

*Board of Trustees
Meeting*

September 9, 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, September 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

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

**BOARD WORKSHOP
AGENDA**

I. Call the Meeting to Order

II. Roll Call of Board Members

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

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

B. 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.

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

IV. Reconvene in Open Meeting

V. Review and Approval of Junior College Assessment Report (JCAR) and Emergency Management Plan

VI. Enrollment Update – Fall 2024

VII. Update on Property Tax Rate Adoption

VIII. Review and Discussion of Annual Internal Audit Report

A. Summary of FY2023-2024 Internal Audit Work

B. Proposed FY2024-2025 Plan

IX. Update on Process for Election of Appraisal District Board Members

X. Review Request for Funding Allocations from 2015 Bond Contingency and Interest Earnings

XI. Review of Calendar

XII. Complete Conflict of Interest Forms

XIII. General Discussion of Meeting Items

A. Additional Purchasing Support Documents

XIV. 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, September 5, 2024, this notice was posted to the College’s website, on a bulletin board located at a place convenient to the public at the administrative building of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, and is readily accessible to the public upon request.

Brenda Hellyer, Ed.D.

September 5, 2024

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

The Board of Trustees of the San Jacinto Community College District will meet for a regularly scheduled Board meeting at 7:00 p.m. on Monday, September 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

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

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

A link to a public comments form is available at: www.sanjac.edu/request-speak-to-board
The form must be completed prior to 11:00 a.m. on September 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 recorded and made available to the public on the College's website.

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

**BOARD MEETING
AGENDA**

I. Call the Meeting to Order

II. Roll Call of Board Members

III. Invocation and Pledge to the Flags

IV. Special Announcements, Recognitions, Introductions, and Presentations

A. Governor's Texas Veterans Commission's Veteran Education Excellence Award

Presenter: Joanna Zimmermann

V. Student Success Presentations

**A. Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)
5th Year Reaffirmation Report**

Presenter: Chris Duke

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 July 2024

2. San Jacinto College Monthly Investment Report July 2024

B. San Jacinto College Foundation Financial Statements

C. Capital Improvement Program

D. San Jacinto College Building Committee Minutes

ACTION ITEMS

IX. Consideration of Approval of Amendment to the 2023-2024 Budget for Restricted Revenue and Expenses Relating to Federal, State, and Local Grants/Contracts

X. Consideration of Approval of Policy III.3000.A, Campus Carry - Second Reading

XI. Consideration of Approval of 2024 Proposed Tax Rate, Review of Final No-New-Revenue and Voter-Approval Tax Rate Calculations and Approve Date to Adopt Tax Rate

XII. Consideration of Approval of Memorandum of Understanding with First Baptist Christian Academy for Dual Credit

XIII. Consideration of Approval of Memorandum of Understanding with Pueblos Royal Christian School for Dual Credit

XIV. Consideration of Approval of Memorandum of Understanding with Bay Area Christian School for Dual Credit

PURCHASING REQUESTS

XV. Consideration of Purchasing Requests

CONSENT AGENDA

XVI. Consent Agenda

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

A. Approval of the Minutes for the August 12, 2024, Workshop and Regular Board Meeting

B. Approval of the Budget Transfers

C. Approval of Personnel Recommendations, Extra Service Agreements (ESA), and 2024-2025 Stipends and Market Premiums Salary Schedule

D. Approval of the Affiliation Agreements

E. Approval of the Next Regularly Scheduled Meeting

XVII. Items for Discussion/Possible Action

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

XVIII. Adjournment

Closed Session Authority

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

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Brenda Hellyer, Ed.D.

San Jacinto College Monthly Financial Statements
July 2024

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

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Current assets:		
Cash and cash equivalents	\$ 75,066,938	\$ 67,871,883
Investments	9,925,850	30,056,902
Accounts receivable - taxes	5,256,975	5,838,707
Accounts receivable	28,909,114	32,828,144
Deferred charges	3,626,429	4,121,396
Inventories	434,916	422,438
Total current assets	<u>123,220,221</u>	<u>141,139,471</u>
Noncurrent assets:		
Restricted cash and cash equivalents	84,772,476	90,239,046
Other long term investments	19,979,950	-
Capital assets, net	714,067,126	722,878,705
Total noncurrent assets	<u>818,819,552</u>	<u>813,117,751</u>
Total assets	<u>942,039,773</u>	<u>954,257,222</u>
Deferred outflows of resources:		
Deferred outflow related to pensions	21,400,078	12,486,706
Deferred outflow related to OPEB	16,454,021	19,256,731
Deferred outflow related to defeased debt	3,771,696	4,629,254
Total deferred outflows of resources	<u>41,625,795</u>	<u>36,372,690</u>
Liabilities		
Current liabilities:		
Accounts payable	15,017,622	13,339,596
Accrued liabilities	10,212,134	10,417,171
Accrued compensable absences and deferred compensation	2,417,317	2,429,062
Deferred revenues	21,691,329	20,866,437
Total current liabilities	<u>49,338,402</u>	<u>47,052,266</u>
Noncurrent liabilities:		
Net pension liability	49,944,685	20,637,425
Net OPEB liability	96,184,800	112,279,723
Bonds and notes payable	643,808,818	664,745,507
Total noncurrent liabilities	<u>789,938,303</u>	<u>797,662,655</u>
Total liabilities	<u>839,276,705</u>	<u>844,714,921</u>
Deferred inflows of resources:		
Deferred inflows related to pensions	5,790,103	25,055,564
Deferred inflows related to OPEB	34,752,051	18,658,275
Deferred Inflows - Lease Receivable	1,227,296	1,382,492
Total deferred inflows of resources	<u>41,769,451</u>	<u>45,096,331</u>
Net assets		
Beginning of year - audited	83,260,534	79,484,620
Current year addition	19,358,879	21,334,040
Total net position	<u>\$ 102,619,413</u>	<u>\$ 100,818,660</u>

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

11 Unrestricted Funds

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
State Appropriations	\$ 54,995,750	\$ 54,995,750	100.00%	\$ 37,383,426	90.50%
State Appropriations - FAST	2,900,000	2,143,287	73.91%	-	0.00%
Local Taxes - Maintenance & Operations	84,770,000	82,382,575	97.18%	79,657,311	100.18%
Credit Tuition	66,345,000	66,368,648	100.04%	59,019,503	99.23%
Credit Exemptions & Waivers	(8,400,000)	(9,934,258)	118.26%	(8,305,994)	99.43%
Continuing Education					
CPET	525,000	332,924	63.41%	516,326	98.62%
Biotechnology	500,000	7,000	1.40%	-	-
Maritime Transportation	2,000,000	1,764,299	88.21%	1,961,776	91.78%
Continuing Professional Development (CPD)	6,360,000	3,776,957	59.39%	5,124,969	88.83%
Continuing Education Exemptions & Waivers	(45,000)	(25,671)	57.05%	(51,720)	84.61%
Bad Debt	(1,000,000)	(916,698)	91.67%	(644,387)	45.45%
Sales & Services	1,800,000	3,078,683	171.04%	1,927,485	61.02%
Insurance Proceeds - Winter Storm	-	7,541	-	-	-
Investment Income	6,000,000	5,444,730	90.75%	3,937,408	90.27%
HEERF Lost Revenue	-	-	-	8,138,108	105.21%
Total Revenues	216,750,750	209,425,768	96.62%	188,664,210	97.19%
Expenditures					
Instruction	87,028,629	81,428,531	93.57%	74,538,323	93.49%
Public Service	19,819	16,907	85.31%	37,609	91.91%
Academic Support	20,506,841	16,552,842	80.72%	14,348,256	94.92%
Student Services	21,325,404	17,937,523	84.11%	14,021,952	87.56%
Institutional Support	56,539,250	48,601,002	85.96%	42,735,229	86.81%
Physical Plant	26,346,024	21,547,232	81.79%	19,991,507	83.98%
Total Expenditures	211,765,967	186,084,038	87.87%	165,672,877	90.07%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	4,984,783	8,660,981	173.75%	7,554,656	89.29%
Net Increase (Decrease) in Net Position	\$ -	\$ 14,680,748		\$ 15,436,677	

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

Federal Restricted Funds

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Grants	\$ 60,768,530	\$ 61,903,715	101.87%	\$ 73,179,258	97.18%
Total Revenues	60,768,530	61,903,715	101.87%	73,179,258	97.18%
Expenditures					
Instruction	1,624,037	1,199,507	73.86%	1,203,273	87.41%
Public Service	286,771	150,198	52.38%	197,445	99.09%
Academic Support	10,156,414	4,214,776	41.50%	6,424,903	91.14%
Student Services	454,920	316,560	69.59%	3,585,612	98.37%
Institutional Support	934,417.30	544,779	58.30%	14,155,286	92.33%
Physical Plant	1,085,303	103,817	9.57%	490,387	98.14%
Scholarships and Fellowships	46,226,667	55,374,079	119.79%	47,122,352	99.83%
Total Expenditures	60,768,530	61,903,715	101.87%	73,179,258	97.18%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ -		\$ -	

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

State Restricted Funds

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
State Paid Benefits	\$ 12,215,000	\$ 12,175,892	99.68%	\$ 11,059,377	87.16%
Grants	8,673,529	5,890,000	67.91%	2,608,327	98.71%
Total Revenues	20,888,529	18,065,892	86.49%	13,667,704	89.15%
Expenditures					
Instruction	7,122,428	6,385,811	89.66%	5,944,740	87.27%
Public Service	15,448	15,962	103.33%	20,214	90.43%
Academic Support	2,186,127	1,491,374	68.22%	1,548,948	83.04%
Student Services	1,895,238	1,920,337	101.32%	1,581,713	86.56%
Institutional Support	3,025,273	2,633,501	87.05%	2,404,426	89.69%
Physical Plant	14,524	-	-	-	-
Scholarships and Fellowships	6,629,492	5,618,908	84.76%	2,167,664	102.88%
Total Expenditures	20,888,529	18,065,893	86.49%	13,667,704	89.15%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ -		\$ -	

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

Local Restricted Funds

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Grants	\$ 7,817,679	\$ 4,849,153	62.03%	\$ 4,180,000	98.62%
Total Revenues	7,817,679	4,849,153	62.03%	4,180,000	98.62%
Expenditures					
Instruction	-	-	-	-	-
Public Service	232,134	199,676	86.02%	128,994	84.44%
Academic Support	1,828,466	415,309	22.71%	55,261	55.78%
Student Services	6,156	2,000	32.49%	17,533	99.74%
Institutional Support	41,188	29,534	71.70%	51,261	90.17%
Physical Plant	250,000	-	-	-	-
Scholarships and Fellowships	5,982,000	4,442,638	74.27%	4,085,162	99.19%
Total Expenditures	8,339,944	5,089,156	61.02%	4,338,210	98.15%
Transfers Among Funds					
Transfers In	(522,265)	(224,706)	43.03%	(156,131)	81.64%
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ (15,297)		\$ (2,080)	

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

27 FAST & TPEG

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
State Appropriations - FAST	\$ -	\$ 2,200,888	-	\$ -	-
Tuition - Credit & Non Credit - TPEG	3,100,000	3,223,937	104.00%	2,935,315	98.52%
Total Revenues	3,100,000	5,424,825	174.99%	2,935,315	96.61%
Expenditures					
Scholarships and Fellowships - FAST	-	2,200,888	-	-	-
Scholarships and Fellowships - TPEG	3,100,000	3,528,831	113.83%	3,082,490	98.41%
Total Expenditures	3,100,000	5,729,719	184.83%	3,082,490	98.41%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ (304,894)		\$ (147,175)	

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

28 Private Gifts and Donations

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Sales & Services	\$ -	\$ 75,914	-	\$ -	-
Grants	60,000	-	-	102,000	100.00%
Total Revenues	60,000	75,914	126.52%	102,000	100.00%
Expenditures					
Instruction	-	29,971	-	29,671	87.25%
Institutional Support	60,000	-	-	102,000	100.00%
Total Expenditures	60,000	29,971	49.95%	131,671	96.81%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ 45,944		\$ (29,671)	

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

Auxiliary Enterprises

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Auxiliary Services	\$ 3,073,000	\$ 2,805,534	91.30%	\$ 2,351,417	85.24%
Total Revenues	3,073,000	2,805,534	91.30%	2,351,417	85.24%
Expenditures					
Labor	730,462	730,718	100.04%	617,996	88.63%
Benefits	106,042	120,380	113.52%	117,793	89.13%
Supplies	667,199	564,767	84.65%	450,472	86.77%
Travel	226,391	305,823	135.09%	252,445	98.61%
Contracted Services	122,991	122,680	99.75%	182,633	87.80%
Utilities	200	-	-	-	-
Scholarships and Fellowships	1,219,715	1,216,147	99.71%	1,084,199	99.95%
Total Expenditures	3,073,000	3,060,514	99.59%	2,705,539	93.38%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ (254,980)		\$ (354,122)	

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

Fund 95 Retirement of Indebtedness

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Local Taxes - Debt Service	40,100,400	39,072,529	97.44%	37,835,455	100.39%
Investment Income	-	352,678	-	338,356	92.79%
Total Revenues	40,100,400	39,425,207	98.32%	38,173,810	100.32%
Expenditures					
Institutional Support - Principal	18,554,029	18,554,029	100.00%	15,155,000	100.00%
Institutional Support - Interest	25,008,889	20,720,792	82.85%	21,411,133	88.98%
Total Expenditures	43,562,918	39,274,822	90.16%	36,566,133	93.24%
Transfers Among Funds					
Transfers In	(3,462,518)	(2,436,275)	70.36%	(2,398,525)	-
Transfers Out	-	-	-	-	-
Adjustment for Debt Principal Payment ¹	(18,554,029)	(18,554,029)	100.00%	(15,155,000)	100.00%
Net Increase (Decrease) in Net Position	\$ 18,554,029	\$ 21,140,690		\$ 19,161,202	

1

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

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

Fund 97 Investment in Plant

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Expenditures					
Depreciation	\$ 29,800,000	\$ 26,867,378	90.16%	\$ 25,146,772	88.92%
Total Expenditures	29,800,000	26,867,378	90.16%	25,146,772	88.92%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Adjustment for Capital Purchases ¹	(2,709,223)	(1,261,192)	46.55%	(4,217,768)	81.62%
Net Increase (Decrease) in Net Position	\$ (27,090,777)	\$ (25,606,186)		\$ (20,929,003)	

1

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

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

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
State Appropriations	\$ 67,210,750	\$ 67,171,642	99.94%	\$ 48,442,803	89.71%
State Appropriations - FAST	2,900,000	4,344,175	149.80%	-	-
Local Taxes - Maintenance & Operations	84,770,000	82,382,575	97.18%	79,657,311	100.18%
Local Taxes - Debt Service	40,100,400	39,072,529	97.44%	37,835,455	100.51%
Credit Tuition	69,445,000	69,592,585	100.21%	61,954,817	99.20%
Credit Exemptions & Waivers	(8,400,000)	(9,934,258)	118.26%	(8,305,994)	99.43%
Continuing Education					
CPET	525,000	332,924	63.41%	516,326	98.62%
Biotechnology	500,000	7,000	1.40%	-	0.00%
Maritime Transportation	2,000,000	1,764,299	88.21%	1,961,776	91.78%
Continuing Professional Development	6,360,000	3,776,957	59.39%	5,124,969	88.83%
Continuing Education Exemptions & Waivers	(45,000)	(25,671)	57.05%	(51,720)	84.61%
Bad Debt	(1,000,000)	(916,698)	91.67%	(644,387)	45.45%
Sales & Services	1,800,000	3,154,598	175.26%	1,927,485	61.02%
Insurance Proceeds - Winter Storm	-	7,541		-	-
Investment Income	6,000,000	5,797,409	96.62%	4,275,764	89.34%
Investment Income - Restricted Funds	-	3,672,855	-	3,198,211	90.20%
HEERF Lost Revenue	-	-	-	8,138,108	105.21%
Auxiliary Services	3,073,000	2,805,534	91.30%	2,351,417	85.24%
Grants	69,672,059	67,906,676	97.47%	75,936,064	99.19%
Local Grants	7,647,679	4,736,193	61.93%	4,133,520	72.14%
Total Revenues	352,558,888	345,648,864	98.04%	326,451,923	97.02%
Expenditures					
Instruction	95,775,094	89,043,819	92.97%	81,716,006	92.94%
Public Service	554,172	382,742	69.07%	384,263	92.53%
Academic Support	34,677,847	22,674,300	65.39%	22,377,368	92.74%
Student Services	23,681,718	20,176,421	85.20%	19,206,810	89.32%
Institutional Support	104,163,046	91,083,638	87.44%	96,014,334	90.06%
Physical Plant	27,695,852	21,651,049	78.17%	20,481,894	84.21%
Scholarships and Fellowships	61,938,159	71,165,344	114.90%	56,457,668	99.82%
Auxiliary Enterprises	3,073,000	3,060,515	99.59%	2,705,539	93.38%
Depreciation	29,800,000	26,867,378	90.16%	25,146,772	88.92%
Total Expenditures	381,358,888	346,105,206	90.76%	324,490,652	92.02%
Transfers Among Funds					
Transfers In	(4,984,783)	(8,660,981)	173.75%	(7,554,656)	79.40%
Transfers Out	4,984,783	8,660,981	173.75%	7,554,656	79.40%
Adjustment for Debt Principal Payment ¹	(18,554,029)	(18,554,029)	100.00%	(15,155,000)	100.00%
Adjustment for Capital Purchases ¹	(2,709,223)	(1,261,192)	46.55%	(4,217,768)	81.62%
Net Increase (Decrease) in Net Position	\$ (7,536,749)	\$ 19,358,879		\$ 21,334,040	

