance with the Copyright Act. Section 117 of the Act allows the purchaser of software to

Attachment 7  
Proposed Procedure – Clean

make an archival back-up copy. Most software, however, is licensed to the user and the terms of the license agreement may give the user permission to make additional copies of the software. Due to differences in each software license agreement, the user's right to copy licensed software beyond that permitted under the Copyright Act may be determined only by reading the actual license agreement. Any copying or reproduction of copyrighted software on College computing equipment must be in accordance with the Copyright Act and each software license agreement. Faculty, staff, and students may not use unauthorized copies of any software on College-owned computers or networks.

### III. Fair Use Doctrine

The "fair use" doctrine permits use of copyrighted material without permission for certain authorized purposes, including teaching, news reporting, and scholarship. Whether a particular use constitutes "fair use" will depend on the facts and circumstances surrounding use of the material, including the volume of material used and whether the use is non-commercial. For additional information on fair use, see "Reproduction of Copyrighted Works by Educators and Librarians," which is published by the U.S. Copyright Office. *See* <https://www.copyright.gov/circs/circ21.pdf>. For questions about a specific proposed use, employees should contact the Instructional Innovation and Support Office.

### IV. College Restrictions on Use of Copyrighted Materials by Employees and Students

All employees and students of the San Jacinto Community College and any other individuals using copyrighted works maintained by the College must comply with copyright law and these procedures. Displaying or copying of materials or other uses not specifically allowed by the law, fair use, license agreement, or the permission of the copyright holder is strictly prohibited.

Copyright infringement is different from plagiarism. Plagiarism is offering the work of another as one's own, intentionally or unintentionally, without proper acknowledgment. In contrast, copyright infringement occurs when copyrighted material is used without permission of the copyright holder. Infringement can occur even if the work is properly cited or acknowledged.

Employees and students who violate these procedures are subject to discipline, termination, or expulsion by the College and may be held financially responsible by the copyright owner.

#### A. Use of College Technology

All persons are prohibited from using College technology in violation of any law, including copyright law. Only appropriately licensed programs or software by San Jacinto College may be used with College technology resources. No person shall use the College's technology resources to post, publicize, or duplicate information in violation of copyright law. The Chancellor or designee shall employ all reasonable measures to prevent the use of college technology resources in violation of the law and these procedures. All persons using college technology resources in violation of law may lose user privileges in addition to other sanctions.

#### B. Classroom Use

Attachment 7  
Proposed Procedure – Clean

The Fair Use Doctrine addresses the use of copyrighted materials in face-to-face teaching. The TEACH Act (Technology, Education and Copyright Harmonization Act) addresses faculty use and display of works in on-line teaching. Under the TEACH Act, audiovisual works, motion pictures, and dramatic musical works may be shown to online students only in reasonable and limited portions.

Unless the proposed use of a copyrighted work falls qualifies under the fair use doctrine or the TEACH Act, the College will require an employee or student to obtain a license or permission, or work with the College to obtain such license or permission, from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder's work for instructional, curricular, or extracurricular purposes stating how the content may be used, for what purpose, who may use it, and for how long.

V. Responsible Administrators and Training

College contracts and agreements for performance rights (i.e., ASCAP, BMI, SESAC, GMRO) are maintained in the Instructional Innovation and Support and Purchasing Offices. Instructional Innovation and Support will coordinate reports to licensing agencies with campus performance departments. Questions relating to College performance rights and any associated rights should be directed to Instructional Innovation and Support.

Full-time employees and adjunct (part-time) faculty must successfully complete copyright training offered annually by San Jacinto College.

The College designates the Instructional Innovation and Support Office to provide general oversight of the copyright function for the College, to provide information about the law and procedures, and to provide guidance to promote compliance with the law.

The College designates the Assistant Vice Chancellor for Instructional Innovation and Support to receive notification of alleged online copyright infringement and to be listed as the designated agent with the U.S. Copyright Office. The College website will include information on how to contact the College's designated agent. Upon notification, the College's agent shall take all actions necessary to remedy any violation. The College shall provide the designated agent with appropriate training and resources.

VI. Defense of Employees

Unless prohibited by law, San Jacinto Community College may defend an employee against a civil action alleging copyright infringement where (a) the use is in accordance with the provisions of a valid software license agreement, (b) the permission of the copyright owner was obtained, or (c) the College's legal counsel has determined that the use is otherwise permissible. Otherwise, the employee will be personally responsible for the defense of a civil action for copyright infringement and the payment of damages, if awarded.

VII. Posting of Notices

Attachment 7  
Proposed Procedure – Clean

All San Jacinto Community College offices are responsible for posting notices reflecting this policy at all computer and photocopying stations that may be used for reproducing copyrighted materials (e.g., in departmental copy rooms, libraries, and at or near all computer stations). The following is a suggested form of notice:

“Copyright Notice”

“Copying, displaying, or distributing copyrighted works may infringe on the owner’s copyright. The Instructional Innovation and Support Office at San Jacinto Community College can provide guidance to employees with questions about whether a proposed use of a copyrighted work is a fair use or requires permission. Any use of computer or duplication devices that infringes on copyrighted works is subject to appropriate disciplinary action as well as those civil remedies and criminal penalties provided by federal law.”

