

***Board of Trustees  
Meeting***

***March 2, 2026***

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

The Board of Trustees of the San Jacinto Community College District will meet for a Board workshop at 5:00 p.m., Monday, March 2, 2026, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

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

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

**BOARD WORKSHOP  
AGENDA**

**I. Call the Workshop to Order**

**II. Roll Call of Board Members**

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

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

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

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

**IV. Reconvene in Open Session**

**V. Discuss Revisions to Board Bylaws**

**VI. Update on Enrollment - Spring 2026**

**VII. Review Potential Increase in Homestead and Over 65/Disabled Property Tax Exemptions**

**VIII. Review Financial and Operating Comparisons to Peers**

**IX. Update on Legislative Affairs**

**X. General Discussion of Meeting Items**

**A. Additional Purchasing Support Documents**

**B. Delegation of Authority**

**XI. Calendar**

**XII. Adjournment**

#### Additional Closed Session Authority

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

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

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

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

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

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

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

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

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

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

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

On this day, February 24, 2026, this notice was posted to the College’s website, on a bulletin board located at a place convenient to the public at the administrative building of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, and is readily accessible to the public upon request.

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Brenda Hellyer, Ed.D.

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

The Board of Trustees of the San Jacinto Community College District will meet for a regularly scheduled Board meeting at 7:00 p.m. on Monday, March 2, 2026, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

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

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

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

A link to a public comments form is available at: [www.sanjac.edu/request-speak-to-board](http://www.sanjac.edu/request-speak-to-board)  
The form must be completed prior to 11:00 a.m. on March 2, 2026. After completion of the form, the requestor will be contacted with further instructions. Registered participants will be allotted five minutes to address the Board of Trustees during the "Public Comment" portion of the meeting. Discussion shall be addressed to the Board Chair and the entire membership of the Board. Discussion shall be limited solely to the matter indicated on the request form. Members of the Board of Trustees and/or administration may not comment or deliberate during a public comment period at the meeting except to state that the Chancellor or designee may follow-up, when appropriate.

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

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

**BOARD MEETING  
AGENDA**

- I. Call the Meeting to Order**
- II. Roll Call of Board Members**
- III. Invocation and Pledge to the Flags**
- IV. Special Announcements, Recognitions, Introductions, and Presentations**
- V. Student Success Presentations**
  - A. Student Achievement Measures Update**  
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 - January 2026**
- 2. San Jacinto College Monthly Investment Reports - January 2026**
- B. San Jacinto College Foundation Financial Statements - January 2026**
- C. Capital Improvement Program**
- D. San Jacinto Community College Board Building Committee Minutes**
- E. San Jacinto Community College Board Finance Committee Minutes**

### **ACTION ITEMS**

**IX. Consideration of Approval to Modify Childcare Fees**

**X. Consideration of Approval of Tuition Schedule and Other Student Charges for Fiscal Year 2027**

**XI. Consideration of Approval of Tuition Exemptions and Waivers for Fiscal Year 2027**

**XII. Consideration of Approval of Memorandum of Understanding with Aldine ISD Health Education and Learning Program for Dual Credit**

**XIII. Consideration of Approval of Memorandum of Understanding with First Baptist Academy for Dual Credit**

**XIV. Consideration of Approval for an Addendum to the Memorandum of Understanding with Channelview ISD for Dual Credit**

**XV. Consideration of Approval of Memorandum of Understanding with Sheldon ISD for a Shared Educational Planner**

**XVI. Consideration of Authorization for the Execution of a Pipeline Easement and Right of Way Agreement at North Campus**

**XVII. Consideration of Approval to Use Future Capital Project Funds**

**XVIII. Consideration of Approval of Allocation of Capital Project Funds**

**XIX. Consideration for Establishing Governmental Excess Benefit Arrangement under Internal Revenue Code Section 415(m)**

### **PURCHASING REQUESTS**

**XX. Consideration of Purchasing Requests**

### **CONSENT AGENDA**

**XXI. Consent Agenda**

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

**A. Approval of the Minutes for the February 2, 2026, Workshop and Regular Board Meeting**

**B. Approval of the Budget Transfers**

**C. Approval of Personnel Recommendations**

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

**E. Approval of the Minutes for the January 30, 2026, Board Strategic Planning Retreat**

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

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

**XXIII. Adjournment**

### **Closed Session Authority**

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

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

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

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

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:

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Brenda Hellyer, Ed.D.

San Jacinto College Monthly Financial Statements  
January 2026

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

<u>Assets</u>	<u>2026</u>	<u>2025</u>
<b>Current assets:</b>		
Cash and cash equivalents	\$ 74,375,343	\$ 88,716,953
Restricted cash and cash equivalents	27,913,180	77,075,004
Investments	5,009,850	9,992,100
Restricted investments	42,376,976	-
Accounts receivable - taxes	5,490,875	5,527,508
Accounts receivable	33,059,230	28,674,516
Deferred charges	1,218,057	1,470,782
Inventories	489,828	444,074
Total current assets	<u>189,933,338</u>	<u>211,900,937</u>
<b>Noncurrent assets:</b>		
Other long term investments	25,118,361	20,062,900
Capital assets, net	714,599,075	716,088,255
Total noncurrent assets	<u>739,717,436</u>	<u>736,151,155</u>
Total assets	<u>929,650,775</u>	<u>948,052,092</u>
<b>Deferred outflows of resources:</b>		
Deferred outflow related to pensions	16,138,596	23,369,169
Deferred outflow related to OPEB	10,244,217	9,505,667
Deferred outflow related to defeased debt	2,710,635	3,375,805
Total deferred outflows of resources	<u>29,093,448</u>	<u>36,250,641</u>
<b>Liabilities</b>		
<b>Current liabilities:</b>		
Accounts payable	15,421,042	15,370,120
Accrued liabilities	11,770,046	13,615,375
Accrued compensable absences and deferred compensation	3,642,957	2,853,852
Deferred revenues	8,614,535	226,971
Total current liabilities	<u>39,448,580</u>	<u>32,066,317</u>
<b>Noncurrent liabilities:</b>		
Net pension liability	56,117,690	58,696,523
Net OPEB liability	97,935,940	88,758,738
Bonds and notes payable	633,777,614	646,572,840
Total noncurrent liabilities	<u>787,831,243</u>	<u>794,028,101</u>
Total liabilities	<u>827,279,824</u>	<u>826,094,418</u>
<b>Deferred inflows of resources:</b>		
Deferred inflows related to pensions	1,916,844	3,781,273
Deferred inflows related to OPEB	23,593,689	33,479,070
Deferred Inflows - Lease Receivable	569,198	192,100
Total deferred inflows of resources	<u>26,079,731</u>	<u>37,452,444</u>
<b>Net assets</b>		
Beginning of year - audited	78,899,917	79,811,001
Current year addition (reduction)	26,484,751	40,944,870
Total net position	<u>\$ 105,384,668</u>	<u>\$ 120,755,870</u>

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**11 Unrestricted Funds**

	Adjusted Budget	Actual 41.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/25 Actual
<b>Revenues</b>					
State Appropriations	\$ 54,664,243	\$ 27,531,411	50.36%	\$ 28,374,096	50.76%
State Appropriations - FAST	2,650,000	2,638,309	99.56%	2,463,469	93.64%
Local Taxes - Maintenance & Operations	93,350,000	33,300,245	35.67%	47,122,346	52.20%
Credit Tuition	70,906,831	62,926,263	88.74%	58,047,388	83.11%
Credit Exemptions & Waivers	(10,582,247)	(8,607,625)	81.34%	(8,658,178)	84.67%
Continuing Education					
CPET	450,000	125,890	27.98%	119,491	30.07%
Biotechnology	600,000	21,959	3.66%	32,351	56.02%
Maritime Transportation	2,500,000	925,644	37.03%	1,001,996	41.99%
Continuing Professional Development (CPD)	8,547,308	2,043,243	23.91%	1,806,518	28.19%
Continuing Education Exemptions & Waivers	(45,000)	(12,750)	28.33%	(23,135)	47.49%
Bad Debt	(1,200,000)	(500,000)	41.67%	(458,333)	32.38%
Sales & Services	2,600,000	1,014,522	39.02%	918,195	31.09%
Investment Income	4,900,000	1,472,862	30.06%	1,628,240	34.27%
<b>Total Revenues</b>	<b>229,341,135</b>	<b>122,879,973</b>	<b>53.58%</b>	<b>132,374,444</b>	<b>59.12%</b>
<b>Expenditures</b>					
Instruction	89,764,101	42,594,958	47.45%	41,219,940	44.64%
Public Service	20,078	8,916	44.41%	1,557	21.12%
Academic Support	21,884,774	8,918,770	40.75%	8,707,311	46.02%
Student Services	23,817,014	9,354,730	39.28%	9,193,523	40.49%
Institutional Support	60,824,529	24,849,805	40.85%	25,369,283	42.20%
Physical Plant	26,908,088	8,515,369	31.65%	8,958,489	37.55%
<b>Total Expenditures</b>	<b>223,218,584</b>	<b>94,242,548</b>	<b>42.22%</b>	<b>93,450,103</b>	<b>42.88%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	5,755,361	1,455,840	25.30%	1,258,803	22.44%
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ 367,190</b>	<b>\$ 27,181,585</b>		<b>\$ 37,665,538</b>	

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**Federal Restricted Funds**

	<b>Adjusted Budget</b>	<b>Actual 41.7%</b>	<b>% Actual to Adjusted Budget</b>	<b>PY YTD Actual</b>	<b>% of 8/31/25 Actual</b>
<b>Revenues</b>					
Grants	\$ 73,222,438	\$ 36,665,761	50.07%	\$ 34,310,608	43.96%
<b>Total Revenues</b>	<b>73,222,438</b>	<b>36,665,761</b>	<b>50.07%</b>	<b>34,310,608</b>	<b>43.96%</b>
<b>Expenditures</b>					
Instruction	1,022,524	358,505	35.06%	390,019	40.33%
Public Service	331,377	63,907	19.29%	103,277	49.85%
Academic Support	7,811,064	1,524,916	19.52%	2,085,817	43.05%
Student Services	460,731	418,786	90.90%	205,972	43.75%
Institutional Support	489,510.55	191,302	39.08%	248,439	40.87%
Physical Plant	505,584	85,933	17.00%	65,561	27.76%
Scholarships and Fellowships	62,601,647	34,022,412	54.35%	31,211,526	44.14%
<b>Total Expenditures</b>	<b>73,222,438</b>	<b>36,665,761</b>	<b>50.07%</b>	<b>34,310,609</b>	<b>43.96%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**State Restricted Funds**

	<b>Adjusted Budget</b>	<b>Actual 41.7%</b>	<b>% Actual to Adjusted Budget</b>	<b>PY YTD Actual</b>	<b>% of 8/31/25 Actual</b>
<b>Revenues</b>					
State Appropriations - Exceptional Item	\$ 10,000,000	\$ 1,836,474	18.36%	-	-
Investment Income	-	104,129	-	-	-
State Paid Benefits	14,402,520	6,183,511	42.93%	5,672,883	29.81%
Grants	11,801,523	4,041,125	34.24%	3,271,340	42.22%
<b>Total Revenues</b>	<b>36,204,043</b>	<b>12,165,240</b>	<b>33.60%</b>	<b>8,944,223</b>	<b>33.40%</b>
<b>Expenditures</b>					
Instruction	16,371,625	4,779,589	29.19%	3,115,917	31.68%
Public Service	6,502	5,465	84.06%	8,315	26.93%
Academic Support	4,940,743	1,181,867	23.92%	754,859	25.62%
Student Services	1,803,808	1,015,328	56.29%	917,859	30.06%
Institutional Support	4,261,536	1,359,236	31.90%	1,142,071	27.23%
Physical Plant	52,216	332	0.64%	-	-
Scholarships and Fellowships	8,767,612	3,719,293	42.42%	3,005,201	44.31%
<b>Total Expenditures</b>	<b>36,204,043</b>	<b>12,061,110</b>	<b>33.31%</b>	<b>8,944,223</b>	<b>33.32%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ 104,129</b>		<b>\$ -</b>	

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**Local Restricted Funds**

	<b>Adjusted Budget</b>	<b>Actual 41.7%</b>	<b>% Actual to Adjusted Budget</b>	<b>PY YTD Actual</b>	<b>% of 8/31/25 Actual</b>
<b>Revenues</b>					
Grants	\$ 8,616,214	\$ 3,237,760	37.58%	\$ 3,148,490	80.00%
<b>Total Revenues</b>	<b>8,616,214</b>	<b>3,237,760</b>	<b>37.58%</b>	<b>3,148,490</b>	<b>80.00%</b>
<b>Expenditures</b>					
Instruction	4,000	-	-	-	-
Public Service	252,342	50,273	19.92%	66,355	38.61%
Academic Support	1,402,740	385,668	27.49%	315,409	38.62%
Student Services	1,692	770	45.52%	2,000	43.40%
Institutional Support	37,208	8,873	23.85%	7,038	100.00%
Physical Plant	186,223	17,809	9.56%	-	-
Scholarships and Fellowships	7,250,150	2,757,763	38.04%	2,824,534	88.06%
<b>Total Expenditures</b>	<b>9,134,355</b>	<b>3,221,157</b>	<b>35.26%</b>	<b>3,215,336</b>	<b>74.73%</b>
<b>Transfers Among Funds</b>					
Transfers In	(518,141)	(86,357)	16.67%	(63,256)	17.70%
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ 102,960</b>		<b>\$ (3,590)</b>	

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**27 FAST & TPEG**

	Adjusted Budget	Actual 41.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/25 Actual
<b>Revenues</b>					
State Appropriations - FAST	\$ 2,450,000	\$ 1,943,184	79.31%	\$ 1,976,531	89.96%
Tuition - Credit & Non Credit - TPEG	3,500,000	2,849,732	81.42%	2,757,330	81.23%
<b>Total Revenues</b>	<b>5,950,000</b>	<b>4,792,915</b>	<b>80.55%</b>	<b>4,733,861</b>	<b>83.93%</b>
<b>Expenditures</b>					
Scholarships and Fellowships - FAST	2,450,000	1,943,184	79.31%	1,976,531	89.96%
Scholarships and Fellowships	3,500,000	1,239,394	35.41%	1,427,366	46.49%
<b>Total Expenditures</b>	<b>5,950,000</b>	<b>3,182,578</b>	<b>53.49%</b>	<b>3,403,897</b>	<b>64.62%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ 1,610,337</b>		<b>\$ 1,329,964</b>	

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**28 Private Gifts and Donations**

	<b>Adjusted Budget</b>	<b>Actual 41.7%</b>	<b>% Actual to Adjusted Budget</b>	<b>PY YTD Actual</b>	<b>% of 8/31/25 Actual</b>
<b>Revenues</b>					
Grants	\$ 52,402	\$ 25,000	47.71%	\$ 20,000	15.08%
<b>Total Revenues</b>	<b>52,402</b>	<b>25,000</b>	<b>47.71%</b>	<b>20,000</b>	<b>12.03%</b>
<b>Expenditures</b>					
Instruction	-	9,934	-	10,434	23.67%
Academic Support	25,000	86	0.34%	-	-
Institutional Support	27,402	-	-	304	0.84%
<b>Total Expenditures</b>	<b>52,402</b>	<b>10,021</b>	<b>19.12%</b>	<b>10,738</b>	<b>4.70%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ 14,979</b>		<b>\$ 9,262</b>	

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**Auxiliary Enterprises**

	<b>Adjusted Budget</b>	<b>Actual 41.7%</b>	<b>% Actual to Adjusted Budget</b>	<b>PY YTD Actual</b>	<b>% of 8/31/25 Actual</b>
<b>Revenues</b>					
Auxiliary Services	\$ 3,087,000	\$ 1,520,303	49.25%	\$ 1,427,215	48.24%
<b>Total Revenues</b>	<b>3,087,000</b>	<b>1,520,303</b>	<b>49.25%</b>	<b>1,427,215</b>	<b>48.24%</b>
<b>Expenditures</b>					
Labor	1,302,171	546,010	41.93%	352,836	29.16%
Benefits	334,082	94,331	28.24%	51,881	21.03%
Supplies	643,752	311,526	48.39%	282,185	46.79%
Travel	220,112	40,501	18.40%	36,437	13.80%
Contracted Services	243,618	158,973	65.25%	49,639	42.34%
Utilities	200	-	-	-	-
Scholarships and Fellowships	1,088,857	632,417	58.08%	667,215	61.56%
<b>Total Expenditures</b>	<b>3,832,792</b>	<b>1,783,758</b>	<b>46.54%</b>	<b>1,440,193</b>	<b>40.86%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ (745,792)</b>	<b>\$ (263,455)</b>		<b>\$ (12,978)</b>	

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**Fund 95 Retirement of Indebtedness**

	<b>Adjusted Budget</b>	<b>Actual 41.7%</b>	<b>% Actual to Adjusted Budget</b>	<b>PY YTD Actual</b>	<b>% of 8/31/25 Actual</b>
<b>Revenues</b>					
Local Taxes - Debt Service	\$ 39,808,402	\$ 14,115,118	35.46%	\$ 21,093,014	52.43%
Investment Income	-	44,751	-	46,503	14.50%
<b>Total Revenues</b>	<b>39,808,402</b>	<b>14,159,869</b>	<b>35.57%</b>	<b>21,139,517</b>	<b>52.13%</b>
<b>Expenditures</b>					
Institutional Support - Principal	19,611,597	-	-	-	-
Institutional Support - Interest	24,432,134	9,995,053	40.91%	11,360,137	53.85%
<b>Total Expenditures</b>	<b>44,043,731</b>	<b>9,995,053</b>	<b>22.69%</b>	<b>11,360,137</b>	<b>29.32%</b>
<b>Transfers Among Funds</b>					
Transfers In	(4,087,220)	(95,547)	2.34%	(95,547)	2.36%
Transfers Out	-	-	-	-	-
Adjustment for Debt Principal Payment <sup>1</sup>	(19,611,597)	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ 19,463,488</b>	<b>\$ 4,260,363</b>		<b>\$ 9,874,927</b>	

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

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**Fund 97 Investment in Plant**

	<b>Adjusted Budget</b>	<b>Actual 41.7%</b>	<b>% Actual to Adjusted Budget</b>	<b>PY YTD Actual</b>	<b>% of 8/31/25 Actual</b>
<b>Expenditures</b>					
Depreciation	\$ 26,000,000	\$ 10,489,874	40.35%	\$ 10,730,413	41.22%
<b>Total Expenditures</b>	<b>26,000,000</b>	<b>10,489,874</b>	<b>40.35%</b>	<b>10,730,413</b>	<b>41.22%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Adjustment for Capital Purchases <sup>1</sup>	(8,975,568)	(1,908,760)	21.27%	(287,654)	20.63%
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ (17,024,432)</b>	<b>\$ (8,581,114)</b>		<b>\$ (10,442,759)</b>	

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

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

	Adjusted Budget	Actual 41.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/25 Actual
<b>Revenues</b>					
State Appropriations	\$ 69,066,763	\$ 33,714,922	48.81%	\$ 34,046,979	45.44%
State Appropriations - FAST	5,100,000	4,581,493	89.83%	4,440,000	91.96%
State Appropriations - Exceptional Item	10,000,000	1,836,474	18.36%	-	-
Local Taxes - Maintenance & Operations	93,350,000	33,300,245	35.67%	47,122,346	52.20%
Local Taxes - Debt Service	39,808,402	14,115,118	35.46%	21,093,014	52.43%
Credit Tuition	74,406,831	65,775,995	88.40%	60,804,718	83.02%
Credit Exemptions & Waivers	(10,582,247)	(8,607,625)	81.34%	(8,658,178)	84.67%
Continuing Education					
CPET	450,000	125,890	27.98%	119,491	30.07%
Biotechnology	600,000	21,959	3.66%	32,351	56.02%
Maritime Transportation	2,500,000	925,644	37.03%	1,001,996	41.99%
Continuing Professional Development	8,547,308	2,043,243	23.91%	1,806,518	28.19%
Continuing Education Exemptions & Waivers	(45,000)	(12,750)	28.33%	(23,135)	47.49%
Bad Debt	(1,200,000)	(500,000)	41.67%	(458,333)	32.38%
Sales & Services	2,600,000	1,014,522	39.02%	918,195	30.74%
Investment Income	4,900,000	1,472,862	30.06%	1,925,908	33.80%
Investment Income - Restricted Funds	-	929,910	-	1,424,505	46.73%
Auxiliary Services	3,087,000	1,520,303	49.25%	1,427,215	48.24%
Grants	84,805,829	40,457,539	47.71%	37,598,421	43.78%
Local Grants	8,886,747	3,512,107	39.52%	3,152,018	79.22%
<b>Total Revenues</b>	<b>396,281,633</b>	<b>196,227,850</b>	<b>49.52%</b>	<b>207,774,029</b>	<b>53.88%</b>
<b>Expenditures</b>					
Instruction	107,162,250	47,742,986	44.55%	44,736,309	43.35%
Public Service	610,299	128,562	21.07%	179,504	43.02%
Academic Support	36,064,320	12,011,307	33.31%	11,863,396	43.09%
Student Services	26,083,246	10,789,614	41.37%	10,319,354	39.33%
Institutional Support	109,683,917	36,404,271	33.19%	38,127,272	35.41%
Physical Plant	27,652,112	8,619,442	31.17%	9,024,049	37.31%
Scholarships and Fellowships	84,569,409	43,682,046	51.65%	40,445,158	46.97%
Auxiliary Enterprises	3,832,792	1,783,758	46.54%	1,440,193	40.86%
Depreciation	26,000,000	10,489,874	40.35%	10,730,413	41.22%
<b>Total Expenditures</b>	<b>421,658,344</b>	<b>171,651,859</b>	<b>40.71%</b>	<b>166,865,648</b>	<b>41.21%</b>
<b>Transfers Among Funds</b>					
Transfers In	(5,755,361)	(1,455,840)	25.30%	(1,258,803)	22.43%
Transfers Out	5,755,361	1,455,840	25.30%	1,258,803	22.43%
Adjustment for Debt Principal Payment <sup>1</sup>	(19,611,597)	-	-	-	-
Adjustment for Capital Purchases <sup>1</sup>	(8,975,568)	(1,908,760)	21.27%	(287,654)	20.63%
Adjustment PY GASB 101 Restatement					
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ 3,210,454</b>	<b>\$ 26,484,751</b>		<b>\$ 41,196,035</b>	

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

# Capital Improvement Program

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**Fund 91 Capital Projects**

	<b>Adjusted Budget</b>	<b>Actual 41.7%</b>	<b>% Actual to Adjusted Budget</b>	<b>PY YTD Actual</b>	<b>% of 8/31/25 Actual</b>
<b>Revenues</b>					
Investment Income	\$ -	\$ 552,560	-	\$ 1,173,339	47.48%
<b>Total Revenues</b>	<b>-</b>	<b>552,560</b>	<b>-</b>	<b>1,173,339</b>	<b>47.48%</b>
<b>Expenditures</b>					
SECO-Energy Conservation Projects	604,245	98,602	16.32%	289,741	14.55%
Bond Program	39,800,997	1,793,014	4.50%	6,312,110	37.41%
Arbitrage Rebate	-	-	-	-	-
<b>Total Expenditures</b>	<b>40,405,241</b>	<b>1,891,616</b>	<b>4.68%</b>	<b>6,601,851</b>	<b>28.93%</b>
<b>Transfers Among Funds</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ (40,405,241)</b>	<b>\$ (1,339,056)</b>		<b>\$ (5,428,512)</b>	

**San Jacinto Community College District**  
**Statement of Revenues, Expenditures and Changes In Net Position**  
**For the Five Months Ended January 31, 2026**

**Fund 93 Renewal and Replacement**

	Adjusted Budget	Actual 41.7%	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/25 Actual
<b>Revenues</b>					
Investment Income	\$ -	\$ 228,470	-	\$ 251,166	43.50%
<b>Total Revenues</b>	<b>-</b>	<b>228,470</b>	<b>-</b>	<b>251,166</b>	<b>43.50%</b>
<b>Expenditures</b>					
District Energy Savings Projects	716,365	-	-	-	-
Capital Reserve Fund	13,716,404	799,571	5.83%	438,574	59.82%
Instructional Equipment Fund	108,224	-	-	-	-
<b>Total Expenditures</b>	<b>14,540,992</b>	<b>799,571</b>	<b>5.50%</b>	<b>438,574</b>	<b>33.83%</b>
<b>Transfers Among Funds</b>					
Transfers In	(1,150,000)	(1,273,937)	-	(1,100,000)	91.51%
Transfers Out	-	-	-	-	-
<b>Net Increase (Decrease) in Net Position</b>	<b>\$ (13,390,992)</b>	<b>\$ 702,836</b>		<b>\$ 912,592</b>	

San Jacinto College Financial Statements  
Monthly Investment Report  
January 2026

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**  
**Cash, Cash Equivalents, and Investments**  
**Portfolio Summary Report**  
**Period Ending January 31, 2026**

		<u>Fair Market Value</u>	<u>Book Value</u>
Beginning Value	January 1, 2026	\$ 146,050,463	\$ 145,947,619
Additions/Subtractions (Net)		28,768,185	28,768,185
Change in Fair Market Value*		(31,500)	-
Ending Value	January 31, 2026	<u>\$ 174,787,148</u>	<u>\$ 174,715,804</u>

Earnings for the Month of January	\$ 519,600
Weighted Average Maturity at Ending Period Date (Days)	73.18
Weighted Average Earnings Rate - Unrestricted Funds	4.1549%
Weighted Average Earnings Rate - Restricted Funds (Including SLGS)	3.4570%
Benchmark - One Year Treasury Yield	3.4800%