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

Capital Improvement Program

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

Fund 91 Capital Projects

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Investment Income	\$ -	\$ 3,225,591	-	\$ 3,176,179	92.53%
Total Revenues	-	3,225,591	-	3,176,179	92.53%
Expenditures					
SECO-Energy Conservation Projects	686,729	306,088	44.57%	2,249,865	-
Bond Program	57,673,209	10,377,150	17.99%	15,110,203	84.49%
Total Expenditures	58,359,937	10,683,238	18.31%	17,360,068	84.73%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ (58,359,937)	\$ (7,457,647)		\$ (14,183,889)	

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

Fund 93 Renewal and Replacement

	Adjusted Budget	Actual 91.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Interest Earnings	\$ -	\$ 447,264	-	\$ 22,032	19.44%
Total Revenues	-	447,264	-	22,032	19.44%
Expenditures					
District Energy Savings Projects	917,656	55,954	6.10%	-	-
Total Expenditures	917,656	55,954	6.10%	-	-
Transfers Among Funds					
Transfers In	(1,000,000)	(6,000,000)	600.00%	(5,000,000)	100.00%
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ 82,344	\$ 6,391,310		\$ 5,022,032	

San Jacinto College Monthly Investment Report
July 2024

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

		<u>Fair Market Value</u>	<u>Book Value</u>
Beginning Value	July 1, 2024	\$ 196,955,102	\$ 196,964,882
Additions/Subtractions (Net)		(7,274,638)	(7,274,638)
Change in Fair Market Value*		64,750	-
Ending Value	July 31, 2024	<u>\$ 189,745,214</u>	<u>\$ 189,690,244</u>

Earnings for the Month of July	\$ 874,826
Weighted Average Maturity at Ending Period Date (Days)	1.00
Weighted Average Earnings Rate	5.4295%
Benchmark - One Year Treasury Yield	4.7300%

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

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

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

Description	Held At	Annualized Interest Rate	Purchase Date	Maturity	Par	Fair Market Value	Book Value	% of Total Portfolio	Days to Maturity	Weighted Avg. Mat.		
Short-Term Investments - Unrestricted Funds												
Demand Deposits												
Credit Cards in Transit	Heartland	N/A	N/A	08/01/24	\$ N/A	\$ 60,231	\$ 60,231	0.03%	1	0.00		
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	N/A	08/01/24	N/A	(1,049,939)	(1,049,939)	-0.55%	1	-0.01		
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chase Bank	3.850%	N/A	08/01/24	N/A	6,418,946	6,418,946	3.38%	1	0.03		
JPMorgan Payroll	JPMorgan Chase Bank	N/A	N/A	08/01/24	N/A	(16,178)	(16,178)	-0.01%	1	0.00		
JPMorgan Worker's Comp	JPMorgan Chase Bank	N/A	N/A	08/01/24	N/A	(3,329)	(3,329)	0.00%	1	0.00		
Petty Cash	Campus Business Offices	N/A	N/A	08/01/24	N/A	19,067	19,067	0.01%	1	0.00		
Pool Accounts												
LSIP Corporate Overnight Plus Fund - Operating Funds	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	51,336,103	51,336,103	27.06%	1	0.27		
TexPool - Operating	TexPool	5.3173%	N/A	08/01/24	N/A	102,984	102,984	0.05%	1	0.00		
TexPool - PRIME - Operating	TexPool	5.4594%	N/A	08/01/24	N/A	21,721,356	21,721,356	11.45%	1	0.11		
Investments												
US Agency Note, CUSIP 3130ATVD6	BNY Mellon	4.875%	01/27/23	09/13/24	5,000,000	4,996,650	5,026,000	2.65%	44	0.03		
US Agency Note, CUSIP 3130AWGD6	BNY Mellon	4.690%	06/16/23	06/13/25	10,000,000	9,975,600	10,000,000	5.27%	317	0.05		
US Agency Note, CUSIP 3130AWLY4	BNY Mellon	5.125%	07/13/23	06/13/25	5,000,000	5,007,700	5,027,750	2.65%	317	0.03		
US Agency Note, CUSIP 3133ENEJ5	BNY Mellon	5.181%	11/30/23	11/18/24	5,000,000	4,934,150	4,799,500	2.53%	110	0.03		
US Agency Note, CUSIP 3130AYKY1	BNY Mellon	4.800%	01/30/24	01/22/25	5,000,000	4,991,700	4,997,580	2.63%	175	0.03		
Short-Term Investments - Restricted (Bond) Funds												
Pool Accounts												
LSIP Corporate Overnight Plus Fund - GOB Debt Service	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	11,358,585	11,358,585	5.99%	1	0.06		
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	25,742	25,742	0.01%	1	0.00		
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	4,244	4,244	0.00%	1	0.00		
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	41,511	41,511	0.02%	1	0.00		
LSIP Corporate Overnight Plus Fund - 2009 Bond Earnings	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	197,528	197,528	0.10%	1	0.00		
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	21,989	21,989	0.01%	1	0.00		
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	44,306,302	44,306,302	23.36%	1	0.23		
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	11,560,569	11,560,569	6.09%	1	0.06		
LSIP Corporate Overnight Plus Fund - 2023 Bond Proceeds	Lone Star Investment Pool	5.4448%	N/A	08/01/24	N/A	515,491	515,491	0.27%	1	0.00		
TexPool PRIME - 2021 Bond Proceeds	TexPool	5.4594%	N/A	08/01/24	N/A	13,218,213	13,218,213	6.97%	1	0.07		
Grand Total - Cash, Cash Equivalents, and Investments					\$	30,000,000	\$	189,745,214	\$	189,690,244	100.00%	1.00

Weighted Average to Maturity at Ending Period Date (Days)			
ACFR, Note 4			
0.01%	\$ 19,067	Petty cash on hand	0.00
81.38%	154,410,617	Investment pools	0.81
2.86%	5,409,731	Bank deposits - demand deposits	0.03
15.76%	29,905,800	U. S. government securities	0.16
100.00%	\$ 189,745,214	Total cash, cash equivalents, and investments	1.00

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

Description	Held At	Annualized Interest Rate	Maturity	Par	6/30/2024	6/30/2024	7/31/2024	7/31/2024	Additions/Subtractions	LTD	July	September
					Ending Fair Market Value	Ending Book Value	Ending Fair Market Value	Ending Book Value	and Change in Fair Market Value For the Month	Unrealized Gain/Loss	Earnings	through June Earnings
Short-Term Investments - Unrestricted Funds												
Demand Deposits												
Credit Cards in Transit	Heartland	N/A	08/01/24	\$ N/A	\$ 21,138	\$ 21,138	\$ 60,231	\$ 60,231	\$ 39,093	\$ N/A	\$ N/A	\$ N/A
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	08/01/24	N/A	(410,353)	(410,353)	(1,049,939)	(1,049,939)	(639,586)	N/A	N/A	N/A
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chase Bank	3.850%	08/01/24	N/A	5,510,401	5,510,401	6,418,946	6,418,946	908,544	N/A	13,359	86,543
JPMorgan Payroll	JPMorgan Chase Bank	N/A	08/01/24	N/A	(16,622)	(16,622)	(16,178)	(16,178)	444	N/A	N/A	N/A
JPMorgan Worker's Comp	JPMorgan Chase Bank	N/A	08/01/24	N/A	4,513	4,513	(3,329)	(3,329)	(7,842)	N/A	N/A	N/A
Petty Cash	campus Business Offices	N/A	08/01/24	N/A	19,067	19,067	19,067	19,067	-	N/A	N/A	N/A
Sub Total Demand Deposits				\$ N/A	\$ 5,128,145	\$ 5,128,145	\$ 5,428,798	\$ 5,428,798	\$ 300,653	\$ N/A	\$ 13,359	\$ 86,543
Pool Accounts												
TexPool - Operating	TexPool	5.3173%	08/01/24	\$ N/A	\$ 115,835	\$ 115,835	\$ 102,984	\$ 102,984	\$ (12,851)	\$ N/A	\$ 2,303	\$ 50,421
TexPool PRIME - Operating	TexPool	5.4594%	08/01/24	N/A	26,450,593	26,450,593	21,721,356	21,721,356	(4,729,237)	N/A	121,638	812,039
LSIP Corporate Overnight Plus Fund - Operating Funds	Lone Star Investment Pool	5.4448%	08/01/24	N/A	53,226,990	53,226,990	51,336,103	51,336,103	(1,890,887)	N/A	236,863	3,120,153
Sub Total Pool Accounts				\$ N/A	\$ 79,793,418	\$ 79,793,418	\$ 73,160,443	\$ 73,160,443	\$ (6,632,975)	\$ N/A	\$ 360,803	\$ 3,982,613
Investments												
US Agency Note, CUSIP 3130ATXK8	BNY Mellon	4.900%	11/28/23	-	-	-	-	-	-	-	-	72,000
US Agency Note, CUSIP 3130AUM92	BNY Mellon	4.750%	01/19/24	-	-	-	-	-	-	-	-	115,808
US Agency Note, CUSIP 3130ATVD6	BNY Mellon	4.875%	09/13/24	5,000,000	4,993,350	5,026,000	4,996,650	5,026,000	3,300	(29,350)	20,313	223,438
US Agency Note, CUSIP 3130AWGD6	BNY Mellon	4.690%	06/13/25	10,000,000	9,953,700	10,000,000	9,975,600	10,000,000	21,900	(24,400)	39,083	408,095
US Agency Note, CUSIP 3130AWLY4	BNY Mellon	5.125%	06/13/25	5,000,000	4,996,200	5,027,750	5,007,700	5,027,750	11,500	(20,050)	21,354	223,254
US Agency Note, CUSIP 3133ENEJ5	BNY Mellon	5.181%	11/18/24	5,000,000	4,914,200	4,798,500	4,934,150	4,799,500	19,950	134,650	20,354	161,375
US Agency Note, CUSIP 3130AYKY1	BNY Mellon	4.800%	01/22/25	5,000,000	4,983,600	4,987,580	4,991,700	4,997,580	8,100	(5,880)	19,792	118,750
Sub Total Investments				\$ 30,000,000	\$ 29,841,050	\$ 29,850,830	\$ 29,905,800	\$ 29,850,830	\$ 64,750	\$ 54,970	\$ 120,896	\$ 1,322,720
Sub Total - Short-Term Investments - Unrestricted Funds				\$ 30,000,000	\$ 114,762,613	\$ 114,772,393	\$ 108,495,040	\$ 108,440,070	\$ (6,267,572)	\$ 54,970	\$ 495,058	\$ 5,381,877
Short-Term Investments - Restricted (Bond) Funds												
Pool Accounts												
LSIP Corporate Overnight Plus Fund - GOB Debt Service	Lone Star Investment Pool	5.4448%	08/01/24	N/A	11,178,712	11,178,712	11,358,585	11,358,585	179,873	N/A	52,123	352,678
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.4448%	08/01/24	N/A	25,624	25,624	25,742	25,742	118	N/A	118	1,309
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.4448%	08/01/24	N/A	4,225	4,225	4,244	4,244	19	N/A	19	210
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.4448%	08/01/24	N/A	41,320	41,320	41,511	41,511	191	N/A	191	5,105
LSIP Corporate Overnight Plus Fund - 2009 Bond Earnings	Lone Star Investment Pool	5.4448%	08/01/24	N/A	196,621	196,621	197,528	197,528	907	N/A	907	10,434
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.4448%	08/01/24	N/A	21,888	21,888	21,989	21,989	101	N/A	101	1,086
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.4448%	08/01/24	N/A	44,102,912	44,102,912	44,306,302	44,306,302	203,390	N/A	203,390	2,167,587
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.4448%	08/01/24	N/A	11,507,500	11,507,500	11,560,969	11,560,969	53,069	N/A	53,069	447,284
LSIP Corporate Overnight Plus Fund - 2023 Bond Proceeds	Lone Star Investment Pool	5.4448%	08/01/24	N/A	513,124	513,124	515,491	515,491	2,366	N/A	2,366	15,491
TexPool PRIME - 2021 Bond Proceeds	TexPool	5.4594%	08/01/24	N/A	14,800,564	14,800,564	13,218,213	13,218,213	(1,382,351)	N/A	87,483	1,004,389
Sub Total Pool Accounts				\$ N/A	\$ 82,192,490	\$ 82,192,490	\$ 81,250,174	\$ 81,250,174	\$ (942,316)	\$ N/A	\$ 379,768	\$ 4,025,533
Sub Total - Short-Term Investments - Restricted (Bond) Funds				\$ N/A	\$ 82,192,490	\$ 82,192,490	\$ 81,250,174	\$ 81,250,174	\$ (942,316)	\$ N/A	\$ 379,768	\$ 4,025,533
Grand Total - Cash, Cash Equivalents, and Investments				\$ 30,000,000	\$ 196,955,102	\$ 196,964,882	\$ 189,745,214	\$ 189,690,244	\$ (7,209,888)	\$ 54,970	\$ 874,826	\$ 9,417,410

San Jacinto College Foundation Financial Statements
July 2024

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

	Current Year			Previous Year			Difference		
	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total
ASSETS									
Current Assets									
Checking/Savings									
General Fund	\$3,448,897	-	\$3,448,897	\$2,784,635	-	\$2,784,635	\$664,261	-	\$664,261
Other Funds	-	-	-	-	-	-	-	-	-
Total Checking/Savings	3,448,897	-	3,448,897	2,784,635	-	2,784,635	664,261	-	664,261
Accounts Receivables	2,710,405	-	2,710,405	2,571,080	-	2,571,080	139,325	-	139,325
Other Current Assets									
Short Term Investments									
Goldman Sachs - SS2 (Endowed)		21,852,123	21,852,123		19,193,371	19,193,371	-	2,658,752	2,658,752
Goldman Sachs - SSF (Non-Endowed)		3,651,387	3,651,387		7,776,754	7,776,754	-	(4,125,367)	(4,125,367)
Goldman Sachs - FDN - HOE	768,086		768,086	506,109		506,109	261,978	-	261,978
Goldman Sachs - FDN-SSE (Endowed)	2,741,958		2,741,958	1,774,801		1,774,801	967,157	-	967,157
Goldman Sachs - FDN	15,119,828		15,119,828	13,240,858		13,240,858	1,878,970	-	1,878,970
Total SJC Short Term Investments	18,629,873	25,503,510	44,133,382	15,521,767	26,970,125	42,491,892	3,108,105	(1,466,615)	1,641,490
Total Current Assets	24,789,174	25,503,510	50,292,684	20,877,483	26,970,125	47,847,607	3,911,691	(1,466,615)	2,445,077
TOTAL ASSETS	24,789,174	25,503,510	50,292,684	20,877,483	26,970,125	47,847,607	3,911,691	(1,466,615)	2,445,077
LIABILITIES & NET ASSETS									
Liabilities									
Current Liabilities									
Accounts Payable									
Grants Payable	103,113	-	103,113	109,321	-	109,321	(6,208)	-	(6,208)
Programs Payable	2,030	-	2,030	2,030	-	2,030	-	-	-
Endowments Payable	328,707	-	328,707	233,364	-	233,364	95,343	-	95,343
Scholarship Payables	819,592	554,064	1,373,656	248,176	2,475,627	2,723,803	571,416	(1,921,563)	(1,350,147)
Student Success Payables	65,915	-	65,915	143,071	-	143,071	(77,156)	-	(77,156)
Total Accounts Payable	1,319,357	554,064	1,873,421	735,963	2,475,627	3,211,590	583,394	(1,921,563)	(1,338,169)
Total Current Liabilities	1,319,357	554,064	1,873,421	735,963	2,475,627	3,211,590	583,394	(1,921,563)	(1,338,169)
Total Liabilities	1,319,357	554,064	1,873,421	735,963	2,475,627	3,211,590	583,394	(1,921,563)	(1,338,169)
NET ASSETS									
Net Assets Without Donor Restrictions	3,870,122	24,488,344	28,358,466	3,018,825	24,004,479	27,023,303	851,298	483,865	1,335,163
Net Assets With Donor Restrictions	19,409,576		19,409,576	16,935,315		16,935,315	2,474,261	-	2,474,261
Net Assets	23,279,698	24,488,344	47,768,042	19,954,139	24,004,479	43,958,618	3,325,559	483,865	3,809,424
Net Income	190,119	461,102	651,221	187,381	490,019	677,400	2,738	(28,917)	(26,179)
Total Net Assets	23,469,817	24,949,446	48,419,263	20,141,520	24,494,498	44,636,018	3,328,297	454,948	3,783,245
TOTAL LIABILITIES & NET ASSETS	\$24,789,174	\$25,503,510	\$50,292,684	\$20,877,483	\$26,970,125	\$47,847,607	\$3,911,691	(\$1,466,615)	\$2,445,077