Date of SLT Approval	September 24, 2024
Effective Date	Anticipated December 10, 2024
Associated Policy	Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials
Primary Owner of Policy Associated with the Procedure	Deputy Chancellor/President
Secondary Owner of Policy Associated with the Procedure	Assistant Vice Chancellor Instructional Innovation and Support

**Procedure V.5003.C.b, College Marks**

**Associated Policy**

**Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials**

**Procedures**

A trademark or service mark may be a word, name, symbol, device, or any combination thereof that is used by its owner to identify or distinguish goods or services from those of others. Trademark and service marks are protected under Section 45 of the Trademark Act, 15 U.S.C. 1127.

San Jacinto College holds the rights to College marks, taglines, slogans, artwork, photographs, and other images. The unauthorized use of a San Jacinto College trademark in conjunction with the product, service, or business of an individual, group, or corporation may damage the College’s reputation or inaccurately imply College endorsement where none exists.

The San Jacinto College External Relations offices maintains exemplars of all items related to the College brand. The Vice President for Marketing and Public Relations is responsible for the oversight and enforcement of appropriate use of these marks by employees, vendors, local businesses, and members of the community.

Employees may use College marks in work product created for the College, including, for example, an instructional presentation, syllabus, or program handbook.

Inquiries on licensing or use of College marks may be obtained from the External Relations office. Information also is available on the College website at <https://www.sanjac.edu/information-for/business-partners/doing-business-with-san-jac/brand-standards>.

Date of SLT Approval	September 24, 2024
Effective Date	Anticipated December 10, 2024
Associated Policy	Policy V.5003.C, Appropriate Use of Copyrighted and Trademarked Materials
Primary Owner of Policy Associated with the Procedure	Deputy Chancellor/President
Secondary Owner of Policy Associated with the Procedure	Assistant Vice Chancellor Instructional Innovation and Support



**SAN JACINTO COMMUNITY COLLEGE DISTRICT  
PURCHASE RECAP  
December 9, 2024**

<b>PURCHASE REQUESTS AND CONTRACT RENEWALS</b>		
<i>No.</i>	<i>Purchase Requests</i>	<i>Amounts</i>
#1	Consideration of Approval to Contract for Property Insurance Brokerage and Risk Management Services	\$ 4,800,000
#2	Consideration of Delegation of Authority to Contract for Biotechnology Equipment	3,000,000
#3	Consideration of Approval to Purchase Online Test Proctoring Solution	584,000
#4	Consideration of Approval to Purchase Electronic Access Control Products and Services	330,000
#5	Consideration of Approval for Additional Funds and Contract Renewal for Full Catering Services	310,000
#6	Consideration of Approval to Contract for Consulting and Engineering Services	300,000
	<b>TOTAL OF PURCHASE REQUESTS</b>	<b><u>\$ 9,324,000</u></b>

**Purchase Request #1**  
**Regular Board Meeting December 9, 2024**  
**Consideration of Approval to Contract for Property Insurance Brokerage**  
**and Risk Management Services**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve a contract with McGriff, Seibels and Williams for property insurance brokerage and risk management services for the safety, health, environment, and risk management (SHERM) department.

**BACKGROUND**

Request for proposals (RFP) #25-08 was issued on October 9, 2024, to procure property insurance brokerage and risk management services, which complies with the competitive procurement requirements per Texas Education Code §44.031(a). Five responses were received and evaluated by a team comprised of representatives from facilities services, internal audit, SHERM, and emergency management services who determined the proposal submitted by McGriff, Seibels and Williams will provide the best value to the College.

During the RFP process, the College enlisted consulting services of Pozmantier, Williams and Stone insurance consultants to review the proposals and provide objective third-party review of submissions. The firm also assists in the overall review of the College’s insurance portfolio.

**IMPACT OF THIS ACTION**

Approval of a contract for these services through McGriff, Seibels and Williams will ensure the College’s provision of quality service and broad coverage through strategic direction and researched opportunities. This will ensure continuity of property insurance coverage for the College to help navigate property challenges and claims on an “as-needed” basis.

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

The estimated annual expenditure is \$4,800,000 and will be funded from the SHERM department’s 2024-2025 operating budget and subsequent year budgets.

**MONITORING AND REPORTING TIMELINE**

The initial one-year award term will commence on May 1, 2025, through April 30, 2026, with four one-year renewal options.