\*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**  
**January 31, 2026**

Description	Annualized Interest Rate	Purchase Date	Maturity	Par	Fair Market Value	Book Value	% of Total Portfolio	Days to Maturity
<b>Operating and Capital Projects Reserve Funds</b>								
Demand Deposits								
Credit Cards in Transit	N/A	N/A	N/A	\$ N/A	\$ 28,976	\$ 28,976	0.02%	1
JPMorgan Accounts Payable Disbursements	N/A	N/A	N/A	N/A	(679,076)	(679,076)	-0.39%	1
JPMorgan Operating (Hybrid Earnings)	2.200%	N/A	N/A	N/A	6,236,788	6,236,788	3.57%	1
JPMorgan Payroll	N/A	N/A	N/A	N/A	(10,025)	(10,025)	-0.01%	1
JPMorgan Worker's Comp	N/A	N/A	N/A	N/A	(2,527)	(2,527)	0.00%	1
Petty Cash	N/A	N/A	N/A	N/A	17,327	17,327	0.01%	1
Pool Accounts								
LSIP Corporate Overnight Plus Fund - Operating Funds	3.9120%	N/A	N/A	N/A	33,013,297	33,013,297	18.90%	1
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	3.9120%	N/A	N/A	N/A	12,909,032	12,909,032	7.39%	1
TexPool - Operating	3.7098%	N/A	N/A	N/A	128,958	128,958	0.07%	1
TexPool - PRIME - Operating	3.8692%	N/A	N/A	N/A	25,355,908	25,355,908	14.51%	1
Investments - Held at BNY Mellon								
US Treasury Note, CUSIP 91282CJK8	4.625%	11/21/24	11/15/26	5,000,000	5,038,450	5,031,450	2.88%	288
US Treasury Note, CUSIP 91282CKH3	4.249%	01/24/25	03/31/26	5,000,000	5,005,500	5,014,035	2.87%	59
US Treasury Note, CUSIP 9128CHH7	4.148%	06/11/25	06/15/26	5,000,000	5,009,850	4,998,828	2.86%	135
US Agency Note, CUSIP 3130AWBZ2	4.010%	06/11/25	06/11/27	5,000,000	5,039,750	5,010,945	2.87%	496
US Agency Note, CUSIP 3133ETJZ1	3.990%	06/11/25	06/05/28	5,000,000	5,015,400	4,987,174	2.85%	856
US Agency Note, CUSIP 3130ATET0	3.618%	09/25/25	09/27/27	5,000,000	5,012,700	5,007,873	2.87%	604
<b>Bonds, Debt Service, and Other Restricted Funds</b>								
Pool Accounts								
LSIP Corporate Overnight Plus Fund - GOB Debt Service	3.9120%	N/A	N/A	N/A	15,141,501	15,141,501	8.67%	1
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	3.9120%	N/A	N/A	N/A	-	-	0.00%	1
LSIP Corporate Overnight Plus Fund - 2023 Bond Proceeds	3.9120%	N/A	N/A	N/A	41,905	41,905	0.02%	1
U.S. Treasury Securities SLGS Demand Deposit - 2021 Bond Proceeds	2.8100%	N/A	N/A	N/A	1,167,718	1,167,718	0.67%	1
U.S. Treasury Securities SLGS Demand Deposit - 2022 Bond Proceeds	2.8100%	N/A	N/A	N/A	41,209,258	41,209,258	23.59%	1
LSIP Corporate Overnight Plus Fund - Biotech	3.9120%	N/A	N/A	N/A	10,106,459	10,106,459	5.78%	1
<b>Grand Total - Cash, Cash Equivalents, and Investments</b>				<b>\$ 30,000,000</b>	<b>\$ 174,787,148</b>	<b>\$ 174,715,804</b>	<b>100.00%</b>	

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**  
**Cash, Cash Equivalents, and Investments**  
**Inventory Holdings Report**  
**January 31, 2026**

Description	Annualized Interest Rate	Maturity	Par	12/31/2025 Ending FMV	12/31/2025 Ending Book Value	1/31/2026 Ending FMV	1/31/2026 Ending Book Value	Additions/Subtractions and Change in FMV For the Month	LTD Unrealized Gain/Loss	January Earnings	September through January Earnings
<b>Operating and Capital Projects Reserve Funds</b>											
Demand Deposits											
Credit Cards in Transit	N/A	N/A	\$ N/A	\$ (785,744)	\$ (785,744)	\$ 28,976	\$ 28,976	\$ 814,720	N/A	\$ N/A	\$ N/A
JPMorgan Accounts Payable Disbursements	N/A	N/A	N/A	(536,181)	(536,181)	(679,076)	(679,076)	(142,895)	N/A	N/A	N/A
JPMorgan Operating (Hybrid Earnings)	2.200%	N/A	N/A	5,651,236	5,651,236	6,236,788	6,236,788	585,552	N/A	8,802	48,938
JPMorgan Payroll	N/A	N/A	N/A	(16,933)	(16,933)	(10,025)	(10,025)	6,908	N/A	N/A	N/A
JPMorgan Worker's Comp	N/A	N/A	N/A	(2,301)	(2,301)	(2,527)	(2,527)	(225)	N/A	N/A	N/A
Petty Cash	N/A	N/A	N/A	19,067	19,067	17,327	17,327	(1,740)	N/A	N/A	N/A
Sub Total Demand Deposits			\$ N/A	\$ 4,329,143	\$ 4,329,143	\$ 5,591,463	\$ 5,591,463	\$ 1,262,320	\$ N/A	\$ 8,802	\$ 48,938
Pool Accounts											
TexPool - Operating	3.7098%	N/A	\$ N/A	\$ 15,705,439	\$ 15,705,439	\$ 128,958	\$ 128,958	\$ (15,576,481)	N/A	\$ 24,278	\$ 213,532
TexPool PRIME - Operating	3.8692%	N/A	N/A	9,597,849	9,597,849	25,355,908	25,355,908	15,758,059	N/A	58,059	205,858
LSIP Corporate Overnight Plus Fund - Operating Funds	3.9120%	N/A	N/A	17,385,566	17,385,566	33,013,297	33,013,297	15,627,731	N/A	102,690	523,077
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	3.9120%	N/A	N/A	13,285,904	13,285,904	12,909,032	12,909,032	(376,873)	N/A	44,049	228,470
Sub Total Pool Accounts			\$ N/A	\$ 55,974,758	\$ 55,974,758	\$ 71,407,194	\$ 71,407,194	\$ 15,432,436	\$ N/A	\$ 229,076	\$ 1,170,937
Investments - Held at BNY Mellon											
US Agency Note, CUSIP 3133ERTZ4	4.034%	09/19/25	-	-	-	-	-	-	-	-	16,183
US Treasury Note, CUSIP 91282CJK8	4.625%	11/15/26	5,000,000	5,044,750	5,031,450	5,038,450	5,031,450	(6,300)	7,000	19,271	96,354
US Treasury Note, CUSIP 91282CKH3	4.249%	03/31/26	5,000,000	5,010,550	5,014,035	5,005,500	5,014,035	(5,050)	(8,535)	18,750	93,750
US Treasury Note, CUSIP 91282CHH7	4.148%	06/15/26	5,000,000	5,013,900	4,998,828	5,009,850	4,998,828	(4,050)	11,022	17,285	77,832
US Agency Note, CUSIP 3130AWBZ2	4.010%	06/11/27	5,000,000	5,045,050	5,010,945	5,039,750	5,010,945	(5,300)	28,805	17,188	75,052
US Agency Note, CUSIP 3133ETJZ1	3.990%	06/05/28	5,000,000	5,022,450	4,987,174	5,015,400	4,987,174	(7,050)	28,226	16,592	69,504
US Agency Note, CUSIP 3130ATET0	3.618%	09/27/27	5,000,000	5,016,450	5,007,873	5,012,700	5,007,873	(3,750)	4,827	15,089	61,382
Sub Total Investments			\$ 30,000,000	\$ 30,153,150	\$ 30,050,306	\$ 30,121,650	\$ 30,050,306	\$ (31,500)	\$ 71,345	\$ 104,174	\$ 490,058
Sub Total - Operating and Capital Projects Reserve Funds			\$ 30,000,000	\$ 90,457,051	\$ 90,354,206	\$ 107,120,307	\$ 107,048,963	\$ 16,663,257	\$ 71,345	\$ 342,052	\$ 1,709,932
<b>Bonds, Debt Service, and Other Restricted Funds</b>											
Pool Accounts											
LSIP Corporate Overnight Plus Fund - GOB Debt Service	3.9120%	N/A	N/A	3,217,996	3,217,996	15,141,501	15,141,501	11,923,505	N/A	27,372	44,751
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	3.9120%	N/A	N/A	253	253	-	-	(253)	N/A	-	1,652
LSIP Corporate Overnight Plus Fund - 2023 Bond Proceeds	3.9120%	N/A	N/A	41,766	41,766	41,905	41,905	139	N/A	139	721
U.S. Treasury Securities SLGS Demand Deposit - 2021 Bond Proceeds	2.8100%	N/A	N/A	1,164,642	1,164,642	1,167,718	1,167,718	3,076	N/A	3,076	14,350
U.S. Treasury Securities SLGS Demand Deposit - 2022 Bond Proceeds	2.8100%	N/A	N/A	41,095,760	41,095,760	41,209,258	41,209,258	113,498	N/A	113,498	535,837
LSIP Corporate Overnight Plus Fund - Biotech	3.9120%	N/A	N/A	10,072,995	10,072,995	10,106,459	10,106,459	33,464	N/A	33,464	104,129
Sub Total Pool Accounts			\$ N/A	\$ 55,593,413	\$ 55,593,413	\$ 67,666,841	\$ 67,666,841	\$ 12,073,428	\$ N/A	\$ 177,548	\$ 701,441
Sub Total - Bond and Debt Service Funds			\$ N/A	\$ 55,593,413	\$ 55,593,413	\$ 67,666,841	\$ 67,666,841	\$ 12,073,428	\$ N/A	\$ 177,548	\$ 701,441
Grand Total - Cash, Cash Equivalents, and Investments			\$ 30,000,000	\$ 146,050,463	\$ 145,947,619	\$ 174,787,148	\$ 174,715,804	\$ 28,736,685	\$ 71,345	\$ 519,600	\$ 2,411,373

San Jacinto College Foundation  
Financial Statements  
January 2026

**San Jacinto College Foundation**  
Statement of Financial Position  
As of January 31, 2026

ASSETS	Current Year	Last Year	Difference
Current Assets			
Checking/Savings			
General Fund	\$2,638,227	\$1,975,851	\$662,376
Promise (Endowed)	541,674		541,674
Total Checking/Savings	3,179,901	1,975,851	1,204,050
Accounts Receivables	1,906,678	2,679,435	(772,757)
Other Current Assets			
Short Term Investments			
Goldman Sachs - Promise (Non-Endowed)	80,985	1,927,047	(1,846,062)
Goldman Sachs - Promise (Endowed)	31,528,028	27,594,994	3,933,033
Goldman Sachs - FDN - HOE	476,930	471,375	5,555
Goldman Sachs - FDN	17,782,354	15,914,600	1,867,753
Total SJC Short Term Investments	49,868,296	45,908,016	3,960,280
Total Current Assets	54,954,875	50,563,302	4,391,573
<b>TOTAL ASSETS</b>	<b>54,954,875</b>	<b>50,563,302</b>	<b>4,391,573</b>
<b>LIABILITIES &amp; NET ASSETS</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
Grants Payable	163,659	107,383	56,276
Programs Payable	2,030	2,030	-
Endowments Payable	311,258	269,684	41,575
Scholarship Payables	943,901	976,660	(32,760)
Promise Payables	-	-	-
Student Success Payables	56,594	41,565	15,029
Total Accounts Payable	1,477,442	1,397,322	80,120
Total Current Liabilities	1,477,442	1,397,322	80,120
Total Liabilities	1,477,442	1,397,322	80,120
NET ASSETS			
Net Assets Without Donor Restrictions	28,358,466	28,152,697	205,769
Net Assets With Donor Restrictions	21,273,115	15,805,921	5,467,194
Net Assets	49,631,581	47,768,042	5,672,963
Net Income	3,845,852	1,397,938	2,447,914
Total Net Assets	53,477,434	49,165,980	4,311,453
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>54,954,875</b>	<b>50,563,302</b>	<b>4,391,573</b>

# San Jacinto College Foundation

## Statement of Activities

For the Period Ending January 31, 2026

	Current Year	Last Year	Difference	Foundation Annual Budget	Actual % of Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Contributions</b>					
Grant Contributions	717,000	572,914	144,086	1,900,000	37.7%
Endowments	1,213,441	163,879	1,049,562	2,800,000	43.3%
Program Sponsorship	127,393	61,897	65,496	1,400,000	9.1%
Unrestricted Foundation	66,465	10,039	56,426	100,000	66.5%
Scholarships	251,932	289,661	(37,729)	400,000	63.0%
<b>Total Contributions</b>	2,376,230	1,098,390	1,277,840	6,600,000	36.0%
<b>Other Income</b>					
Special Events	380,539	-	380,539	765,000	49.7%
Investment Income	1,023,190	877,635	145,554		
Realized Gain / (Loss)	(51,644)	(61,613)	9,970	3,000,000	122.9%
Unrealized Gain / (Loss)	2,714,322	1,904,013	810,309		
<b>Total Other Income</b>	4,066,408	2,720,035	1,346,372	3,765,000	108.0%
<b>Total Income</b>	6,442,638	3,818,425	2,624,213	10,365,000	62.2%
<b>Expense</b>					
<b>Programs</b>					
Scholarships Awarded - Promise	1,010,864	1,276,971	(266,107)	2,500,000	40.4%
Scholarships Awarded - FND	809,168	552,702	256,466	1,000,000	80.9%
Programs Sponsored	575,715	449,357	126,357	550,000	104.7%
Student Success Initiatives	81,600	54,461	27,139	150,000	54.4%
<b>Total Programs</b>	2,477,347	2,333,491	143,855	4,200,000	59.0%
<b>Supporting Services</b>					
Bad Debt Expense	1,850	-	(1,850)	3,500	52.9%
<b>Supporting Services</b>					
Foundation Expenses	99,623	72,665	26,958	189,500	52.6%
Fundraising Expenses	8,766	-	8,766	165,000	5.3%
Sponsorship Expenses	9,200	14,331	(5,131)	15,000	61.3%
<b>Total Supporting Services</b>	117,589	86,996	30,593	369,500	31.8%
<b>Total Expense</b>	2,596,785	2,420,487	172,599	4,573,000	56.8%
<b>Net Ordinary Income</b>	3,845,852	1,397,938	2,451,614	5,792,000	
Other Income / Expenses					
<b>Increase/Decrease in Net Position</b>	\$3,845,852	\$1,397,938	\$2,451,614	\$5,792,000	

Capital Improvement Program  
January 2026

## 2015 Bond Program

Report as of January 31, 2026

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>									
731603 - CC Classroom Building	47,155,000	(1,304,781)	45,850,219	1,788,440	47,638,659	20,275	47,320,248	298,136	99.37%
<b>Sub-total</b>	47,155,000	(1,304,781)	45,850,219	1,788,440	47,638,659	20,275	47,320,248	298,136	99.37%
<b>North</b>									
732616 - NC HC Pct 2 Walkway	-	441,056	441,056	-	441,056	-	-	441,056	-
<b>Sub-total</b>	-	441,056	441,056	-	441,056	-	-	441,056	-
<b>South</b>									
733615 - SC S7- S8 Roof Replacement	-	200,000	200,000	-	200,000	20,633	16,634	162,733	18.63%
<b>Sub-total</b>	-	200,000	200,000	-	200,000	20,633	16,634	162,733	18.63%
<b>Maritime</b>									
736603 - MC Expansion	28,000,000	(26,420,300)	1,579,700	31,300	1,611,000	45,767	1,472,961	92,272	94.27%
<b>Sub-total</b>	28,000,000	(26,420,300)	1,579,700	31,300	1,611,000	45,767	1,472,961	92,272	94.27%
<b>Generation Park</b>									
736606 - GP Opportunities	-	14,700,000	14,700,000	-	14,700,000	71,609	860,422	13,767,969	6.34%
736616 - GP BioManufacturing Program	-	2,300,000	2,300,000	-	2,300,000	115,706	2,175,600	8,694	99.62%
736617 - GP BioManufacturing Equipment	-	3,000,000	3,000,000	-	3,000,000	46,137	844,031	2,109,832	29.67%
<b>Sub-total</b>	-	20,000,000	20,000,000	-	20,000,000	233,452	3,880,053	15,886,495	20.57%
<b>Admin</b>									
76605A - CW Deferred Maintenance Phase I	-	29,107,325	29,107,325	427,385	29,534,710	45,043	27,553,705	1,935,962	93.45%
736610 - CW Deferred Maintenance Phase II	-	17,252,703	17,252,703	-	17,252,703	1,681,030	7,165,150	8,406,523	51.27%
736615 - DIST FY25 CW Roofing Projects	-	100,000	100,000	-	100,000	6,050	45,950	48,000	52.00%
720100 - Program Management	-	13,075	13,075	-	13,075	13,075	-	-	100.00%
736601 - Contingency	1,166,180	7,302,905	8,469,085	-	8,469,085	-	-	8,469,085	-
<b>Sub-total</b>	1,166,180	53,776,007	54,942,187	427,385	55,369,572	1,745,198	34,764,805	18,859,569	65.94%
<b>Previously Completed and Closed Projects</b>									
<b>Sub-total</b>	348,678,820	(46,691,982)	301,986,838	(2,247,125)	299,739,713	-	299,739,713	-	100.00%
<b>TOTALS</b>	<b>425,000,000</b>	<b>-</b>	<b>425,000,000</b>	<b>-</b>	<b>425,000,000</b>	<b>2,065,325</b>	<b>387,194,414</b>	<b>35,740,261</b>	<b>91.59%</b>

## Center for Biotechnology at Generation Park

Report as of January 31, 2026

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Generation Park</b>								
736616 GP - BioManufacturing Program (Revenue Bond)	4,000,000	-	4,000,000	4,000,000	-	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	700,000	2,300,000	2,300,000	115,706	2,175,600	8,694	99.62%
736617 GP - BioManufacturing Equipment (2015 Bond)	-	3,000,000	3,000,000	3,000,000	46,137	844,031	2,109,832	29.67%
<b>TOTALS</b>	<b>7,500,000</b>	<b>3,700,000</b>	<b>11,200,000</b>	<b>11,200,000</b>	<b>161,843</b>	<b>8,919,631</b>	<b>2,118,526</b>	<b>81.08%</b>

## Interest Earnings per Bond Issue

Report as of January 31, 2026

Bond Issue	Prior Years Earnings as of 08.31.25	FY26 Interest Earnings	Allocated Earnings to Projects	Arbitrage Rebate Liability	Available Balance
2004-2011 Bond Issue Earnings (612 613 614 615 616)	4,488,334	-	(4,488,334)	-	-
2016 & 2019 Bond Issue Earnings (901610)	8,522,189	-	(8,522,189)	-	-
2021 Bond Issue Earnings (901611)	3,118,260	14,350	(2,438,620)	(677,640)	16,351
2022 Bond Issue Earnings (901617)	6,598,414	537,489	(3,450,657)	(3,281,767)	403,479
2023 Revenue Bond Earnings	41,184	721	-	-	41,905
<b>TOTALS</b>	<b>22,768,381</b>	<b>552,560</b>	<b>(18,899,800)</b>	<b>(3,959,407)</b>	<b>461,735</b>

## Projects Funded with Bond Interest Earnings

Projects	Allocated Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>					
731615 - CC C3 Low Roof Replacement	563,932	78,810	469,360	15,762	97.20%
731616 - CC C5 Roof Upgrade	1,008,201	4,050	894,339	109,812	89.11%
<b>Sub-total</b>	<b>1,572,134</b>	<b>82,860</b>	<b>1,363,699</b>	<b>125,574</b>	<b>92.01%</b>
<b>North</b>					
732614 - NC N7, N8 & N9 Roof Replacement	2,115,545	-	1,988,004	127,541	93.97%
732615 - NC N2 Roof Replacement	1,666,004	2,411	1,527,480	136,114	91.83%
<b>Sub-total</b>	<b>3,781,549</b>	<b>2,411</b>	<b>3,515,483</b>	<b>263,655</b>	<b>93.03%</b>
<b>South</b>					
733615 - SC S7 & S9 Roof Replacement	2,319,532	13,590	2,301,226	4,716	99.80%
733617 - SC S11 Roof Replacement	680,990	3,647	641,694	35,649	94.77%
733618 - SC S14 Roof Replacement	617,793	61,848	555,946	-	100.00%
<b>Sub-total</b>	<b>3,618,315</b>	<b>79,085</b>	<b>3,498,866</b>	<b>40,365</b>	<b>98.88%</b>
<b>Gen Park</b>					
736616 - GP BioManufacturing Program	1,900,000	-	1,900,000	-	100.00%
<b>Sub-total</b>	<b>1,900,000</b>	<b>-</b>	<b>1,900,000</b>	<b>-</b>	<b>100.00%</b>
<b>Plant Support Services</b>					
Salaries & Benefits	614,650	-	614,650	-	100.00%
<b>Sub-total</b>	<b>614,650</b>	<b>-</b>	<b>614,650</b>	<b>-</b>	<b>100.00%</b>
<b>Closed Projects</b>					
Multiple Projects	7,413,152	-	7,413,152	-	100.00%
<b>Sub-total</b>	<b>7,413,152</b>	<b>-</b>	<b>7,413,152</b>	<b>-</b>	<b>100.00%</b>
<b>TOTALS</b>	<b>18,899,800</b>	<b>164,356</b>	<b>18,305,850</b>	<b>429,594</b>	<b>97.73%</b>

## Future Capital Projects

Report as of January 31, 2026

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>College Wide</b>								
Sportsfields Upgrades (726505)	-	2,450,000	2,450,000	2,450,000	842,644	1,552,851	54,505	97.78%
Capital Reserve Contingency (726504)	-	12,019,683	12,019,683	12,019,683		-	12,019,683	-
<b>TOTALS</b>	-	<b>14,469,683</b>	<b>14,469,683</b>	<b>14,469,683</b>	<b>842,644</b>	<b>1,552,851</b>	<b>12,074,188</b>	<b>16.56%</b>

## Energy Conservation Project - CL442

Report as of January 31, 2026

Project	Base Budget	Budget Adjustments	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>College Wide</b>							
E25001 UCRM 1 - LED Lighting Retrofit	-	1,543,392	1,543,392	278,912	1,129,811	134,669	91.27%
E25002 UCRM 2.1b - IDF/MDF Mini Split System	-	94,456	94,456	-	94,456	-	100.00%
E25003 UCRM 2.1c - S11 Police Department Split System	-	30,461	30,461	-	30,461	-	100.00%
E25004 UCRM 2.5a - NC Demand Flow Optimization	-	366,904	366,904	-	366,904	-	100.00%
E25005 UCRM 2.5b - SC Boiler Optimization	-	73,150	73,150	-	73,150	-	100.00%
E25006 UCRM 3 - Retro Commissioning 10 Buildings	-	350,920	350,920	48,255	286,359	16,305	95.35%
E25007 UCRM 4.1 Power Factor Correction	-	16,280	16,280	-	16,280	-	100.00%
E25008 UCRM 5.4a NC Baseball Field Water Recapture *	-	-	-	-	-	-	-
E25009 UCRM 5.4b SC irrigation System Sub-metering	-	-	-	-	-	-	-
E25010 Utility Assessment Report	-	92,000	92,000	-	92,000	-	100.00%
E25000 Contingency Lone Star Loan 2025	2,595,063	(2,567,563)	27,501	-	-	27,501	-
<b>TOTALS</b>	<b>2,595,063</b>	<b>-</b>	<b>2,595,063</b>	<b>327,168</b>	<b>2,089,420</b>	<b>178,475</b>	<b>93.12%</b>

## Repair and Renovation

Report as of January 31, 2026

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>								
F26001 CC - CC/EDGE/Maritime Misc. Funds	-	5,100	5,100	5,100	-	5,088	12	99.76%
F26013 CC - C26.106 20 AMP Circuit	-	5,447	5,447	5,447	5,447	-	-	100.00%
F26016 CC - C6.126 Freezer	-	5,974	5,974	5,974	5,674	-	300	94.98%
<b>Sub-total</b>	-	16,521	16,521	16,521	11,121	5,088	312	98.11%
<b>North</b>								
F26002 NC - NC Misc.Funds	-	3,400	3,400	3,400	-	-	3,400	-
F26008 NC - N6.240 Card Reader	-	5,888	5,888	5,888	-	5,888	-	100.00%
<b>Sub-total</b>	-	9,288	9,288	9,288	-	5,888	3,400	63.39%
<b>South</b>								
F26003 SC - SC Misc. Funds	-	3,400	3,400	3,400	-	-	3,400	-
<b>Sub-total</b>	-	3,400	3,400	3,400	-	-	3,400	-
<b>Maritime</b>								
<b>Sub-total</b>	-	-	-	-	-	-	-	-
<b>Generation Park</b>								
F26014 GP - G2.201T Desk	-	2,641	2,641	2,641	2,641	-	-	100.00%
<b>Sub-total</b>	-	2,641	2,641	2,641	2,641	-	-	100.00%
<b>District</b>								
F26004 DIST - DC Misc. Funds	-	1,700	1,700	1,700	1,603	-	97	94.30%
F26006 A1.100 & 103 Office Buildout	-	167,000	167,000	167,000	143,507	-	23,493	85.93%
F26007 A1.211 Cubicle Workstation	-	7,371	7,371	7,371	-	7,371	-	100.00%
<b>Sub-total</b>	-	176,071	176,071	176,071	145,110	7,371	23,590	86.60%
<b>Contingency (720700) - Major Repairs</b>	250,000	(202,033)	47,967	47,967	-	-	47,967	-
<b>Sub-total</b>	250,000	(202,033)	47,967	47,967	-	-	47,967	-
<b>Projects Closed</b>								
<b>Sub-total</b>	-	-	-	-	-	-	-	-
<b>TOTALS</b>	250,000	5,888	255,888	255,888	158,873	18,346	78,669	69.26%