San Jacinto College Foundation

Statement of Activities

For the Period Ending July 31, 2024

	Current Year			Previous Year			Difference			Foundation Annual Budget	Actual % of Annual Budget
	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total		
Ordinary Income/Expense											
Income											
Contributions											
Grant Contributions	-	-	-	10,000	-	10,000	(10,000)	-	(10,000)	500,000	0%
Endowments	6,176	-	6,176	8,501	-	8,501	(2,325)	-	(2,325)	1,000,000	1%
Program Sponsorship	1,919	-	1,919	51,367	-	51,367	(49,448)	-	(49,448)	600,000	0%
Unrestricted Foundation	775	-	775	-	-	-	775	-	775	150,000	1%
Scholarships	34,547	-	34,547	72,230	-	72,230	(37,683)	-	(37,683)	650,000	5%
Total Contributions	43,417	-	43,417	142,097	-	142,097	(98,680)	-	(98,680)	2,900,000	1%
Other Income											
Investment Income	41,864	14,386	56,250	27,601	21,095	48,696	14,263	(6,709)	7,554	3,000,000	
Realized Gain / (Loss)	(1,041)	452	(590)	-	(10,264)	(10,264)	(1,041)	10,716	9,675	-	
Unrealized Gain / (Loss)	302,165	446,264	748,430	224,112	479,189	703,300	78,053	(32,924)	45,129	-	
Total Other Income	342,988	461,102	804,090	251,713	490,019	741,732	91,275	(28,917)	62,358	3,000,000	27%
Total Income	386,405	461,102	847,507	393,810	490,019	883,829	(7,406)	(28,917)	(36,323)	5,900,000	14%
Expense											
Programs											
Scholarships Awarded - SSF	-	-	-	-	-	-	-	-	-	3,000,000	0%
Scholarships Awarded - FND	113,275	-	113,275	134,884	-	134,884	(21,609)	-	(21,609)	1,000,000	11%
Programs Sponsored	9,030	-	9,030	9,918	-	9,918	(888)	-	(888)	400,000	2%
Student Success Initiatives	54,461	-	54,461	57,470	-	57,470	(3,009)	-	(3,009)	100,000	54%
Total Programs	176,766	-	176,766	202,272	-	202,272	(25,506)	-	(25,506)	4,500,000	4%
Supporting Services											
Bad Debt Expense	-	-	-	-	-	-	-	-	-	3,500	0%
Supporting Services											
Foundation Expenses	18,819	-	18,819	3,457	-	3,457	15,362	-	15,362	189,500	10%
Sponsorship Expense	700	-	700	700	-	700	-	-	-	15,000	5%
Total Supporting Services	19,519	-	19,519	4,157	-	4,157	15,362	-	15,362	204,500	10%
Total Expense	196,286	-	196,286	206,430	-	206,430	(10,144)	-	(10,144)	4,708,000	4%
Net Ordinary Income	190,119	461,102	651,221	187,381	490,019	677,400	2,738	(28,917)	(26,179)	1,192,000	
Other Income / Expenses											
Increase/Decrease in Net Position	\$190,119	\$461,102	\$651,221	\$187,381	\$490,019	\$677,400	\$2,738	(\$28,917)	(\$26,179)	\$1,192,000	

Capital Improvement Program
July 31, 2024

2015 Bond Program

Report as of July 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Central									
731603 - CC Classroom Building	47,155,000	(804,781)	46,350,219	1,788,440	48,138,659	165,811	47,235,122	737,726	98.47%
Sub-total	47,155,000	(804,781)	46,350,219	1,788,440	48,138,659	165,811	47,235,122	737,726	98.47%
North									
Sub-total	-	-	-	-	-	-	-	-	-
South									
733616 - SC BioManufacturing Program	-	750,000	750,000	-	750,000	16,617	605,490	127,893	82.95%
Sub-total	-	750,000	750,000	-	750,000	16,617	605,490	127,893	82.95%
Maritime									
736603 - MC Maritime Expansion	28,000,000	(26,631,300)	1,368,700	31,300	1,400,000	13,848	961,557	424,595	69.67%
Sub-total	28,000,000	(26,631,300)	1,368,700	31,300	1,400,000	13,848	961,557	424,595	69.67%
Generation Park									
736606 - Generation Park Opportunities	-	18,400,000	18,400,000	-	18,400,000	271,929	660,102	17,467,969	5.07%
736616 - Generation Park BioManufacturing Program	-	1,600,000	1,600,000	-	1,600,000	-	-	1,600,000	-
Sub-total	-	20,000,000	20,000,000	-	20,000,000	271,929	660,102	19,067,969	4.66%
Admin									
76605A - CW Deferred Maintenance Phase I	-	31,184,038	31,184,038	427,385	31,611,423	3,565,337	24,474,838	3,571,248	88.70%
736610 - CW Deferred Maintenance Phase II	-	4,938,284	4,938,284	-	4,938,284	1,261,521	2,204,082	1,472,681	70.18%
720100 - Program Management - AECOM	-	11,431,567	11,431,567	(11,404,113)	27,454	26,986	-	468	98.30%
736601 - Contingency	1,166,180	17,833,392	18,999,572	-	18,999,572	-	-	18,999,572	-
Sub-total	1,166,180	65,387,281	66,553,461	(10,976,728)	55,576,733	4,853,844	26,678,920	24,043,969	56.74%
Previously Completed and Closed Projects									
Sub-total	348,678,820	(58,701,200)	289,977,620	9,156,988	299,134,608	-	299,134,608	-	100.00%
TOTALS	425,000,000	-	425,000,000	-	425,000,000	5,322,049	375,275,799	44,402,152	89.55%

Center for Biotechnology at Generation Park

Report as of July 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Generation Park								
736616 GP - BioManufacturing Program (Revenue Bond)	4,000,000	-	4,000,000	4,000,000	4,000,000	-	-	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	-	1,600,000	1,600,000	-	-	1,600,000	-
Sub-total	7,500,000	-	7,500,000	7,500,000	5,900,000	-	1,600,000	78.67%
TOTALS	7,500,000	-	7,500,000	7,500,000	5,900,000	-	1,600,000	78.67%

Interest Earnings per Bond Issue

Report as of July 31, 2024

Bond Issue	Prior years Earnings as of 08.31.23	FY24 Interest Earnings	Allocated Earnings	Available Balance
2004-2011 Bond Issue Earnings	4,468,926	18,145	(4,478,750)	8,321
2016 & 2019 Bond Issue Earnings	8,480,054	23,881	(8,430,920)	73,015
2021 Bond Issue Earnings	1,736,826	980,488	(2,474,311)	243,003
2022 Bond Issue Earnings	2,117,715	2,187,587	(3,482,864)	822,438
TOTALS	16,803,521	3,210,100	(18,866,845)	1,146,776

Projects Funded with Bond Interest Earnings

Projects	Allocated Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Central					
731615 - CC - C3 Low Roof Replacement	563,932	515,587	32,583	15,762	97.21%
731616 - CC - C5 Roof Upgrade	1,008,201	33,450	279	974,472	3.35%
Sub-total	1,572,134	549,037	32,863	990,234	37.01%
North					
732614 - NC - N7, N8 & N9 Roof Replacement	2,115,545	8,400	1,988,004	119,141	94.37%
732615 - NC - N2 Roof Replacement	1,703,274	-	-	1,703,274	-
Sub-total	3,818,819	8,400	1,988,004	1,822,415	52.28%
South					
733615 - SC - S7 & S9 Roof Replacement	2,319,532	3,681	2,230,041	85,810	96.30%
733617 - SC - S11 Roof Replacement	680,990	645,055	289	35,646	94.77%
733618 - SC - S14 Roof Replacement	580,523	-	-	580,523	-
Sub-total	3,581,045	648,736	2,230,330	701,979	80.40%
Gen Park					
736616 - GP - BioManufacturing Prg	1,900,000	1,900,000	-	-	100.00%
Sub-total	1,900,000	1,900,000	-	-	100.00%
Closed Projects					
Multiple Projects, Salaries & benefits	7,994,847	-	7,994,847	-	100.00%
Sub-total	7,994,847	-	7,994,847	-	100.00%
TOTALS	18,866,845	3,106,173	12,246,044	3,514,628	81.37%

Future Capital Projects

Report as of July 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
College Wide								
Sportsfields Upgrades	-	2,400,000	2,400,000	2,400,000	19,078	-	2,380,922	0.79%
Future Capital Projects (929602)	-	9,160,569	9,160,569	9,160,569	-	-	9,160,569	-
TOTALS	-	11,560,569	11,560,569	11,560,569	19,078	-	11,541,492	-

Repair and Renovation

Report as of July 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Central								
F24016 CC - Exterior Wayfinding	-	54,347	54,347	54,347	54,347	-	-	100.00%
F24052 CC - C12.100 Slocomb Lighting	-	27,863	27,863	27,863	25,489	-	2,374	91.48%
F24066 CC - C19.265 STEM Center	-	35,952	35,952	35,952	35,952	-	-	100.00%
Sub-total	-	118,162	118,162	118,162	115,788	-	2,374	97.99%
North								
F24039 NC - N17.2112a & 2112b Add Wall	-	33,555	33,555	33,555	5,358	28,197	-	100.00%
F24053 NC - N1.106 Gallery Lighting	-	34,330	34,330	34,330	34,330	-	-	100.00%
F24068 NC - Bezos Academy Audio	-	12,883	12,883	12,883	12,883	-	-	100.00%
F24070 NC - N8.129 Data	-	1,118	1,118	1,118	1,118	-	-	100.00%
Sub-total	-	81,886	81,886	81,886	53,689	28,197	-	100.00%
South								
F24003 SC - South Misc.	-	14,449	14,449	14,449	13,855	594	-	100.00%
F24017 SC - S6.110 Cashier Overhead Light	-	-	-	-	-	-	-	-
F24021 SC - S6.121G & S6.121H Room Reno	-	26,689	26,689	26,689	1,046	25,644	-	100.00%
F24046 SC - S2.237 Security Ops Buildout	-	67,193	67,193	67,193	1,222	65,971	-	100.00%
F24057 SC - S15.115/143 Glass Doors	-	4,887	4,887	4,887	4,887	-	-	100.00%
F24064 SC - S24.101 Reception Furniture	-	3,153	3,153	3,153	3,153	-	-	100.00%
F24069 SC - S7.160 Furniture Replacement	-	4,009	4,009	4,009	4,009	-	-	100.00%
Sub-total	-	120,381	120,381	120,381	28,172	92,209	-	100.00%
Maritime								
Sub-total	-	-	-	-	-	-	-	-
Generation Park								
F24037 GP - G2.221 A&P Lab	-	30,201	30,201	30,201	27,526	-	2,675	91.14%
Sub-total	-	30,201	30,201	30,201	27,526	-	2,675	91.14%
District								
F24004 DIST - Campus Misc.	-	5,000	5,000	5,000	-	2,876	2,124	57.52%
F24019 DIST - A1.101b Office Conversion	-	108,164	108,164	108,164	108,164	-	-	100.00%
F24056 DIST - A1.102 Sound Masking	-	5,893	5,893	5,893	-	5,893	-	100.00%
F24073 DIST - A1/A2 Pressure Washing	-	14,060	14,060	14,060	-	-	14,060	-
Sub-total	-	133,118	133,118	133,118	108,164	8,769	16,184	87.84%
Contingency (720700) - Major Repairs	600,000	(593,567)	6,433	6,433	-	-	6,433	-
Sub-total	600,000	(593,567)	6,433	6,433	-	-	6,433	-

Repair and Renovation

Report as of July 31, 2024

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Projects Closed								
F24001 CC - Central Misc.	-	1,005	1,005	1,005	-	1,005	-	100.00%
F24007 CC - C45.1322 CPET Worktables	-	-	-	-	-	-	-	-
F24014 CC - C45 RO Cover	-	-	-	-	-	-	-	-
F24020 CC - C1.129 IT Service Desk	-	42,911	42,911	42,911	-	42,911	-	100.00%
F24030 CC - C3 Conference Center Renovation	-	-	-	-	-	-	-	-
F24031 CC - C3 Level 3 - Demo Lockers	-	12,673	12,673	12,673	-	12,673	-	100.00%
F24032 CC - C3.142h Renovation	-	62,665	62,665	62,665	-	62,665	-	100.00%
F24033 CC - C19.365 Science Lab Renovation	-	11,594	11,594	11,594	-	11,594	-	100.00%
F24034 CC - C45.1001 Event Stage Reno	-	24,382	24,382	24,382	-	24,382	-	100.00%
F24055 CC - C15.217H TouchDown Stations	-	10,425	10,425	10,425	-	10,425	-	100.00%
F24002 NC - North Misc.	-	9,070	9,070	9,070	-	9,070	-	100.00%
F24009 NC - N17 Wallpaper Removal & Paint	-	111,319	111,319	111,319	-	111,319	-	100.00%
F24010 NC - N12.100 Sensory Room Ph II	-	-	-	-	-	-	-	-
F24012 NC - N24.103 & N24.105 Esthetics Lab	-	114,834	114,834	114,834	-	114,834	-	100.00%
F24015 NC - N14.112b Legal Resource Center	-	9,621	9,621	9,621	-	9,621	-	100.00%
F24018 NC - N7.2112j & N7.2118a Private Door	-	-	-	-	-	-	-	-
F24023 NC - N8.112 IT Service Desk	-	64,446	64,446	64,446	-	64,446	-	100.00%
F24025 NC - N24.121 Replacement Facial Beds	-	15,715	15,715	15,715	-	15,715	-	100.00%
F24040 NC - N17.1059-59a&1061 Wall Removal	-	33,015	33,015	33,015	-	33,015	-	100.00%
F24043 NC - Baseball Rebrand and Painting	-	45,337	45,337	45,337	-	45,337	-	100.00%
F24044 NC - Furniture for N1, N6, and N9	-	25,387	25,387	25,387	-	25,387	-	100.00%
F24045 NC - N12.205 Card Access Repair	-	4,825	4,825	4,825	-	4,825	-	100.00%
F24051 NC - Baseball Batting Cage Netting	-	19,500	19,500	19,500	-	19,500	-	100.00%
F24058 NC - N8.219 Furniture	-	10,858	10,858	10,858	-	10,858	-	100.00%
F24065 NC - N17.3055 STEM Center	-	14,718	14,718	14,718	-	14,718	-	100.00%
F24008 SC - S1.377 BioManufacturing Lab	-	115,133	115,133	115,133	-	115,133	-	100.00%
F24011 SC - S24.103 Esthetics Lab	-	95,173	95,173	95,173	-	95,173	-	100.00%
F24022 SC - S12.118 IT Service Desk	-	65,760	65,760	65,760	-	65,760	-	100.00%
F24028 SC - S1.170 Undergraduate Research	-	-	-	-	-	-	-	-
F24042 SC - Softball Field Rebrand	-	45,109	45,109	45,109	-	45,109	-	100.00%
F24067 SC - S8 Data and Electric	-	18,564	18,564	18,564	-	18,564	-	100.00%
F24005 GP - GEN P Misc.	-	569	569	569	-	569	-	100.00%
F24013 MT - Maritime Gate	-	33,940	33,940	33,940	-	33,940	-	100.00%
F24024 MT - Parking Lot Expansion	-	-	-	-	-	-	-	-
F24035 MT - Maritime Handrail Phase II	-	5,000	5,000	5,000	-	5,000	-	100.00%
F24038 MT - Maritime Access Control Modification	-	8,728	8,728	8,728	-	8,728	-	100.00%
F24006 EDGE - E-1 Lab Furniture	-	-	-	-	-	-	-	-
F24029 EDGE - E1.232 Conference Room	-	9,749	9,749	9,749	-	9,749	-	100.00%
F24026 DIST - CW Roof Safety	-	79,644	79,644	79,644	-	79,644	-	100.00%
F24036 DIST - CW Stopper Stations	-	22,955	22,955	22,955	-	22,955	-	100.00%
F24041 DIST - CW Chair Reupholster	-	19,547	19,547	19,547	-	19,547	-	100.00%
Sub-total	-	1,164,170	1,164,170	1,164,170	-	1,164,170	-	100.00%
TOTALS	600,000	1,054,350	1,654,350	1,654,350	333,339	1,293,345	27,665	98.33%

BOARD BUILDING COMMITTEE
SAN JACINTO COMMUNITY COLLEGE DISTRICT
August 27, 2024

Members Present: John Moon, Jr., Keith Sinor, Dr. Michelle Cantú-Wilson,
Members Absent: Marie Flickinger
Other Trustees Present: None
Others Present: Ron Andell, Christian Bionat, Heidi Cartzendafner, Brenda Hellyer, Angela Klaus, Genie Scholes, Charles Smith, and Teri Zamora

- I. Keith Sinor called the meeting to order at 4:02 p.m.
- II. Roll call of the Committee members was taken by Keith Sinor:
 - Marie Flickinger (Ex-officio member), Absent
 - John Moon, Jr., Present
 - Dr. Michelle Cantú-Wilson, Present
 - Keith Sinor, Present
- III. Approval of Minutes from the February 20, 2024, Building Committee Meeting was completed. Motion was made by M. Cantú-Wilson to accept the minutes and seconded by J. Moon, Jr.
- IV. Recommended Projects and Delivery Methods which will provide the best value to the College (Discussion led by Chuck Smith)
 - Bond Funds
 - Consideration of Approval to Contract for Maritime Campus Heating Coil Replacement
 - This item requests approval for a contract with HTX Industries, LLC for the heating coil replacement project at the Maritime Campus.
 - On February 1, 2021, the Board authorized the delegation of authority to approve the method of procurement best suited for each construction or renovation project. On June 26, 2024, the Chancellor’s designee approved the competitive sealed proposals (CSP) methodology for the heating coil replacement project. Detailed project plans and specifications developed by ACR engineering; Inc. were used as part of the documentation package required for public solicitation of construction proposals.
 - CSP #24-32 was issued on July 10, 2024, to procure construction services for this project.
 - Approval of this action will allow a contract with HTX Industries, LLC to be executed for the heating coil replacement project at the Maritime Campus. The replacement coils will have greater surface area, allowing the maintenance of reasonable instructional temperatures during extreme seasonal variations. This project corrects ongoing issues and will include multiple coil replacements and reconnection to existing systems (controls, insulation, and possible pipe reconfiguration).

be completed within twelve calendar months. Projects will be monitored by capital projects personnel and program management will be provided by Energy Systems Associates.