**ATTACHMENTS**

Attachment 1 - Tabulation

**RESOURCE PERSONNEL**

Susana Gonzalez	281-998-6129	susana.gonzalez@sjcd.edu
Farrah Khalil	281-998-6326	farrah.khalil@sjcd.edu

**RFP #25-08**  
**Property Insurance Brokerage & Risk Management Services**  
**Attachment 1 – Tabulation**

**QUALIFICATIONS**

#	Vendors	Section 1: Firm and Personnel	Section 2: Scope Understanding	Section 3: Broker Key Metrics	Section 4: References	Section 5: Exceptions to Terms	Total Points
	<i>Total Points</i>	<i>20</i>	<i>35</i>	<i>10</i>	<i>10</i>	<i>5</i>	<i>80</i>
1	<b>McGriff, Seibels &amp; Williams</b>	18.30	31.50	9.00	9.50	4.88	<b>73.18</b>
2	<b>USI Southwest, Inc</b>	18.00	30.63	9.50	9.80	4.88	<b>72.81</b>
3	<b>Alliant Insurance Services, Inc</b>	18.40	33.25	9.50	9.25	4.13	<b>74.53</b>
4	<b>EPIC Brokerage</b>	16.30	29.14	8.50	5.48	4.88	<b>64.30</b>
5	<b>Higginbotham Insurance Agency</b>	13.90	26.25	9.50	8.50	3.63	<b>61.78</b>

**FINAL SCORES**

#	Vendors	Qualification Score	Price Score	Final Score
	<i>Total Points</i>	<i>80</i>	<i>20</i>	<i>100</i>
1	McGriff, Seibels & Williams	73.18	19.74	<b>92.92</b>
2	USI Southwest, Inc	72.81	20.00	<b>92.81</b>
3	Alliant Insurance Services, Inc	74.53	12.00	<b>86.53</b>
4	EPIC Brokerage	64.30	6.00	<b>70.30</b>
5	Higginbotham Insurance Agency	61.78	4.29	<b>66.07</b>

**Purchase Request #2**  
**Regular Board Meeting December 9, 2024**

**Consideration of Delegation of Authority to Contract for Biotechnology Equipment**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees authorize the Chancellor or her designee to approve acquisition contracts for instructional equipment to support the Center for Biotechnology at Generation Park.

**BACKGROUND**

The Center for Biotechnology building at Generation Park will be completed in May 2025. The program has identified a need for equipment to support the curriculum. This includes bioreactors, cell processing equipment, chromatographs, and ultra-low temperature freezers.

In November 2024, the Board supported the use of \$3,000,000 from existing 2015 Bond Generation Park Opportunity Funds for the acquisition of required equipment. The acquisition strategy is to request pricing for both new and previously owned equipment. Items which exceed \$50,000 and cannot be sourced through quotes will be formally solicited through Requests for Proposals (RFP), which complies with the competitive procurement requirements per Texas Education Code §44.031(a). If available, items may also be formally sourced through cooperative contract programs, which complies with the competitive procurement requirements per Texas Education Code §44.031(a)(4) and is permitted through Texas Government Code §791.011(g).

**IMPACT OF THIS ACTION**

Approval of this action will authorize the Chancellor or her designee to approve multiple purchases for the best value offerings to fulfill the instructional requirements of the program until the allocated funds are depleted. Ideally, these offerings will include used equipment with a limited window of availability, but costs dramatically less than new systems. Obtaining this authority in advance ensures that the College will be able to acquire suitable equipment within such restricted windows of availability.

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

The cost of these acquisitions will not exceed \$3,000,000 in the aggregate. No individual item is expected to exceed \$400,000. The project is funded from the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

This project will be managed by capital projects and biotechnology department staff.

**ATTACHMENTS**

None.

**RESOURCE PERSONNEL**

Chuck Smith	281-998-6341	charles.smith@sjcd.edu
Nicole Bradley	281-998-3548	nicole.bradley@sjcd.edu
Kimberly Adams	281-998-2614	kimberly.adams@sjcd.edu

**Purchase Request #3**  
**Regular Board Meeting December 9, 2024**  
**Consideration of Approval to Purchase Online Test Proctoring Solution**

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the purchase of online test proctoring solution from Honorlock, Inc. for the instructional innovation and support department.

## **BACKGROUND**

Honorlock, Inc. provides an online proctoring solution, utilizing Artificial Intelligence (AI) and live pop-in proctors to support online instruction to increase academic integrity in online examinations. Honorlock, Inc. will replace the existing solution that does not provide live proctoring support. The recommendation to contract and implement a more robust solution was included as part of San Jac Online strategic plan.

Honorlock, Inc. has a contract through the OMNIA cooperative contracts program to provide online proctoring, contract #4900000530, which complies with the competitive procurement requirements per Texas Education Code §44.031(a)(4) and is permitted through Texas Government Code §791.011(g).

## **IMPACT OF THIS ACTION**

Honorlock, Inc. will provide faculty who teach online with a more robust online proctoring solution to support academic integrity for the online learning process. This solution provides the ability to set course specific requirements for testing parameters, have live proctors address testing issues at the time they occur, and provide video for faculty review. Honorlock, Inc. offers a “Search & Destroy” technology that searches the internet to identify exam questions that have been shared and provide simple steps to control compromised content. Honorlock, Inc. also provides immediate support for all questions and technical issues for both faculty and students through a chat function in the system.