## Projects Funded From Grants, Foundation, and other Sources

Report as of January 31, 2026

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Foundation</b>								
F26009 MC - KFT Fire Trainer Restoration	-	24,181	24,181	24,181	3,035	21,146	-	100.00%
<b>Sub-total</b>	-	24,181	24,181	24,181	3,035	21,146	-	100.00%
<b>Grants</b>								
F26010 NC - N10.270 & 272 AI Lab	-	125,000	125,000	125,000	54,625	-	70,375	43.70%
F26011 N9.218, 224, 230, N33.119 EDG Lab	-	50,326	50,326	50,326	50,326	-	-	100.00%
<b>Sub-total</b>	-	175,326	175,326	175,326	104,951	-	70,375	59.86%
<b>Other</b>								
<b>Sub-total</b>	-	-	-	-	-	-	-	-
<b>TOTALS</b>	-	199,507	199,507	199,507	107,986	21,146	70,375	64.73%

**Board Building Committee**  
**San Jacinto Community College District**  
**February 17, 2026**

The Building Committee of the San Jacinto Community College District Board of Trustees met at 4:00 p.m., Tuesday, February 17, 2026, in Room A1.201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**MINUTES**

	<b>Building Committee Meeting Attendees:</b>	<b>Board Members:</b> Dr. Michelle Cantú-Wilson (Chair), Chad Burke, Judy Harrison, and Dan Mims (Ex-officio member) <b>Chancellor:</b> Brenda Hellyer <b>Others Present:</b> Dianne Duron, Damon Harris, Carin Hutchins, Bryan Jones, Dan Mims, Deborah Paulson, Genie Scholes, Charles Smith, and Bianca Torres
	<b>Agenda Item:</b>	<b>Discussion/Information</b>
<b>I.</b>	<b>Call the Meeting to Order</b>	Dr. Michelle Cantú-Wilson called the meeting to order at 4:01 p.m.
<b>II.</b>	<b>Roll Call of Board Members</b>	Roll call of the Committee members was conducted by Chair, Dr. Michelle Cantú-Wilson:  Dr. Michelle Cantú-Wilson, Present Judy Harrison, Present Chad Burke, Present Dan Mims (Ex-officio member), Present
<b>III.</b>	<b>Approval of Minutes from November 11, 2025</b>	Building Committee meeting minutes from November 11, 2025, were reviewed with a motion made by Chad Burke to accept the minutes which was seconded by Judy Harrison.
<b>IV.</b>	<b>Recommended Projects and Delivery Methods</b>	A. Bond Funds 1. Consideration of Approval of Allocation of Capital Project Funds. <ul style="list-style-type: none"> <li>• This project replaces three air handling units at the Slocomb Fine Arts Building (C12).</li> </ul> B. Operating Funds 1. None.
<b>V.</b>	<b>Bond Funds</b>	Bond Funds (Reported by Charles Smith) 1. Safety Metrics <ul style="list-style-type: none"> <li>• Zero safety incidents were reported for the construction team.</li> </ul> 2. Progress Updates <ul style="list-style-type: none"> <li>• Central Campus – Allied Health Building (C11) Roof</li> </ul>

		<ul style="list-style-type: none"><li>○ Roof warranty work is underway, and Johns Manville Manufacturing Company has completed the repairs to the edge of the roof and will provide coating materials for the remainder of the roof under a warrant claim. Due to the complexity of the additional scope of work added, the College has agreed to pay for 50 percent of the labor incurred and the other 50 percent will be covered as warranty expense by the roofing company.</li><li>● Central Campus – McCollum Building (C3) High and Low Roofs<ul style="list-style-type: none"><li>○ Competitive sealed proposal 26-07 was awarded early in January 2026. This award was contested and subsequently re-awarded to Brazos Urethane. The total difference in score was 0.08 points and the technical error in procedure (exceptions to contract) was corrected so that this situation will not recur.</li></ul></li><li>● Central Campus – Slocomb Auditorium (C12) &amp; Fine Arts Center (C13) Roof Coating<ul style="list-style-type: none"><li>○ The work began in November 2025, and the original contract will be completed at the end of February 2026. During the roof coating process, additional areas of concern were identified requiring repair to flashing and exterior brick. Investigation is ongoing and the additional work is projected to be an amendment to the existing contract. The C13 roof is in better condition and only requires coating, thus reducing the roof expenses required at C13 to \$446,000. Note: As noted earlier and under a separate project, we recommended the allocation of bond contingency funds to replace three air handlers on the south side of C13 at a cost not to exceed \$612,000.</li></ul></li><li>● North Campus – Uvalde Road Sidewalk Installation<ul style="list-style-type: none"><li>○ The Harris County Precinct 2 design team evaluated the proposed path of a walkway which is projected to run between the tree line and the North Campus Center for Industrial Technology (CIT) Building (N33). The College is anticipating the first draft of the walkway plans within the next month.</li></ul></li><li>● North Campus – Student Center (N12) Plumbing Repairs<ul style="list-style-type: none"><li>○ This project has been completed.</li></ul></li><li>● North and South Campus – Interactive Learning Center (N2 &amp; S12) Roof Drains<ul style="list-style-type: none"><li>○ The College’s in-house plumbers were able to repair the roof drains in October 2025, relieving some of the immediate pressure to act quickly. The Board allocated \$250,000 for each building in December 2025. The College engaged multiple Job Order Contracting (JOC) firms to inspect the buildings. The pricing received significantly exceeded the</li></ul></li></ul>
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		<p>College’s estimated project budget. As a result, two firms were selected to complete repairs at one location each. The College will obtain proposals and execute one repair from each firm. This will let all three entities see the real complexities involved and confirm the estimated costs to repair.</p> <ul style="list-style-type: none"> <li>• South Campus – College - Wide Pavement Preservation Projects             <ul style="list-style-type: none"> <li>○ Rick Schneider Drive parking lots P-7 and P-9A have been completed.</li> </ul> </li> <li>• South Campus - Science and Allied Health Building (S1) Skylight Replacement             <ul style="list-style-type: none"> <li>○ This project has been awarded to Tellepsen Builders. Due to manufacturing lead time, the College will have to postpone installation until the break between spring and summer 2026 semesters.</li> </ul> </li> <li>• South Campus – Softball Field (S25) Outbuilding and Dugouts             <ul style="list-style-type: none"> <li>○ The dugouts have been completed, and the interior work on the outbuilding has begun. The College anticipates the complex will be completed by April 2026.</li> </ul> </li> <li>• Maritime - Training Pool (M2) Pool Heater and Chiller             <ul style="list-style-type: none"> <li>○ This project has been completed.</li> </ul> </li> <li>• North Campus – Baseball Field (N22)             <ul style="list-style-type: none"> <li>○ The scout seating area project is in negotiations. The College plans to repurpose existing shipping containers and paint them blue to act as covered storage for the old batting cage area.</li> </ul> </li> <li>• South Campus - Academic Wing - North (S7), Academic Wing - South (S9), Jones Classroom Building (S13) Photovoltaic Solar Generation System             <ul style="list-style-type: none"> <li>○ CenterPoint presented the College with \$185,763 incentive check for energy efficiency initiatives. The College continues to negotiate with CenterPoint to allow operation of the installed solar panels.</li> </ul> </li> </ul> <p>3. Financial Reports</p> <ul style="list-style-type: none"> <li>• 2015 Bond – Report was presented without questions.</li> <li>• Center for Biotechnology at Generation Park             <ul style="list-style-type: none"> <li>○ C. Hutchins made special mention of the \$1.4 million transferred back into the bond project. This was made possible by the reimbursement of biotechnology equipment costs from the \$10 million exceptional item funding from the state of Texas for the Biotechnology program. This amount will be transferred to the Bond Contingency Fund during February. Once the remaining equipment is received, the College anticipates another \$47,000 to be returned to the 2015 Bond Contingency Fund.</li> </ul> </li> </ul>
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		<p>This is expected to be used for further deferred maintenance projects.</p> <ul style="list-style-type: none"> <li>• Bond Interest Earnings             <ul style="list-style-type: none"> <li>○ C. Hutchins stated that the arbitrage liability for both the 2021 and 2022 bond issues are being recalculated by the consultants, and the report is expected to be received within the next month. She reminded the Committee that the liability related to the 2021 issue of approximately \$700,000 is due this year in mid-April. The liability for the 2022 issue represents the remainder of the \$4.0 million arbitrage rebate liability shown on the Bond Interest Report and is due a year from now. Since the unspent bond proceeds were invested in the state and local government securities or SLGS at the end of August 2025, we should not see a significant increase in the arbitrage rebate liability when we receive the consultant’s calculation and report, In addition, the available balance can be allocated to projects as the liabilities are paid/finalized.</li> </ul> </li> <li>• Future Capital Projects – Report was presented without questions.</li> <li>• SECO (State Energy Conservation Office) LoneSTAR – Report was presented without questions.</li> </ul> <p>Operating Funds (Reported by Bryan Jones)</p> <ol style="list-style-type: none"> <li>1. Safety Metrics             <ul style="list-style-type: none"> <li>• One Safety incident was reported in November 2026 when an employee tripped and fell. A first aid report was completed, and no lost time was reported.</li> <li>• Facilities identified three safety concerns to focus on in 2026 and rolled out training to all employees. The focused training topics were Trips and Falls, Driver Training, and Understanding Personal Protective Equipment (PPE.)</li> </ul> </li> <li>2. Schedule Updates             <ul style="list-style-type: none"> <li>• An overview of the current minor projects was presented without question.</li> <li>• Work request status communication with customers has been enhanced through use of existing work order management application features.</li> </ul> </li> <li>3. Progress Updates             <ul style="list-style-type: none"> <li>• Eighteen (18) minor projects have been requested to date, and six (6) have been completed.</li> <li>• The custodial services transfer from American Building Maintenance (ABM) to Commercial Cleaning Services (CCS) will occur on Thursday, February 18, 2026. The transition is going well, and a significant number of ABM employees have been hired by CCS.</li> <li>• Facilities conducted inventory audits for the department’s</li> </ul> </li> </ol>
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		<p>in-house warehouse. Regarding turnover, the facilities department has experienced a higher-than-normal number of vacancies due to recent retirements.</p> <p>4. Financial Reports</p> <ul style="list-style-type: none"> <li>• Repair and Renovation -             <ul style="list-style-type: none"> <li>○ The reporting format for Repair and Renovation financials has been restructured to incorporate projects funded through alternative sources, including the Foundation and external grants.</li> </ul> </li> </ul>
<b>VI.</b>	<b>Status of Delegation of Authority</b>	<p>Reviewed status of Delegation of Authority Summary –</p> <ul style="list-style-type: none"> <li>○ B. Hellyer clarified that the current delegation of authority refers to the plumbing projects previously discussed in Chuck Smith’s project Updates for S12 and N2. These delegations will remain on the list while the College awaits multiple contractors to complete their final proposals.</li> </ul>
<b>XIV.</b>	<b>Adjournment</b>	M. Cantú-Wilson adjourned the meeting at 4:55 p.m.

**Board Finance Committee**  
**San Jacinto Community College District**  
**February 17, 2026**

The Finance Committee of the San Jacinto Community College District met for a Board Finance Committee Meeting at 5:00 p.m., Tuesday, February 17, 2026, in Room A1.201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**MINUTES**

	<b>Finance Committee Meeting Attendees:</b>	<b>Board Members:</b> Keith Sinor (Chair), Larry Wilson, and Dan Mims (Ex officio member) <b>Absent:</b> Erica Davis Rouse <b>Chancellor:</b> Brenda Hellyer <b>Other:</b> Carin Hutchins, Linda Torres, Dianne Duron, Joshua Dray, Rob Stanicic, and Shawna Pina
	<b>Agenda Item:</b>	<b>Discussion/Information</b>
<b>I.</b>	<b>Call the Meeting to Order</b>	K. Sinor called the meeting to order at 5:10 p.m.
<b>II.</b>	<b>Roll Call of Board Members</b>	Roll call of the Board Finance Committee (Committee) members was conducted by Chair Keith Sinor:  Keith Sinor, Chair, Present Erica Davis Rouse, Absent Larry Wilson, Present Dan Mims (Ex officio member), Present
<b>III.</b>	<b>Approval of Minutes from September 8, 2025</b>	K. Sinor presented the Committee meeting minutes from September 8, 2025, for review and approval. A motion was made by Larry Wilson to approve the minutes, and it was seconded by Dan Mims.
<b>IV.</b>	<b>Adjournment to closed or executive session pursuant to Texas Government Code Section 551.076 of the Texas Open Meetings Act, for the following purpose:          •PCI-DSS Compliance Assessment (Report #25-105)</b>	Chair Sinor adjourned to closed session at 5:11p.m.  The Board members listed above as attending, Brenda Hellyer, Carin Hutchins, Linda Torres, Dianne Duron, Joshua Dray, Rob Stanicic, and Shawna Pina were present for the closed session.  a. Received an update on the Payment Card Industry Data Security Standard (PCI-DSS) compliance assessment.

<b>V.</b>	<b>Reconvene in Open Session</b>	Chair Sinor reconvened to open session at 5:32 p.m.
<b>VI.</b>	<b>Review and Discuss Internal Audit Reports: Senate Bill 17 (SB 17) Compliance - Phase II (Audit #26-101)</b>	<p>The scope of this audit was limited to a detailed evaluation of select expenditures, contracts, training, and media dissemination during Fiscal Year 2025 to ensure compliance with legislative requirements. Internal Audit had two observations and found that the corrective action taken by the College was sufficient to ensure continued institutional compliance with SB17 (Texas Education Code (TEC) §51.3525).</p> <p>L. Torres explained the first observation. During the testing of training assigned to employees by their leaders during FY25, it was noted that 21 employees accessed a total of 7 externally created courses in Cornerstone with content that could potentially pose a challenge to the College’s continued compliance with SB17. Organization and Talent Development took actions to ensure compliance with SB17, focusing on employee training, content review, and ongoing monitoring processes.</p> <p>With respect to the second observation, two campus events that could be interpreted as promoting diversity, equity, and inclusion initiatives were hosted by the College’s Student Engagement &amp; Support Office. Immediate steps were taken related to these scheduled events, and a comprehensive plan was implemented to ensure that future campus events are compliant with all provisions of SB17.</p>
<b>VII.</b>	<b>Review and Discuss Internal Audit Reports: Police Vehicle Management (Audit #26-102)</b>	<p>The scope of this audit included a detailed evaluation of internal controls and compliance surrounding police vehicles as of September 30, 2025. In general, internal controls were found to be sufficient; however, there were two instances noted where improvements could be made.</p> <p>L. Torres discussed the first observation stating that the police department does not maintain a centralized tracking process for the maintenance of its fleet vehicles, resulting in incomplete and inconsistent documentation. Management is currently evaluating two options to establish a centralized and compliant vehicle maintenance tracking system, and this should be completed by September 2026.</p> <p>L. Torres discussed the second observation noting that during the testing of police fleet inventory, several vehicles had fixed asset tags that did not correspond to vehicle details within the fixed asset module of Banner. The police department will work collaboratively with the district business office to</p>

		<p>conduct a comprehensive reconciliation of the police vehicle records within the Banner fixed asset register which will be completed by July 2026.</p>
<p><b>VIII.</b></p>	<p><b>Review and Discuss Internal Audit Reports: Full Time Faculty Loads Process 1st Follow-up (Audit #23-107-25)</b></p>	<p>L. Torres explained that the Institute of Internal Auditors Professional Standards requires that Internal Audit establish a follow-up process to monitor and ensure that management’s corrective action plans have been effectively implemented and that risks noted in the original report have been managed. During the initial audit on November 2, 2023, there were two corrective action plans provided by management and at the time of this follow up audit, both are deemed complete.</p>
<p><b>IX.</b></p>	<p><b>Review and Discuss Internal Audit Reports: San Jacinto College Promise Program 1<sup>st</sup> Follow-up (Audit #24-106-25)</b></p>	<p>L. Torres stated that this follow up report addresses the observations noted in the October 21, 2024, audit in which five corrective action plans were provided by management that required follow-up by the Internal Audit Department, and at the time of this follow-up three remain outstanding. A second follow-up audit will be performed in Fiscal Year 2026.</p> <p>Regarding the first observation, payment reconciliations are performed between San Jacinto College Promise outlays and what is invoiced to the San Jacinto College Foundation (Foundation), but there is still no documented reconciliation between what is invoiced to the Foundation and payments received by the College. In addition, there is still an outstanding receivable balance related to books as of Spring 2025 which includes balances from all terms back to fall 2021. Accordingly, the corrective action plan is deemed incomplete.</p> <p>D. Duron will follow up with the team members responsible and assign a due date for the reconciliation to ensure it is completed as soon as possible and well before the next follow up audit which is scheduled for June 2026.</p> <p>Regarding the second observation, L. Torres stated that several students active during the scope period did not meet residency eligibility criteria, so a residency column was added to the ARGOS report, and this corrective action plan is deemed complete.</p> <p>Regarding the third observation, L. Torres stated that settlement account adjustments to student financial accounts were conducted without substantiating documentation. At the time of the follow up audit, no corrective action had been taken by management, and the item was deemed incomplete. Management indicated that they would implement a documented approval process going forward by December</p>

		<p>2025.</p> <p>Regarding the fourth observation, L. Torres stated that there was insufficient documentation surrounding the process allowing students to enroll in fewer semester hours than required by the SJC Promise Program. Management created a spread sheet with a drop-down list for the approving individual and a standardized drop-down list for approval reasons which ensures that all decisions are transparent and properly documented. This corrective action plan is deemed complete.</p> <p>Regarding the fifth observation, L. Torres stated there is a lack of a consistent method to track and ensure students have met with an academic advisor or success coach which is required by the SJC Promise Program. Management implemented two actions as of the follow up audit, but noted the process needs to be standardized by having advisors consistently select “Promise” during relevant sessions. At the end of each term, a bulk upload will be performed to student accounts using an activity code to reflect that a Promise meeting occurred. Given there are still outstanding actions, this item was deemed incomplete.</p>
<b>X.</b>	<b>Adjournment</b>	K. Sinor adjourned the meeting at 5:47 p.m.

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve a fee increase for San Jacinto College students and non-students in the College’s Children’s Center located on Central Campus.

## **BACKGROUND**

The cost of childcare in the San Jacinto College Children’s Center was last increased effective January 1, 2026. San Jacinto College childcare is currently priced below the median range of local for-profit and not-for-profit childcare centers, even though best practices related to accreditation agencies ensure smaller class sizes at the College’s childcare facility than many competitors offer. The cost of meals, supplies, and staff have increased, and proposed fee increases of 5 percent, rounded to the nearest whole dollar, will assist in offsetting increasing operational costs.

The proposed rate increases will continue to place the College’s rates in the middle of rates charged by other centers in the area. The proposed rate increase takes into consideration other centers in the area who recently increased their rates effective Fall 2025. Additionally, the increase considers that the San Jacinto College Children’s Center is a 4-star Texas Rising Star center and is NAEYC (National Association for the Education of Young Children) accredited.

## **IMPACT OF THIS ACTION**

The proposed fee increases will be effective August 10, 2026, as outlined in Attachment 1.

After the proposed increases, San Jacinto College Children’s Center will be priced more competitively in the local market.

There are multiple rates depending on the child’s age and schedule selected by parents. Two examples of the rates after the increase are:

1. The weekly rate (Monday through Friday) for infants will be \$217 for students and \$242 for non-students.
2. The weekly rate for toddlers will be \$205 for students and \$229 for non-students.

A ten percent discount on fees will continue to apply for multiple children from the same family. All other fees remain the same. Also, students may be eligible for other financial aid opportunities to help offset the costs.

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

The proposed fee increases are projected to increase revenues beginning August 10, 2026. The revenue increases will help support the cost of operations of the Children’s Center.

**MONITORING AND REPORTING TIMELINE**

Childcare operations are subject to audit procedures performed by the College’s independent and internal auditors, and reviews by the NAEYC accreditation agency. Additionally, the Children’s Center fees are reviewed on an annual basis.

**ATTACHMENTS**

Attachment 1 - Proposed and Current Childcare Fees

**RESOURCE PERSONNEL**

Carin Hutchins	281-998-6306	<a href="mailto:carin.hutchins@sjcd.edu">carin.hutchins@sjcd.edu</a>
Rhonda Bell	281-542-2000	<a href="mailto:rhonda.bell@sjcd.edu">rhonda.bell@sjcd.edu</a>
Scott Gernander	281-478-2771	<a href="mailto:scottr.gernander@sjcd.edu">scottr.gernander@sjcd.edu</a>
Dianne Duron	281-998-6109	<a href="mailto:dianne.duron@sjcd.edu">dianne.duron@sjcd.edu</a>

## Attachment 1: Proposed and Current Childcare Fees

### San Jacinto College-Central Children's Center Proposed Childcare Rate Changes

CONTRACT TERMS	STUDENTS		NON-STUDENTS	
INFANT				
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>Current Rate</i>	<i>Proposed Rate</i>
Monday - Friday	\$ 207.00	\$ 217.00	\$ 230.00	\$ 242.00
Monday - Thursday*	\$ 165.00	\$ 173.00	\$ 184.00	\$ 193.00
Mon/Wed/Fri	\$ 124.00	\$ 130.00	\$ 138.00	\$ 145.00
Tues/Thurs	\$ 82.00	\$ 86.00	\$ 92.00	\$ 97.00
Daily Rate	\$ 42.00	\$ 44.00	\$ 46.00	\$ 48.00

TODDLER				
Monday - Friday	\$ 195.00	\$ 205.00	\$ 218.00	\$ 229.00
Monday - Thursday*	\$ 156.00	\$ 164.00	\$ 174.00	\$ 183.00
Mon/Wed/Fri	\$ 117.00	\$ 123.00	\$ 131.00	\$ 138.00
Tues/Thurs	\$ 78.00	\$ 82.00	\$ 88.00	\$ 92.00
Daily Rate	\$ 39.00	\$ 41.00	\$ 44.00	\$ 46.00

PRE-K				
Monday - Friday	\$ 183.00	\$ 192.00	\$ 207.00	\$ 217.00
Monday - Thursday*	\$ 147.00	\$ 154.00	\$ 165.00	\$ 173.00
Mon/Wed/Fri	\$ 110.00	\$ 116.00	\$ 124.00	\$ 130.00
Tues/Thurs	\$ 73.00	\$ 77.00	\$ 82.00	\$ 86.00
Daily Rate	\$ 36.00	\$ 38.00	\$ 42.00	\$ 44.00

#### Other Fees and Important Information

Registration/Supply Fee is \$200 per child (non-refundable) and prorated after June 1 (25% off initial fee).

Registration/Supply Fee for additional children in the same family will be \$125 per child.

Late Pick-up Fee: \$20 for 1-5 minutes and \$2 for each minute thereafter.

Late Drop-off Fee: Children should be dropped off by 9:00 a.m. each day to not disrupt classroom learning. \$15 for 1-10 minutes and \$1 for each minute thereafter.

Contract Change Fee: \$30 administrative fee (after term starts).

Extra Day Attendance: Daily rate + \$10 administrative fee (contracted families only).

10% discount on tuition for each additional child in the same family. A discount will be applied to the lower rate.

\*Attendance days are offered during summer semesters only.

**Action Item “X”  
Regular Board Meeting March 2, 2026  
Consideration of Approval of Tuition Schedule and  
Other Student Charges for Fiscal Year 2027**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the existing schedule of tuition, along with other non-enrollment student charges, for fiscal year 2027.

**BACKGROUND**

Tuition is one of three primary sources of revenue for the College. The tuition model is structured so that student tuition is assessed at registration and is based on the student residency classification with no add-on fees. It is important to note that San Jacinto College is one of only a few community colleges that charge no add-on fees. This model allows equitable access to all programs and provides the same cost per semester credit hour (SCH), based on residency, for all students regardless of course load.

The College last adjusted tuition rates in fiscal year 2024 and plans to continue with the current rate schedule for fiscal year 2027 which is also in alignment with the Governor’s letter to university systems dated November 13, 2024. This letter highlights the Governor’s expectation that institutions of higher education will not increase tuition for the 2025-2026 and 2026-2027 academic school years.

The College’s tuition rates remain conservative and affordable. A comparison to rates of the other community colleges in Texas is below.

	Statewide Average	San Jacinto College (SJC)	# of colleges with rates lower than SJC
In-District	\$106	\$83	7
Out-of-District	\$166	\$144	14
Out-of-State	\$224	\$223	34

**IMPACT OF THIS ACTION**

**The recommended tuition rates are the current rates, listed above, so there will be no change in tuition costs for students.**

**Likewise, there are no recommended changes to non-enrollment student charges, as listed below, so there will be no impact to students.**

Non-enrollment student charges include:

- An additional charge of \$75 per SCH is assessed on all courses attempted three or more times as required by Texas Education Code 54.014.
- Students are charged for required learning materials at the lowest available costs when students choose course sections that include Open Books Plus. Students who select these course sections may still opt-out of Open Books Plus charges, if desired.