- T. Zamora mentioned that this was previously discussed at the Board workshop, and nothing has changed since that time.
 - B. Hellyer asked if this is how we continue to get savings by taking on new projects.
 - C. Smith replied that the College hopes to make this a recurring program.
 - B. Hellyer asked if this work will complete the LED light project other than the baseball and softball fields.
 - C. Smith replied yes, we are about out of LED lights for retrofit. At the baseball and softball fields, the lights are not LED, but they operate for such a short amount of time that there is insufficient payback with their replacement.
- Operating Funds
 - None.

V. Project Updates

- Bond Funds (Reported by Charles Smith)
 - Safety Metrics
 - Zero safety incidents were reported.
 - C. Smith added that he would like to stop keeping the safety metrics since it requires a lot of man hours.
 - B. Hellyer stated she is okay with stopping this if the committee members are. Also, her concern is what we will have in place to make sure the safety culture continues.
 - C. Smith stated that he will still provide the OSHA report, the first aid events, and any other accident reports.
 - B. Hellyer and the committee members agreed.
 - Schedule Updates
 - Progress Updates
 1. Central Campus – C2 Marcom Building
 - The C2 Marcom Building renovation is complete
 2. Central Campus – C3 Roof Upgrades
 - 50% complete
 - Project is now on pause for a few weeks as we wait for new fascia panels to be fabricated.
 3. North Campus Electrical Upgrade
 - Project began in May. Duct banks are installed.
 - Workers have installed dowel rods prior to their final concrete placement on the duct bank that will replace the overheads lines.
 - T. Zamora asked if this is our last overhead line.
 - C. Smith replied that this was our last interior overhead line. We still have some exposure from overhead lines that sit adjacent to our property.
 4. North Campus Electrical Upgrade
 - In progress, concrete equipment pads for new transformers were poured.
 - Beginning in October, the College will start taking strategic shutdowns to install the new switchgear.

5. North Campus Vehicle Bridge
 - Approval was granted in June to investigate and repair subsidence issues at the North Campus vehicle bridge.
 - Project was designed and managed in house, resulting in significant savings.
 - Next steps: clean and repair the stucco parge coat. In October when the weather has stabilized, the contractor will replace all of the caulk joints.
 - B. Hellyer asked if the bridge was re-opened.
 - C. Smith replied that the bridge was never shut down.
 - K. Sinor asked what was wrong with the bridge.
 - C. Smith replied we did not know how much of the fill was missing and how far back it went.
6. South Campus S-21 foundation
 - Tunneling under the building at the site of the most visible distress was revealed.
 - 45-year-old cast iron with the bottom being paper thin or missing.
 - The soil under the building slab had settled by 3 to 4 inches, causing some of the observed stresses.
 - Two roof drain leaders that were symptomatic were repaired.
 - The decision was made to monitor the building and treat further symptoms to preserve the building until either a case for redevelopment or demolition makes more sense.
7. Generation Park Expansion Building
 - May - Installed underground utilities.
 - June - foundation was being formed.
 - July - grade beams were formed.
 - August - continued work on project but nearly two months behind our projected schedule, mostly due to rain impacts.
 - Furniture and fixtures (FF&E) are needed to complete the project.
 - A request to allocate \$600,000 of the 2015 Bond Generation Park Opportunities for FF&E will be brought forward at the September workshop.
 - B. Hellyer asked about the time frame of the project.
 - C. Smith replied, we are 42 workdays behind schedule with 25 of those days being rain delays.
8. Maritime Expansion
 - Increase of \$211,000 due to the pool heater and chiller cost is higher than initially forecast.
9. CW Pavement Preservation
 - Concluded in June with the caulking of concrete and sealcoating of asphalt at Central Campus.
 - Allocation of \$2.2 million from contingency to this year's pavement preservation which includes caulking, but also repairs for Rick Schneider Road and Parking Lot 6 at South Campus.
10. CW Vestibule Standardization
 - \$232,000 to replace or re-program controllers on our airlock doors so that they open sequentially, rather than together.
 - B. Hellyer asked if this will be presented at the September Board

workshop.

- T. Zamora replied in the affirmative.

11. Solar Panels

- The College sent over what we hoped was our final technical report to CenterPoint on May 6.
 - B. Hellyer stated that Chuck has led this work, and he has done an incredible job. Christian Bionat has gotten involved from a government relations standpoint.
 - C. Bionat replied that we have had several productive discussions with CenterPoint regarding our solar project at the Anderson-Ball building and both sides are committed to reaching a timely resolution. CenterPoint is actively coordinating with their distributed generation team and plans to escalate the matter to their executive level. He further stated that we anticipate a Zoom call with their technical experts and senior government relations team shortly after Labor Day to address specific nuances to the four proposed options that were sent to Chuck and his team earlier this summer. The College appreciates their attentiveness and commitment to identifying a solution that supports our goals while minimizing campus disruptions and addressing these issues with urgency.
 - B. Hellyer added that with all the work Chuck's consultant team has done and with Christian bringing in the government relations, she feels very comfortable we are on a path where we are going to get this resolved sooner rather than later.
 - K. Sinor asked whether there are additional requirements we still need to meet.
 - C. Smith replied that in our opinion we have satisfied every requirement. Any disagreement seems to be what those specific requirements consist of.
- Financial Updates
 - All reports were presented without questions or comments.
 - 2015 Bond
 - Cleaning up the last of our encumbrances on closed projects
 - Available Bond Interest Earnings
 - Will be used for the additional request for funds at Generation Park
 - Projects Funded with Bond Interest Earnings
 - This new report will include all eleven (11) roof projects that have been approved by the Board using this funding source
- Operating Funds (Reported by Chuck Smith)
 - Safety Metrics
 - No Safety incidents were reported.
 - Schedule Updates
 - An overview of the current minor projects was presented without questions.
 - Special mention was given to the stage at North Campus, (N-1). (This

stage is not used for dance and theater productions). Facilities Operations staff are considering alternatives for its repair and revisions are being considered to our pest control strategy.

- B. Hellyer asked if Facilities is working with the Department Chair and the Administrative Dean at North Campus.
- R. Andell replied that they are communicating with the Administrative Dean, and she is working with the departments.
- C. Smith added that he believes that we can go back to carpet flooring as that will reach most of the current uses of the stage. The stage is mainly used for choral presentations, and we can support that using a carpet overlay at half the price of wood.
- B. Hellyer asked what is our termite protocol.
- C. Smith replied that we treat every building with a termite prevention treatment. We receive a five-year warranty. We do not at this time have a recurring inspection protocol.

- Progress Updates
 - 73 Minor projects have been recorded to date.
- Financial Updates
 - Repair and Renovation Report
 - This report was presented with no further comments or questions.

VI. Status of Delegation of Authority

- Approve purchase of compact benchtop chromatography system

VII. Adjournment – The meeting adjourned at 4:43 p.m.

Action Item "IX"
Regular Board Meeting September 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/contracts 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 received during the month of August 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 \$1,769,163.00 so the net impact on the College budget is zero.

MONITORING AND REPORTING TIMELINE

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

ATTACHMENTS

Attachment 1- Budget Amendments- 09-09-24

Attachment 2- Grant Detail- 09-09-24

RESOURCE PERSONNEL

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SAN JACINTO COLLEGE DISTRICT
Federal, State, and Local Grant Amendments
September 9, 2024

	<u>Fund</u>	<u>Org.</u>	<u>Account</u>	<u>Prog.</u>	<u>Amount Debit (Credit)</u>
<u>U.S. Department of Education - Title III Hispanic-Serving Institutions - Science, Technology, Engineering, or Mathematics and Articulation Programs (Fourth Year of Five-Year Grant)</u>					
Federal Grant Revenue	538465	56700	554100	110000	(1,148,859)
Non-Instructional Labor	538465	56700	610000	465817	447,841
PT - Institutional	538465	56700	614100	465817	6,189
Fringe Benefits	538465	56700	650000	465817	125,581
Supplies	538465	56700	710000	465817	271,585
Travel	538465	56700	721000	465817	36,000
Contractual Services	538465	56700	731000	465817	59,800
Contractual Svcs - Indirect costs	538465	56700	731500	620909	201,863
					\$ -
<u>U.S. Department of Education - Child Care Access Means Parents in School (CCAMPIS) Program (Fourth Year of Four-Year Grant)</u>					
Federal Grant Revenue	538463	56700	554100	110000	(511,284)
Non-Instructional Labor	538463	56700	610000	620920	103,789
Fringe Benefits	538463	56700	650000	620920	27,311
Supplies	538463	56700	710000	620920	11,733
Contractual Services	538463	56700	731000	620920	300
Contractual Svcs - Indirect costs	538463	56700	731500	620909	14,268
Student Aid - Childcare	538463	56700	751160	520221	353,883
					-
<u>Texas Workforce Commission - Job and Education for Texans (New Grant)</u>					
State Grant Revenue	551051	56700	554200	110000	(109,020)
Equipment	551051	56700	741000	160914	109,020
					-
Net Increase (Decrease)					\$ -

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

Grant Funding Summary by Agency:

U.S. Department of Education	\$ 1,660,143
Texas Workforce Commission	\$ 109,020
	\$ 1,769,163

September 09, 2024, Board Book – Grant Amendments Detail List

U.S. Department of Education - Title III Hispanic-Serving Institutions - Science, Technology, Engineering, or Mathematics and Articulation Programs (Fourth Year of Five-Year Grant)

This program helps eligible institutions of higher education expand capacity to serve low-income students by providing funds to improve and strengthen the academic quality, institutional management, and fiscal stability of eligible institutions. Moving into year four of this grant, the specific goals are to continue maturing science, technology, engineering and mathematics (STEM) articulation agreements with targeted 4-year partners; improve enrollments, persistence and 3-year graduation rates; and increase STEM student transfer rates to 4-year institutions.

U.S. Department of Education - Child Care Access Means Parents in School (CCAMPIS) Program (Fourth Year of Four-Year Grant)

The Affordable Accredited Child Care Equals Student-Parent Success (AACCESS) under Child Care Access Means Parents in School (CCAMPIS) Program addresses the need for affordable childcare for low-income student-parents. The College's existing on-campus Children's Learning Center will continue serving up to an additional 45 eligible children through AACCESS in the final year of the grant, following building renovations and staff expansion accomplished in the grant's initial years.

Texas Workforce Commission - Job and Education for Texans (New Grant)

The Job and Education for Texans (JET) program provides grants to buy and install equipment for career and technical education (CTE) courses leading to high demand occupations. This award will be used to purchase equipment for the Magnetic Resonance imaging (MRI) program.

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve revisions to Policy III.3000.A, Campus Carry.

BACKGROUND

The current policy on Campus Carry required an update to change the named responsible parties charged to oversee and continuously implement the Campus Carry function at the College. The previous version of the policy tasked the Campus Safety and Security Council with this, since the initial implementation of the new law required much data gathering, discussion and decision making as it was interpreted and put into practice throughout the College.

The current work involves monitoring and the need for quicker consideration for approval of new requests for permanent and temporary exclusion zones. In response to the current needs, the Deans of Administration, or their equivalents at smaller locations, receive initial requests from College employees. They then coordinate with the Police Department for evaluation and decision making. This practice has been successfully operationalized and these changes are documented in the policy and procedure changes.

Policy II.2000.A grants the Chancellor the ability to temporarily alter any policy necessary to address a temporary situation. This provision was utilized to make the policy change effective July 29, 2024, prior to the roll-out on August 12, 2024 of College-wide training on various topics including Campus Carry.

IMPACT OF THIS ACTION

The Board’s first reading of this policy occurred on August 12, 2024. The updated policy and procedure were sent to the College community on August 12 through August 26, 2024. No comments were received.

The associated procedure supports implementation of the policy and is attached for informational purposes and will not be voted on.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

No budgetary impact.

MONITORING AND REPORTING TIMELINE

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

ATTACHMENTS

- Attachment 1 – Summary of Changes – Policy III.3000.A, Campus Carry
- Attachment 2 – Policy III.3000.A, Campus Carry (updated policy with tracked changes)

Action Item “X”
Regular Board Meeting September 9, 2024
Consideration of Approval of Policy III.3000.A, Campus Carry - Second Reading

Attachment 3 – Policy III.3000.A, Campus Carry (updated policy - clean)

Informational Items Only:

Attachment 4 – Procedure III.3000.A.a, Campus Carry (updated procedure with tracked changes)

Attachment 5 – Procedure III.3000.A.a, Campus Carry (updated procedure - clean)

RESOURCE PERSONNEL

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
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Policies and Procedures Summary of Changes

New Policy Number: **N/A**

Proposed Policy Name: **N/A**

Current Policy Number/Name: **Policy III.3000.A, Campus Carry**

New Procedure Number: **N/A**

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

Current Procedure Number(s)/Name(s): **Procedure III.3000.A.a., Campus Carry**

Action Recommended for Policy: **Revised**

Action Recommended for Procedures: **Revised**

Web Links: <https://sanjac.edu/about/policies-procedures/III-3000-A-Campus-Carry.pdf>
<https://sanjac.edu/about/policies-procedures/III-3000-A-a-Campus-Carry.pdf>

Primary Owner: **Vice Chancellor, Fiscal Affairs**

Secondary Owner: **Chief of Police**

Summary of Changes:

- Update the responsible parties related to the implementation and oversight of Campus Carry from ‘Campus Safety and Security Council’ to ‘Deans of Administration or equivalent/Police Department’ to reflect current practice. The previous arrangement was utilized during initial implementation of this policy, and the new arrangement matches current practice.
- Grammatical changes

Policy III.3000.A, CAMPUS CARRY

Purpose

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

Policy

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

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

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

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

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

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

2. It is the responsibility of license holders to carry their handguns on or about their person at all times. “About” the person means that a license holder may carry a holstered handgun in a

backpack or handbag, but the backpack or handbag must be close enough that the license holder can grasp it without materially changing position. A license holder who carries a handgun on campus must carry it in a holster that completely covers the trigger and the entire trigger guard area. The holster must have sufficient tension or grip on the handgun to retain it in the holster even when subjected to unexpected jostling.

The College does not provide storage for handguns.

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

3. The College is often the site of Pre-K-12 (Pre-Kindergarten – Grade 12) school-sponsored activities, such as field trips. When a Pre-K-12 school-sponsored activity is conducted at a particular location, the carrying of concealed handguns is prohibited. A sign shall be posted that conforms to Texas Penal Code, Section 30.06 during these activities.

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

4. Texas Penal Code §46.03(a) (2) excludes license holders of handguns from carrying a handgun on the premises of a polling place on the day of an election or while early voting is in progress according to Policy 2-19. A sign shall be posted at any polling place located on campus from the commencement of early voting through Election Day that reads either "Polling Place" or "Vote Here." (See Electioneering Procedure VII.7000.A.a)
5. Texas Penal Code §46.035(b) (6) excludes license holders of handguns from carrying a handgun on the premises of a church, synagogue, or other established place of religious worship. A sign shall be posted that conforms to Section 30.06 of the Texas Penal Code.
6. Texas Penal Code §46.035(b)(2) excludes license holders of handguns from carrying a handgun where a high school, collegiate, or professional sporting event or interscholastic event is taking place, unless the license holder is a participant in the event and a handgun is used in the event. Notice shall be given for all collegiate sporting events. If possible, for ticketed sporting events this notice should be given by means of a written communication on the back of, or appended to, the ticket. Vendors and others who are permitted to enter the premises without a ticket shall be provided written notice through other means. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.
7. The concealed carry of handguns shall be prohibited in areas for which state or federal law, licensing requirements, or contracts require exclusion at the exclusive discretion of the state or federal government, or are required by a campus accrediting authority. Where appropriate, signage must conform to the overriding federal or state law requirements. Otherwise, notice conforming to Texas Penal Code §30.06 must be provided.
8. The concealed carry of handguns shall be prohibited in patient-care areas, including those in which professional mental health and counseling services are provided. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.