Approval of this request will allow this technology to be available for faculty through the Blackboard course sites beginning in January 2025 through August 2026.

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

The total expenditure for this request is \$584,000 and will be funded from the instructional innovation and support department’s 2024-2025 operating budget and subsequent year budgets.

## **MONITORING AND REPORTING TIMELINE**

The contract term will begin on or after January 1, 2025, and continue through August 31, 2026. Personnel within the instructional innovation and support department will monitor contract requirements and oversee implementation and operation of the solution. They will also be responsible for providing training for faculty and students to utilize the available services.

**Purchase Request #3**  
**Regular Board Meeting December 9, 2024**  
**Consideration of Approval to Purchase Online Test Proctoring Solution**

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Niki Whiteside	281-991-2660	niki.whiteside@sjcd.edu
Karen Allen	281-998-6106	karen.allen@sjcd.edu

**Purchase Request #4**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval to Purchase Electronic Access Control Products and Services**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the purchase of electronic access control products and services from Custom Access and Integration (Custom Access) for the facilities services and capital projects departments.

**BACKGROUND**

Custom Access provides the College with services for the installation, repair, maintenance, licensing, and programming of access control systems and equipment throughout the College. Additional funding has been allocated for a vestibule standardization project, focused on improving the functionality of the entry components of various buildings on the College campuses.

Custom Access has a contract to provide security systems products and services through the TIPS cooperative contracts program, contract #230202, that complies with competitive procurement requirements in Texas Education Code §44.031(a)(4) and is permitted through Texas Government Code §791.001(g).

**IMPACT OF THIS ACTION**

Approval of this request will allow the College to procure the electronic components and services needed to improve the vestibule entries of various College buildings, in order to function more efficiently and reduce the College’s consumption of energy. Additionally, Custom Access will continue to provide maintenance and repair needs for all electronic entrances at the College.

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

The estimated total expenditure for this request is \$330,000 and will be funded from the facilities services department’s 2024-2025 operating budget and the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

None

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Chuck Smith	281-998-6341	charles.smith@sjcd.edu
John Haugen	281-476-1880	john.haugen@sjcd.edu
Genevieve Scholes	281-998-6349	genevieve.scholes@sjcd.edu

**Consideration of Approval for Additional Funds and Contract Renewal for Full Catering Services**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve additional funds and renewal of the contract with City View Catering to provide full catering services for college events.

**BACKGROUND**

On January 29, 2024, the Board of Trustees approved the first of four contract renewals with City View Catering. Due to the College's upcoming holiday events, additional funds are needed for the remainder of the current contract term. In order to continue to meet the College's catering needs, approval is also needed for the new contract term beginning in February 2025.

Request for Proposals (RFP) #23-13 was issued on November 7, 2022, to procure full catering services, which complies with the competitive procurement requirements per Texas Education Code §44.031(a). The Board approved the original contract with City View Catering on January 30, 2023.

**IMPACT OF THIS ACTION**

Full catering services are frequently used by the College for on-campus events. It is not uncommon to have multiple college events successively scheduled within the same week or month. In order to efficiently accommodate events, full catering services have been historically utilized by the College on a consistent and recurring basis. These events are best supported by the reservation and utilization of full catering services. Full catering services, with servers and waitstaff, allow events to reflect the College's value of excellence.

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

In January 2024, the Board approved an expenditure of \$220,000 for catering services. This request will increase the approved amount by \$30,000 for a total expenditure of \$250,000 for the remaining contract term. This request will also approve the annual expenditure of \$280,000 for the new contract term. The total approval of this request is \$310,000 and will be funded from multiple departments' 2024-2025 operating budgets and subsequent year budgets.

**MONITORING AND REPORTING TIMELINE**

The current contract term will expire February 5, 2025. The new contract term will be February 6, 2025, through February 5, 2026, which will exercise the second of four renewal options.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Damon Harris	281-998-6103	damon.harris@sjcd.edu
Farrah Khalil	281-998-6326	farrah.khalil@sjcd.edu



**Purchase Request #6**  
**Regular Board Meeting December 9, 2024**

**Consideration of Approval to Contract for Consulting and Engineering Services**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the contract for consulting and engineering services from Wylie Consulting Engineers for the capital projects departments.

**BACKGROUND**

In August 2023, the Board approved a pool award of engineers and construction technical consultants procured through request for qualifications (RFQ) #23-27. Such services are classified as professional services pursuant to §2254 of the Texas Government Code.

Wylie Consulting Engineers is one of the firms awarded, and they have been selected as the most qualified firm to develop a retro-commissioning program for the College. They will work with the College's facilities energy management team to ensure each of the systems are properly verified for functionality and performance. Campuses included in this project are Central, South, and District.