**Action Item “X”**  
**Regular Board Meeting March 2, 2026**  
**Consideration of Approval of Tuition Schedule and**  
**Other Student Charges for Fiscal Year 2027**

- Other charges that are not included with a credit-seeking students’ registration are listed below and are billed when appropriate:
  - Installment payment plan set up charge (\$25) and late charge (\$25)
  - Returned check charge (\$30)
  - Testing charge for Texas Success Initiative Assessment repeat tests (the first test is administered at no charge):
    - All sections retest (\$30)
    - Single section retest (\$10)
  - Testing charge for repeat Accuplacer English as a Second Language tests (the first test is administered at no charge):
    - All sections retest (\$30)
    - Single section retest (\$10)
  - Collection agency charges for delinquent accounts sent for collection
  - Audit course charge, which is set at the same rate as in-district tuition

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

Through January 2026, credit tuition revenue is trending higher than the budget for fiscal year 2026 due to overall enrollment being higher than expected. We expect this trend to continue for the remainder of the fiscal year.

**MONITORING AND REPORTING TIMELINE**

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

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Carin Hutchins	281-998-6306	<a href="mailto:carin.hutchins@sjcd.edu">carin.hutchins@sjcd.edu</a>
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Tareena McCann-Faucett	281-459-5458	<a href="mailto:tareena.mccann@sjcd.edu">tareena.mccann@sjcd.edu</a>

**Action Item “XI”**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval of Tuition Exemptions and Waivers for Fiscal Year 2027**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the list of optional tuition exemptions and waivers to be offered to students for Fiscal Year 2027.

**BACKGROUND**

The Texas Education Code authorizes certain exemptions and waivers to students in various circumstances and meeting specialized criteria. Some exemptions and waivers are mandatory, while others are optional at the discretion of the College.

A listing of the mandatory exemptions and waivers that are available to San Jacinto College students and a listing of the optional exemptions and waivers currently approved and available to San Jacinto College students and recommended for continuation are attached.

The entire list of available exemptions and waivers are posted prominently for student awareness on the College website and are recommended to remain the same as those currently in place. Pursuant to Texas Education Code §54.3532, the College was required to implement a new mandatory tuition and laboratory fee exemption for paramedics enrolled in emergency medical services (EMS) coursework. This statute was approved during the 89<sup>th</sup> legislative session and the exemption is available to any student enrolled in one or more courses offered as part of an emergency medical services curriculum who is employed as a paramedic by a political subdivision of the State of Texas.

**IMPACT OF THIS ACTION**

For Fiscal Year 2027, there are no proposed changes except for the new mandatory exemption mentioned above. The currently available exemptions and waivers will continue to be offered to encourage qualifying student populations to persist and complete college coursework.

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

The net amount of revenues waived for Fiscal Years 2023, 2024, 2025 was \$8.4 million, \$9.9 million, \$10.1 million, respectively. The estimated total for Fiscal Year 2026 is \$10.3 million, a two percent increase primarily due to the growth in the dual credit population and use of the related exemption. The growth in exemptions in Fiscal Year 2027 is expected to continue along the lines of what is estimated to occur from Fiscal Year 2025 to Fiscal Year 2026.

**MONITORING AND REPORTING TIMELINE**

Monthly budget reports provide ongoing monitoring and reporting of exemptions and waivers.

**Action Item “XI”**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval of Tuition Exemptions and Waivers for Fiscal Year 2027**

**ATTACHMENTS**

Attachment 1 - List of Mandatory Exemptions and Waivers

Attachment 2 - List of Optional Exemptions and Waivers

**RESOURCE PERSONNEL**

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Dianne Duron	281-998-6109	dianne.duron@sjcd.edu
Tareena McCann-Faucett	281-459-5458	tareena.mccann@sjcd.edu

## Exemptions and Waivers - Mandatory

Program Name	Statute	Cost to SJC Fiscal Year 2025	Cost to SJC Fiscal Year 2024	Cost to SJC Fiscal Year 2023	Currently in Use	Notes
Hazlewood Exemptions · Veterans · Child/Spouse of Deceased Veteran · Child/Spouse of Disabled Veteran · Legacy Recipients	<a href="#">TEC 54.341</a>	\$718,957	\$685,732	\$601,551	Active	Veterans and other military personnel and dependents living in Texas receive 100% exemption from payment of tuition based upon specific criteria
Children of Disabled Firemen/Peace Officers	<a href="#">TEC 54.351</a>	\$1,872	\$3,312	\$4,050	Active	Children who meet age requirements and are dependents of firefighters and law enforcement officers injured or killed in the line of duty receive 100% exemption of tuition
Firefighters Taking Fire Science Courses	<a href="#">TEC 54.353</a>	\$7,620	\$10,041	\$13,906	Active	Students currently employed as firefighters or volunteer firefighters and meet certification criteria receive 100% exemption of tuition when enrolled in a fire science curriculum
Peace Officer Exemption	<a href="#">TEC 54.3531</a>	\$1,152	\$3,237	\$2,901	Active	Students currently employed as peace officers receive 100% exemption of tuition when enrolled in a criminal justice curriculum
Children of Nurse Faculty	<a href="#">TEC 54.355</a>	\$7,054	\$11,088	\$9,228	Active	Children under the age of 25 whose parent is a nurse educator in Texas higher education receive 100% exemption of tuition
Preceptors and/or their Children	<a href="#">TEC 54.356</a>	\$2,372	\$500	\$0	Active	Children under the age of 25 whose parent is a nurse overseeing clinicals in Texas higher education receive a \$500 exemption of tuition
Deaf or Blind	<a href="#">TEC 54.364</a>	\$46,498	\$46,019	\$46,152	Active	Students presenting proper certification attesting to the fact that they are deaf or blind receive 100% exemption of tuition
Foster Care/TX Dpt. Family Protective Svcs.	<a href="#">TEC 54.366</a>	\$36,918	\$23,180	\$27,441	Active	Students who were under the conservatorship of the Department of Family and Protective Services on their 18th birthday receive 100% exemption of tuition
Adopted	<a href="#">TEC 54.367</a>	\$150,744	\$169,000	\$145,295	Active	Students who were adopted and formerly in foster or other residential care receive 100% exemption of tuition
Texas Tomorrow Fund Contract	<a href="#">TEC 54.621(c)</a>	\$0	\$0	\$0	Available	Students who are beneficiaries of a prepaid tuition contract receive exemption from payment of any additional tuition amounts for the credits covered under the contract
Foreign Service Officer	<a href="#">TEC 54.206</a>	\$0	\$0	\$0	Available	A foreign service officer employed by the US Department of State receives in-state tuition when assigned to a foreign nation that borders the state
College Teachers, Professors and their Dependents	<a href="#">TEC 54.211</a>	\$8,655	\$2,208	\$0	Active	A professor of higher education in Texas and their dependents receive in-state tuition regardless of the length of time they have lived in Texas
NATO Members and Families	<a href="#">TEC 54.232</a>	\$0	\$0	\$0	Available	A non-immigrant alien and their dependents residing in Texas in accordance with certain NATO agreements receive in-state tuition regardless of the length of time they have lived in Texas
Military (and Dependents) in Texas	<a href="#">TEC 54.241</a>	\$0	\$0	\$0	Available	An active officer, enlisted person, selectee, or draftee of the U.S. armed forces and their dependents living in Texas on assignment receive in-state tuition regardless of the length of time they have lived in Texas

## Exemptions and Waivers - Mandatory

Program Name	Statute	Cost to SJC Fiscal Year 2025	Cost to SJC Fiscal Year 2024	Cost to SJC Fiscal Year 2023	Currently in Use	Notes
Ex-Prisoners of War	<a href="#">TEC 54.342</a>	\$0	\$0	\$0	Available	Persons first classified as prisoners of war on or after January 1, 1999 receive full exemption of tuition and also receive free housing and other assistance upon enrollment for 12 semester credit hours
Children of POWs and MIAs	<a href="#">TEC 54.343</a>	\$0	\$0	\$0	Available	Students who are under age 25, Texas residents and are children of members of the armed forces currently declared as prisoners of war or missing in action receive full exemption of tuition
Taps Performers	<a href="#">TEC 54.344</a>	\$0	\$0	\$0	Available	Students who sound TAPS in military funerals shall receive a \$25 tuition exemption
National Guard Waiver	<a href="#">TEC 54.345</a>	\$0	\$0	\$0	Available	Students who are identified annually by the adjutant general of the state military forces receive exemption of tuition for up to 12 semester credit hours
Dependents of Deceased Public Servants	<a href="#">TEC 54.354</a>	\$0	\$0	\$0	Available	Children and surviving spouses of certain deceased firefighters, peace officers and other public servants receive exemption of tuition, free textbooks and housing assistance until the completion of 200 hours or a Bachelor's degree.
Paramedic Exemption	<a href="#">TEC 54.3532</a>	\$0	\$0	\$0	Available	Students enrolled in one or more courses offered as part of an emergency medical services curriculum who are employed as a paramedic by a political subdivision of Texas receive exemption from tuition and laboratory fees
Economic Development	<a href="#">TEC 54.222</a>	\$0	\$0	\$0	Available	Students (and their dependents) who are employed by a business that relocated within the past 5 years to Texas under certain agreements with the Texas Economic Development and Tourism Office receive in-state tuition regardless of length of residency in Texas
<b>Total</b>		<b>\$981,841</b>	<b>\$954,317</b>	<b>\$850,524</b>		

### Exemptions and Waivers - Optional

Program Name	Statute	Cost of SJC Fiscal Year 2025	Cost of SJC Fiscal Year 2024	Cost of SJC Fiscal Year 2023	Currently in Use	Notes
Ad Valorem	<a href="#">TEC 130.0032</a>	\$0	\$0	\$171	Active	Out-of-District students coming from households (taxpayer and dependents) who own property and pay property tax receive in-district rates
Community College District Employees	<a href="#">TEC 130.0851</a>	\$23,954	\$19,676	\$13,563	Active	Employees who live out-of-district receive in-district rates
Competitive Scholarship	<a href="#">TEC 54.213</a>	\$38,078	\$55,817	\$44,783	Active	Students coming from out-of-state who have a competitive scholarship in excess of \$1,000 receive the in-state rate
Dual Credit Enrollment – Jr. Colleges	<a href="#">TEC 130.008, 54.216</a>	\$9,038,046	\$8,808,905	\$7,468,253	Active	Dual Credit students receive a 75% tuition exemption
Educational Aide Exemption	<a href="#">TEC 54.363</a>	\$627	\$2,490	\$0	Active	Students enrolled in courses required for teacher certification in one or more subject areas experiencing a critical shortage of teachers at public schools in Texas, as determined by the Texas Education Agency, who have financial need and meet the other criteria of the program receive an exemption from the payment of resident tuition for courses taken during the applicable term. This exemption was approved by the Board of Trustees on October 2, 2023 to be offered in Spring 2024.
Highest Ranking High School Scholar	<a href="#">TEC 54.301</a>	\$9,109	\$1,716	\$6,357	Active	Students who graduated top of their class receive full tuition waiver for two semesters
Good Neighbor	<a href="#">TEC 54.331</a>	\$23,103	\$21,954	\$17,042	Active	Tuition waiver for up to 235 students native-born in other countries in American hemisphere
Senior Citizen 65+, 6 Hours Free Tuition	<a href="#">TEC 54.365 (c)</a>	\$9,898	\$11,285	\$12,665	Active	Students over age 65 receive tuition waiver for up to 6 SCH, if space is available
Senior Citizen 55+, Reduced Tuition Program	<a href="#">TEC 54.263</a>	\$0	\$0	\$0	Available	For Continuing Professional Development use only. Students 55 years of age or older receive a tuition discount of 10%.
Combat Exemption	<a href="#">TEC 54.2031</a>	\$0	\$0	\$0	Available	Students who are a dependent of a parent deployed during active combat may have tuition waived
One-Year Exemption for Certain TANF Students	<a href="#">TEC 54.361</a>	\$0	\$0	\$0	Available	Students who graduated from high school in Texas and during the last year of high school were dependent children receiving financial assistance under chapter 31, Human Resources Code, receive an exemption from one year of tuition
<b>Totals</b>		<b>\$9,142,814</b>	<b>\$8,921,844</b>	<b>\$7,562,833</b>		

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve a Memorandum of Understanding (MOU) between San Jacinto Community College District (SJCCD) and Aldine Independent School District (ISD) to establish a Vocational Nursing program for dual credit at the Health Education and Learning (HEAL) campus.

**BACKGROUND**

Aldine ISD, located at 2520 W.W. Thorne Blvd., Houston, TX 77073, approached San Jacinto College to establish a dual credit program for students from its local high schools. The Health Education and Learning (HEAL) program at Aldine ISD was launched in Fall 2024 as an innovative, career-focused high school initiative in partnership with Memorial Hermann Health System, accepting students from all Aldine ISD feeder schools. The dual credit program will provide students with the opportunity to earn a Vocational Nursing degree from San Jacinto College.

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 Aldine ISD to begin their dual credit partnership for the Vocational Nursing program at the HEAL campus.

**BUDGET INFORMATION**

All elements related to the operation of the Dual Credit programs are contained within the 2025-2026 budget.

**MONITORING AND REPORTING TIMELINE**

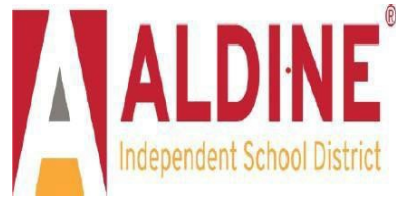
The agreement shall become effective upon the date of execution and will continue through August 1, 2028.

**ATTACHMENTS**

Attachment 1 – Draft MOU

**RESOURCE PERSONNEL**

Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu
Sonia Townsend	281-459-7653	sonia.townsend@sjcd.edu



This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **Aldine Independent School District**, located at 2520 W.W. Thorne Blvd. Houston, TX 77073 a public school district established by law and political subdivision of the State of Texas ("Aldine ISD" or "District") as of the effective date of **March 1, 2026** ("Effective Date"). Individually, SJCCD or Aldine ISD shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

### **I. TERM**

This Agreement shall commence on the Effective Date and expire on **August 1, 2028** ("Expiration Date") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date.

### **II. WEBSITE**

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

### **III. OVERVIEW**

The College is committed to serving the students and communities of the greater Houston area through collaborative work with school districts in the College's service area. A major initiative promoting a college-going and college-graduation culture is the partnership between Aldine ISD and San Jacinto Community College District to establish a dual credit program. This dual credit program complies with Applicable Law (as hereinafter defined), including, without limitation, the laws and

## Attachment 1

regulations set forth by the State of Texas for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students. The term 'partnership' as used in this Agreement refers to the dual credit partnerships as described in 19 Texas Administrative Code, Chapter 4, Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college-level credit. The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the establishment of a dual credit program with courses offered on the North and South campus of SJCCD. The San Jacinto College BON-approved nursing administrator (department chair) shall be the program administrator for the dual credit program.

#### **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 111.3006.D: Sexual Misconduct](#).

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

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

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

for discharging these duties will act cooperatively, communicate fully, and share information as permitted by Applicable Law.

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

Both Parties agree to perform their respective obligations and operate the Dual Credit program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20 U.S.C. § 1681et 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 Bas its relates to immunity and Subchapter Cas related to criminal history background checks for services provided on a school district campus); Chapter 39 (accountability); the Texas Government Code, to the extent it applies to the subject matter of this Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 ("Prompt Pay Act"); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations to the extent applicable to the delivery of services under this Agreement; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, "Applicable Law").

#### **VI. PURPOSE**

In Fall 2024, Aldine approached SJCCD to establish a dual credit partnership. The Parties agree to enter into this Agreement to set forth the roles and respective obligations of the Parties for the establishment

and operation of the Program for eligible students, which will allow the students to earn college credit while simultaneously earning credit toward their high school graduation requirements. This Agreement encompasses all programs and initiatives under the dual credit programs as required by Applicable Law.

## **VI. ELIGIBLE COURSES**

- a) Any courses offered for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the THECB and listed in SJCCD's Core Curriculum, or as college-level workforce education courses in the current edition of Workforce Education Course Manual (WECM) adopted by the THECB, or a foreign language course.
- b) Courses offered for dual credit by SJCCD to the ISD will be in the following programs: Vocational Nursing Program.
- c) The Vocational Nursing Dual Credit Program will enroll approximately 30 students each year with a maximum enrollment not to exceed 40 students after the licensure pass rate being greater than 90%. SJCCD determines the enrollment for each year, in compliance with Board of Nursing regulation.
- d) San Jacinto College will reserve a minimum of 10 spots in the ADN program at North Campus for Aldine ISD Heal High School graduates. They must meet all of the ADN admission guidelines.
- e) Prior to the commencement of the classes, the College and the District will develop a course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed. The final course equivalency crosswalk ("Crosswalk") will be attached to this Agreement as Appendix B and incorporated herein. Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.
- f) Specific course offerings for the Program will be determined collaboratively between SJCCD and the District.
- g) 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.
- h) Developmental and remedial courses are not offered for dual credit.
- i) The College and the District agree that SJCCD policies and practices regulating dual credit courses will be followed.
- j) Students are expected to follow the course sequence below:

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<b>Fall Sophomore Year</b>	BIOL 2301 and BIOL 2101
<b>Spring Sophomore Year</b>	ATI Teas and Apply to Program BIOL 2302 and BIOL 2102
<b>Summer Before Junior Year</b>	VNSG 1327 – Essentials of Medication Administration VNSG 1423 – Basic Nursing Skills
<b>Fall – Junior Year</b>	VNSG 2431 – Advanced Nursing Skills VNSG 1260 – Clinical I
<b>Spring Junior Year</b>	VNSG 1509 – Health and Illness II VNSG 1261 – Clinical II
<b>Summer Junior Year/Before Senior Year</b>	VNSG 1331 – Pharmacology VNSG 1301 – Mental Health and Illness
<b>Fall- Senior Year</b>	VNSG 1226 – Gerontology VNSG 1162 – Clinical – Gerontology VNSG 1330 – Maternal-Neonatal Nursing
<b>Spring – Senior Year</b>	VNSG 1334 – Pediatrics VNSG 2161 – Clinical – Licensed Practical/Vocational Nurse Training VNSG 1105 – NCLEX-PN Review

k) To progress in the program, the students must adhere to the progression policy, as described in the nursing student handbook:

1. A minimum grade of “C” is required in each course in the curriculum to progress to the next course, level, or semester. Students may not progress from one level/semester without completing the prior courses.
2. Students who fail a course or withdraw from a course(s) will be provided the opportunity to transition to a Natural Science track to complete pre-requisite courses for the associate degree nursing program.
3. Students who are unsuccessful in the final semester of the program may be provided with the opportunity to complete final semester at SJCCD vocational nursing program.
4. Any grade of “I” may prevent progression in the program.
5. The department chair is responsible for overseeing and approving students’ progression and re-entry into the program.

**VII. STUDENT ELIGIBILITY REQUIREMENTS**

a) To be eligible for dual-credit enrollment at SJCCD, the high school student must:

## Attachment 1

1. Meet all requirements for standard admission to the College as outlined in the College's current College Catalog, as well as other requirements that may be imposed by the District.
  2. Must meet dual credit admissions and eligibility requirements as required by Applicable Law including, without limitation, the Texas Success Initiative (TSI) Assessment minimum passing scores established by THECB.
  3. Students are subject to meeting the same admissions requirements as listed on [Vocational Nursing Admission Info - San Jacinto College](#).
  4. The San Jacinto College nursing program must participate in the selection of high school students admitted to the VN program.
  5. The dual credit VN program students and faculty will abide by the VN Nursing Student Program Handbook and departmental policies.
  6. All applicants are required to complete a criminal background check (CBC) as part of the application/admissions process. According to the Texas Board of Nursing (BON) effective Jan. 1, 1996, a person who has been convicted of a felony that relates to the duties and responsibilities of a licensed registered nurse may be disqualified from obtaining licensure as a licensed registered nurse (213.28 Board of Nurse Examiners for the State of Texas, Rules and Regulations, Sept. 2004). For further inquiry, the applicant should directly contact the Texas BON. Applicants will provide permission and complete the Texas Board of Nursing's CBC upon acceptance into the program. Applicants will be required to submit a blue card or decision letter to confirm admission and progression into the program.
  7. Upon acceptance into the program, applicants will be required to purchase a package with Castle Branch or an approved vendor, a document tracker used for clinical compliance. The procedure for completing the criminal background check and drug screen requirements can be found on the [Vocational Nursing Admission Info - San Jacinto College](#).
  8. Dual Credit Students must meet the clinical requirements as specified in the Vocational Nursing catalog page [Nursing, Vocational Nursing, Level 2 Certificate | San Jacinto College Academic Catalog](#)
  9. Must successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
- b) The District shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code and other Applicable Law.
- c) Students taking the TSIA at San Jacinto College will not be charged for their first attempt on any section of the Texas Success Initiative Assessment (TSIA). Students will be charged for any additional testing attempts at the current SJCCD Board-approved cost. The current cost is \$15.00 per section or \$30.00 for the entire assessment. The ISD or student will cover the cost of any additional attempts.
- d) The District will work with the College to make certain that all dual credit students are enrolled by

the first day of class to help ensure student success.

**VIII. LOCATION OF CLASSES**

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

The classroom, nursing skills laboratories, and simulation laboratories offered at the Aldine ISD campus will be consistent with the facilities offered at the San Jacinto College North Campus VN program.

**IX. TRANSPORTATION**

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

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

**X. STUDENT COMPOSITION OF CLASS**

Dual credit students attending classes on an SJCCD campus will be in classes with students from the general College population. The vocational nursing program is a cohort-based program. Students must successfully complete each course with a minimum grade of C before advancing to the next course and/or level.

**XI. 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

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Resources to the attention of the Director and/or Employee Relations Officers for investigation.

- c) The School District will designate a specific School District official that is certified as a Title IX Investigator to serve as the authorized liaison for San Jacinto College Office of Human Resources. The District official and the College's representatives 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) Aldine is responsible for hiring Nursing faculty for their site; however, SJCCD must participate on the interview panel and be involved in the hiring decision.
- f) Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the ISD and the SJCCD Liaison when appropriate.
- g) Faculty teaching in the Vocational Nursing Program will adhere to the VN Program faculty handbook.
- h) Faculty teaching in the Vocational Nursing Program will participate in departmental meetings and committees, as determined.

**XII. 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

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C	70-79	Average, acceptable achievement	2
D	60-69	Passing, marginal achievement	1
F	59 and below	Failure, unsatisfactory achievement	0
FX	59 and below	Failure, unsatisfactory achievement due to absences	0
I		Incomplete	0
NG		No Grade Reported	0
w		Withdrawal, not included in 6 drop limit	0
WL		Withdrawal, included in 6 drop limit	0

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

**XIII. ATTENDANCE/ CALENDAR**

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

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

#### **XIV. WITHDRAWAL FROM COLLEGE COURSES**

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

**XV. 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.

**XVI. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS**

- a) The College and the District agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and District for students in the dual credit Program without the consent of either the parents or the student. Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.
- b) Both Parties agree that they shall not permit any unauthorized disclosure of confidential student information in contravention of FERPA. Both Parties agree not to share information with third parties unless authorized to do so by Applicable Law. While in possession of protected student data, the College and the District shall permit only authorized employees as permitted under FERPA to have access to the data. Both Parties agree to store the data in a secure area and to prevent unauthorized access.
- c) To ensure the continued confidentiality and security of the data protected by FERPA, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access.
- d) If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the District, including records that the College has disclosed.
- e) The College and the District agree to comply with all FERPA requirements to maintain the privacy of student data. Information on FERPA at the College can be found on the SJCCD website at <https://www.sanjac.edu/student-services/student-concerns/ferpa>.
- f) Data regarding student designation or participation in free and reduced lunch programs at the District will be collected and shared as deemed appropriate and as required for the implementation of the Financial Aid for Swift Transfer (FAST) program including the student's PEIMS.

**XVII. 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 by all College students except in limited

## Attachment 1

cases where the service would be duplicative of services provided by the District or where utilizing the College's services would not apply to the dual credit student such as College meal plans and mental health counseling.

- b) The School District may access the current College Catalog <https://publications.sanjac.edu/> and the current Student Handbook <https://publications.sanjac.edu/student-handbook/> from the website. All policies in the SJCCD Catalog and Student Handbook apply fully to dual credit students enrolled in the Program.
- c) The District will post information and a link to the SJCCD Dual Credit website on the ISD homepage. Information about SJCCD Dual Credit opportunities will be posted on the individual high school's College/Career or College Resources website.
- d) Both Parties will offer college advising services for dual credit students enrolled in the Program. The College and the District will establish common advising strategies and terminology related to dual credit and college readiness and will conduct periodic meetings to review and hone such strategies and terminology. The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan. In addition, the College advisor can assist dual credit students with navigating SJCCD's policies and procedures. The name of the SJCCD advisor responsible for dual credit is located on the SJCCD Dual Credit website. In active collaboration with the College, the District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019).
- e) The College provides a guide to the alignment of high school endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications, which can be found on the College's Dual Credit website. An individual pathway for each dual credit student enrolled in the Program will be developed and accessible to the student in Degreeworks.
- f) Tools to assist counselors, students, and families in selecting endorsements offered by Aldine ISD and choosing Dual Credit courses have been developed by TEA, THECB, and Texas Workforce Commission. Links to these tools are located on the Aldine ISD website and the SJCCD Dual Credit web page.
- g) The College and the District shall comply with Applicable Law with respect to a student's disabilities and need for accommodation. Students needing accommodation for SJCCD courses must meet with the Accessibility Services office. If the class is taught at SJCCD, the College will be responsible for providing classroom accommodation and the SJCCD Accessibility Counselor will coordinate class accommodations with the District's high school counselor responsible for determining accommodations. If the class is taught by a member of the District faculty or at the District high school, the District's high school will be responsible for providing the classroom accommodations.