9. The concealed carry of handguns shall be prohibited in areas in which formal hearings are being conducted pursuant to Code of Student Conduct (Student Handbook); Academic Hearings; Veterans Appeal Hearings; Financial Aid Appeal Hearings; Employee Hearings; and Employee Grievances. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.
10. The concealed carry of handguns shall be prohibited in areas where the discharge of a firearm might cause great harm, such as laboratories with extremely dangerous chemicals, biologic agents, explosive agents, critical infrastructure, and areas with equipment that is incompatible with metallic objects, such as magnetic resonance imaging machines. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.
11. The campus is often the site of campus programs for minors. When a campus program for minors is conducted at a particular location, the carrying of concealed handguns is prohibited. Additionally, counselors, staff, and volunteers who work in a campus program for minors must, as a condition of their participation, agree not to carry a concealed handgun on the grounds or in buildings where the program is conducted. Parents of attendees must also agree, as a condition of their child's participation, not to carry a concealed handgun on the grounds or in buildings where the program is conducted. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.

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

12. The College shall amend the Code of Student Conduct, Faculty Handbook, and San Jacinto Policy and Procedure Manual to provide that causing the accidental or intentional showing of a firearm or the accidental discharge of a firearm is conduct subject to disciplinary action.
13. Exclusion zones created by Texas Penal Code §§46.03 and 46.035 as well as by the rules and regulations enacted under S.B. 11 may sometimes comprise only a portion of a building. In some instances it may not be feasible to exclude concealed handguns only from the designated exclusion zones. The following factors and principles shall govern the implementation of these rules and regulations in those buildings in which some, but not all parts are designated as exclusion zones.

Governing factors:

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

Governing principles:

- If a small number of rooms or a small fraction of assignable space in a building is subject to exclusion, only the rooms or areas that qualify for exclusion should be excluded.
 - If 85% or more of the total building in terms of number of rooms or assignable space is subject to exclusion, or if the excludable space is not segregated from other space, then as a matter of practicality, the whole building may be excluded.
 - Appropriate signage shall be posted that conforms to Texas Penal Code, Section 30.06.
14. The College shall develop training materials particular to San Jacinto College on how to respond to an active shooter situation. These shall be incorporated in the active shooter training, and all faculty and staff shall be required to complete this module. All students are encouraged to complete training on how to respond to an active shooter situation.
15. The College shall develop and post in a prominent place a detailed Campus Carry FAQ.
16. The College shall develop materials that educate and inform current and prospective San Jacinto College students about campus carry and how it is being implemented.
17. To the extent possible, areas within gun-exclusion zones should be made available on a scheduled basis to faculty and staff. These spaces can be used for conferences that faculty or staff would prefer to conduct in a gun-exclusion zone.
18. The following factors and principles shall govern the implementation of exclusions or allowances for Graduation ceremonies.

Governing factors:

- Off-campus location shall follow the venue’s rules and regulations in regards to the permitted carrying of firearms.
 - On-campus location shall follow the use of the building and/or exclusion zone criteria set forth herein.
19. The Deans of Administration or equivalent, in coordination with the Police Department, shall be charged with the following responsibilities~~The Campus Safety and Security Council, appointed by the Chancellor, shall be established and tasked, at a minimum, with the following responsibilities:~~
- (1) Support the consistent implementation of thisthese policypolicies;
 - (2) ConductProvide a periodic review proecessand provide for recommendations to the Chancellor; and
 - (3) Compile, maintain, and provide a periodic review of the premises where license holders are prohibited from carrying a handgun.

A student, or a member of the faculty or staff of the College may appeal a decision regarding the implementation of a policy or procedure contained herein to the Campus Safety and Security Council~~Deans of Administration or equivalent/Police Department~~ for consideration. A further appeal of the decision ~~of the Campus Safety and Security Council~~ may be submitted to the Vice Chancellor of Fiscal Affairs for consideration. The Vice

Chancellor of Fiscal Affairs may choose to make a final decision or submit the appeal to the Chancellor for consideration. The Chancellor may approve, reject, or modify the decision in question, or may submit the issue to the Campus Safety and Security Council for reconsideration. The decision of the Chancellor to approve, reject, or modify a decision is final.

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

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

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

Definitions

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

Campus program for minors: Such programs as defined as providing oversight and training for camps and programs involving minors held on College premises or operated by the College which have recreational, athletic, religious, or educational activities for the campers. This includes all camps or programs covered by Texas Education Code, Chapter 51, Section 51.976, as well as any day camp, activity, or University Interscholastic League (“UIL”) event sponsored by the College.

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

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

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

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

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

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

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

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

Pre-K-12 School-Sponsored activities: Such activities are defined as tours, demonstrations, field trips, events, clubs, camps, clinics, programs, etc., held on College property that are authorized by a Pre-K-12 school district or individual school(s) as a curricular, co-curricular, or interscholastic activity and are managed or supervised in part by the district or school, or district or school employee.

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

Authority

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

Applicability

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

Sanctions

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

Exclusions

The Chancellor has the authority to sign into effect, waive, or temporarily alter any policy necessary to address an emergency or temporary situation without utilizing the procedures outlined in this policy. The Board shall review any temporary exclusions at

the next regularly scheduled meeting of the Board. To become permanent, any changes made under this exclusion shall begin the policy review process defined by procedure at the next regularly scheduled meeting of the Board.

Interpretation

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

Associated Procedures

Procedure III.3000.A.a, Campus Carry

Date of Board Approval	<u>This policy became effective as of July 29, 2024, under the Chancellor’s authority granted by the Board under Policy II.2000.A, Policy and Procedure Development, Review, Revision, and Rescission. Permanent affirmation of the change will follow the standard policy review process with first reading on August 12, 2024 and second reading anticipated on September 9, 2024.</u> September 10, 2018
Effective Date	September 11, 2018 <u>July 29, 2024</u>
Primary Owner	Vice Chancellor, Fiscal Affairs
Secondary Owner	Chief of Police

Policy III.3000.A, CAMPUS CARRY

Purpose

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

Policy

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

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

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

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

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

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

2. It is the responsibility of license holders to carry their handguns on or about their person at all times. “About” the person means that a license holder may carry a holstered handgun in a

backpack or handbag, but the backpack or handbag must be close enough that the license holder can grasp it without materially changing position. A license holder who carries a handgun on campus must carry it in a holster that completely covers the trigger and the entire trigger guard area. The holster must have sufficient tension or grip on the handgun to retain it in the holster even when subjected to unexpected jostling.

The College does not provide storage for handguns.

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

3. The College is often the site of Pre-K-12 (Pre-Kindergarten – Grade 12) school-sponsored activities, such as field trips. When a Pre-K-12 school-sponsored activity is conducted at a particular location, the carrying of concealed handguns is prohibited. A sign shall be posted that conforms to Texas Penal Code, Section 30.06 during these activities.

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

4. Texas Penal Code §46.03(a) (2) excludes license holders of handguns from carrying a handgun on the premises of a polling place on the day of an election or while early voting is in progress according to Policy 2-19. A sign shall be posted at any polling place located on campus from the commencement of early voting through Election Day that reads either "Polling Place" or "Vote Here." (See Electioneering Procedure VII.7000.A.a)
5. Texas Penal Code §46.035(b) (6) excludes license holders of handguns from carrying a handgun on the premises of a church, synagogue, or other established place of religious worship. A sign shall be posted that conforms to Section 30.06 of the Texas Penal Code.
6. Texas Penal Code §46.035(b)(2) excludes license holders of handguns from carrying a handgun where a high school, collegiate, or professional sporting event or interscholastic event is taking place, unless the license holder is a participant in the event and a handgun is used in the event. Notice shall be given for all collegiate sporting events. If possible, for ticketed sporting events this notice should be given by means of a written communication on the back of, or appended to, the ticket. Vendors and others who are permitted to enter the premises without a ticket shall be provided written notice through other means. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.
7. The concealed carry of handguns shall be prohibited in areas for which state or federal law, licensing requirements, or contracts require exclusion at the exclusive discretion of the state or federal government, or are required by a campus accrediting authority. Where appropriate, signage must conform to the overriding federal or state law requirements. Otherwise, notice conforming to Texas Penal Code §30.06 must be provided.
8. The concealed carry of handguns shall be prohibited in patient-care areas, including those in which professional mental health and counseling services are provided. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.

9. The concealed carry of handguns shall be prohibited in areas in which formal hearings are being conducted pursuant to Code of Student Conduct (Student Handbook); Academic Hearings; Veterans Appeal Hearings; Financial Aid Appeal Hearings; Employee Hearings; and Employee Grievances. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.
10. The concealed carry of handguns shall be prohibited in areas where the discharge of a firearm might cause great harm, such as laboratories with extremely dangerous chemicals, biologic agents, explosive agents, critical infrastructure, and areas with equipment that is incompatible with metallic objects, such as magnetic resonance imaging machines. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.
11. The campus is often the site of campus programs for minors. When a campus program for minors is conducted at a particular location, the carrying of concealed handguns is prohibited. Additionally, counselors, staff, and volunteers who work in a campus program for minors must, as a condition of their participation, agree not to carry a concealed handgun on the grounds or in buildings where the program is conducted. Parents of attendees must also agree, as a condition of their child's participation, not to carry a concealed handgun on the grounds or in buildings where the program is conducted. A sign shall be posted that conforms to Texas Penal Code, Section 30.06.

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

12. The College shall amend the Code of Student Conduct, Faculty Handbook, and San Jacinto Policy and Procedure Manual to provide that causing the accidental or intentional showing of a firearm or the accidental discharge of a firearm is conduct subject to disciplinary action.
13. Exclusion zones created by Texas Penal Code §§46.03 and 46.035 as well as by the rules and regulations enacted under S.B. 11 may sometimes comprise only a portion of a building. In some instances it may not be feasible to exclude concealed handguns only from the designated exclusion zones. The following factors and principles shall govern the implementation of these rules and regulations in those buildings in which some, but not all parts are designated as exclusion zones.

Governing factors:

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

Governing principles:

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

14. The College shall develop training materials particular to San Jacinto College on how to respond to an active shooter situation. These shall be incorporated in the active shooter training, and all faculty and staff shall be required to complete this module. All students are encouraged to complete training on how to respond to an active shooter situation.
15. The College shall develop and post in a prominent place a detailed Campus Carry FAQ.
16. The College shall develop materials that educate and inform current and prospective San Jacinto College students about campus carry and how it is being implemented.
17. To the extent possible, areas within gun-exclusion zones should be made available on a scheduled basis to faculty and staff. These spaces can be used for conferences that faculty or staff would prefer to conduct in a gun-exclusion zone.
18. The following factors and principles shall govern the implementation of exclusions or allowances for Graduation ceremonies.

Governing factors:

- Off-campus location shall follow the venue’s rules and regulations in regards to the permitted carrying of firearms.
 - On-campus location shall follow the use of the building and/or exclusion zone criteria set forth herein.
19. The Deans of Administration or equivalent, in coordination with the Police Department, shall be charged with the following responsibilities:
 - (1) Support the consistent implementation of this policy;
 - (2) Conduct a periodic review and provide recommendations to the Chancellor; and
 - (3) Compile, maintain, and provide a periodic review of the premises where license holders are prohibited from carrying a handgun.

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

for reconsideration. The decision of the Chancellor to approve, reject, or modify a decision is final.

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

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

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

Definitions

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

Campus program for minors: Such programs as defined as providing oversight and training for camps and programs involving minors held on College premises or operated by the College which have recreational, athletic, religious, or educational activities for the campers. This includes all camps or programs covered by Texas Education Code, Chapter 51, Section 51.976, as well as any day camp, activity, or University Interscholastic League (“UIL”) event sponsored by the College.

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

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

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

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

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

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

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

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

Pre-K-12 School-Sponsored activities: Such activities are defined as tours, demonstrations, field trips, events, clubs, camps, clinics, programs, etc., held on College property that are authorized by a Pre-K-12 school district or individual school(s) as a curricular, co-curricular, or interscholastic activity and are managed or supervised in part by the district or school, or district or school employee.

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

Authority

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

Applicability

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

Sanctions

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

Exclusions

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

Interpretation

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

Associated Procedures

Procedure III.3000.A.a, Campus Carry

Date of Board Approval	This policy became effective as of July 29, 2024, under the Chancellor’s authority granted by the Board under Policy II.2000.A, Policy and Procedure Development, Review, Revision, and Rescission. Permanent affirmation of the change will follow the standard policy review process with first reading on August 12, 2024 and second reading anticipated on September 9, 2024.
Effective Date	July 29, 2024
Primary Owner	Vice Chancellor, Fiscal Affairs
Secondary Owner	Chief of Police

Procedure III.3000A.a, Campus Carry

Associated Policy

Policy III.3000.A, Campus Carry

Procedures

Departments such as Information Technology and Facilities with employees and contractors who complete work in exclusion zone areas based on Policy III.3000.A, Campus Carry, agree not to carry nor allow their contractors to carry a concealed handgun in buildings or areas designated as exclusion zones. These departments will submit their departmental procedures ~~in regards to Campus Carry to the Campus Safety and Security Council~~ for review by the Deans of Administration or equivalent/Police Department no later than September 1 each year. Any other College Department that is not listed above shall not create departmental procedures based on Policy III.3000.A, Campus Carry.

If San Jacinto College has deemed an area a temporary or permanent exclusion zone under Policy III.3000.A, Campus Carry, any individual entering that area shall agree to not carry a concealed handgun on the grounds, building, or other area where the exclusion exists.

Employees may request a permanent or temporary exclusion zone, or the removal of permanent exclusion zone signage, by logging in to their SOS account, clicking on the “My Work” tab, and completing the “Campus Carry Gun Exclusion Zone Request” form.

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

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

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

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Date of SLT Approval	August 24, 2018 <u>July 23, 2024</u>
Effective Date	August 27, 2018 <u>July 29, 2024</u>
Associated Policy	Policy III.3000.A, Campus Carry
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Fiscal Affairs
Secondary Owner of Policy Associated with the Procedure	Chief of Police

Procedure III.3000A.a, Campus Carry

Associated Policy

Policy III.3000.A, Campus Carry

Procedures

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Date of SLT Approval	July 23, 2024
Effective Date	July 29, 2024
Associated Policy	Policy III.3000.A, Campus Carry
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Fiscal Affairs
Secondary Owner of Policy Associated with the Procedure	Chief of Police

Action Item “XI”
Regular Board Meeting September 9, 2024

Consideration of Approval of 2024 Proposed Tax Rate, Review of Final No-New-Revenue and Voter-Approval Tax Rate Calculations and Approve Date to Adopt Tax Rate

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the proposed tax rate of \$0.154868 for tax year 2024 for the public’s consideration and planned adoption on October 7, 2024, and discuss the final no-new-revenue, voter-approval and proposed tax rate calculations. The proposed tax rate of \$0.154868 is \$0.008673 higher than last year’s 2023 adopted rate and is less than the voter-approved tax rate.

BACKGROUND

A taxing unit must calculate and publish its no-new-revenue and voter-approval tax rates before adopting an actual rate. The purpose of this requirement is to make taxpayers aware of the tax rate proposed and to allow taxpayers, in certain cases, to vote on a proposed tax increase.

The no-new-revenue tax rate, calculated to be \$0.149818, is the rate that would provide the taxing unit with about the same amount of revenue it received in the previous year, less estimated refunds from disputed values. The total tax rate for 2023 was \$0.146195. The no-new-revenue tax rate is more than last year’s total tax rate because the College’s certified tax values decreased by 0.6 percent from 2023 to 2024. This decline is unusual since in most years, including the past two years, the College has experienced significant increases in appraised values. In addition, there continues to be increases in property value lawsuits and corresponding taxpayer refunds.

The College’s debt tax rate is slightly higher than last year’s rate due to the decrease in the certified tax values and because of the increase in required debt principal and interest payments due in fiscal year 2025.

The voter-approval tax rate, calculated to be \$0.158151, is the rate that would provide the taxing unit with approximately the same amount of tax revenue it received the previous year (less estimated refunds from disputed values), plus an extra eight percent increase, in addition to sufficient funds to pay debt principal and interest payment in the coming year. The voter-approval tax rate is the highest tax rate allowed without voter approval.

IMPACT OF THIS ACTION

The proposed tax rate of \$0.154868 is less than the voter-approval rate of \$0.158151, higher than the no-new-revenue rate of \$0.149818, and \$0.008673 cents more than the prior year’s total tax rate.