**IMPACT OF THIS ACTION**

Approval of this request will allow the College to focus on measures including any hydronic leaks, sensor calibration or replacement, and controller programming. This will include the latest energy sequence, dynamic temperature and pressure reset on pumps and air handling units, and repair and replacements of actuators and valves. Additional outcomes include reduced old engineering flow minimums, reduced outside air intake, coil cleaning suggestions, and general energy conservation.

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

The estimated total expenditure for this request is \$300,000 and will be funded from the LoanSTAR program.

**MONITORING AND REPORTING TIMELINE**

None

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

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

**Item "A"**  
**Regular Board Meeting December 9, 2024**

**Approval of the Minutes for the November 4, 2024, Workshop, and Regular Board Meeting**

**RECOMMENDATION**

The Chancellor requests that the Board of Trustees approve the minutes for the November 4, 2024, Workshop and Regular Board Meeting.

## San Jacinto College District Board Workshop November 4, 2024

The Board of Trustees of the San Jacinto Community College District met for a Board Workshop at 5:00 p.m., Monday, November 4, 2024, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

### MINUTES

	<b>Board Workshop Attendees:</b>	<b>Board Members:</b> Dr. Michelle Cantú-Wilson, Erica Davis Rouse, Marie Flickinger, Dan Mims, John Moon, Jr., Keith Sinor, Larry Wilson <b>Chancellor:</b> Brenda Hellyer <b>Other:</b> Christian Bionat, Mandi Reiland, Teri Zamora
	<b>Agenda Item:</b>	<b>Discussion/Information</b>
<b>I.</b>	<b>Call the Meeting to Order</b>	Chair Flickinger called the workshop to order at 5:02 p.m.
<b>II.</b>	<b>Roll Call of Board Members</b>	Chair Flickinger conducted a roll call of the Board members:  Dr. Michelle Cantú-Wilson Erica Davis Rouse, Assistant Secretary Marie Flickinger, Chair Dan Mims John Moon, Jr., Vice Chair Keith Sinor, Secretary Larry Wilson
<b>III.</b>	<b>Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071 and 551.074 of the Texas Open Meetings Act, for the following purposes: Legal Matters and Personnel Matters</b>	Chair Flickinger adjourned to closed session at 5:03 p.m.  The Board members listed above as attending and Chancellor Brenda Hellyer were present for the closed session. Also, Christian Bionat, Mandi Reiland, and Teri Zamora were present for the closed session.  a. Legal Matters - For the purpose of a private consultation with the Board’s attorney on any or all subjects or matters authorized by law. It was determined after the time of posting that a consultation with an attorney was not needed.  b. Personnel Matters - For the purpose of considering the appointment, employment, evaluation, reassignment,

		<p>duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.</p> <ul style="list-style-type: none"> <li>• Review process for Board appointment</li> </ul> <p>Christian Bionat left the workshop after closed session.</p>
<b>IV.</b>	<b>Reconvene in Open Meeting</b>	Chair Flickinger reconvened to open meeting at 6:06 p.m.
<b>V.</b>	<b>Review of Process and Candidates for Member of Harris Central Appraisal District</b>	<p>Teri Zamora provided an overview of the State’s new process for the structure of appraisal district boards and how appraisal district directors in counties with a population of 75,000 or more are elected. There will now be five directors elected by the voting taxing units in Harris County, which includes community college districts. The size of the Board will increase from six to nine members. Five directors will be elected by the voting taxing units in Harris County, which includes community college districts. The county tax assessor-collector will serve as a voting ex officio director, and the three additional directors are elected at-large by the voters of the county. The College was allowed to nominate up to five candidates but decided not to.</p> <p>Nominations were received for the following eight candidates:</p> <ol style="list-style-type: none"> <li>1) Cassandra Auzenne Bandy</li> <li>2) Jonathan Cowen</li> <li>3) Martina Lemond Dixon</li> <li>4) Bill Frazer</li> <li>5) Melissa Noriega</li> <li>6) Jim Robinson</li> <li>7) Paul Shanklin</li> <li>8) Mike Sullivan</li> </ol> <p>Five of these candidates are already on the Harris Central Appraisal District (HCAD) Board. Their terms will expire December 31, 2024.</p> <p>Dr. Brenda Hellyer explained that she spoke with Mike Sullivan, and he originally was not planning to run for the Board again due to the new process being so cumbersome. He was nominated by several cities and decided to stay on the ballot. He also sent an email addressed to the Board</p>