- h) The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic year upon request by the District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the Program on the College's dual credit website.

#### **XVIII. STUDENT CONDUCT**

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

#### **XIX. ACCIDENTS/EMERGENCIES**

Due to federally mandated reporting and procedural requirements applicable specifically to higher education institutions, the procedures set forth in this section will apply in the event any Dual Credit student, instructor, or administrator experiences a physical, mental, or emotional crisis including behavior, or a threat thereof, that is law-violating. Incidents or behaviors that may affect the safety and welfare of a student or students will also follow the provisions of this section. If such an event occurs while the individual is on SJC property or attending an SJC-sponsored event or activity off campus, the response to such incidents will be based on SJC policies, procedures, regulations, and guidelines. If such an event occurs while

the individual is not on SJCCD property or attending a District-sponsored event or activity off campus, the response to such incidents will be based on District policies, procedures, regulations, and guidelines. Accordingly, while on SJC property, the policies and procedures of SJC related building use, emergency response, and safety of shall apply, to the extent applicable. Both Parties agree to share all information regarding the event as soon as safely possible utilizing the agreed upon reporting processes.

#### **XXI. CONCEALED HANDGUN NOTICE**

Pursuant to Texas Senate Bill 11 (S.B. 11), and in accordance with SJCCD Policy II1. 3000.A: Campus Carry, a holder of a valid license to carry who is age 21 or older is authorized to possess a concealed handgun on SJCCD property. The policy also identifies certain campus locations and activities that a valid licensed-to-carry holder may be excluded from carrying a handgun due to previously existing State of Texas Statutes or exclusion zones identified by the College. More information can be found at <https://www.sanjac.edu/policy-iii3000a-campus-carry>.

#### **XXII. FUNDING**

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

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including students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan.

- g) If the District will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for District students enrolled in the Program including dual credit student tuition, fees, and books/materials as set forth in this Agreement. The District will provide a primary and secondary point of contact with appropriate contact information. SJCCD will process and remit the invoice after the official day of record for the specified term via email to the designated primary and secondary contact and any other personnel or departments desired by the District. Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within 45 days of the billing date:

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

SJCCD Invoicing Contact:

Primary: Morgan West

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

Secondary: Esmeralda Parrales

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

Aldine ISD Invoicing Contact:

Primary: MarialMartinez

- [mmartinez12@aldineisd.org](mailto:mmartinez12@aldineisd.org)
- 281-985-7870
- Career and Technical Education Bookkeeper
- 9999 Veteran Memorial Dr  
Houston, TX 77038

Secondary: Lakeicha Rollins

- [lrollins@aldineisd.org](mailto:lrollins@aldineisd.org)
- 281-985-7228
- Executive Director Secretary of Career and  
Technical Education
- 9999 Veteran Memorial Dr Houston, TX 77038

### **XXIII. PROGRAM GOALS**

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

### **XXIV. LIABILITY; INSURANCE**

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

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

- a) Termination for Convenience. This Agreement may be terminated by either Party, with or without cause, upon 30 days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any Aldine ISD students taking SJCCD college courses for dual credit at the time this Agreement is effectively terminated will be allowed to complete those courses notwithstanding the termination of this Agreement.
- b) Termination for Cause. In the event that either Party defaults in its obligations under this Agreement, the other Party may terminate the Agreement for cause and pursue any remedies under law or in equity. Notwithstanding the foregoing, except for Exigent Circumstances, the defaulting Party shall have thirty (30) days from notice of default in which to cure the default before the Party alleging the default terminates and pursues its remedies. For purposes of this Agreement, the term "Exigent Circumstances" shall mean (collectively and individually) any act, omission, failure, or breach that in the reasonable

discretion of the Party alleging the breach or default may (I) pose a threat to the safety or well-being of persons; (II) pose an imminent danger to the premises of the other Party; (III) constitute a violation of Applicable Law; and/or (IV) result in the imposition of fines or penalties, for the other Party.

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

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

- a) No Personal Liability; No Third-Party Liability; No Waiver. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of SJCCD or Aldine ISD, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of SJCCD or Aldine ISD. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.
- b) Integrated Agreement; Modification. This Agreement, including any and all appendices and exhibits, contains the entire agreement between the Parties with respect to the dual credit Program and the subject matter herein and cannot be amended or modified except by written agreement signed by the Party against whom enforcement of the amendment or modification is sought.
- c) Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Premises are located, without regard to its choice of law or conflicts of law provisions. Exclusive venue for any proceeding or action with respect to this Agreement shall lie in a court of competent jurisdiction in the Harris County, Texas.
- d) Severability. The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- e) Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in two

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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) Relationships of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and the District may teach college courses as adjunct professors of SJCCD, or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.

Executed as of the Effective Date:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**

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

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

Dr. Brenda Hellyer, Chancellor

**ALDINE INDEPENDENT SCHOOL DISTRICT**

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

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

Dr. LaTonya Goffney, Superintendent

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Appendix A

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

Program Goals

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

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

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

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

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

**Program Contacts**

**Dual Credit Contact Information**

**Institution:** San Jacinto College  
**Name:** Sonia Townsend  
**Title:** Dean of Dual Credit Partnerships  
**Phone Number:** 281-459-7653  
**Email:** sonia.townsend@sjcd.edu

**Nursing Program Contact Information**

**Institution:** San Jacinto College **Name:**  
Rhonda Bell  
**Title:** Dean of Health and Natural Science  
**Phone Number:** 281-476-1858  
**Email:** rhonda.bell@sjcd.edu

**Contact Information**

**Institution:** Aldine  
**Name:** Eric Blume  
**Title:** Program Manager of Career and Technical  
**Phone Number:** 281-985-7228  
**Email:** ejblume@aldineisd.org

Appendix C

School District Title IX Investigator/Coordinator

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

The School District Liaison contact information is as follows:

School District Name: Aldine ISD

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High School Name: HEAL

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Liaison's Name: Marcia Herrera

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Position Title: Chief Human Resources Officer

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Contact Phone Number: 281-985-6205

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Email: mmherrera2@aldineisd.org

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**Action Item “XIII”**  
**Regular Board Meeting March 2, 2026**  
**Consideration of Approval of Memorandum of Understanding with**  
**First Baptist 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 Academy for Dual Credit.

**BACKGROUND**

First Baptist Academy, located at 505 Rollingbrook Street., Baytown, TX 77521, approached San Jacinto College to establish a dual credit program for students from their high school. 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 Academy to begin their dual credit partnership.

**BUDGET INFORMATION**

All elements related to the operation of the Dual Credit programs are contained within the 2025-2026 budget.

**MONITORING AND REPORTING TIMELINE**

The agreement shall become effective upon the date of execution and will continue through August 1, 2028.

**ATTACHMENTS**

Attachment 1 – Draft MOU

**RESOURCE PERSONNEL**

Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu
Sonia Townsend	281-459-7653	sonia.townsend@sjcd.edu



This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **First Baptist Academy**, a private school established by law and political subdivision of the State of Texas ("Academy") as of the effective date of **August 1, 2026** ("Effective Date"). Individually, SJCCD or Academy shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

#### **I. TERM**

This Agreement shall commence on the Effective Date and expire on **August 1, 2028** ("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 private schools 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. First Baptist Academy will expand its enrollment from grades K–8 to grades 9–12 beginning in Fall 2026. This expansion will mark the first time offering dual credit opportunities to high school students. A major initiative promoting a college-going and college-graduation culture is the partnership between First Baptist 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

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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 Central 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 Academy non-discrimination policy see, Board Policy <http://fbcbaytown.monkpreview2.com/wee-school-fba/non-discrimination-statement/>.

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

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

### **V. APPLICABLE LAW**

Both Parties agree to perform their respective obligations and operate the Dual Credit program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration

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

### **VI. PURPOSE**

In Fall 2025, the First Baptist Academy approached SJCCD to establish a dual credit partnership. The Parties agree to enter into this Agreement to set forth the roles and respective obligations of the Parties for the establishment and operation of the Program for eligible students, which will allow the students to earn college credit while simultaneously earning credit toward their high school graduation requirements. This Agreement encompasses all programs and initiatives under the dual credit programs as required by Applicable Law.

### **VII. ELIGIBLE COURSES**

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

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under this Agreement, including the number of credits that may be earned for each course completed. The final course equivalency crosswalk (“Crosswalk”) will be attached to this Agreement as Appendix B and incorporated herein.

- d) Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.
- e) Specific course offerings for the Program will be determined collaboratively between SJCCD and the Academy.
- f) A corresponding high school course shall be provided by the Academy, indicating the high school course(s) for which high school credit shall also be awarded.
- g) Developmental and remedial courses are not offered for dual credit.
- h) The College and the Academy agree that SJCCD policies and practices regulating dual credit courses will be followed.

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

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

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

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

**X. TRANSPORTATION**

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

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

**XI. STUDENT COMPOSITION OF CLASS**

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

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

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

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

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

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classroom policies including attendance; a calendar of lecture/discussion topics and assignment due dates; and other material deemed pertinent by the instructor.

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

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

- d) The College shall ensure that college courses taught for dual credit at any site for general college credit are substantially equivalent with respect to the contact hour requirements, curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be reasonably upheld regardless of the student composition of the class.
- e) The primary responsibility for assigning College grades in a course belongs to the SJCCD faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and Academy officials will not interfere with the faculty member's responsibility for assigning grades in the college-level course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.
- f) Final grades shall be submitted by the College to the Academy's high school in which the student is enrolled at the end of the semester through the secure online dual credit dashboard. The final course grade recorded for the College will be a letter grade. The Academy is responsible for determining the numerical grade equivalent for their students.
- g) Students or the Academy 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.

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Dual Credit students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the Academy when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the Academy. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.

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

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

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

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

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

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

- a) The College and the Academy agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA

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allows educational records and protected student data to be exchanged between the College and Academy for students in the dual credit Program without the consent of either the parents or the student.

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

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

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

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collaboration with the College, the Academy shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019).

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

### **XIX. STUDENT CONDUCT**

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

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

**XX. ACCIDENTS/EMERGENCIES**

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

**XXI. CONCEALED HANDGUN NOTICE**

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

**XXII. FUNDING**

- a) State funding for dual credit courses is available to both the Academy and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. The remaining tuition and fees will be paid by the student to SJCCD. As of Fall 2023, the current waiver is 75% of tuition and fees for in-district and out-of-district students, and 76% of tuition and fees for out-of-state students.
- c) The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary or advisable during the year and will provide written notice to the Academy prior to any adjustments to tuition and fees being made. Upon receipt of this notice, the Academy shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.
- d) The costs for textbooks and/or materials for dual credit courses shall be the responsibility of the Academy or the student, not SJCCD. The required supplies will be available to students prior to

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the first day of class and should be purchased prior to classes starting to help facilitate student success.

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

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

SJCCD Invoicing Contact:

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

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

First Baptist Academy Invoicing Contact:

Robin Cunningham [robin@fbcbaytown.org](mailto:robin@fbcbaytown.org) 281-420-2740 or 281-543-5882

505 Rollingbrook St

Baytown Tx 77521

### XXIII. PROGRAM GOALS

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

### XXIV. LIABILITY; INSURANCE

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

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

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

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

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

- a) No Personal Liability; No Third-Party Liability; No Waiver. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of SJCCD or 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 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.

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

Executed as of the Effective Date:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**

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

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

**FIRST BAPTIST ACADEMY**

By: \_\_\_\_\_  
XXXXX, Superintendent

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

## Appendix A

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

### Program Goals

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

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

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

	and ethnicity, gender, and age.
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**Appendix B**

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

**Crosswalk of First Baptist Academy Courses and SJCCD  
Courses**

**Appendix C**

**First Baptist Academy Title IX Investigator/Coordinator**

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

The Academy Liaison contact information is as follows:

Academy Name:

First Baptist Academy

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High School Name:

First Baptist Academy

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Liaison’s Name:

Rachel Escobedo

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Position Title:

High School Coordinator

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Contact Phone Number:

281-420-2740

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Email:

rescobedo@fbcbaytown.org

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**Action Item “XIV”**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval for an Addendum to the Memorandum of Understanding with  
Channelview ISD for Dual Credit**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve an addendum to the Memorandum of Understanding (MOU) between San Jacinto Community College District (SJCCD) and Channelview Independent School District (ISD) to allow a qualified high school instructor, employed by Channelview ISD, to teach English Composition I (ENGL 1301) as a dual credit course.

**BACKGROUND**

Channelview ISD, located at 828 Sheldon Road., Channelview, TX 77530, and San Jacinto College established a dual credit program for students from their local high schools. The dual credit program offers an opportunity for students to earn college credit by taking academic courses.

Channelview ISD has a small group of students at their Endeavor campus who have met the requirements to enroll in *ENGL 1302, Composition II* for dual credit. The number of eligible students would not typically be sufficient to meet required minimum enrollment for the College to offer a class at the high school. To provide these students with access to college-level coursework, the ISD has identified a credentialed instructor who meets all College and accrediting body requirements to teach the course. The addendum allows the course to be taught on the high school campus by this instructor as part of their regular teaching load without additional compensation from the College.

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 addendum supplements the current MOU by designating an approved instructor and establishing the terms for offering the dual credit course under these unique enrollment circumstances. The arrangement supports access to dual credit opportunities and ensures compliance with credentialing and instructional standards. The Addendum does not create any employment or compensation obligations for the College.

**BUDGET INFORMATION**

All elements related to the operation of the Dual Credit programs are contained within the 2025-2026 budget.

**MONITORING AND REPORTING TIMELINE**

**Action Item “XIV”**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval for an Addendum to the Memorandum of Understanding with  
Channelview ISD for Dual Credit**

The agreement shall become effective upon the date of execution and will continue through June 1, 2026.

**ATTACHMENTS**

Attachment 1 – MOU

**RESOURCE PERSONNEL**

Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu
Sonia Townsend	281-459-7653	sonia.townsend@sjcd.edu

**Addendum to Memorandum of Understanding Between  
San Jacinto Community College District and Channelview**

This Addendum to Memorandum of Understanding (“Addendum”) between San Jacinto Community College District (“SJCCD”) and [SCHOOL DISTRICT] (“District”) is effective as of the date fully executed by both Parties (“Effective Date”). District and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

RECITALS:

SJCCD and District entered into a Memorandum of Understanding (“MOU”), effective March 1, 2026. See Exhibit 1, attached hereto.

SJCCD and District desire to supplement the terms of the MOU as set forth below:

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

1. The Parties agree that a full-time employee of the District, **Jennifer Thurik**, hereinafter referred to as the “Instructor,” will teach **English 1302** as a dual credit course during the **Spring 2026**. District represents to SJCCD that the Instructor satisfies all credentialing requirements established by the College and/or accrediting bodies to teach the designated dual credit course.
2. The Parties agree and understand that Instructor will teach the course as part of their regular teaching load under Instructor’s contract with the District. The parties agree and understand that nothing in this Addendum makes Instructor an employee of SJCCD. SJCCD has no responsibility to pay any portion of Instructor’s salary or benefits.
3. The Parties agree and understand that Instructor will not receive additional compensation or benefits from either SJCCD or the District for teaching the designated dual credit course.
4. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any Party to this Agreement.
5. This Addendum is effective for the duration of the designated course stated above in paragraph 1 unless renewed. In addition, this Addendum may be terminated by either Party, with or without cause, upon 30 days’ prior written notice to the other Party. However, in the event of such termination or other action that results in the removal of Instructor from the designated course, the Parties will assign another qualified instructor, and any District students taking the designated course for dual credit will be allowed to complete the course notwithstanding the termination of this Addendum.

Attachment 1

6. This Addendum embodies the entire agreement between SJCCD and District with respect to the subject matter of this agreement. In the event of any conflict or inconsistency between the provisions of the MOU and this Addendum, the provisions of this addendum shall control and govern.
7. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Addendum being simply to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.
8. This Addendum shall be construed and enforced in accordance with the laws of the State of Texas.

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

**Channelview:**

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

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

**SAN JACINTO COMMUNITY COLLEGE DISTRICT:**

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

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

**Action Item “XV”**  
**Regular Board Meeting March 2, 2026**  
**Consideration of Approval of Memorandum of Understanding with**  
**Sheldon ISD for a Shared Educational Planner**

**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 Sheldon Independent School District (ISD) for the purposes of outlining the responsibilities of a Shared Educational Planner position.

**BACKGROUND**

Sheldon ISD continues to expand dual credit opportunities to increase college readiness and post-secondary success for its students. As dual credit participation grows, the administrative processes required to advise, enroll, track eligibility, and maintain compliance with higher education partners have become increasingly complex.

Currently, these responsibilities are distributed among campus staff who also manage multiple roles, creating challenges in consistency, efficiency, and timely student support. To address this need, Sheldon ISD is considering funding a Shared Educational Planner position dedicated to supporting the enrollment and coordination of dual credit students at San Jacinto College, to be included or referenced in the MOU. This position will be fully funded by Sheldon ISD.

**IMPACT OF THIS ACTION**

Approval of this MOU will allow the College and Sheldon ISD to establish the responsibilities of a Shared Educational Planner position to support the coordination of enrollment of Sheldon ISD dual credit students at SJC.

**BUDGET INFORMATION**

All elements related to operation of the dual credit programs are contained within the fiscal year 2025-2026 budget.

**MONITORING AND REPORTING TIMELINE**

The agreement shall become effective upon the date of execution and will continue through June 30, 2027.

**ATTACHMENTS**

Attachment 1 – Draft MOU

**RESOURCE PERSONNEL**

Laurel Williamson	281-998-6182	<a href="mailto:laurel.williamson@sjcd.edu">laurel.williamson@sjcd.edu</a>
Joanna Zimmermann	281-476-1863	<a href="mailto:joanna.zimmermann@sjcd.edu">joanna.zimmermann@sjcd.edu</a>
Sonia Townsend	281-459-7653	<a href="mailto:sonia.townsend@sjcd.edu">sonia.townsend@sjcd.edu</a>

**MEMORANDUM OF UNDERSTANDING BETWEEN SAN JACINTO COMMUNITY COLLEGE AND SHELDON INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (“Agreement”) is made by and between two governmental entities, San Jacinto Community College District (“SJCC”) and Sheldon Independent School District (“Sheldon ISD”) (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respective governing bodies and authorized Officers.

**RECITALS**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes units of governments to contract with each other to provide shared governmental functions and services; and

**WHEREAS**, the Parties wish to enter into this Agreement to allow a designated Sheldon ISD employee (“Shared Advisor”) to access SJCC’s Student Information System (“SJCC Banner System”) for the purpose of registering Sheldon ISD students for dual credit courses at SJCC;

**THEREFORE**, the Parties mutually agree as follows:

**AGREEMENT**

**I. DEFINITIONS**

1. “SJCC Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by SJCC on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata, as well as any de-identified, aggregated, or otherwise anonymized data derived from such data.
2. “Personally Identifiable Information” (or PII) includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended (“FERPA”); “personal information” as that term is defined in the Children’s Online Privacy Protection Act of 1998 (“COPPA”); “personal information” as that term is defined in the Protection of Pupil Rights Amendment (“PPRA”); “personally identifiable information” as that term is defined in the Individuals with Disabilities Education Act, as amended (“IDEA”); “covered information” as that term is defined in Tex. Educ. Code §32.151; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 (“HIPAA”); nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809 (“GLBA”); credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards (“PCI-DSS”); other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
3. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means.

These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88r1 guidelines relevant to data categorized as high security.

4. "Security Breach" means an event in which SJCC Data is exposed to unauthorized disclosure, access, alteration, or use.

## **II. SHARED ADVISOR SERVICES AND ACCESS**

1. Shared Advisor shall be an employee of Sheldon ISD. Any employee assigned or hired to be the Shared Advisor shall be acceptable to SJCC and SJCC shall have the right, in its sole discretion, to object to any employee assigned or hired for this position. In the event Sheldon ISD must change the individual serving as Shared Advisor, Sheldon ISD will notify SJCC in writing thirty (30) days in advance. If Shared Advisor is terminated or resigns, Sheldon ISD shall notify SJCC in writing immediately.
2. Sheldon ISD shall require and verify that the Shared Advisor has undergone all training stated herein on legal obligations and responsibilities with regard to SJCC Data.
3. Sheldon ISD shall provide Shared Advisor with his or her own private office to ensure that no other Sheldon ISD employees, agents or representatives may view any information on SJCC Student Information System and ensure sufficient privacy for Shared Advisor to perform all services pursuant to this Agreement.
4. Subject to the terms and provisions set forth herein, Shared Advisor is granted limited access to SJCC Student Information System to facilitate the efficient and accurate registration of students in dual credit courses offered by SJCC. This access is strictly limited to the necessary functions for student registration in dual credit courses at SJCC.
5. Such limited access is only granted to Shared Advisor, and no other Sheldon ISD employee, representative or agent is permitted to access the SJCC Student Information System as outlined herein.

Shared Advisor is strictly prohibited from sharing any passwords, credentials or other information used to access SJCC Student Information System.

6. The Parties will ensure the registration process runs smoothly, with Sheldon ISD employing the necessary personnel (Shared Advisor) and SJC overseeing access and compliance.
7. Shared Advisor's access to SJCC Student Information System is limited to the following:
  - a. Registering Students: Ability to register Sheldon ISD students for open, available dual credit courses during open terms in accordance with all SJCC processes and procedures. Shared Advisor is obligated to review and abide by all applicable SJCC procedures when registering students.

- b. **Updating Course Enrollment:** Ability to add or drop Sheldon ISD students from courses within the current term. Shared Advisor shall not drop or register students outside the designated drop or registration periods for the term. Shared Advisor must use the appropriate, accurate codes to drop students so that the appropriate refunds or no refund is granted. Shared Advisor shall not back date withdrawals or registrations. The student retains the right to withdraw from a San Juan College course independently and is not required to obtain prior authorization or approval from the Sheldon Independent School District.
  - c. **Viewing Course Listings and Schedules:** Access to view the list of available courses, course schedules, and sections for student registration purposes
  - d. **Limited Access to Student Records:** View certain student details for Sheldon ISD students, such as course history and current enrollment status
  - e. **Overriding Registration Holds:** Ability to override the dual credit holds or other approved holds to register Sheldon ISD students
8. For purposes of clarity, the Shared Advisor does not have permission or access to do the following:
- a. **Modify Student Records:** No ability to alter or update personal student data, including but not limited to address, phone number, academic history
  - b. **Modify Financial or Payment Information:** No ability to modify financial aid data, billing information, or any financial records
  - c. **Modify System Settings or Configurations:** No access to any administrative settings, system configurations, or system-wide settings
  - d. **Access Non-Student Modules:** No access to other modules of the SJCC Student Information System, such as human resources, faculty records, or administrative functions unrelated to registration
  - e. **Transcripts:** No access to print or view official or unofficial transcripts
  - f. **Overrides:** No ability to override any hold type other than those that have been approved by SJCC
  - g. **Student Data Access:** Shared Advisor may only access data directly related to the registration process for students from Sheldon ISD
9. Shared Advisor shall only access SJCC Data that is necessary for Shared Advisor to perform services pursuant to this Agreement. Shared Advisor shall not access or attempt to access any other SJCC Data or student records, including education records or personally identifiable information, that is not required in connection with the services performed pursuant to this Agreement.
10. Shared Advisor shall only register Sheldon ISD students for a dual credit course that the student possesses the requisite skillset for. Shared Advisor agrees to adhere to basic dual credit requirements, including skill levels and prerequisites.
11. Shared Advisor shall abide by all SJCC class limits when registering Sheldon ISD students.

12. In the event Shared Advisor must exercise an override to place a Sheldon ISD student in a class, Shared Advisor will do so after consultation with the Dual Credit Director or higher at SJCC.
13. Shared Advisor shall comply with training obligations as outlined in Section V.
14. Shared Advisor shall only access the SJCC Student Information System to the extent necessary to fulfill its obligations stated herein.

### **III. ACCESS CONTROL AND LIMITATIONS**

1. SJCC may, in SJCC's sole discretion and without notice to Sheldon ISD, unilaterally revise, terminate or eliminate any of the access permissions granted to Shared Advisor pursuant to this Agreement. Any attempt by Shared Advisor or any other Sheldon ISD employee to circumvent, override, or surpass access limitations imposed by SJCC will be grounds for immediate termination of this Agreement by SJCC.
2. Shared Advisor may only access data directly related to the dual credit registration process for the students from Sheldon ISD. Certain SJCC Data, including but not limited to, grades, academic performance or personally identifiable information, will be restricted unless necessary for the registration process. Shared Advisor shall not access restricted data and any attempt to access such data shall be considered a material breach of this Agreement, and subject to immediate termination of this Agreement by SJCC.
3. Sheldon ISD shall ensure that only Shared Advisor will access Student Information System or any other SJCC systems and utilize such access in compliance with this Agreement and all applicable laws and regulations related thereto. Sheldon ISD shall immediately report any unauthorized access, security concerns or potential security concerns and fully comply with all SJCC computer security policies and procedures.
4. Shared Advisor may be able to view financial information for SJCC students. Shared Advisor shall not utilize, copy, disseminate, or otherwise record any financial information viewed on the SJCC Student Information System.
5. Sheldon ISD acknowledges that Shared Advisor's SJCC Student Information System credentials shall be disabled immediately upon reassignment, resignation, or termination of this Agreement.
6. Shared Advisor's credentials to access SJCC Student Information System shall expire after ninety (90) days of inactivity.