A comparison of the components of the proposed 2024 tax rate and the actual 2023 tax rate are as follows:

Tax Rate	Proposed 2024 Tax Rate	Actual 2023 Tax Rate	Difference
Maintenance & Operations (M&O)	0.106954	0.099152	+0.007802

Action Item “XI”
Regular Board Meeting September 9, 2024

**Consideration of Approval of 2024 Proposed Tax Rate, Review of Final No-New-Revenue and
Voter-Approval Tax Rate Calculations and Approve Date to Adopt Tax Rate**

Interest & Sinking Fund (Debt)	0.047914	0.047043	+0.000871
Total Tax Rate	0.154868	0.146195	+0.008673

Tonight (September 9, 2024), the Board of Trustees will discuss and approve the total proposed tax rate of 0.154868 cents. A public hearing is required, which will be held on October 7, 2024, since the proposed tax rate is higher than the no-new-revenue tax rate. Appropriate notices will be placed on the College’s website and published in newspapers in compliance with the Truth-in-Taxation, Property Tax Code, Chapter 26. On October 7, 2024, the Board will finalize and adopt the 2024 tax rate.

The public hearing and tax rate adoption is scheduled as follows:

The public hearing regarding the 2024 tax rate will be held on Monday, October 7, 2024, at 7 p.m. in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

The San Jacinto Community College Board will vote to adopt the 2024 tax rate at its regularly scheduled meeting on Monday, October 7, 2024, following the public hearing (at 7:00 p.m.) in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The proposed Maintenance and Operations tax rate for 2024 is \$0.106954 per \$100 assessed valuation, generating the approximate amount of tax revenue needed to support the adopted FY2025 unrestricted budget.

The proposed Debt Service tax rate for 2024 is \$0.047914 per \$100 assessed valuation, generating the approximate amount of tax revenue needed to meet debt payment obligations for FY2025.

MONITORING AND REPORTING TIMELINE

Updates will be provided to the Board of Trustees through monthly College financial statements.

ATTACHMENTS

Attachment 1 – 2024 Tax Rate Calculation Worksheet

RESOURCE PERSONNEL

Brenda Hellyer	281-998-6100	Brenda.Hellyer@sjcd.edu
Teri Zamora	281-998-6306	Teri.Zamora@sjcd.edu
Carin Hutchins	281-998-6109	Carin.Hutchins@sjcd.edu

2024 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

San Jacinto Community College District
 Taxing Unit Name
 4624 Fairmont Parkway East Building (A-1) Pasadena, TX 77504
 Taxing Unit's Address, City, State, ZIP Code

281-998-6150
 Phone (area code and number)
 https://www.sanjac.edu/
 Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 74,532,006,287
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 74,532,006,287
4.	Prior year total adopted tax rate.	\$ 0.146195 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ 8,465,438,847 B. Prior year values resulting from final court decisions: - \$ 7,257,636,085 C. Prior year value loss. Subtract B from A. ³	\$ 1,207,802,762
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 10,021,920,178 B. Prior year disputed value: - \$ 1,036,517,094 C. Prior year undisputed value. Subtract B from A. ⁴	\$ 8,985,403,084
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 10,193,205,846

¹ Tex. Tax Code §26.012(14)
² Tex. Tax Code §26.012(14)
³ Tex. Tax Code §26.012(13)
⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 84,725,212,133
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2023. Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	<p>Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use prior year market value: \$ 47,050,599</p> <p>B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 343,839,098</p> <p>C. Value loss. Add A and B.⁶</p>	\$ 390,889,697
11.	<p>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.</p> <p>A. Prior year market value: \$ 1,321,645</p> <p>B. Current year productivity or special appraised value: - \$ 135,012</p> <p>C. Value loss. Subtract B from A.⁷</p>	\$ 1,186,633
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 392,076,330
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 84,333,135,803
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 123,290,827
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 2,629,892
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 125,920,719
18.	<p>Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹</p> <p>A. Certified values: \$ 76,538,077,704</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ _____</p> <p>C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0</p> <p>D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹² - \$ 0</p> <p>E. Total current year value. Add A and B, then subtract C and D.</p>	\$ 76,538,077,704

⁵ Tex. Tax Code §26.012(15)
⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.03(c)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §26.012(13)
¹¹ Tex. Tax Code §26.012, 26.04(c-2)
¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$ <u>3,864,683,162</u>
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	+ \$ <u>5,374,289,462</u>
	C. Total value under protest or not certified. Add A and B.	\$ <u>9,238,972,624</u>
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>0</u>
21.	Current year total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>85,777,050,328</u>
22.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ¹⁸	\$ <u>40,379,573</u>
23.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ¹⁹	\$ <u>1,688,092,242</u>
24.	Total adjustments to the current year taxable value. Add Lines 22 and 23.	\$ <u>1,728,471,815</u>
25.	Adjusted current year taxable value. Subtract Line 24 from Line 21.	\$ <u>84,048,578,513</u>
26.	Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.149818</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²¹	\$ _____ /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ <u>0.099152</u> /\$100
29.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>84,725,212,133</u>

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(6)(B)
¹⁷ Tex. Tax Code §26.012(6)
¹⁸ Tex. Tax Code §26.012(17)
¹⁹ Tex. Tax Code §26.012(17)
²⁰ Tex. Tax Code §26.04(c)
²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total prior year M&O levy. Multiply Line 28 by Line 29 and divide by \$100.	\$ 84,006,742
31.	<p>Adjusted prior year levy for calculating NNR M&O rate.</p> <p>A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year..... + \$ 1,783,638</p> <p>B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ 0</p> <p>C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ 1,783,638</p> <p>E. Add Line 30 to 31D.</p>	\$ 85,790,380
32.	Adjusted current year taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 84,048,578,513
33.	Current year NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.102072 /\$100
34.	<p>Rate adjustment for state criminal justice mandate. ²³</p> <p>A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
35.	<p>Rate adjustment for indigent health care expenditures. ²⁴</p> <p>A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..... \$ 0</p> <p>B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose..... - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100

²² [Reserved for expansion]

²³ Tex. Tax Code §26.044

²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵	
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose.	\$ 0 _____
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose.	\$ 0 _____
	C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$ 0.000000 _____/\$100
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.	\$ 0.000000 _____/\$100
E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 _____/\$100	
37.	Rate adjustment for county hospital expenditures. ²⁶	
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	\$ 0 _____
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023.	\$ 0 _____
	C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$ 0.000000 _____/\$100
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.	\$ 0.000000 _____/\$100
E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 _____/\$100	
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.	
	A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year.	\$ 0 _____
	B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	\$ 0 _____
	C. Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0.000000 _____/\$100
D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 _____/\$100	
39.	Adjusted current year NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.102072 _____/\$100
40.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	\$ 0 _____
	B. Divide Line 40A by Line 32 and multiply by \$100	\$ 0.000000 _____/\$100
C. Add Line 40B to Line 39.	\$ 0.102072 _____/\$100	
41.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.	
	Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.110237 _____/\$100

²⁵ Tex. Tax Code §26.0442
²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p>Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of:</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or</p> <p>2) the third tax year after the tax year in which the disaster occurred.</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0.000000 /\$100
42.	<p>Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes;</p> <p>(2) are secured by property taxes;</p> <p>(3) are scheduled for payment over a period longer than one year; and</p> <p>(4) are not classified in the taxing unit’s budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸</p> <p>Enter debt amount \$ 40,105,400</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 0</p> <p>E. Adjusted debt. Subtract B, C and D from A. \$ 40,105,400</p>	\$ 40,105,400
43.	Certified prior year excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 0
44.	Adjusted current year debt. Subtract Line 43 from Line 42E.	\$ 40,105,400
45.	<p>Current year anticipated collection rate.</p> <p>A. Enter the current year anticipated collection rate certified by the collector. ³⁰ 97.58 %</p> <p>B. Enter the prior year actual collection rate..... 97.58 %</p> <p>C. Enter the 2022 actual collection rate. 98.77 %</p> <p>D. Enter the 2021 actual collection rate. 98.18 %</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹</p>	97.58 %
46.	Current year debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 41,100,020
47.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 85,777,050,328
48.	Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.047914 /\$100
49.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 41 and 48.	\$ 0.158151 /\$100
D49.	<p>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ 0.000000 /\$100

²⁷ Tex. Tax Code §26.042(a)
²⁸ Tex. Tax Code §26.012(7)
²⁹ Tex. Tax Code §26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §26.04(b)
³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
53.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 85,777,050,328
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.000000 /\$100
55.	Current year NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.149818 /\$100
56.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.149818 /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.158151 /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.158151 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 85,777,050,328
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.000000 /\$100

³² Tex. Tax Code §26.041(d)
³³ Tex. Tax Code §26.041(i)
³⁴ Tex. Tax Code §26.041(d)
³⁵ Tex. Tax Code §26.04(c)
³⁶ Tex. Tax Code §26.04(c)
³⁷ Tex. Tax Code §26.045(d)
³⁸ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.158151 /\$100

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.³⁹ The Foregone Revenue Amount for each year is equal to that year’s adopted tax rate subtracted from that year’s voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year’s current total value.⁴⁰

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴¹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴² or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴³

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁴

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.150555 /\$100 \$ 0.000000 /\$100 \$ 0.150555 /\$100 \$ 0.146195 /\$100 \$ 0.004360 /\$100 \$ 86,302,263,811 \$ 3,762,778
64.	Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.158015 /\$100 \$ 0.000000 /\$100 \$ 0.158015 /\$100 \$ 0.155605 /\$100 \$ 0.002410 /\$100 \$ 76,798,919,303 \$ 1,850,853
65.	Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2021 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.171125 /\$100 \$ 0.000000 /\$100 \$ 0.171125 /\$100 \$ 0.167967 /\$100 \$ 0.003158 /\$100 \$ 66,629,546,779 \$ 2,104,161
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G and 65G	\$ 0 /\$100
67.	2024 Unused Increment Rate. Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.000000 /\$100
68.	Total 2024 voter-approval tax rate, including the unused increment rate. Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.158151 /\$100

³⁹ Tex. Tax Code §26.013(b)
⁴⁰ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
⁴¹ Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
⁴² Tex. Tax Code §§26.0501(a) and (c)
⁴³ Tex. Local Gov’t Code §120.007(d)
⁴⁴ Tex. Local Gov’t Code §120.007(d)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.102072 /\$100
70.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 85,777,050,328
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.000582 /\$100
72.	Current year debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.047914 /\$100
73.	De minimis rate. Add Lines 69, 71 and 72.	\$ 0.000000 /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁸

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁹

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	2023 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.146195 /\$100
75.	Adjusted 2023 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁰ Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
76.	Increase in 2023 tax rate due to disaster. Subtract Line 75 from Line 74.	\$ 0.000000 /\$100
77.	Adjusted 2023 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 84,333,135,803
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$ 0
79.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 84,048,578,513
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. ⁵¹	\$ 0.000000 /\$100

⁴⁴ Tex. Tax Code §26.04(c)(2)(B)
⁴⁵ Tex. Tax Code §26.012(8-a)
⁴⁶ Tex. Tax Code §26.063(a)(1)
⁴⁷ Tex. Tax Code §26.042(b)
⁴⁸ Tex. Tax Code §26.042(f)
⁴⁹ Tex. Tax Code §26.042(c)
⁵⁰ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ <u>0.158151</u> /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.149818 /\$100
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26

Voter-approval tax rate. \$ 0.158151 /\$100
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax),
 Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).
 Indicate the line number used: 49

De minimis rate. \$ 0.000000 /\$100
 If applicable, enter the current year de minimis rate from Line 73.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵²

print here ➔ Ann Harris Bennett
 Harris County Tax Assessor-Collector

 Printed Name of Taxing Unit Representative

sign here ➔ *Ann Harris Bennett*

 Taxing Unit Representative

9/2/2024

 Date

⁵² Tex. Tax Code §§26.04(c-2) and (d-2)

Action Item “XII”
Regular Board Meeting September 9, 2024
Consideration of Approval of Memorandum of Understanding with
First Baptist 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 First Baptist Christian Academy for dual credit.

BACKGROUND

First Baptist Christian Academy, located at 7500 Fairmont Parkway, Pasadena Texas 77505, approached San Jacinto College to establish a dual credit program for students from their local high schools. The dual credit program will offer an opportunity for students to earn college credit by taking academic courses.

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

IMPACT OF THIS ACTION

Approval of this MOU will allow the College and First Baptist Christian Academy to continue their dual credit partnership.

BUDGET INFORMATION

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

MONITORING AND REPORTING TIMELINE

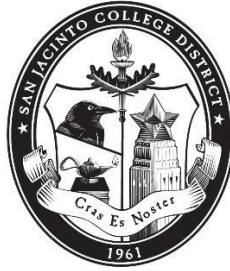
The agreement shall become effective upon the date of execution and will continue through September 1, 2027.

ATTACHMENTS

Attachment 1 - Draft MOU

RESOURCE PERSONNEL

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



This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and **First Baptist Christian Academy**, a private school established by law and political subdivision of the State of Texas ("First Baptist Christian Academy" or "Academy" or "School") as of the effective date **September 1, 2024** ("Effective Date"). Individually, SJCCD or **First Baptist 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 **September 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 **First Baptist 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 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 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 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.

Attachment 1

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 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.

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 First Baptist 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 First Baptist 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.

Executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____

Date: _____

Dr. Brenda Hellyer, Chancellor

FIRST BAPTIST CHRISTIAN ACADEMY

By: _____

Date: _____

XXXXXXXX

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

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

<p>Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.</p> <p>Metric:</p>	<p>Goal 4: The SJCCD goal for dual credit students' performance in college-level coursework is to increase academic and career and technical education course completion, as included in the SJCCD Strategic Plan.</p>
<ul style="list-style-type: none"> • Analysis of performance in subsequent course work. 	<p>Metric:</p> <ul style="list-style-type: none"> • SJCCD analyzes enrollment, completion, and success data of dual credit students by SCHOOL. SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery. • 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.

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 First Baptist Christian Academy Courses and SJCCD Courses

College Course	Course Title	Credits	High School Course	Credits
ARTS 1301	Art Appreciation	3	DC ARTS 1301	.5
ARTS 1303	Art History I (Prehistoric to the 14 th century)	3	DC ARTS 1302	.5
ARTS 1304	Art History II (14 th century to the present)	3	DC ARTS 1304	.5
DRAM 2366	Intro to Cinema: Film Appreciation I	3	DC DRAM 2366	.5
ECON 2301	Principles of Macroeconomics	3	DC ECON 2301	.5
ECON 2302	Principles of Microeconomics	3	DC ECON 2302	.5
ENGL 1301	Composition I	3	DC ENGL 1301	.5
ENGL 1302	Composition II	3	DC ENGL 1302	.5
ENGL 2322	British Literature I	3	DC ENGL 2322	.5
ENGL 2323	British Literature II	3	DC ENGL 2323	.5
ENGL 2311	Technical and Business Writing	3	DC ENGL 2311	.5
GOVT 2306	Texas Government (Texas Constitution and Topics)	3	DC GOVT 2306	.5
HIST 1301	United States History I	3	DC HIST 1301	.5
MATH 1314	College Algebra	3	DC MATH 1314	.5
MATH 1342	Elementary Statistical Methods (Statistics)	3	DC MATH 1342	.5
MATH 2412	Pre-Calculus Math	4	DC MATH 2412	.5
MATH 2413	Calculus I	4	DC MATH 2413	.5
MUSI 1303	Fundamentals of Music	3	DC MUSI 1303	.5
MUSI 1306	Music Appreciation	3	DC MUSI 1306	.5
MUSI 1310	American Music	3	DC MUSI 1310	.5
PHIL 1301	Intro to Philosophy	3	DC PHIL 1301	.5
PSYC 2301	General Psychology	3	DC PSYC 2301	.5
SOCI 1301	Intro to Sociology	3	DC SOCI 1301	.5
SPCH 1311	Intro to Speech Communication	3	DC SPCH 1311	.5
SPCH 1315	Public Speaking	3	DC SPCH 1315	.5
SPCH 1318	Interpersonal Communication	3	DC SPCH 1318	.5
SPCH 1321	Business and Professional Speech	3	SPCH 1321	.5

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: First Baptist Christian Academy

High School Name: First Baptist Christian Academy

Liaison’s Name: Paul House

Position Title: Principal-Secondary

Contact Phone Number:

Email: paul.house@fbcatx.org

Action Item “XIII”
Regular Board Meeting September 9, 2024
Consideration of Approval of Memorandum of Understanding with
Pueblos Royal Christian School 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 Pueblos Royal Christian School for dual credit.

BACKGROUND

Pueblos Royal Christian School, located at 1600 Pasadena Blvd, Pasadena Texas 77502, approached San Jacinto College to establish a dual credit program for students from their high schools. The dual credit program will offer an opportunity for students to earn college credit by taking academic courses.

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

IMPACT OF THIS ACTION

Approval of this MOU will allow the College and Pueblos Royal Christian School to continue their dual credit partnership.

BUDGET INFORMATION

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

MONITORING AND REPORTING TIMELINE

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

ATTACHMENTS

Attachment 1 - Draft MOU

RESOURCE PERSONNEL

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



This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and **Pueblo's Royal Christian Academy**, a private school established by law and political subdivision of the State of Texas ("Pueblo's Royal Christian Academy" or "Academy" or "School") as of the effective date **September 1, 2024** ("Effective Date"). Individually, SJCCD or **Pueblo's Royal 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 **September 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 **Pueblo's Royal 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 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 Pueblo's Royal Christian School non-discrimination policy see, Board Policy [nondiscrimination policy](#).