		<p>explaining his qualifications, which was included in the folders they received for the Board workshop.</p> <p>Brenda explained the voting process. The College can allocate any number of votes toward any of the eight candidates, as long as the total votes equal 50.</p> <p>The Board discussed the candidates and determined Mike Sullivan would receive all 50 of the College’s votes pending approval of the action item at tonight’s meeting.</p>
<b>VI.</b>	<b>Review Request for Allocation of Funds for Equipment at Center for Biotechnology</b>	<p>Teri explained the Center for Biotechnology is currently being set up with basic equipment. We expect more enhanced equipment will be funded via grants, state appropriations, and donations. She provided an overview of the basic equipment the College already owns. The needed additional start-up equipment for the Center of Biotechnology includes general equipment, small- and large-scale bioreactors, cell processing equipment, and downstream equipment totaling \$3 million. The request is for this \$3 million to be funded from the Generation Park Opportunity Fund. The current total available in the fund is \$16,800,000. The new balance of the fund, if approved, will be \$13,800,000. The College will continue to seek other funding sources but needs to begin purchasing plans thus the allocation of funding is needed at this point.</p> <p>The Board members were supportive of this plan.</p>
<b>VII.</b>	<b>Review of Calendar</b>	<p>Brenda reviewed the calendar and asked the Board members to let Mandi Reiland know if they would like to attend any events. She informed them that several campus activities have been added in case they would like to attend any.</p>
<b>VIII.</b>	<b>General Discussion of Meeting Items</b> <b>a. Additional Purchasing Support Documents</b>	<p>Brenda explained the Board delegated a contract for the North Campus Welcome Center renovation during the October 7, 2024, Board meeting. This contract was awarded to Andres Construction Services.</p>
<b>IX.</b>	<b>Adjournment</b>	<p>Chair Flickinger adjourned the meeting at 6:28 p.m.</p>

**San Jacinto Community College District**  
**Regular Board Meeting Minutes**  
**November 4, 2024**

The Board of Trustees of the San Jacinto Community College District met at 7:00 p.m. for a regularly scheduled Board meeting on Monday, November 4, 2024, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**Attendance**

**Present:**

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

**Chancellor:** Brenda Hellyer

**Others Present:** Kacie Allen, Tanesha Antoine, Jesse Bernal, Christian Bionat, Robert Cage, Jaquelynn Conger, Matt Crow, Kim DeLauro, Destry Dokes, Dianne Duron, Teddy Farias, Rachel Garcia, George González, Allatia Harris, Angel Hinojosa, Carin Hutchins, Sallie Kay Janes, Bryan Jones, Matt Keim, Aaron Knight, Kevin McKisson, DeRhonda McWaine, Kelly Mizell, Beverly Moon, Kevin Morris, Alexander Okwonna, Joe Pena, JoEllen Price, JR Ragaisis, Sandra Ramirez, Mandi Reiland, Shelley Rinehart, Chuck Smith, Danny Snooks, Rob Stanicic, Jessica Tello, Niki Whiteside, Van Wigginton, Laurel Williamson, Teri Zamora, Joanna Zimmermann

I. Call the Meeting to Order

Chair Flickinger called the regular meeting of the Board of Trustees to order at 7:00 p.m.

II. Roll Call of Board Members

Chair Flickinger conducted a roll call of the Board members.

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

III. Invocation and Pledge to the Flags

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

IV. Special Announcements, Recognitions, Introductions, and Presentations

1. Dan Mims and John Moon, Jr. provided an overview of the recent Association of Community College Trustees Leadership Congress.

2. Laurel Williamson recognized Alexander Okwonna for receiving the Community Excellence Award from the Community Assistance Provider (CAP) of Greater Pearland.
3. The recognition of San Jacinto College for Receiving the North American Marine Environment Protection Association (NAMEPA) 2024 Maritime Academies Award was tabled to December.
4. Teri Zamora recognized San Jacinto College for Receiving the Exemplary Practice Award from the Community College Business Officers.

V. Student Success Presentations

1. JoEllen Price provided updates on Financial Aid.

VI. Communications to the Board of Trustees

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

1. 2024 Honors Program Annual Report
2. November Opportunity News
3. Fall Senior Focus
4. Chair Flickinger announced her retirement from the Board effective at the close of the November 4, 2024 Board Meeting.

VII. Public Comment

There were no citizens desiring to speak before the Board.

VIII. Informative Reports to the Board

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

- A. San Jacinto College Financial Statements
  1. San Jacinto College Monthly Financial Statements September 2024
  2. San Jacinto College Monthly Investment Report September 2024
- B. San Jacinto College Foundation Financial Statements
- C. Capital Improvement Program

IX. Consideration of Approval of Amendment to the 2024-2025 Budget for Restricted Revenue and Expenses Relating to Federal, State, and Local Grants/Contracts

**Motion 10399:**

Motion moved by Dr. Michelle Cantú-Wilson and motion seconded by John Moon, Jr.  
Motion Carried.

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

Nays: None

X. Consideration of Approval of Policy IV.4004.B, Performance Management for Full-Time Faculty, Staff, and Administrators - Second Reading

**Motion 10400:**

Motion moved by Larry Wilson and motion seconded by Keith Sinor. Motion Carried.

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

Nays: None

- XI. Consideration of Approval of Policy IV.4004.A, Secondary Review of Validated Performance Rating - Second Reading

**Motion 10401:**

Motion moved by John Moon, Jr. and motion seconded by Erica Davis Rouse. Motion carried.