7. Sheldon ISD is prohibited from downloading, printing, or locally storing SJCC Data outside of SJCC Student Information System. To the extent it is necessary for Sheldon ISD to temporarily retain SJCC Data, Sheldon ISD must obtain written approval from SJCC of the data retention methods utilized.

#### **IV. TERM AND TERMINATION**

1. This Agreement is effective as of the date of the last signature hereto and shall terminate June 30, 2027.
2. This Agreement may be terminated for convenience by either party upon thirty (30) days prior written notice to the other party.
3. This Agreement may be terminated by either Party in the event of a breach of this Agreement. A breach occurs when either Party fails to perform its obligations. In the event of a breach, the non-breaching Party shall provide the other Party with written notice of such breach setting forth the basis of its claim. The breaching Party shall have thirty (30) days from the receipt of the notice of breach to cure such breach.
4. In the event that the breach is incapable of cure, such as a disclosure of Confidential Information and/or SJCC Data in violation of this Agreement, the foregoing cure period shall not apply and SJCC may terminate the Agreement immediately upon written notice to Sheldon ISD and pursue all available legal, equitable, and contractual remedies. Upon termination of the Agreement or as otherwise requested by SJCC, Sheldon ISD shall return all SJCC Data/information (in a form acceptable to SJCC), or at SJCC's request Securely Destroy, all SJCC Data/information in Sheldon ISD or Shared Advisor's possession.
5. This Agreement may be terminated immediately upon written notice to Sheldon ISD by SJCC as set forth herein.
6. Upon termination or expiration of this Agreement, Sheldon ISD shall immediately cease providing services, including accessing or attempting to access SJCC Student Information System and all other SJCC systems.
7. Sheldon ISD shall submit written confirmation that all SJCC data has been Securely Destroyed and Shared Advisor shall no longer access or attempt to access SJCC Student Information System

#### **V. TRAINING AND COLLABORATION OBLIGATIONS**

1. As a condition precedent of receiving any access to SJCC Student Information System, Shared Advisor must complete mandatory training on system usage, security policies, and compliance with data privacy laws, including but not limited to the Family Education Rights and Privacy Act (“FERPA”). This training includes mandatory shadowing of dual credit Ed planners, guided practice and periodic training updates.
2. On an annual basis, the Shared Advisor will complete security and privacy training specific to SJCC Student Information System and SJCC’s policies and procedures.
3. All training shall be completed to the satisfaction of SJCC. Failure to comply with training obligations may serve as cause for SJCC to immediately terminate this Agreement.
4. The Parties agree to establish regular communication and attend all weekly trainings to discuss progress, challenges, and any adjustments needed in the access or registration process.

## VI. DATA PRIVACY

1. Shared Advisor will access and use SJCC Data only for the purpose of fulfilling its duties under this Agreement and will not share SJCC Data with or disclose it to any third-party without the prior written consent of SJCC, except as required by law.
2. Sheldon ISD will ensure that Shared Advisor has read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
3. FERPA: To the extent that Sheldon ISD has access to “education records” or “personally identifiable information” as those terms are defined in FERPA, Sheldon ISD shall maintain the confidentiality and security of that information as required of Sheldon ISD under FERPA and SJCC policies. These requirements apply whether the information is solely accessed on the SJCC Student Information System or printed in hard copy form. To the extent that Sheldon ISD may access, maintain, use, or disclose any FERPA-protected information, Sheldon ISD acknowledges that, for purposes of the Agreement, it will be designated as a school official with legitimate educational interests in such information. SJCC and Sheldon ISD expressly agree that: (1) the services/functions to be provided by Sheldon ISD are services/functions for which SJCC would otherwise use its own employees; (2) Sheldon ISD has been determined to meet the criteria set forth in SJCC's annual notification of FERPA rights for being a school official with a legitimate educational interest in such information; (3) Sheldon ISD is under SJCC's direct control with respect to its access to, maintenance of, use of, and disclosure of such information; and (4) Sheldon ISD will use such information only for purposes expressly authorized by SJCC in the Agreement and may not re-disclose such information to other parties, unless Sheldon ISD has specific authorization from SJCC to do so and it is otherwise permitted by FERPA. Sheldon ISD must ensure that Shared Advisor abides by and completes any training with

regard to SJCC's FERPA policies and procedures, which may be more restrictive than the law regarding FERPA, including but not limited to SJCC policy that information is not given to parents of any minor without the minor being present.

4. Upon expiration or termination of this Agreement, Sheldon ISD shall certify in writing that all SJCC Data has been destroyed.

## **VII. RIGHTS IN AND TO SJCC DATA**

The Parties agree that as between them, all rights in and to SJCC Data shall remain the sole and exclusive property of SJCC, and Sheldon ISD, specifically the Shared Advisor, has a limited right as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give Sheldon ISD any rights, implied or otherwise, to SJCC Data or content, except as expressly stated in the Agreement. SJCC retains direct control regarding the use and maintenance of SJCC Data at all times.

## **VIII. DATA SECURITY**

1. Shared Advisor, on behalf of Sheldon ISD, shall process SJCC Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards to secure such data from unauthorized access, disclosure, acquisition, alteration, and use. Such measures will be no less protective than those used to secure Sheldon ISD's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Sheldon ISD warrants that all electronic SJCC Data will be encrypted in transmission using Transport Layer Security (TLS) for all interfaces transmitting or receiving SJCC data (including all back-end communications and all web interfaces) and stored at no less than 128-bit level encryption. TLS 1.3 is required. SSL is no longer sufficient for adequate transmission security.
2. Sheldon ISD will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Agreement.
3. Sheldon ISD hereby represents, warrants, covenants, and agrees that Sheldon ISD will:
  - a. Immediately (but no later than 24 hours) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of SJCC Data, Sheldon ISD shall notify SJCC in writing of the event, fully investigate the incident, and cooperate fully with SJCC's investigation of and response to the incident. Such notice shall include severity of and the risks posed by such breach, isolation, activity or security issue, and recommended commercially reasonable corrective actions and means of mitigating risk. Except as otherwise required by law, Sheldon ISD shall not provide notice of the issue directly to individuals whose personal information was involved, regulatory agencies, or other entities, without prior written permission from SJCC.
  - b. Reasonably cooperate with all SJCC security investigations activities.

- c. Take immediate steps to limit and mitigate the damage of such Security Breach to the greatest extent possible and correct any identified security problems in a commercially reasonable manner within a jointly agreed upon timeframe.
  - d. Maintain control over resources it provides for or on behalf of SJCC as necessary to ensure compliance with this Agreement.
4. In addition to any other remedies available to SJCC under contract, law, or equity, Sheldon ISD shall assume full financial responsibility for any data breach or cyber security incident directly or indirectly caused by Sheldon ISD or its systems. Sheldon ISD will reimburse SJCC for reasonable costs incurred by SJCC in investigation and remediation of any Security Breach to the extent that such security breach is caused by Sheldon ISD, including but not limited to providing notification to individuals whose personal information was compromised and to regulatory agencies or other entities as required by law or contract, and the payment of legal fees, audit costs, fines, and other fees imposed against SJCC as a result of the security breach.
  5. Shared Advisor shall not, unless previously authorized in writing by an authorized representative at SJCC, share any passwords, credentials, or other access information with any other individual, including any Sheldon ISD employee.
  6. Any information printed in hard copy form from SJCC Student Information System must be maintained at the same level of confidentiality and/or security as the information within SJCC Student Information System.  
Sheldon ISD agrees that it maintains commercially reasonable policies and procedures with respect to contingency plans, recovery strategies, vital records protection, risk controls and recovery testing to ensure Sheldon ISD's continued performance under the Agreement.

## IX. CONFIDENTIALITY

“Confidential Information” is defined as any and all information relating to this Agreement (a) that is disclosed pursuant to this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled, or marked as confidential or its equivalent at the time of disclosure, or (b) that Recipient knows or should know to be confidential. This includes SJCC's Data or SJCC's students' data that Shared Advisor may hold, process or otherwise have access to. The terms “Discloser” and “Recipient” refer respectively to the party disclosing or receiving a specific item of Confidential Information. The parties agree that following a disclosure of Confidential Information by Discloser to Recipient, Recipient shall (i) protect Discloser's Confidential Information using the same degree of care it uses to protect its own confidential information of similar importance, but not less than reasonable care; (ii) restrict disclosure of Confidential Information to only those employees, agents or contractors on a need to know basis

for performance under this Agreement and who are bound by confidentiality terms substantially similar to this Agreement, (iii) use Confidential Information only for performance under this Agreement; and (iv) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information. All materials containing Confidential Information are and remain the Discloser's property, and upon written request the Recipient will promptly return them, and all copies of them.

#### **X. INSURANCE**

Sheldon ISD shall provide SJCC with proof of an acceptable Cyber Insurance policy providing coverage for both first party and third-party losses, in types and amounts appropriate for this Agreement and services.

#### **XI. NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to SJCC: **San Jacinto Community College**  
Attention: **Sonia Townsend**  
Address: 5800 Uvalde, Houston, TX 77049

If to Sheldon ISD: **Sheldon Independent School District**  
Attention: **Karen Gallow**  
Address: 11411 C.E. King Parkway, Houston, TX 77044

#### **XII. AUDIT RIGHTS**

At any time during the term of this Agreement and for a period of four (4) years thereafter, SJCC shall have the right, upon reasonable notice and during normal business hours, to audit, inspect, and review any and all records, documents, and materials maintained by Sheldon ISD that relate to the services performed under this Agreement. Such records shall include any documentation necessary to verify compliance with the terms of this Agreement and applicable laws.

#### **XIII. COMPLIANCE WITH LAWS AND POLICIES**

Sheldon ISD shall comply with all applicable federal, state, and local laws and regulations, including but not limited to applicable record retention laws. Sheldon ISD shall comply with all applicable SJCC board policies and relevant SJCC procedures.

#### **XIV. MISCELLANEOUS**

1. Current Funds: The Parties agree that their respective payment obligations under this Agreement shall be made from the current funds of the paying Party.

2. Amendments: This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties.
3. Injunctive Relief: The Parties agree that Sheldon ISD's disclosure or use (or threat to disclose or use) any SJCC Data in breach of this Agreement will cause immediate and irreparable harm to SJCC and SJCC shall be entitled to immediate injunctive relief against any actual or threatened violation, in addition to any of its other rights and remedies.
4. Independent Contractor: Shared Advisor shall perform the services described in this Agreement as an independent contractor of SJCC. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency between the Shared Advisor and SJCC. SJCC shall have no responsibility for withholding or remitting payroll taxes or any other taxes, contributions, or obligations related to the Shared Advisor. Sheldon ISD shall bear all responsibilities as the sole employer of Shared Advisor, including but not limited to payment of wages, benefits, payroll taxes, and compliance with applicable employment laws. Shared Advisor shall be solely employed by Sheldon ISD and shall not be considered an employee, agent, or representative of SJCC for any purpose. Shared Advisor is not entitled to, nor shall the Shared Advisor claim, any benefits provided by SJCC to its employees, including but not limited to health insurance, paid leave, or retirement benefits. Shared Advisor retains full control over the methods, means, and manner of performing the services under this Agreement and shall not be subject to the direct control or supervision of SJCC, except as necessary to ensure compliance with the terms of this Agreement.
5. Modification(s): This Agreement may not be amended except by a writing signed by authorized representatives of SJCC and Sheldon ISD.
6. Assignment: Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
7. Point of Contact: Sonia Townsend is the designated liaison at SJCC to handle day-to-day communication, troubleshooting, and any issues that may arise. She will provide oversight and periodic reporting of the services pursuant to this Agreement.

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**

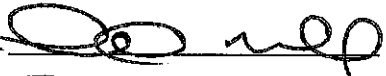
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SHELDON INDEPENDENT SCHOOL DISTRICT**

By:   
Name: Demetrius McCall  
Title: Superintendent  
Date: 10-20-25

**Action Item “XVI”**  
**Regular Board Meeting March 2, 2026**  
**Consideration of Authorization for the Execution of a Pipeline Easement and**  
**Right of Way Agreement at North Campus**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees consider authorizing the Board Chair to execute a Pipeline Easement and Right of Way Agreement with Targa Gulf Coast NGR Pipeline, LLC (“Targa”) to convey permanent easements and temporary workspace easements for pipeline operations at the North Campus.

**BACKGROUND**

In fall 2025, a representative of Targa approached the college administration, requesting to purchase a permanent 30-foot-wide pipeline and other associated easements along the northern property line of the North Campus. The proposed easement would run adjacent to a separate existing west-to-east pipeline easement on the site.

The proposed easement extends approximately 1,953 feet and includes 1.34 acres of permanent easement, 1.17 acres of temporary workspace, 0.47 acres of additional temporary workspace, a 60' × 25' surface site (0.03 acres), and an approximate 139-foot access easement (0.10 acres). Approximately half of the pipeline will be installed using horizontal directional drilling to reduce surface disturbance. The surface site would be located roughly 150 feet east of Uvalde Road, with a 30-foot-wide access route extending about 140 feet into the property. Targa also anticipates installing a CenterPoint electric service drop to support the surface equipment.

Targa has agreed to pay the College \$205,000 as compensation for all permanent and temporary easements. The amount of compensation has been verified to represent more than fair market value, as determined by an appraiser retained by the College.

**IMPACT OF THIS ACTION**

Approval of this action will result in the granting of permanent and temporary easements described above, along the northern property line of the North Campus, in addition to authorizing the payment of the agreed upon compensation to the College. The college administration has conducted a due diligence review to determine that the easements will not impact current or anticipated future College operations. Additionally, the College retained an appraiser to verify that the compensation to be paid by Targa represents more than fair market value.

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

The agreed purchase price for the easements from Targa is \$205,000.

**MONITORING AND REPORTING TIMELINE**

This transaction is expected to be finalized during the next 90 days. The subsequent pipeline installation work occurring at North Campus will be monitored by San Jacinto College capital projects staff.

**Action Item “XVI”**  
**Regular Board Meeting March 2, 2026**  
**Consideration of Authorization for the Execution of a Pipeline Easement and**  
**Right of Way Agreement at North Campus**

**ATTACHMENTS**

Attachment 1 – Image of North Campus Overall Property and Easement

Attachment 2 – Image of North Campus North Pipeline Easement Detail

Attachment 3 – Permanent Easement and Right of Way Agreement

**RESOURCE PERSONNEL**

Carin Hutchins

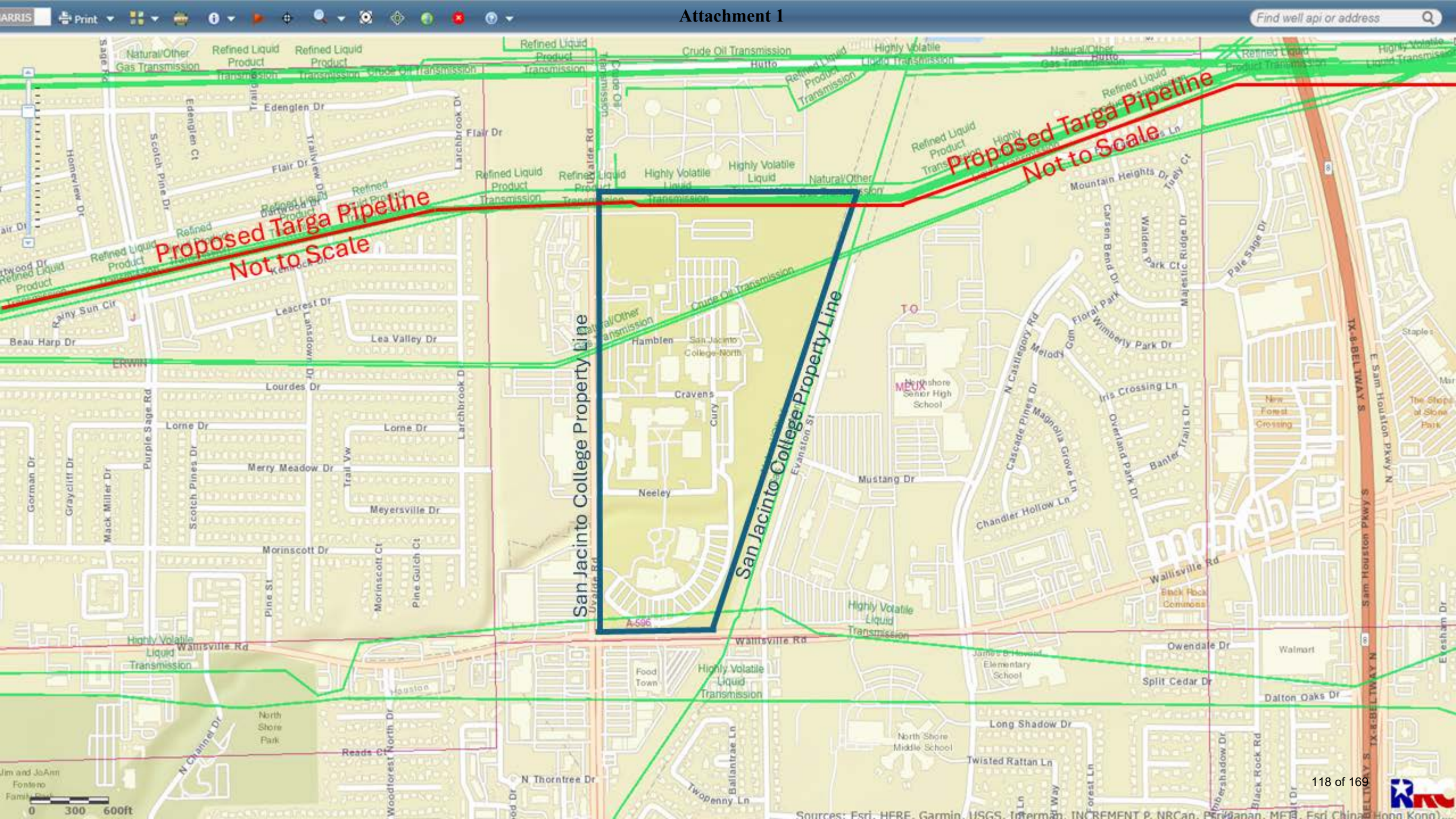
281-998-6306

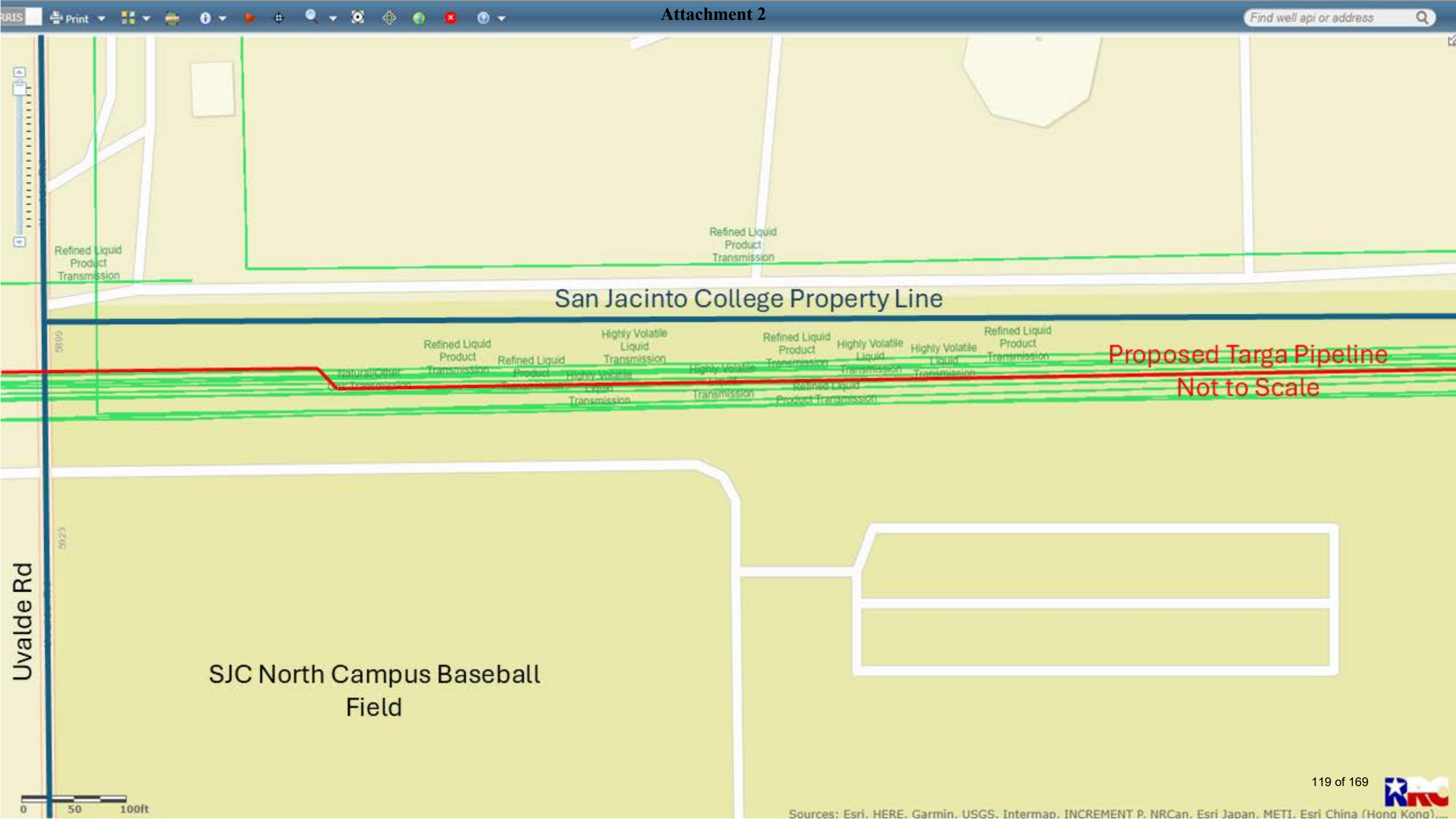
carin.hutchins@sjcd.edu

Bryan Jones

281-998-6343

bryan.jones@sjcd.edu



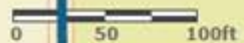


Proposed Targa Pipeline  
Not to Scale

San Jacinto College Property Line

SJC North Campus Baseball Field

Uvalde Rd





### Attachment 3

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, for the transportation of gas, oil, condensate, natural gas liquids and other fluids or substances including water, or any of them, and the products thereof, which may be transported by pipeline, together with above and below-ground appurtenances, including surface and aerial pipeline markers, cathodic protection equipment, valves and valve settings, drips, fittings, meters, pipe, conduits, tie-ins, generators, dew point control facilities, launching-receiving equipment, instrumentation, controls, communications equipment, rectifiers, anode ground beds, electrical facilities, communications facilities and towers, safety equipment, devices, and structures as may be necessary or desirable for the operation of the Pipeline, over, across, under and upon the Permanent Easement. Grantee shall only grant third-party access to the Easements for a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or the pipeline appurtenances installed under this Agreement. Except for the rights and uses conveyed by and described in this Agreement, Grantee may not use or exercise any right over Grantor's property without Grantor's express written consent.
2. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement and to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to the Pipeline. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Permanent Easement (and the Temporary Construction Easement, while in effect) and where the same intersect(s) any public road or public right-of-way or other easement to which Grantee has the right to access, and along any roads on Grantor's property, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.
3. Grantee shall use reasonable efforts to comply with all applicable governmental rules, regulations, and statutes regarding environmental requirements. The Pipeline constructed by Grantee pursuant to this Agreement shall be buried at the time of initial installation to a minimum depth of thirty-six (36") inches below the surface of the ground, including the bottom of ditches, except that the foregoing depth requirement may be reduced in the event of impenetrable rock features.
4. Prior to commencement of initial installation activities, Grantee shall provide at least ten (10) business days advance written notice to Grantor, along with proof of liability insurance covering all entities engaged in on-site activity in connection with the Easements. Grantee may satisfy this requirement with any combination of primary insurance, excess insurance, or self-insurance.
5. Grantee agrees that during initial construction, before cutting any existing fence that crosses the right of way, Grantee shall construct proper support on either side of the contemplated opening by suitable H-braces to prevent the remainder of the fence from sagging. Upon completion of initial construction operations, permanent fencing destroyed or disturbed by construction activities shall be replaced by Grantee in as good or better condition than existed before, at Grantee's sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee shall also be entitled, at its option, to install a permanent gate in lieu of replacing fencing removed during initial construction operations. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences securely closed and locked at all times, except when Grantee or its authorized personnel are actually passing through same.
6. Grantee agrees that, except for the Surface Site Easement, after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will, insofar as reasonably practicable, restore the surface to the condition it was in prior to the use of the Easements in a manner consistent with the purposes for which the Easements are being granted to and used by Grantee under this Agreement, except as the surface may be permanently modified by the use of the Easements.
7. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.
8. Grantee has the right to mow the Easements and to trim or cut down or eliminate trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs or other obstructions on the Easements (or Temporary Construction Easement, while in effect) which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline and appurtenant facilities.
9. Grantor may use the Easements (except the Surface Site Easement) for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements without the prior written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes

### Attachment 3

for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor is permitted, after review and approval by Grantee, to construct, install, reconstruct or maintain streets and roadways, and water, sewer, gas, electric, cable TV, telephone or other utility lines, at any angle of not less than forty five (45) degrees to Grantee's Pipeline, so long as they do not damage, destroy or alter the operation of the Pipeline and its appurtenant facilities and provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements, are met by Grantor. The use of the Easements by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Easements. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

10. Pipeline markers and cathodic protection test stations, if necessary for the operation of the Pipeline, as determined by Grantee in its sole discretion, may be, when possible, placed by Grantee at the junction of the Permanent Easement and fence lines, property lines, pipeline crossings, river or creek crossings, road crossings and at any other location required by applicable law, regulation or rule on Grantor's property, otherwise Grantee can install same where it deems necessary to maintain the Pipeline.