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 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 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.

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 Pueblos Royal 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 Pueblo Royal 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.

Executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____

Date: _____

Dr. Brenda Hellyer, Chancellor

PUEBLO'S ROYAL CHRISTIAN ACADEMY

By: _____

Date: _____

Ruben Villarreal, Director

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

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

<p>Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.</p> <p>Metric:</p>	<p>Goal 4: The SJCCD goal for dual credit students' performance in college-level coursework is to increase academic and career and technical education course completion, as included in the SJCCD Strategic Plan.</p>
<ul style="list-style-type: none"> • Analysis of performance in subsequent course work. 	<p>Metric:</p> <ul style="list-style-type: none"> • SJCCD analyzes enrollment, completion, and success data of dual credit students by SCHOOL. SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery. • 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.

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 Pueblo's Royal Christian Academy Courses and SJCCD Courses

College Course	Course Title	Credits	High School Course	Credits
HIST 1301	American History Before 1877	3	DC US HIST A	0.5
HIST 1302	American History Since 1877	3	DC US HIST B	0.5
GOVT 2305	US & TX Politics & Constitutions	3	DC Govt (2305)	1
GOVT 2306	US & TX Government Institutions	3	DC Sp Topics 1 (Govt 2306)	1

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: Pueblo’s Royal Christian School

High School Name: Pueblo’s Royal Christian School

Liaison’s Name: Alfred Padron

Position Title:

Contact Phone Number:

Email: alfred.padron@myprcs.org

Action Item “XIV”
Regular Board Meeting September 9, 2024
Consideration of Approval of Memorandum of Understanding with
Bay Area Christian School 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 Bay Area Christian School for dual credit.

BACKGROUND

Bay Area Christian School, located at 4800 W Main Street, League City Texas 77573, approached San Jacinto College to establish a dual credit program for students from their high schools. The dual credit program will offer an opportunity for students to earn college credit by taking academic courses.

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

IMPACT OF THIS ACTION

Approval of this MOU will allow the College and Bay Area Christian School to continue their dual credit partnership.

BUDGET INFORMATION

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

MONITORING AND REPORTING TIMELINE

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

ATTACHMENTS

Attachment 1 - Draft MOU

RESOURCE PERSONNEL

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



This Memorandum of Understanding (“Agreement”) is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas (“SJCCD” or “College”) and **Bay Area Christian Academy**, a private school established by law and political subdivision of the State of Texas (“Bay Area Christian Academy” or “Academy” or “School”) as of the effective date **September 1, 2024** (“Effective Date”). Individually, SJCCD or **Bay Area 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 **September 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 **Bay Area 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 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 School's non-discrimination policy see Board Policy [Admissions | Bay Area Christian School \(bacschool.org\)](#)

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

VI. PURPOSE

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 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 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.

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 the 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 the 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.

Executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____

Date: _____

Dr. Brenda Hellyer, Chancellor

BAY AREA CHRISTIAN ACADEMY

By: _____

Date: _____

Denys Watson, Registrar

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

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

<p>Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.</p> <p>Metric:</p>	<p>Goal 4: The SJCCD goal for dual credit students' performance in college-level coursework is to increase academic and career and technical education course completion, as included in the SJCCD Strategic Plan.</p>
<ul style="list-style-type: none"> • Analysis of performance in subsequent course work. 	<p>Metric:</p> <ul style="list-style-type: none"> • SJCCD analyzes enrollment, completion, and success data of dual credit students by SCHOOL. SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery. • 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.

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 Bay Area 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: Bay Area Christian High School

High School Name: Bay Area Christian High School

Liaison’s Name: Nancy Gadd

Position Title: Academic Counselor

Contact Phone Number: 281-332-4814

Email: Nancy.gadd@bacschool.org

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

PURCHASE REQUESTS AND CONTRACT RENEWALS		
<i>No.</i>	<i>Purchase Requests</i>	<i>Amounts</i>
1	Consideration of Approval to Contract for Maritime Campus Heating Coil Replacement	\$ 265,545
2	Consideration of Approval to Purchase Landscaping Services	200,000
3	Consideration of Approval to Extend the Contract for Technology Consultant Services	120,000
4	Consideration of Approval to Contract for Student Payment Software Services	1,852,264
5	Consideration of Approval to Contract for Energy Efficiency Upgrade Loan	2,571,824
TOTAL OF PURCHASE REQUESTS		\$ <u>5,009,633</u>

Purchase Request #1
Regular Board Meeting September 9, 2024

Consideration of Approval to Contract for Maritime Campus Heating Coil Replacement

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a contract with HTX Industries, LLC for a heating coil replacement at the Maritime Campus.

BACKGROUND

On February 1, 2021, the Board authorized the delegation of authority to approve the method of procurement best suited for each construction or renovation project. On June 26, 2024, the Chancellor's designee approved the competitive sealed proposals (CSP) methodology for the heating coil replacement. Detailed project plans and specifications developed by ACR Engineering, Inc. were used as part of the documentation package required for public solicitation of construction proposals.

CSP #24-32 was issued on July 10, 2024, to procure construction services for this project in accordance with the Texas Government Code §2269.151. Five responses were received and evaluated by a team comprised of representatives from capital projects and ACR Engineering, Inc. The evaluation and ranking of the submittals were based on criteria published in the solicitation. HTX Industries, LLC received the highest overall score.

IMPACT OF THIS ACTION

Approval of this action will allow a contract with HTX Industries, LLC to be executed for the heating coil replacement at maritime campus. The replacement coils will have greater surface area, allowing the maintenance of reasonable instructional temperatures during extreme seasonal variations. This project corrects ongoing issues and will include coil replacement and reconnection to existing system (controls, insulation, and possible pipe reconfiguration).

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated expenditure for this project, including contingency funds, is \$265,545 and will be funded from 2015 Bond funds.

MONITORING AND REPORTING TIMELINE

Construction activities will begin upon execution of a contract for services and are expected to be completed within 120 days. This project will be monitored by capital projects personnel.

ATTACHMENTS

Attachment 1 – Tabulation

RESOURCE PERSONNEL

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

CSP #24-32
Maritime Heating Coil Replacement
Attachment 1 – Tabulation

QUALIFICATIONS

#	Vendors	Section 1: General	Section 2: History & Experience	Section 3: Safety	Section 4: Financial Letter	Section 5: References	Section 6: Exceptions to T&Cs	Total Points
	<i>Total Points</i>	<i>15</i>	<i>10</i>	<i>10</i>	<i>10</i>	<i>5</i>	<i>5</i>	<i>55</i>
1	HTX Industries, LLC	13.13	8.75	8.23	8.50	4.43	4.50	47.54
2	Service Squad, Inc.	7.50	5.50	3.23	5.00	1.00	3.50	25.73
3	Gowan Inc.	9.38	7.00	4.00	7.50	1.50	3.75	33.13
4	Kilgore Industries, LP	5.25	2.00	7.10	3.00	3.25	4.00	24.60
5	Decker Mechanical	11.63	7.25	6.15	6.50	4.15	4.00	39.68

FINAL SCORES

#	Vendors	Qualification Points	Price Points	Final Points	Base Proposal
	<i>Total Points</i>	<i>55</i>	<i>45</i>	<i>100</i>	
1	HTX Industries, LLC	47.54	32.58	80.12	\$ 252,900.00
2	Service Squad, Inc.	25.73	44.75	70.48	184,154.75
3	Gowan Inc.	33.13	36.79	69.92	224,000.00
4	Kilgore Industries, LP	24.60	45.00	69.60	183,117.00
5	Decker Mechanical	39.68	16.50	56.18	499,266.00

Purchase Request #2
Regular Board Meeting September 9, 2024
Consideration of Approval to Purchase Landscaping Services

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the purchase of landscaping services from Yellowstone Landscape (Yellowstone) for the facilities services department.

BACKGROUND

In June 2024, the Board approved funds for Yellowstone to provide general landscaping services procured through contract Request for Proposals (RFP) #23-23, which includes recurring scheduled services of mowing and maintenance landscaping for north and central campuses.

Yellowstone can also perform services, such as storm clean up, tree trimming, creek and shoreline cleanup when needed, and landscaping refresh projects via a contract through the Choice Partners cooperative contracts program to provide landscaping services, contract #24/048MR-09, 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

Outsourcing other associated landscaping services provides a more efficient option to perform services by augmenting existing in-house staff to maintain the aesthetics of the grounds. Restoration and maintenance of landscaping is necessary to ensure an aesthetically pleasing and attractive campus image.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$200,000 and will be funded from the facilities services department's 2024-2025 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Ron Andell	281-542-2016	ron.andell@sjcd.edu
Genie Freeman-Scholes	281-998-6349	genevieve.scholes@sjcd.edu

Purchase Request #3
Regular Board Meeting September 9, 2024

Consideration of Approval to Extend the Contract for Technology Consultant Services

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees extend the contract with RealThink LLC for technology consultant services for the information technology services (ITS) department.

BACKGROUND

A consulting services contract was executed with RealThink LLC effective September 11, 2022 through September 10, 2024. The consultant was contracted to provide executive services, including the management, operation and strategic direction of the College's ITS department.

Technology consultant services are exempt from the competitive bidding per Texas Education Code §44.031(f) and Texas Government Code §2254.003. Professional services are selected based on demonstrated competence and qualifications to perform the service.

IMPACT OF THIS ACTION

This approval will extend the contract to allow for technology consulting services to continue during the transition of employment.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated expenditure for this request shall not exceed \$120,000 and will be funded from the ITS department's 2024-2025 operating budget.

MONITORING AND REPORTING TIMELINE

The extended contract term will be September 11, 2024 through December 31, 2024.

ATTACHMENTS

None

RESOURCE PERSONNEL

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Angela Russell	281-998-6327	angela.russell@sjcd.edu

Purchase Request #4
Regular Board Meeting September 9, 2024
Consideration of Approval to Contract for Student Payment Software Services

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a contract with TouchNet Information Systems Inc. (TouchNet) for student payment software services for the fiscal affairs department.

BACKGROUND

TouchNet has created a unique software solution that is made up of several interrelated components that provide important functionality to the College. TouchNet software is tightly integrated with other systems and applications used by the College, and this integration shares data and functionality with other components of the College's information technology infrastructure, creating dependencies that impact the overall system. TouchNet software provides regulatory payment processing compliance and specialized functionality that is critical to operations.

TouchNet is a sole source provider of the proprietary payment processing solution and is exempt from the competitive bidding per Texas Education Code §44.031(j). Sole source #1614 has been assigned.

IMPACT OF THIS ACTION

Approval of this request will allow the College to leverage a new seven-year agreement with TouchNet in order to continue to utilize their software to maintain current operations and payment processing services. Additional TouchNet product solutions and functionality will be explored as the needs and resources of the College transform.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total expenditure of this seven-year request is \$1,852,264 and will be funded from the fiscal affairs department's 2024-2025 operating budget and subsequent year budgets.

MONITORING AND REPORTING TIMELINE

The new seven-year agreement will be September 1, 2024, through August 31, 2031.

ATTACHMENTS

None

RESOURCE PERSONNEL

Carin Hutchins	281-998-6109	carin.hutchins@sjcd.edu
Karen Allen	281-998-6106	karen.allen@sjcd.edu

Purchase Request #5
Regular Board Meeting September 9, 2024
Consideration of Approval to Contract for Energy Efficiency Upgrade Loan

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a contract with the Texas Comptroller of Public Accounts, State Energy Conservation Office (SECO) for a low interest loan facilitating energy efficiency improvements to the College's built environment.

BACKGROUND

In September 2021, the Board of Trustees approved the College to enter into a low interest loan agreement with SECO. In February 2024, that package was successfully closed out, having funded \$4,350,000 in energy efficient equipment upgrades, offset by \$336,577 in utility rebate incentives, with an estimated payback of 11.8 years against a 15-year repayment schedule.

On August 13, 2024, following a six-month development and review process, SECO offered the College a second LoanSTAR agreement. This package of work is valued at \$2,571,824 against an estimated payback of 7.2 years.

IMPACT OF THIS ACTION

Acceptance of this loan agreement with SECO will fund energy efficiency projects that will reduce the long-term cost of operations. The involvement of SECO provides a level of security that projects will be executed as designed and will generate the savings promised. Most importantly, this agreement continues an on-going cycle of energy efficiency improvements independent of outside bond elections.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The expenditure for this request will be approximately \$2,571,824 funded through a 2.5 percent interest loan from the State of Texas. Loan payments will be made from energy savings to operations, for no net change in operation and maintenance costs.

MONITORING AND REPORTING TIMELINE

Projects will commence upon execution of a contract and are expected to be completed within twelve calendar months. Projects will be monitored by capital projects personnel and program management will be provided by Energy Systems Associates.

ATTACHMENTS

Attachment 1 – Loan Approval Statement

RESOURCE PERSONNEL

Chuck Smith	281-998-6341	charles.smith@sjcd.edu
Damon Harris	281-998-6103	damon.harris@sjcd.edu

Attachment 1 – Loan Approval Statement

LOAN # CL442

ATTACHMENT A-1

LOAN APPROVAL STATEMENT For Energy Conservation Measures

Borrower: San Jacinto College District
 Address: 4620 Fairmont Parkway
 City: Pasadena, Texas 77504
 Loan Coordinator: Andrea DuBois
 Title: Director, Accounting and Financial Services
 Phone: 281-998-6142

UCRM	UCRM Title	Electricity			Natural Gas		Water		Annual Savings		Implementation Costs	Estimated Payback ² Yrs	Estimated Lifetime Yrs
		Energy kWh	Demand kW	Billing \$	Usage CCF	Billing \$	Usage Gallon	Billing \$	O&M Billing \$	Total Billing ¹ \$			
1	LED Lighting Retrofit	954,195	330	70,258.00	0				22,605.00	92,863.00	1,155,562.00	12.44	15
2.1.b	IDF/MDF Mini Split System Installations	213,020	0	9,255.59	0					\$8,687.10	83,745.17	9.64	15
2.1.c	S11 Police Department Split System	177,645	0	4,359.24	0					\$4,137.66	29,581.90	7.15	15
2.5.a	North Campus Demand Flow Optimization	989,308	0	65,294.33	0					\$65,294.33	334,900.00	5.13	15
2.5.b	South Campus Boiler Optimization	0	0	0.00	21,579	21,544				\$21,544.26	77,000.00	3.57	15
3	Retro-commissioning on 10 Buildings	1,487,581	0	56,092.22	67,730	55,839				\$111,930.86	350,919.50	3.14	5
4.1	Power Factor Correction	0	0	4,193.99	0					4,193.99	16,280.00	3.88	15
5.4.a	North Campus Baseball Field Water Recapture	-806	0	-30.38	0			3,000,000	34,510.00	34,479.62	411,480.00	11.93	25
5.4.b	South Campus Irrigation System Sub-metering	0	0	0.00	0			0	14,691	14,690.61	20,355.90	1.39	15
Sub Total		3,820,943	330	209,422.99	89,309	77,382.90		3,000,000	49,200.61	357,821.43	2,479,824.47	6.93	

Utility Assessment Report	92,000.00
Total	2,571,824.47

Notes:
 1 - UCRM 2.1.b & UCRM 2.1.c include savings degradation factor.
 2 - Estimated payback after UCRM 2.1.b & UCRM 2.1.c degradation factor.

Item "A"
Regular Board Meeting September 9, 2024

Approval of the Minutes for the August 12, 2024, Workshop and Regular Board Meeting

RECOMMENDATION

The Chancellor requests that the Board of Trustees approve the minutes for the August 12, 2024, Workshop and Regular Board Meeting.

San Jacinto College District Board Workshop August 12, 2024

The Board of Trustees of the San Jacinto Community College District met for a Board Workshop at 5:00 p.m., Monday, August 12, 2024, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

MINUTES

	Board Workshop Attendees:	Board Members: Dr. Michelle Cantú-Wilson, Erica Davis Rouse, Marie Flickinger, Dan Mims (arrived during closed session), John Moon, Jr., Keith Sinor, Larry Wilson Chancellor: Brenda Hellyer Other: Allatia Harris, Sandra Ramirez, Teri Zamora, Mandi Reiland
	Agenda Item:	Discussion/Information
I.	Call the Meeting to Order	Chair Flickinger called the workshop to order at 5:04 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 (arrived during closed session) John Moon, Jr., Vice Chair Keith Sinor, Secretary Larry Wilson
III.	III. Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071, 551.072, and 551.074 of the Texas Open Meetings Act, for the following purposes: Legal Matters, Real	Chair Flickinger adjourned to closed session at 5:05 p.m. The Board members listed above as attending and Chancellor Brenda Hellyer were present for the closed session. Other attendees are noted below. a. Legal Matters - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law. It was determined after the time of posting that a consultation with an attorney was not needed. b. Real Estate Matters - For the purpose of discussing the purchase, exchange, lease or value of real property.