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

Nays: None

- XII. Consideration of Approval of Policy IV.4005.B, Definitions - Second Reading

**Motion 10402:**

Motion moved by Keith Sinor and motion seconded by John Moon, Jr. Motion Carried.

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

Nays: None

- XIII. Consideration of a Resolution for Casting a Ballot for the Election of Member(s) to the Board of Directors of the Harris Central Appraisal District

**Motion 10403:**

Motion was made by Larry Wilson to cast 50 votes for Mike Sullivan as San Jacinto College's vote for member of the Harris Central Appraisal District Board of Directors.

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

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

Nays: None

- XIV. Consideration of Approval of Joint Participation Interlocal Agreement with Harris County

**Motion 10404:**

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

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

Nays: None



XV. Consideration of Approval of Policy #, Appropriate Use of Copyrighted and Trademarked Materials - First Reading (Informational Item)

No vote required.

XVI. Consideration of Approval of Trustee Resignation and Method to Fill Vacated Trustee Position by Appointment

**Motion 10405:**

Dan Mims motioned that the Board accept the resignation of Trustee Flickinger, effective upon the adjournment of this meeting, and conduct an appointment process as set out in the Board's Bylaws to fill the resulting vacancy.

Motion moved by Dan Mims and motion seconded by Erica Davis Rouse. Motion carried.

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

Nays: None

Chancellor Hellyer provided comments about the Board appointment process. The application for appointment is available on the College's website and should be submitted with an interest statement and resume via email to [chancellor@sjcd.edu](mailto:chancellor@sjcd.edu) or in person to 4624 Fairmont Pkwy., Suite 200, Pasadena, TX 77504, by 5:00 p.m. on November 19, 2024.

XVII. Consideration of Purchasing Requests

#1	Consideration of Approval to Contract for Maritime Pool Heating and Cooling Systems (BBC)	\$	303,900
#2	Consideration of Approval to Contract for Design-Build for Generation Park Clean Room (BBC)		250,000
#3	Consideration of Approval of Additional Funds for Energy Efficiency Projects		600,000
#4	Consideration of Approval of Additional Funds for HVAC Equipment and Services		350,000
#5	Consideration of Approval of Additional Funds for the Customer Relationship Management Contract		116,125
#6	Consideration of Approval of Additional Funds for HVAC Equipment and Services for for Energy Efficiency Projects		200,000
#7	Consideration of Approval to Contract for Carpet & Flooring Services		150,000
#8	Consideration of Approval to Purchase Graduation Event License		130,000

#9 Consideration of Approval to Renew the Contract for Semi-Tractor and Bus Maintenance and Repair 100,000

**TOTAL OF PURCHASE REQUESTS** \$ 2,200,025

**Motion 10406:**

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

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

Nays: None

XVIII. Consent Agenda

- A. Approval of the Minutes for the October 7, 2024, Workshop, Public Tax Hearing, and Regular Board Meeting
- B. Approval of the Budget Transfers
- C. Approval of Personnel Recommendations, Extra Services Agreements (ESA), and Educational Advancement Incentives
- D. Approval of the Affiliation Agreements
- E. Approval of the Next Regularly Scheduled Meeting on December 9, 2024

**Motion 10407:**

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

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

Nays: None

XIX. Items for Discussion/Possible Action

Chair Marie Flickinger provided closing remarks. Each Board member provided comments thanking Chair Flickinger for her service and dedication to the College.

XX. Adjournment

Chair Flickinger adjourned the meeting at 7:50 p.m.

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve budget transfers for October 2024 which have been made in accordance with appropriate accounting procedures.

### **BACKGROUND**

Adoption of the budget by the Board of Trustees prior to September 1 of each year serves as the authorization to expend funds for the next fiscal year. The budget is adopted by functional classification (or cost elements: Instruction, Public Service, Academic Support, Student Services, Institutional Support, and Operation and Maintenance of Plant) as defined by the National Association of College and University Business Officers (NACUBO). Realizing that the budget is a living document that reflects the evolving needs of the College in terms of meeting goals and objectives, occasional movement of budgeted funds between cost elements is desirable and warranted. The budget transfers under consideration represent previously authorized expenditures that are requested to be reclassified from one cost element to another cost element.

### **IMPACT OF THIS ACTION**

Approval of the budget transfers allows the College to more effectively utilize existing resources in fulfilling its instructional objectives.

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

This request is a reclassification of existing authorizations.