11. The Easements granted and used herein shall be deemed automatically abandoned and shall terminate if the Permanent Easement ceases to be used for the transportation of gas, oil, condensate, natural gas liquids, water, or any other fluids or substances, or any of them, and the products thereof, as authorized by this Agreement, for a period of twenty-five (25) consecutive years ("Cessation Period"). For purposes of this provision, "use" shall mean the actual, physical transportation through the Pipeline of one or more of the substances described above in the ordinary course of commercial operations and shall not include intermittent or nominal flow or the mere intent or ability to resume operations. The Cessation Period shall not include periods during which transportation operations are suspended solely as a result of (1) force majeure events beyond Grantee's reasonable control, (2) governmental orders, moratoria, or regulatory proceedings pending before the Railroad Commission of Texas or other governmental authority having jurisdiction, or (3) active, good-faith efforts to repair, replace, or reconfigure the Pipeline; provided, however, that such suspensions shall not extend the Cessation Period beyond twenty-five (25) years in the aggregate. Upon abandonment, Grantee shall, at Grantee's election and at Grantee's sole cost and expense, either (a) remove the Pipeline and all related facilities, including, but not limited to, Surface Easement Facilities from the Easements and restore the surface as nearly as practicable to its condition immediately prior to installation, or (b) abandon the Pipeline in place in compliance with all applicable federal, state, and local laws and regulations, including the requirements of the Railroad Commission of Texas. Abandonment under this Section shall occur without the necessity of any further act, notice, or declaration, and upon abandonment all easement rights granted under this Agreement shall immediately revert to Grantor.

12. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, any and all damages to the Grantor's remaining property, and for all reasonably anticipated damages to the surface of Grantor's lands within the Easements, including crop damages, arising from the initial construction and installation of the Pipeline and related facilities installed under this Agreement. The initial consideration does not cover any damages which may arise to growing crops, livestock, pasturage, fences, lands or buildings of Grantor located outside the Easements herein granted resulting from the exercise of the rights herein granted. The initial consideration also does not cover, and Grantor may recover, actual damages which may accrue to the Permanent Easement from time to time by reason of Grantee's operation, maintenance, repair, alteration and/or service of the Pipeline following completion of initial construction of the Pipeline. After initial construction of the Pipeline has been completed, Grantee shall not be liable for any damages in the future caused to trees, undergrowth, brush, structures, or any other obstructions within the Easements that Grantee must remove from the Easements. Grantee shall pay Grantor for any and all such reasonable damages as referenced and permitted in this paragraph promptly as they accrue, and Grantor agrees to execute a release, upon receipt of payment, for such damages as provided above.

13. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which this Agreement is being sought by Grantee.

14. Grantee, its successors and assigns shall defend, indemnify, and hold harmless Grantor and Grantor's heirs, successors, assigns, and tenants from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (1) Grantee's construction, installation, operation, inspection, repair, maintenance, replacement, use, or removal of the Pipeline and related facilities; (2) any release, discharge, leakage, or escape of gas, liquids, or other substances from the Pipeline which is caused by Grantee; (3) Grantee's entry upon the Easements area or adjacent property; or (4) any negligence, gross negligence, or willful misconduct of Grantee, its contractors, subcontractors, agents, or employees, except to the extent caused by the negligent acts of Grantor, or its servants, agents or invitees. This indemnity obligation shall survive termination or abandonment of the Easements for any claim accruing to deemed to accrue while same are in effect.

15. Grantee, its successors and assigns shall be solely responsible and liable for, and shall defend, indemnify, and hold harmless Grantor and Grantor's heirs, successors, assigns, and tenants from and against any and all claims,

**Attachment 3**

demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees, expert fees, court costs, investigation costs, and remediation costs) arising out of or related to: (a) the release, discharge, spill, emission, migration, seepage, leakage, or escape of any hazardous substances, pollutants, contaminants, petroleum, hydrocarbons, or regulated materials (collectively, “Hazardous Materials”) from the Pipeline or Grantee’s facilities; (b) Grantee’s violation of Environmental Laws, including federal, state, or local statutes, regulations, rules, permits, or orders (including, without limitation, the Clean Water Act, Clean Air Act, RCRA, CERCLA, and Texas environmental statutes); (c) any required investigation, monitoring, cleanup, remediation, restoration, removal, or corrective action of soil, groundwater, surface water, or other natural resources to the extent caused by Grantee; and (d) any regulatory action, administrative proceeding, or third-party claim related to the foregoing; all of the above (a) through (d) shall apply except to the extent caused by the negligent acts of Grantor, or its servants, agents or invitees. Grantee’s obligations under this Section shall not be limited by insurance coverage, shall survive termination or abandonment of this Easement (to the extent such claims accrue or are deemed to accrue while same are in effect).

16. All terms, conditions and provisions hereof, shall be binding upon the heirs, personal representatives, successors, and assigns of Grantor and Grantee. Grantee shall have the right to transfer, assign, lease, pledge and mortgage the rights granted pursuant to this Agreement, in whole or in part, to one or more assignees. Subject to the abandonment provisions herein, the Easements shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned warrant they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this Agreement. Grantor hereby binds himself, Grantors heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described Easements and rights, unto the said Grantee, and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

17. This Agreement shall be interpreted in accordance with the laws of Texas and all applicable federal laws. Mandatory venue for any action shall lie in the state or federal courts of Harris County, Texas.

18. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart and their respective heirs, representatives, successors and assigns, regardless of whether it is executed by all parties named herein.

19. Grantee shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. If Grantee should make a complete assignment of its rights hereunder (excluding an assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses), Grantee will provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property; provided however, that such notice shall not have any effect on the validity or legal effect on the assignment.

20. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor’s execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

At Grantee’s sole discretion, it may replace **Exhibits “A” and “B”** with a more definitive description and drawing, respectively, of the Easements and record the same in the County Clerk’s Office, provided the locations or sizes of the Easements are not modified. The Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument executed by Grantee or its successors and assigns or abandoned pursuant to the terms herein.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Attachment 3**

**ACKNOWLEDGEMENT**

**STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he / she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**PLEASE RETURN RECORDED ORIGINAL TO:**  
**Targa Gulf Coast NGL Pipeline LLC**  
**Attn: Land Department**  
**811 Louisiana, Suite 2100**  
**Houston, Texas 77002**

Targa Gulf Coast NGL Pipeline LLC  
Mont Belvieu to Galena Park  
Tract No.: TX-HA-095.000  
Harris County, Texas

**EXHIBIT "A" (1)**

**CENTERLINE DESCRIPTION OF A (30-FEET WIDE) PERMANENT ACCESS EASEMENT AND  
A METES AND BOUNDS DESCRIPTION OF A PROPOSED 0.03 ACRE SURFACE SITE,  
30 FEET WIDE EASEMENT  
ACROSS SAN JACINTO JUNIOR COLLEGE DISTRICT**

Centerline description of a (thirty (30) feet wide) permanent access easement, hereinafter referred to as **PARCEL I**, and a metes and bounds description of a proposed 0.03 acre surface site, hereinafter referred to as **PARCEL II**, extending over, through, along and across the residue of a called 104.340 acre tract of land, Tract II, as recorded under County Clerk's File Number (C.C.F.N.) D309156 in the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.T.), said thirty (30) feet wide permanent access easement (**PARCEL I**) being situated fifteen (15) feet on each side of the herein described centerline, said centerline being more fully described as follows:

Bearings, distances, and coordinates shown herein are based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), North American Datum of 1983 (NAD 83), U.S. Survey Feet, as derived from a Global Positioning System (GPS) survey performed by PERC Engineering LLC. in June of 2025.

**PARCEL I**

Centerline description of a (thirty (30) feet wide) permanent access easement is as follows:

**BEGINNING** at a point in the West line of said residue of a called 104.340 acre tract, same being the East line of Uvalde Road (100 feet wide), said **POINT OF BEGINNING** being South 02°22'38" East, a distance of 35.26 feet from a 1-inch iron rod found at the Northwest corner of said residue of a called 104.340 acre tract, said **POINT OF BEGINNING** having coordinates of N=13,863,647.96, E=3,178,906.66;

THENCE, North 87°11'57" West, a distance of 139.47 feet to the **POINT OF TERMINATION** of said herein described centerline, said **POINT OF TERMINATION** being South 85°54'38" West, a distance of 1,822.76 feet from a point at the Northeast corner of said residue of a called 104.340 acre tract, from said point a found 4-inch metal fence corner post bears North 87°01'54" East, a distance of 2.44 feet, said **POINT OF TERMINATION** having coordinates of N=13,863,654.78, E=3,179,045.97.

**PARCEL I**

Total Acres: 0.10  
Total Feet: 139.47'  
Total Rods: 8.45

**PARCEL II**

Metes and bounds description of a proposed 0.03 acre surface site is as follows:

**BEGINNING** at a point in the West line of the herein described proposed surface site at the intersection of the above described **POINT OF TERMINATION** of the centerline of said (thirty (30) feet wide) access easement, said **POINT OF BEGINNING** having coordinates of N=13,863,654.78, E=3,179,045.97;

THENCE, North 02°48'03" West, a distance of 18.60 feet to a point for the Northwest corner of said herein described proposed surface site;

THENCE, North 87°11'57" East, a distance of 60.00 feet to a point for the Northeast corner of said herein described proposed surface site;

THENCE, South 02°48'03" East, a distance of 25.00 feet to a point for the Southeast corner of said herein described proposed surface site;

THENCE, South 87°11'57" West, a distance of 60.00 feet to a point for the Southwest corner of said herein described proposed surface site;

THENCE, North 02°48'03" West, a distance of 6.40 feet to the **POINT OF BEGINNING** and containing 0.03 acre of land, more or less.

August 25, 2025

Targa Gulf Coast NGL Pipeline LLC  
Mont Belvieu to Galena Park  
Tract No.: TX-HA-095.000  
Harris County, Texas

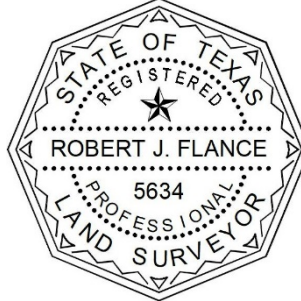
**Parcel II**  
**Surface Site**  
Total Acres: 0.03

This description is provided with an accompanying plat drawing attached hereto.

*Robert J. Flance*

Robert J. Flance  
Registered Professional Land Surveyor  
Texas Registration No. 5634

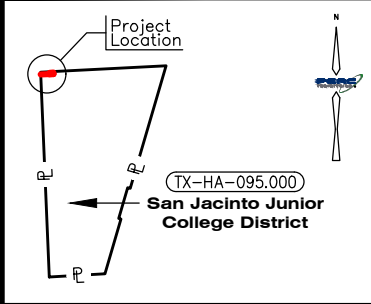
PERC Engineering LLC.  
2830 North FM 565 Suite 300 Mont Belvieu, TX 77523  
Texas Registration Number 10194323  
(281) 506-2176



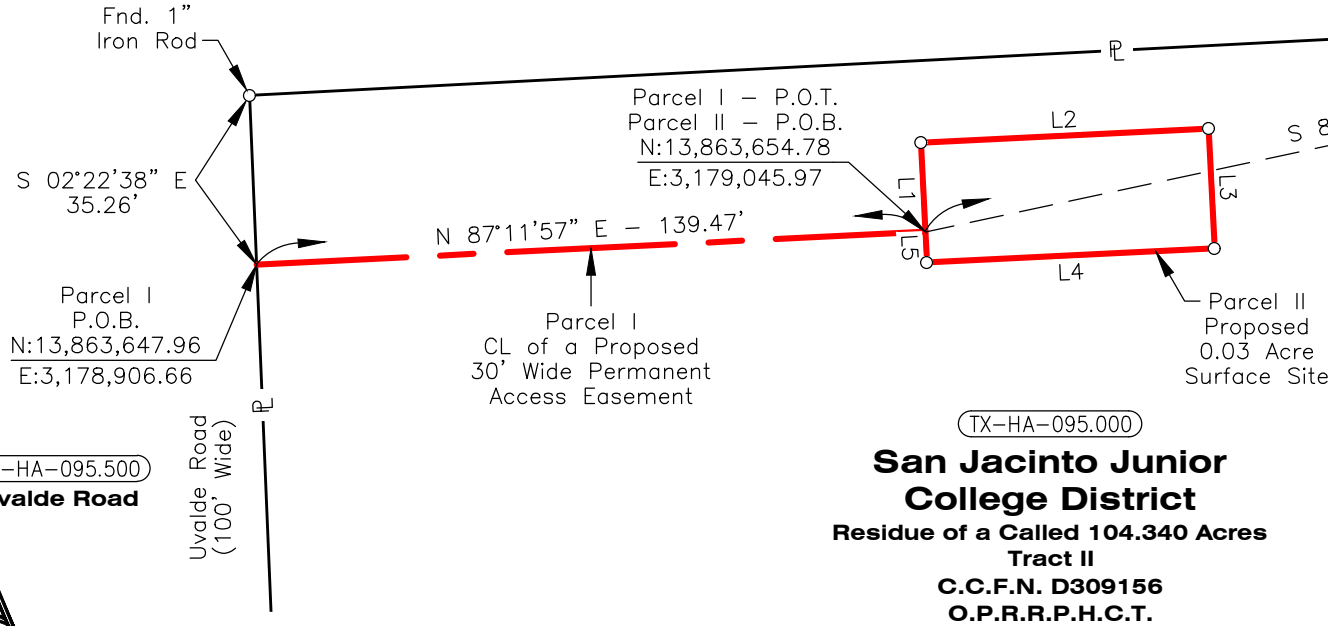
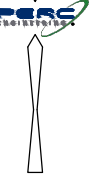
*08/25/2025*

# HARRIS COUNTY, TEXAS

## THOMAS O. MEUX SURVEY, A-596



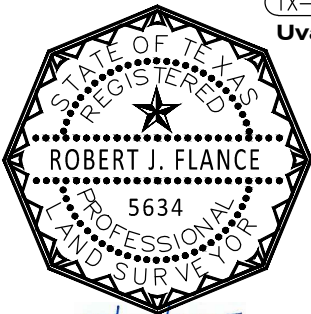
Point  
Fnd. 4" Metal Fence  
Corner Post Bears  
N 87°01'54" E - 2.44'



TX-HA-094.100  
**West Canal**  
City of Houston

BEARING CHART		
No.	BEARING	LENGTH
L1	N 02°48'03" W	18.60'
L2	N 87°11'57" E	60.00'
L3	S 02°48'03" E	25.00'
L4	S 87°11'57" W	60.00'
L5	N 02°48'03" W	6.40'

TX-HA-095.000  
**San Jacinto Junior College District**  
Residue of a Called 104.340 Acres Tract II  
C.C.F.N. D309156  
O.P.R.R.P.H.C.T.



TX-HA-095.500  
**Uvalde Road**

--- PARCEL I  
0.10 ACRES  
TOTAL FEET: 139.47'  
TOTAL RODS: 8.45

□ VALVE SITE  
0.03 ACRES



**EXHIBIT "B"**

- NOTES:
- 1) Ownership information for this exhibit was furnished by representatives of the client and is not warranted by the surveyor.
  - 2) All bearings, distances and coordinates contained herein are grid based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), North American Datum of 1983 (NAD 83), U.S. Survey Feet as derived from a GPS survey performed by PERC Engineering LLC. in June 2025.
  - 3) This plat is provided with an accompanying description labeled "Exhibit A" and attached hereto.
  - 4) This survey was performed for the specific purpose of establishing a surface for an easement acquisition.

State of Texas  
County of Harris

I, Robert J. Flance, do hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of the survey.

*Robert J. Flance*  
Robert J. Flance  
Registered Professional Land Surveyor  
Texas Registration No. 5634

LEGEND	
ℙ	Property Line
ℙ	Survey Line
CL	Centerline
PP	Power Pole
Fnd.	Found
P.O.E.	Point of Exit
P.O.B.	Point of Beginning
P.O.T.	Point of Termination
F.C.N.	Firm Code Number
C.C.F.N.	County Clerk's File Number
D.R.H.C.T.	Deed Records of Harris County, Texas
M.R.H.C.T.	Map Records of Harris County, Texas
O.P.R.R.P.H.C.T.	Official Public Records of Real Property of Harris County, Texas

Firm No. 10194323  
2830 North FM 565  
Suite 300  
Mont Belvieu, TX 77523  
(281) 506-2176

REV	DWN	CHKD	DATE	SCALE: 1" = 40'	DATE
				DWN BY: SAT	08/25
				CHKD BY: IZB	08/25
				FINAL CK: PERC	08/25
				ENGR.:	
				APPRV:	
				PLANT NAME	
A	WAS	PERC	08/25		
PREPARED BY: PERC ENGINEERING LLC				PROJECT NUMBER: 4475	

TARGA GULF COAST NGL PIPELINE LLC  
PROPOSED 30' WIDE PERMANENT ACCESS EASEMENT AND A PROPOSED 0.03 ACRES SURFACE SITE  
ACROSS SAN JACINTO JUNIOR COLLEGE DISTRICT  
HARRIS COUNTY, TEXAS

DRAWING NUMBER	TX-HA-095.000
CAD FILE NAME	TX-HA-095.000_SJUCD_MLV5_A
REVISION	A

8/25/2025 8:01 AM RobFlance TX-HA-095.000\_SJUCD\_MLV5\_A 1"=40'

August 25, 2025

Targa Gulf Coast NGL Pipeline LLC  
Mont Belvieu to Galena Park  
Tract No.: TX-HA-095.000  
Harris County, Texas

EXHIBIT "A" (2)

**CENTERLINE DESCRIPTION OF A  
30 FEET WIDE EASEMENT  
ACROSS SAN JACINTO JUNIOR COLLEGE DISTRICT**

Centerline description of a thirty (30) feet wide easement extending over, through, along and across the residue of a called 104.340 acre tract of land, Tract II, as recorded under County Clerk's File Number (C.C.F.N.) D309156 in the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.T.), said residue of a called 104.340 acre tract being situated in the Thomas O. Meux Survey, Abstract No. 596, Harris County, Texas, said thirty (30) feet wide easement being situated fifteen (15) feet on each side of the herein described centerline, the sidelines of said easement being lengthened or shortened to intersect the boundaries of said residue of a called 104.340 acre tract, said centerline being more fully described as follows:

Bearings, distances, and coordinates shown herein are based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), North American Datum of 1983 (NAD 83), U.S. Survey Feet, as derived from a Global Positioning System (GPS) survey performed by PERC Engineering LLC. in June of 2025.

**BEGINNING** at a point in the East line of said residue of a called 104.340 acre tract, same being the West line of West Canal of the City of Houston, said **POINT OF BEGINNING** being South 16°20'31" West, a distance of 89.35 feet from a point at the Northeast corner of said residue of a called 104.340 acre tract, from said point a found 4-inch metal fence corner post bears North 87°01'54" East, a distance of 2.44 feet, said **POINT OF BEGINNING** having coordinates of N=13,863,699.02, E=3,180,838.95;

THENCE, South 87°04'03" West, a distance of 856.55 feet to a point;

THENCE, South 86°57'43" West, a distance of 787.81 feet to a point;

THENCE, North 47°48'03" West, a distance of 68.80 feet to a point;

THENCE, South 87°11'57" West, a distance of 239.47 feet to the **POINT OF TERMINATION** in a West line of said residue of a called 104.340 acre tract, same being the East line of Uvalde Road (100 feet wide), said **POINT OF TERMINATION** being South 02°22'38" East, a distance of 35.26 feet from a 1-inch iron rod found at the Northwest corner of said residue of a called 104.340 acre tract, said **POINT OF TERMINATION** having coordinates of N=13,863,647.96, E=3,178,906.66.

**Permanent Easement:**

Total Acres: 1.34  
Total Feet: 1,952.63'  
Total Rods: 118.34

**Temporary Work Space:**

Total Acres: 1.17

**Additional Temporary Work Space:**

Total Acres: 0.47

This description is provided with an accompanying plat drawing attached hereto.

*Robert J. Flance*

Robert J. Flance  
Registered Professional Land Surveyor  
Texas Registration No. 5634

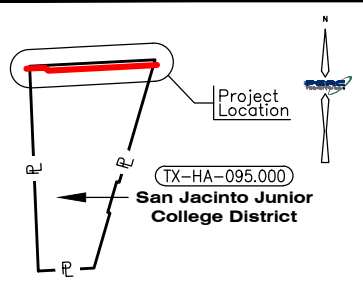
PERC Engineering LLC.  
2830 North FM 565 Suite 300 Mont Belvieu, TX 77523  
Texas Registration Number 10194323  
(281) 506-2176



08/25/2025

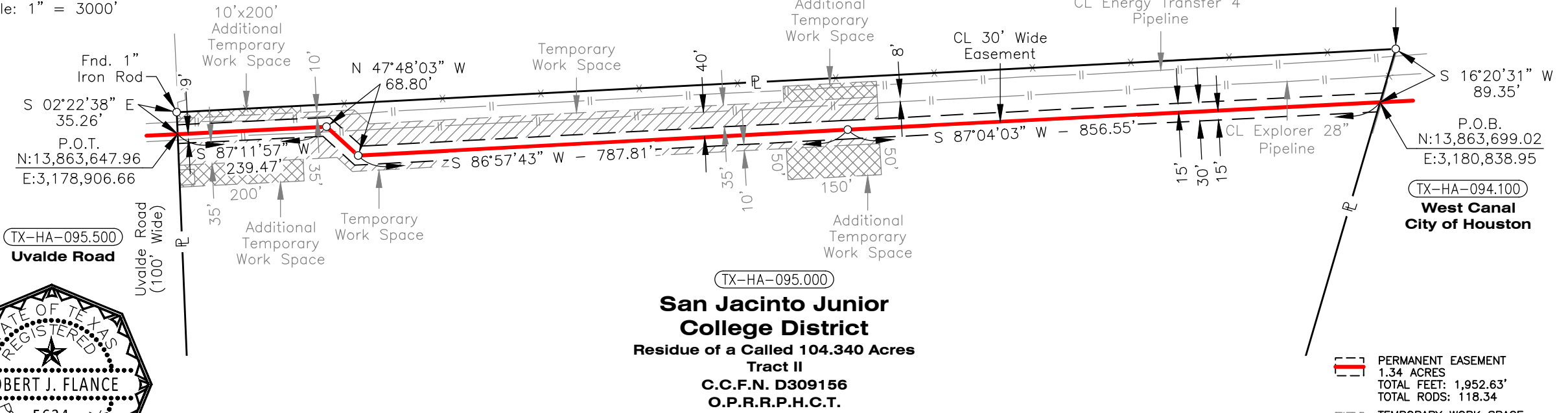
# HARRIS COUNTY, TEXAS

## THOMAS O. MEUX SURVEY, A-596



**LOCATION MAP**

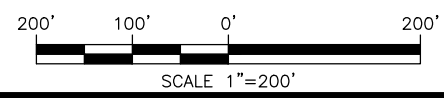
Scale: 1" = 3000'



TX-HA-095.000  
**San Jacinto Junior College District**  
 Residue of a Called 104.340 Acres  
 Tract II  
 C.C.F.N. D309156  
 O.P.R.R.P.H.C.T.



**NOTES:**  
 1) Ownership information for this exhibit was furnished by representatives of the client and is not warranted by the surveyor.  
 2) All bearings, distances and coordinates contained herein are grid based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), North American Datum of 1983 (NAD 83), U.S. Survey Feet as derived from a GPS survey performed by PERC Engineering LLC. in June 2025.  
 3) This plat is provided with an accompanying description labeled "Exhibit A" and attached hereto.  
 4) This survey was performed for the specific purpose of establishing a surface for an easement acquisition.



- PERMANENT EASEMENT  
1.34 ACRES  
TOTAL FEET: 1,952.63'  
TOTAL RODS: 118.34
- TEMPORARY WORK SPACE  
1.17 ACRES
- ADDITIONAL TEMPORARY WORK SPACE  
0.47 ACRES

**EXHIBIT "B"**

State of Texas  
 County of Harris

I, Robert J. Flance, do hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of the survey.