	<p>Estate Matters, Personnel Matters, and Security Matters</p>	<p>It was determined after the time of posting that there were no real estate matters to discuss.</p> <p>c. Personnel Matters - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.</p> <ul style="list-style-type: none"> • Other personnel matters (Sandra Ramirez attended this portion of the closed session) • Validation of evaluation ratings for members of the Strategic Leadership Team
<p>IV.</p>	<p>Reconvene in Open Meeting</p>	<p>Chair Flickinger reconvened to open meeting at 6:19 p.m.</p> <p>Dr. Allatia Harris, Sandra Ramirez, Mandi Reiland, and Teri Zamora joined the workshop.</p>
<p>V.</p>	<p>Update on Fall Enrollment</p>	<p>Dr. Brenda Hellyer provided an update on fall enrollment. As of this morning, enrollment is at 27,592 in headcount, which is a two percent decrease compared to fall 2023. The contact hours are 4,933,696 which is a 1.4 percent decrease from fall 2023. The largest decline was in continuing students, and we are down slightly in first time in college (FTIC) students. We are working on both of these areas with various outreach efforts. The enrollment has been increasing each week and we continue to see progress.</p> <p>Dr. Michelle Cantú-Wilson asked if we are capturing the number of Promise students who missed the deadline to apply but would have been enrolled. Brenda responded that we are capturing data on those who applied and did not attend plus we will be able to see how many went to other institutions.</p> <p>Keith Sinor asked if the Promise program is the reason for more contact hours. Brenda responded that the Promise scholars are the reason since they are required to take 12 hours to be eligible for the program.</p> <p>Dr. Allatia Harris explained 500 Promise students were in the first cohort and 67.2 percent completed with successful outcomes with 50 percent receiving their degree. The students who are continuing have over 50 hours. We are tracking each Promise cohort and will provide updates in the future.</p>

<p>VI.</p>	<p>Update on Fiscal Year 2025 Budget</p>	<p>Teri explained the changes that were discussed during the Strategic Budget Retreat have been included in this presentation. Increasing the Ad Valorem Tax added half a million dollars to the College’s revenues so there is now a \$9.27 million increase in total revenues from all sources for the year. We have reserved \$1 million to cover anticipated shortfalls in tax collections and \$478,000 will be allocated in October by the Strategic Leadership Team (SLT) to cover future expenses. The College’s net tuition revenue had no change and remains at a \$1.1 million increase. The tax base had no change, but the proposed tax rate is now \$0.106982 for M&O which results in a total tax rate of \$0.154868 when added to the debt tax rate. This rate is between the no new revenue rate and the voter approval rate. Tonight, there will be an action item to approve that the College is not going to propose a rate at the voter approval rate or above.</p> <p>Teri explained the personnel costs did not change from what was discussed during the Board Retreat, but operational costs had a slight increase in reserves. She explained an adjustment has been made in the Restricted Fund budget to the FY24 Federal, State and Local Grants total, caused by a change in accounting for student loans funds. Previously the College budgeted those loans and recorded them as revenue and expense, but it is now recorded as a governmental pass-thru and is no longer deemed to affect revenues and expenses. The FY24 budget has been adjusted to make sure the two budgets are comparable since FY24 had the loans included and FY25 did not. More students are now eligible for the Pell grant, so it has increased by \$8 million.</p> <p>Larry Wilson asked what “Alleviating Campus Food Insecurity” in the auxiliary budget means. Teri explained this is the food program through Student Services which provides students in need with vouchers so they can eat at the campus cafeterias.</p> <p>Michelle asked which food items are available in the Campus Marketplaces the students typically choose. She is curious about the needs in our area. Brenda does not have that information but can get it from Student Services. The College just did a food and supply</p>
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		drive due to Hurricane Beryl, and baby supplies and personal hygiene products seemed to be in high demand.
VII.	Review Property Tax Rate Adoption and Process	Teri reiterated there will be an action item this evening to approve that the College is not going above the voter approval rate. The no new revenue tax rate is \$0.149810, and the estimated voter-approval rate is \$0.158074. The rate the College is proposing (\$0.154868) is slightly above the midpoint between the two rates. She provided an overview of the tax adoption process and timeline. The Board of Trustees will adopt the tax rate during the October 7 th Board meeting.
VIII.	Review Senate Bill (SB) 17 Compliance Report	<p>Sandra Ramirez explained that the administration is recommending the Board review the College’s submission for the certification for compliance with Senate Bill 17. She provided background on the Bill and updates that were made at the College to be compliant with this Bill. The Board was provided a copy of the submission for review, and Sandra explained the contents included in the submission.</p> <p>Allatia added that employees have been encouraged to ask questions when they do not know if something is compliant, and we have been consulting legal to answer these questions. Our legal consultant, Lisa Brown, also did training with faculty and department chairs to keep everyone in compliance.</p> <p>Michelle commented that providing these resources is a great step to take in making sure the College stays compliant.</p> <p>Keith Sinor asked who all was required to work on this compliance report.</p> <p>Sandra explained there was a comprehensive compliance chart that covered all departments who would be involved from SLT members, every instructional and institutional area, Grants, Human Resources, and Student Services.</p> <p>Brenda explained that she and Chair Flickinger will be required to sign the report after it is approved as an action item this evening. The report will then be submitted to the Texas Higher Education Coordinating Board (THECB) for review.</p>

		The Board complimented how well the report was done.
IX.	Review Closure of the Heavy Diesel Power – AAS and Certificate of Technology	<p>Allatia explained the background of the degree and why the program was formed. The College had three years of apprenticeships with Aggreko, which was the feeder of the program. Aggreko was sold to a company who decided to go a different way with how they train so the degree no longer has the same value. Aggreko defined the coursework for the program and other companies on our advisory committee don't see the program aligning with their needs. There are currently eight students enrolled in this program, one student plans to complete but the others are new in the program and after advising, have decided to go a different direction in their career path.</p> <p>Larry asked if this would end all diesel training programs. Allatia clarified it would only close the program that offers this specific certificate. The other diesel programs will remain.</p> <p>Brenda explained the close out process. A notification letter will be sent to the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and THECB. We will also develop a teach out plan for students in the program.</p>
X.	Review of Calendar	Brenda reviewed the calendar and asked the Board members to let Mandi Reiland know if they would like to attend any events.
XI.	General Discussion of Meeting Items a. Additional Purchasing Support Documents	<p>Larry asked how much we are paying for the contract with Houston Spaceport.</p> <p>Brenda responded that the structure of the contract has not changed, but the cost has increased largely because we have additional space.</p> <p>Teri explained the College received 10,000 more square feet and the cost increased \$20,000 so the contract is now for \$65,000 and will increase two percent annually.</p> <p>Michelle asked if any renovations are being done at the Houston Spaceport.</p> <p>Brenda responded that a lot of new equipment is being received but very little renovations are being made. There will also be a company in the facility where Intuitive Machines had been which will help provide more hands-on</p>

		training for our students.
XII.	Adjournment	Chair Flickinger adjourned the meeting at 6:54 p.m.

San Jacinto Community College District
Regular Board Meeting Minutes
August 12, 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, August 12, 2024, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

Attendance

Present:

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

Chancellor: Brenda Hellyer

Others Present: Tanesha Antoine, Mariama Barry, Nathalie Barry, Rhonda Bell, Jesse Bernal, Tiffany Burton, Robert Cage, Jaquelynn Conger, Matt Crow, Kim DeLauro, Destry Dokes, Dianne Duron, Teddy Farias, Amanda Fenwick, Rachel Garcia, Scott Gernander, Catherine Green, Allatia Harris, Damon Harris, Carin Hutchins, Sallie Kay Janes, Bryan Jones, Matt Keim, Kara Kennebrew, Aaron Knight, Heather LaCour, Kristy McAuliffe, Kevin McKisson, DeRhonda McWaine, Lamar McWaine, Kelly Mizell, Kevin Morris, Chelsea Nakayama, Lambrini Nicopoulos, Alexander Okwonna, Soumee Overstreet, Joe Pena, JR Ragaisis, Mandi Reiland, Sherilyn Reynolds, Shelley Rinehart, Nancy Suarez, April Tidwell, Ken Tidwell, Sonia Townsend, Jose Valentine, Isaac Villarreal, 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 7:02 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, Moment of Silence, and Pledge to the Flags

The invocation and moment of silence were given by Sandra Ramirez. The pledges to the American and Texas flags were led by Larry Wilson.

- IV. Special Announcements, Recognitions, Introductions, and Presentations
1. Aaron Knight recognized the students and faculty that competed in the Future Business Leaders of America.
 2. The recognition of Teri Crawford for Receiving the Carl M. "Cheesie" Nelson Administrative Leadership Award was tabled.

- V. Student Success Presentations
- There were no student success presentations.

- VI. Communications to the Board of Trustees
- The following items were reviewed and distributed to the Board as communication items:
1. July Opportunity News
 2. August Opportunity News

- 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 June 2024
 2. San Jacinto College Monthly Financial Statements May 2024
 3. San Jacinto College Monthly Investment Report June 2024
 4. San Jacinto College Monthly Investment Report May 2024
 5. San Jacinto College Quarterly Investment Report March - May 2024
- B. San Jacinto College Foundation Financial Statements
 1. June 2024
 2. May 2024
- C. Capital Improvement Program
 1. June 2024
 2. May 2024

- IX. Consideration of Approval of Amendment to the 2023-2024 Budget for Restricted Revenue and Expenses Relating to Federal, State, and Local Grants/Contracts

Motion 10374:

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

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

Nays: None

- X. Consideration of Approval of Investment Strategy and Annual Review and Approval of the College's Investment Policy - Second Reading

Motion 10375:

Motion moved by Keith Sinor and motion seconded by John Moon, Jr. Motion carried.

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

Nays: None

- XI. Consideration of Approval of Proposed Budget for 2024-2025

Prior to the request for a motion, second, or votes, Teri Zamora presented an overview of the proposed 2024-2025 budget.

Motion 10376:

Motion moved by Larry Wilson and motion seconded by Erica Davis Rouse. Motion carried.

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

Nays: None

- XII. Consideration of Recommendation to Adopt a Tax Rate that is not in Excess of the Voter Approval Tax Rate

Motion 10377:

Motion moved by Keith Sinor and motion seconded by Dan Mims. Motion carried.

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

Nays: None

- XIII. Consideration of Approval of Part-Time Rate Changes, Stipend and Market Premium Changes, and Reauthorization of the Full-time Salary Schedules for 2024-2025

Motion 10378:

Motion moved by Dan Mims and motion seconded by Erica Davis Rouse. Motion carried.

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

Nays: None

- XIV. Consideration of Approval of Licensing Agreement at Ellington Field

Motion 10379:

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

Yeas: Cantú-Wilson, Davis Rouse, Flickinger, Mims, Moon, Jr., Sinor, Wilson
Nays: None

- XV. Consideration for Approval of Report to be Submitted to the Texas Higher Education Coordinating Board Certifying Compliance with Texas Education Code 51.3525 (SB17)

Motion 10380:

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

Yeas: Cantú-Wilson, Davis Rouse, Flickinger, Mims, Moon, Jr., Sinor, Wilson
Nays: None

- XVI. Consideration of Approval of Memorandum of Understanding with Grace Christian Academy for Dual Credit

Motion 10381:

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

Yeas: Cantú-Wilson, Davis Rouse, Flickinger, Mims, Moon, Jr., Sinor, Wilson
Nays: None

- XVII. Consideration of Approval of Memorandum of Understanding with Iman Academy Southeast for Dual Credit

Motion 10382:

Motion moved by Dan Mims and motion seconded by Keith Sinor. Motion carried.

Yeas: Cantú-Wilson, Davis Rouse, Flickinger, Mims, Moon, Jr., Sinor, Wilson
Nays: None

- XVIII. Consideration of Approval of the 2025 Board of Trustees Regularly Scheduled Meeting Dates

Motion 10383:

Motion moved by John Moon, Jr. and motion seconded by Dr. Michelle Cantú-Wilson.
Motion carried.

Yeas: Cantú-Wilson, Davis Rouse, Flickinger, Mims, Moon, Jr., Sinor, Wilson
Nays: None

XIX. Consideration of Approval of Policy III.3000.A, Campus Carry - First Reading
(Informational Item)

No vote required.

XX. Consideration of Purchasing Requests

#1	Consideration of Approval of Annual Renewals and Expenditures	\$	41,402,583
#2	Consideration of Approval of Purchasing Cooperatives		-
#3	Consideration of Approval of Additional Funding for Generation Park Expansion Building		1,600,000
#4	Consideration of Approval to Contract for Central Campus C5 Music Building Envelope Repairs		700,000
#5	Consideration of Approval of a Contract for Architectural Services for Sports Field Renovations at North and South Campuses		176,500
#6	Consideration of Approval to Contract for Asphalt, Concrete, & Parking Lot Striping Services		500,000
#7	Consideration of Approval to Renew the Contract for Pathify Student Portal		411,713
#8	Consideration of Approval of Additional Funds for Job Order Contracting Services		250,000
#9	Consideration of Approval to Purchase Flood Insurance		243,000
#10	Consideration of Approval to Purchase Metal 3D Printer		235,000
#11	Consideration of Approval of Additional Funds for Landscaping Services		221,000
#12	Consideration of Approval to Renew the Contract for Electronic Procurement Software		201,685
#13	Consideration of Approval to Contract for Aerospace System Trainers		193,270
#14	Consideration of Approval to Contract for a Strategic Energy Management Consultant		150,000
#15	Consideration of Approval to Contract for Bond Underwriting Services		-

#16	Consideration of Approval to Purchase a Compact Benchtop Chromatography System	200,000
#17	Consideration of Approval to Purchase Casualty Insurance	382,036

TOTAL OF PURCHASE REQUESTS \$ 46,866,787

Motion 10384:

Motion moved by Dr. Michelle Cantú-Wilson and motion seconded by Erica Davis Rouse. Motion carried.

No vote required.

XXI. Consent Agenda

- A. Approval of the Minutes for the June 3, 2024, Workshop and Regular Board Meeting
- B. Approval of the Minutes for the August 5, 2024, Board Strategic Planning Retreat
- C. Approval of the Budget Transfers
- D. Approval of Personnel Recommendations, Extra Service Agreements (ESA), and 2024-2025 Professional Contract Recommendations
- E. Approval of the Affiliation Agreements
- F. Approval of the Next Regularly Scheduled Meeting

Motion 10385:

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

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

Nays: None

XXII. Items for Discussion/Possible Action

There were no additional items discussed.

XXIII. Adjournment

Chair Flickinger adjourned the meeting at 7:35 p.m.

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve budget transfers for July 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 – July Budget Transfers

RESOURCE PERSONNEL

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Carin Hutchins	281-998-6109	carin.hutchins@sjcd.edu
Dianne Duron	281-998-6347	dianne.duron@sjcd.edu

SAN JACINTO COLLEGE DISTRICT
 Budget Transfers Related to Fiscal Year 2023-24
 for July 2024

ELEMENT OF COST	DEBIT	CREDIT
INSTRUCTION	\$ 25,473	\$ 271,388
PUBLIC SERVICE	\$ -	\$ -
ACADEMIC SUPPORT	\$ 65,493	\$ 20,686
STUDENT SERVICES	\$ 22,116	\$ 256
INSTITUTIONAL SUPPORT	\$ 270,883	\$ 97,226
PHYSICAL PLANT	\$ 5,618	\$ 27
AUXILIARY ENTERPRISES	\$ -	\$ -
	\$ 389,583	\$ 389,583

RECOMMENDATION

The administration recommends that the Board of Trustees approve the following Affiliation Agreements:

North Campus

<u>Department</u>	<u>Affiliation Entity</u>
Emergency Medical Technician	City of Baytown
Emergency Medical Technician	Harris County Emergency Corps #1
Emergency Medical Technician	Mont Belvieu Fire Department
Emergency Medical Technician	South Lake EMS
Health Information Management and Technology	Vision I Care
Medical Assisting and Health Information Management	Woodforest Family Chiropractic
Medical Assisting and Health Information Management	Better Days Chiropractic Clinic
Mental Health	Pasadena ISD – The Summit Guidance Center
Nursing	Icare Pediatrics

Central Campus

<u>Department</u>	<u>Affiliation Entity</u>
Medical Imaging	Texas Imaging Services

South Campus

<u>Department</u>	<u>Affiliation Entity</u>
Occupational Therapy Assistant	The Lighthouse of Houston
Nursing	University of Phoenix, Inc.

RATIONALE

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

FISCAL IMPLICATIONS TO THE COLLEGE

N/A

Item "D"
Regular Board Meeting September 9, 2024
Approval of the Affiliation Agreements

CONTACT PERSONNEL

Daniel J. Snooks, Attorney
Laurel Williamson

281-998-6184

laurel.williamson@sjcd.edu

Item “E”
Regular Board Meeting September 9, 2024
Approval of the Next Regularly Scheduled Meeting

RECOMMENDATION

The next regularly scheduled meeting of the Board of Trustees will be Monday, October 7, 2024.