### **MONITORING AND REPORTING TIMELINE**

None

### **ATTACHMENTS**

Attachment 1 – October Budget Transfer

### **RESOURCE PERSONNEL**

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Carin Hutchins	281-998-6109	carin.hutchins@sjcd.edu
Dianne Duron	281-998-6347	dianne.duron@sjcd.edu

SAN JACINTO COLLEGE DISTRICT  
 Budget Transfers Related to Fiscal Year 2024-25  
 for October 2024

ELEMENT OF COST	DEBIT	CREDIT
INSTRUCTION	\$ 756	\$ 689
PUBLIC SERVICE	\$ 200	\$ -
ACADEMIC SUPPORT	\$ 489	\$ 5,496
STUDENT SERVICES	\$ 1,500	\$ 497
INSTITUTIONAL SUPPORT	\$ 6,697	\$ 33,137
PHYSICAL PLANT	\$ 30,881	\$ 703
AUXILIARY ENTERPRISES	\$ -	\$ -
	<b>\$ 40,523</b>	<b>\$ 40,523</b>

**RECOMMENDATION**

The administration recommends that the Board of Trustees approve the following Affiliation Agreements:

**North, South, and Central Campuses**

Department

Health Sciences (Affiliation Agreement)

Affiliation Entity

The University of Texas Health Science Center at Houston

Nursing (Program Agreement)

The University of Texas Health Science Center at Houston

**North and South Campuses**

Department

Mental Health (Program Agreement)

Affiliation Entity

The University of Texas Health Science Center at Houston

**South Campus**

Department

Pharmacy Technician

Affiliation Entity

QuVa Pharma, Inc.

Physical Therapy Assistant

Kids Therapy, SET

Physical Therapy Assistant

The Pelvic Place Physical Therapy

**RATIONALE**

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

**FISCAL IMPLICATIONS TO THE COLLEGE**

N/A

**CONTACT PERSONNEL**

Daniel J. Snooks, Attorney

Laurel Williamson

281-998-6184

laurel.williamson@sjcd.edu

**Item “E”**  
**Regular Board Meeting December 9, 2024**  
**Approval of the Next Regularly Scheduled Meeting**

**RECOMMENDATION**

The next regularly scheduled meeting of the Board of Trustees will be Monday, January 27, 2025.

**Item "F"**  
**Regular Board Meeting December 9, 2024**  
**Approval of the Minutes for the December 2, 2024, Special Board Meeting**

**RECOMMENDATION**

The Chancellor requests that the Board of Trustees approve the minutes for the December 2, 2024, Special Board Meeting.

**San Jacinto Community College District  
Special Board Meeting Minutes**

**December 2, 2024**

The Board of Trustees of the San Jacinto Community College District met for a Special Board Meeting at 1:30 p.m. on Monday, December 2, 2024, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**Attendance**

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

**Chancellor:** Brenda Hellyer

**Others Present:** Matt Keim and Mandi Reiland

I. Call the Meeting to Order

Vice Chair Moon, Jr. called the Special Board Meeting to order at 1:39 p.m.

II. Roll Call of Board Members

Vice Chair Moon, Jr. conducted a roll call of the Board members.

Dr. Michelle Cantú-Wilson

Erica Davis Rouse, Assistant Secretary

Dan Mims

John Moon, Jr., Vice Chair

Keith Sinor, Secretary

Larry Wilson

III. Vice Chair John Moon, Jr. adjourned to closed session at 1:40 p.m.

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

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

Brenda Hellyer, Mandi Reiland, and the Board were present for a conference call with attorney, Micki Morris.

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

1. Consideration of Applicants for Appointment to Position 3 of the San Jacinto College Board of Trustees

a. Brenda Hellyer and Mandi Reiland joined the Board for the first 30 minutes of the closed session. The Board members conducted interviews of the eligible applicants for consideration for appointment to Position 3 of the San Jacinto College Board of Trustees. The Board asked Brenda and Mandi to rejoin the closed



session following the interviews to discuss next steps in the appointment process.

IV. Reconvene in Open Meeting

Vice Chair Moon, Jr. reconvened to open meeting at 6:30 p.m.

V. Adjournment (recessed)

Vice Chair Moon, Jr. announced that the Board of Trustees would recess this Special Board Meeting until 9:00 a.m., Tuesday, December 3, 2024.

VI. Reconvening of Open Meeting

Vice Chair Moon, Jr. called the reconvening of the December 2, 2024, Special Board Meeting to order at 9:00 a.m. on December 3, 2024.

VII. Roll Call of Board Members

Vice Chair Moon, Jr. conducted a roll call of the Board members.

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

VIII. Vice Chair John Moon, Jr. adjourned to closed session at 9:03 a.m.

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

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

It was determined after the time of posting that a consultation with an attorney was not needed.

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

1. Consideration of Applicants for Appointment to Position 3 of the San Jacinto College Board of Trustees

a. Brenda Hellyer and Mandi Reiland joined the Board for the beginning of the closed session. The Board members conducted a follow up interview with one of the eligible applicants for consideration for appointment to Position 3 of the San Jacinto College Board of Trustees. The Board asked Brenda and Mandi to rejoin the Board at the end of the closed session to discuss next steps in the appointment process.

IX. Reconvene in Open Meeting

Vice Chair Moon, Jr. reconvened to open meeting at 10:13 a.m.

X. Adjournment

Vice Chair Moon, Jr. adjourned the Special Board Meeting at 10:13 a.m.