*Robert J. Flance*  
 Robert J. Flance  
 Registered Professional Land Surveyor  
 Texas Registration No. 5634

LEGEND	
PL	Property Line
SL	Survey Line
CL	Centerline
PP	Power Pole
Fnd.	Found
P.O.E.	Point of Exit
P.O.B.	Point of Beginning
P.O.T.	Point of Termination
F.C.N.	Firm Code Number
C.C.F.N.	County Clerk's File Number
D.R.H.C.T.	Deed Records of Harris County, Texas
M.R.H.C.T.	Map Records of Harris County, Texas
O.P.R.R.P.H.C.T.	Official Public Records of Real Property of Harris County, Texas

Firm No. 10194323  
 2830 North FM 565  
 Suite 300  
 Mont Belvieu, TX 77523  
 (281) 506-2176

REV	DWN	CHKD	DATE	SCALE: 1" = 200'	DATE
				DWN BY: SAT	06/25
				CHKD BY: IZB	06/25
				FINAL CK: PERC	06/25
				ENGR.:	
				APPRV:	
				PLANT NAME	
B	WAS	PERC	08/25		
A	JG	PERC	06/25		
PREPARED BY: PERC ENGINEERING LLC				PROJECT NUMBER: 4475	

TARGA GULF COAST NGL PIPELINE LLC  
 30' WIDE EASEMENT  
 ACROSS SAN JACINTO JUNIOR COLLEGE DISTRICT  
 HARRIS COUNTY, TEXAS

DRAWING NUMBER	TX-HA-095.000
CAD FILE NAME	TX-HA-095.000_SJUCD_B
REVISION	B








8/25/2025 7:40 AM RobFlance TX-HA-095.000\_SJUCD\_B 1"=200'

# San Jacinto Junior College District

Harris County, Texas

Attachment 3 Exhibit B

## Legend

-  Conventional Pipeline Construction
-  HDD Pipeline Installation
-  Permanent Access Road
-  Proposed 30' Easement Boundary
-  SJJC Property Boundary
-  Surface Site
-  Temporary Workspace

SJJC SURFACE SITE & ACCESS ROAD

CONVENTIONAL (OPEN DITCH) INSTALLATION

HDD INSTALLATION

Uvalde Rd

West Canal

Vocational Building - Auto Body/Diesel

Hamblen Drive

Hamblen Drive

Maintenance Building

Google Earth

Image Landsat / Copernicus

900 ft



**Action Item “XVII”  
Regular Board Meeting March 2, 2026  
Consideration of Approval to Use Future Capital Projects Funds**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the use of Future Capital Projects Funds for two projects: 1) Ellucian Banner SaaS Implementation (\$6.5 million), and 2) Communications System Modernization (\$1.35 million).

**BACKGROUND**

At the January 30, 2026, Board Retreat, Rob Stanicic, Vice Chancellor, Technology Initiatives reviewed the two critical technology projects summarized below which are time sensitive and needed to maintain and enhance college operations.

The first project, Ellucian Banner SaaS Implementation, entails the College migrating from Banner Managed Services to Banner SaaS, delivering an enhanced digital experience for students and employees with new capabilities including efficient automations and forms, productivity-enhancing artificial intelligence (AI), and unprecedented access to data. This project is expected to span three and a half years at an estimated cost of \$6.5 million.

The second project, Communications System Modernization, will replace the College’s current voice over internet protocol (VoIP) phone and contact center systems with next-generation data-rich cloud platform for voice, video conferencing, and interactive AI voice response and skills-based call routing. This project is expected to be completed within a year and will cost an estimated \$1.35 million.

The Board expressed support in moving forward with these projects and using Future Capital Projects Funds to cover the estimated costs.

**IMPACT OF THIS ACTION**

Approval of this request will set aside the funds needed for each of these projects and allow staff to proceed as appropriate. Attached is a summary of the Future Capital Projects Fund and its remaining balance of approximately \$7.2 million once the transfers to the individual projects are complete.

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

The Future Capital Projects Fund was created with an initial transfer of unrestricted cash in January 2023. Additions have been made each year and the Board approved allocating \$2.45 million for sports fields upgrades resulting in net available funds of approximately \$15.0 million prior to the total recommended transfers of \$7.85 million.

**MONITORING AND REPORTING TIMELINE**

Periodic project updates will be provided by the information technology services department who is managing these projects. In addition, the financial status of these projects will be reported monthly in the capital improvement program reports.

**Action Item “XVII”**  
**Regular Board Meeting March 2, 2026**  
**Consideration of Approval to Use Future Capital Projects Funds**

**ATTACHMENTS**

Attachment 1 – Future Capital Projects – Summary of Net Available Funds

**RESOURCE PERSONNEL**

Carin Hutchins	281-998-6306	carin.hutchins@sjcd.edu
Rob Stanicic	281-998-6137	rob.stanicic@sjcd.edu

**Future Capital Projects  
Summary of Net Available Funds**

Designation of Unrestricted Cash 1/30/23	\$5,000,000
Designation of Unrestricted Cash 1/29/24	5,000,000
Budgeted Transfer FY2024 for Deferred Maintenance	1,000,000
Budgeted Transfer FY2025 for Deferred Maintenance	1,000,000
Budgeted Transfer FY2026 for Deferred Maintenance	1,000,000
Transfer from Chancellor	50,000
Designation of Unrestricted Cash 2/2/26	3,000,000
Interest Earnings thru January 31, 2026	1,419,683
Total	<u>17,469,683</u>
Sports Fields Upgrades (previously approved)	(2,450,000)
Net Available Funds	<u>15,019,683</u>
Ellucian SaaS (one-time costs)	(6,500,000)
Communication System Modernization (one-time costs)	<u>(1,350,000)</u>
Net Available for Future Deferred Maintenance/Capital Renewal Projects	<u><u>\$7,169,683</u></u>

**Action Item “XVIII”  
Regular Board Meeting March 2, 2026  
Consideration of Approval of Allocation of Capital Project Funds**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve an allocation from the 2015 Bond Contingency to fund deferred maintenance.

**BACKGROUND**

In December 2020, the Board approved the initial allocation of 2015 Bond Contingency funds toward a package of deferred maintenance projects. Through January 31, 2026, \$46.8 million of bond contingency has been allocated in multiple tranches toward specific deferred maintenance projects. Such projects typically extend the life of the College’s physical assets and/or improve the quality of those assets.

The current request is for replacement of the air handlers on the south side of the Central Campus Slocomb Fine Arts Building (C13).

**IMPACT OF THIS ACTION**

Approval of this budget allocation will allow College staff to replace three rooftop air handlers with one larger unit in an inside mechanical room. Moving the units indoors will triple the anticipated service life of the replacement equipment.

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

The cost of this project is not expected to exceed \$612,000. Upon approval, funding will be allocated from the Contingency to the Deferred Maintenance line of the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

This request was discussed with and supported by the Board’s Building Committee. Capital projects staff provide on-going management and monitoring of construction activities, which are included in monthly financial reports to the Board of Trustees and periodic reports to the Board Building Committee. The project is expected to be complete during Calendar Year 2026.

**ATTACHMENTS**

Attachment 1 – Allocation of Capital Project Funds

**RESOURCE PERSONNEL**

Carin Hutchins	281-998-6306	carin.hutchins@sjcd.edu
Chuck Smith	281-998-6341	charles.smith@sjcd.edu

## Attachment 1 – Allocation of Capital Project Funds

<u>Item</u>	<u>2015 Bond Contingency</u>
Beginning Balance	\$8,469,085
C13 South Air Handler Units Replacement	<u>(612,000)</u>
Ending Balance	<u>\$7,857,085</u>

**Action Item “XIX”**  
**Regular Board Meeting March 2, 2026**  
**Consideration for Establishing Governmental Excess Benefit**  
**Arrangement under Internal Revenue Code Section 415(m)**

**ADMINISTRATION RECOMMENDATION/REPORT**

The Administration recommends that the Board of Trustees approve the establishment of a governmental excess benefit arrangement under Internal Revenue Code Section 415(m) and Texas Government Code Section 830.004(c).

Furthermore, the Administration recommends that the Board authorize the College’s designated Plan Administrator to develop, execute, and implement all necessary plan documents and administrative agreements required to establish and maintain the arrangement in compliance with applicable federal and state regulations.

**BACKGROUND**

Federal tax law places limits on the amount of retirement benefits that may be provided through qualified retirement plans. In certain cases, these federal limitations may restrict the full delivery of retirement benefits otherwise available under an institution’s retirement programs.

Internal Revenue Code Section 415(m) permits governmental employers to establish a governmental excess benefit arrangement for the limited purpose of providing retirement benefits that exceed federal benefit limitations applicable to qualified retirement plans.

Texas Government Code Section 830.004(c) authorizes institutions of higher education to establish such arrangements to provide eligible participants with the portion of retirement benefits that would otherwise be payable except for federal benefit limitations.

**IMPACT OF THIS ACTION**

Approval of this action authorizes the establishment of a governmental excess benefit arrangement, a retirement plan under Internal Revenue Code Section 415(m), consistent with applicable federal and state law and authorizes the Administration to implement and administer the arrangement in accordance with governing regulations and plan terms.

This action establishes plan authority and administrative structure only. Participation, if applicable, will be determined in accordance with plan eligibility provisions, applicable law, and administrative procedures.

Establishing this arrangement supports the College’s ability to maintain competitive and compliant total rewards structures and ensures continuity of retirement benefit design in situations where federal benefit limitations may apply.

**BUDGET INFORMATION**

There is no fiscal impact associated with this arrangement. This provides eligible participants with the portion of retirement benefits that would otherwise be payable except for federal benefit

**Action Item “XIX”  
Regular Board Meeting March 2, 2026  
Consideration for Establishing Governmental Excess Benefit  
Arrangement under Internal Revenue Code Section 415(m)**

limitations imposed by Section 415 of the Internal Revenue Code of 1986 (26 U.S.C. Section 415).

**MONITORING AND REPORTING TIMELINE**

The Administration will monitor the arrangement to ensure ongoing compliance with federal and state requirements, plan document provisions, and applicable reporting standards.

Periodic reviews will be conducted in coordination with plan administrators and legal counsel to ensure continued regulatory compliance and alignment with institutional compensation and benefits strategies.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Sandra Ramirez                      281-991-2648                      [sandra.ramirez@sjcd.edu](mailto:sandra.ramirez@sjcd.edu)

**SAN JACINTO COMMUNITY COLLEGE DISTRICT  
PURCHASE RECAP  
March 2, 2026**

<b>PURCHASE REQUESTS AND CONTRACT RENEWALS</b>		
<i>No.</i>	<i>Purchase Requests</i>	<i>Amounts</i>
#1	Consideration of Approval for DOE Gear Up Grant Subrecipient	\$ 549,203
#2	Consideration of Approval of Additional Funds for Medical Simulation Equipment	350,000
#3	Consideration of Approval of a Three-Year Contract for Virtual Cloud-Based Services	340,000
#4	Consideration of Approval of Additional Funds for Cybersecurity Software Licensing	325,000
#5	Consideration of Approval of a Three-Year Contract for Internet Service	315,000
#6	Consideration of Approval of Additional Funds for Fire Safety and Energy Management Systems, Products, and Services	200,000
#7	Consideration of Approval of Additional Funds for Wireless Service	60,000
#8	Consideration of Approval of Additional Funds for Water Chemical Treatment Services	100,000
<b>TOTAL OF PURCHASE REQUESTS</b>		<b><u>\$ 2,239,203</u></b>

**Consideration of Approval for Pass-Through of Funds to the GEAR UP Grant Subrecipient**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the pass-through of funds to Galena Park Independent School District (ISD) as a subrecipient of the U.S. Department of Education Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) grant.

**BACKGROUND**

In 2025, the College was awarded the U.S. Department of Education GEAR UP grant in which Galena Park ISD was designated as a subrecipient. Through the GEAR UP grant, the Galena Park ISD Student Success initiative provides a seven-year federally funded program serving a cohort of 1,500 students beginning in seventh grade. The goal of this program is to provide college readiness programming, academic advising, tutoring, dual-credit support, and family engagement services. This is consistent with the College's history of collaboration with Galena Park ISD through dual credit, early college, and student advising and support services.

Under Texas law, colleges may enter into an interlocal contract with other local governmental entities to perform governmental functions and services in accordance with Texas Government Code, Subchapter B, §791.011 and Texas Local Government Code, Chapter 271. Use of an interlocal contract between two or more such parties is one of the approved methods of procurement for the College in accordance with Texas Education Code §44.031(4). Therefore, the College shall negotiate an interlocal contract with Galena Park ISD for the GEAR UP grant.

**IMPACT OF THIS ACTION**

Approval of this request will allow Galena Park ISD to strengthen established services by formalizing a structured, research-based pathway designed to increase academic performance, improve high school graduation rates, and increase post-secondary enrollment and persistence for Galena Park ISD students. The initiative leverages the College's existing student support infrastructure, the Promise Scholarship program, and long-standing relationships with Galena Park schools and community partners to deliver sustained and measurable impact.

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

The total expenditure for this request is \$549,203 for the first year of this program beginning October 1, 2025, through September 30, 2026, and will be funded from the U.S. Department of Education GEAR UP grant. Final payments for invoices received from Galena Park ISD for the first year of the program will be made by January 31, 2027. Estimated expenditures for year two through seven of the grant range from a low of \$291,400 in year seven to a high of \$623,300 in year five. Approval of expenditures for each of these remaining years of the program will be requested within the annual agenda item for contract renewals and expenditures considered by the Board of Trustees each August, contingent upon final determination of the award amount.

**Consideration of Approval for Pass-Through of Funds to the GEAR UP Grant Subrecipient**

**MONITORING AND REPORTING TIMELINE**

As the fiscal agent, the College has ongoing monitoring responsibilities over the subrecipient to ensure funds are used for authorized purposes, performance goals are being achieved, compliance with federal regulations, and invoices are allowable and reasonable. In addition, due to the size of the GEAR UP grant, it will be included in the annual Single Audit by the College’s independent audit firm.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Alexander Okwonna	281-998-7315	alexander.okwonna@sjcd.edu
Sara Malloy	281-998-6393	sara.malloy@sjcd.edu
Patsy Laredo	281-998-6106	patsy.laredo@sjcd.edu

**Purchase Request #2**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval of Additional Funds for Medical Simulation Equipment**

## **ISADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve additional funds for the purchase of medical simulation equipment from Laerdal Medical Corporation for the College's nursing programs.

### **BACKGROUND**

The nursing programs utilize simulated scenarios for many courses to enhance the learning experience by modeling realism of the healthcare environment. Medical simulation equipment provides an environment that meets the rigor of realistic patient situations, while engaging students in decision-making of client care and critical thinking. These resources are integrated throughout the curriculum and are essential tools students use to demonstrate competency in foundational and advanced nursing skills. The reliability, durability, and educational effectiveness of medical simulation equipment have supported consistent instructional delivery and positive student learning outcomes.

More robust and updated simulation resources are required due to increased student enrollment, expanded use of simulation across courses, and evolving educational standards. Existing equipment is heavily utilized and, in some cases, is approaching the end of its functional lifespan, limiting availability and instructional flexibility. Nursing shortage reduction program grant funds are available to increase the quantity and update the quality of simulation and skills lab equipment to meet growing curricular demands. The nursing program administration recently completed the spending plan for the grant funds and planned purchases include, but are not limited to, updating high-fidelity manikins, mid-fidelity manikins, virtual reality simulation equipment, updated SimPad Plus units to operate the manikins, and simulated ventilation equipment.

Laerdal Medical Corporation has a contract through the BuyBoard cooperative contracts program to provide medical supplies and equipment, contract no. 704-23, and complies with the competitive procurement requirement in Texas Education Code §44.031 and is permitted through Texas Government Code §791.001(g).

### **IMPACT OF THIS ACTION**

This purchase of medical simulation equipment will strengthen student learning outcomes across laboratory and clinical coursework and provide students with hands-on, high-fidelity practice in assessing and managing complex medical conditions in a safe and controlled environment. Upgrading current resources allows the nursing programs the opportunity to enhance realism, reduce equipment shortages during lab sessions, and better support student competency development. This investment will reinforce simulation training, ensure alignment with curriculum needs, and support the preparation of practice-ready nursing graduates.

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

**Purchase Request #2**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval of Additional Funds for Medical Simulation Equipment**

In August 2025, the Board approved an expenditure of \$100,000 for lab equipment. This request will increase the approved amount by \$350,000 for a total expenditure of \$450,000. This expenditure will be primarily funded from the nursing shortage reduction program grant funds, and to a lesser extent the nursing department's 2025-2026 operating budget.

**MONITORING AND REPORTING TIMELINE**

Vendor performance and pricing are monitored throughout the contract period.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Rhonda Bell	281-542-2082	rhonda.bell@sjcd.edu
Kerri Hines	281-459-7174	kerri.hines@sjcd.edu
Patsy Laredo	281-998-6106	patsy.laredo@sjcd.edu

**Purchase Request #3**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval of a Three-Year Contract for Virtual Cloud-Based Services**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve a three-year contract for virtual cloud-based services utilizing VMware in the Cloud hosted on Amazon Web Services (VMC on AWS) from Howard Technology Solutions (Howard) for the information technology services (ITS) department.

**BACKGROUND**

VMC on AWS is a managed platform used to host multiple critical workloads (virtual servers) in a cloud-based environment offering the highest level of redundancies and minimal downtime. These services, originally procured through DELL Technologies, are due for renewal in May 2026. However, DELL Technologies no longer sells VMC on AWS, so a new contract is needed with Howard to continue these services.

Howard has a contract through The Interlocal Purchasing System (TIPS) cooperative contracts program to provide technology solutions products and services, contract #230105, which complies with the competitive procurement requirements per Texas Education Code §44.031 and is permitted through Texas Government Code §791.001(g).

**IMPACT OF THIS ACTION**

Approval of this request will allow the College to continue utilizing the online services for another three years. These services provide high availability of systems, enhance the business continuity capabilities of the institution, and deliver integration and familiarity with on-premises VMware platforms that are managed by the College's systems administration team.

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

The total expenditure for this request is \$770,832 for the three-year term beginning April 24, 2026, through April 23, 2029, and will be funded from the ITS department's 2025-2026 operating budget and subsequent year budgets.

**MONITORING AND REPORTING TIMELINE**

Vendor performance and pricing are monitored throughout the contract period.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Kyle Castillo	281-998-6382	kyle.castillo@sjcd.edu
Robert Aguilar	281-991-2653	robert.aguilar@sjcd.edu
Farrah Khalil	281-998-6326	farrah.khalil@sjcd.edu

**Purchase Request #4**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval of Additional Funds for Cybersecurity Software Licensing**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve additional funds for the purchase of cybersecurity software licensing utilizing Malwarebytes from Howard Technology Solutions (Howard) for the information technology services (ITS) department.

**BACKGROUND**

Malwarebytes provides real-time antivirus, advanced anti-malware, and privacy protection for workstations and servers. For over a decade, the College has increasingly used Malwarebytes products. Additional funds are being requested to move to a higher tier of service that provides 24x7x365 managed threat monitoring, investigation, and remediation.

Howard has a contract through The Interlocal Purchasing System (TIPS) cooperative contracts program to provide technology solutions products and services, contract #230105, which complies with the competitive procurement requirements per Texas Education Code §44.031 and is permitted through Texas Government Code §791.001(g).

**IMPACT OF THIS ACTION**

Approving this request for additional spend will allow the College to move to a higher tier of service, allowing around the clock managed threat detection and response. This is needed to increase our security posture and protect the College from potential security vulnerabilities on endpoint systems.

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

In August 2025, the Board approved an expenditure of \$325,000 for software licensing from Howard. This request will increase the approved amount by \$165,000 for a total expenditure of \$490,000, for the one-year term of March 19, 2026, through March 18, 2027. This expenditure will be funded from the ITS department's 2025-2026 operating budget and subsequent year's budget.

**MONITORING AND REPORTING TIMELINE**

Vendor performance and pricing are monitored throughout the contract period.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Kyle Castillo	281-998-6382	kyle.castillo@sjcd.edu
Farrah Khalil	281-998-6326	farrah.khalil@sjcd.edu

**Purchase Request #5**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval of a Three-Year Contract for Internet Service**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve a three-year contract for internet service from Comcast Business for the College.

**BACKGROUND**

Internet service is used and required throughout the College for instruction, research, and business operations. This service provides the necessary access to all cloud applications and is critical for maintaining business continuity and the delivery of instructional content.

Comcast Business has a contract through the Texas Department of Information (DIR) cooperative contracts program to provide internet service, contract DIR-TELE-CTSA-010, which complies with the competitive procurement requirement in Texas Education Code §44.031 and is permitted through Texas Government Code §791.001(g).

**IMPACT OF THIS ACTION**

Approval of this request will ensure continued, reliable internet service for the College while reducing the overall cost of connectivity by \$39,252 annually. In addition to lowering recurring expenses, this approval supports ongoing efforts to optimize network efficiency and fiscal responsibility.

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

The total expenditure for this request is \$315,000, for the three-year term of April 18, 2026, through April 17, 2029, and will be funded from the information technology services department's 2025-2026 operating budget and subsequent year budgets.

**MONITORING AND REPORTING TIMELINE**

Vendor performance and pricing are monitored throughout the contract period.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Allen Bourque	281-922-3494	allen.bourque@sjcd.edu
Farrah Khalil	281-998-6326	farrah.khalil@sjcd.edu

**Purchase Request #6**  
**Regular Board Meeting March 2, 2026**  
**Consideration of Approval of Additional Funds for Fire Safety and**  
**Energy Management Systems, Products, and Services**

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve additional funds for the maintenance of fire safety and energy management systems, products, and services from Johnson Controls, Inc. (JCI) for the energy management and facilities services departments.

## **BACKGROUND**

The energy management department executed a new contract with JCI to service the building automation system (BAS), which controls buildings and plants. This new contract also includes changing some of the obsolete field-level BAS engines to address the critical network health of the BAS.

In addition, the facilities services department transitioned the contract providing fire suppression inspection, testing, and servicing of the fire alarms on select buildings to JCI from a previous provider, resulting in annual cost savings of approximately \$25,000. There is also a need to replace fusible links on smoke doors and fire curtains in the theaters across the College.

JCI has contracts through the following cooperative programs to provide fire safety and energy management systems maintenance, products, and services: General Service Administration (GSA) contract #GS07F190CA; Sourcewell contract #070121-JHN; and The Interlocal Purchasing System (TIPS) contracts #24020101 and #24020301. These contracts comply with the competitive procurement requirement in Texas Education Code §44.031 and are permitted through Texas Government Code §791.001(g).

## **IMPACT OF THIS ACTION**

Approval of this request will allow the College to continue both contracts with JCI, providing BAS services as well as fire suppression services. Servicing the BAS is critical for operations, and fire and life safety requirements necessitate the periodic inspection and testing of building fire suppression systems, equipment, and certification of compliance. Periodic testing and inspections are reported to authorities having jurisdiction. Engaging JCI to provide these services will ensure safe operations of the BAS and life safety equipment, compliant with life safety code requirements.

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

In August 2025, the Board approved an expenditure of \$200,000 with JCI for fire safety and energy management systems maintenance, products, and services. This request will increase the approved amount by \$250,000 for a total expenditure of \$450,000. This expenditure will be funded from the energy management and facilities services departments' 2025-2026 operating budget.

## **MONITORING AND REPORTING TIMELINE**

Vendor performance and pricing are monitored throughout the contract period.

**Purchase Request #6**  
**Regular Board Meeting March 2, 2026**  
**Consideration of Approval of Additional Funds for Fire Safety and**  
**Energy Management Systems, Products, and Services**

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Chuck Smith	281-998-6341	charles.smith@sjcd.edu
John Maslonka	281-542-2029	john.maslonka@sjcd.edu
Rezaur Rahman	281-476-1876	rezaur.rahman@sjcd.edu
Genevieve Scholes	281-998-6349	genevieve.scholes@sjcd.edu

**Purchase Request #7**  
**Regular Board Meeting March 2, 2026**  
**Consideration of Approval of Additional Funds for Wireless Service**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve additional funds for the purchase of wireless service from Verizon Wireless (Verizon) for the College.

**BACKGROUND**

The College has utilized Verizon for its collegewide wireless service needs since October of 2001. Initially, the focus was on basic cellular connectivity within the campuses, district offices, and extension centers. With the increase of activity and advancement of technology, the College has continued to partner with Verizon to stay updated within the increasing global shift towards data-heavy usage and a wireless-first digital environment. Additional funds are being requested for hotspots for students who lack reliable, high-speed internet off campus, to support and maintain reliable connectivity for the College's online platforms, and to ensure continuous coverage of the College's emergency alert systems.

Verizon has contracts through the following cooperative programs to provide college-wide wireless service for phones, wi-fi devices, and tablets: Texas Department of Information (DIR), contract #DIR-TELE-CTSA-003, and U.S. General Services Administration (GSA), contract #GSA-47QTCA20DOOB5. These contracts comply with the competitive procurement requirement in Texas Education Code §44.031 and are permitted through Texas Government Code §791.001(g).

**IMPACT OF THIS ACTION**

Approval of this request will help the College continue to maintain and continuously develop its communication infrastructure to ensure a modern, safe, and digitally advanced environment.

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

In August 2025, the Board approved an expenditure of \$140,000 for wireless service. This request will increase the approved amount by \$60,000 for a total expenditure of \$200,000. This expenditure will be funded from various departments' 2025-2026 operating budgets.

**MONITORING AND REPORTING TIMELINE**

Vendor performance and pricing are monitored throughout the contract period.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Kyle Castillo	281-99-86382	kyle.castillo@sjcd.edu
Farah Khalil	281-998-6326	farrah.khalil@sjcd.edu

**Consideration of Approval of Additional Funds for Water Chemical Treatment Services**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve additional funds for the water chemical treatment services from Nalco Company LLC (Nalco) for the facilities services department.

**BACKGROUND**

The College operates multiple utility systems that rely on circulated water for heating and cooling campus facilities. To maintain system efficiency and extend the life of this infrastructure, specialized water treatment chemicals are required. These additives are formulated to prevent corrosion and reduce fouling within the piping and heat exchange systems, protecting thousands of feet of infrastructure and ensuring continued reliable operation.

During fiscal year 2025-2026, the College experienced two significant chilled water leaks. As a result, increased volumes of water treatment chemicals have been necessary to maintain safe and effective system operation, leading to higher-than-anticipated usage levels.

Request for proposals #24-01 was issued on August 4, 2023, to procure water chemical treatment services, which complies with the competitive procurement requirements per Texas Education Code §44.031(a). The Board approved the original one-year contract with Nalco on November 6, 2023, with four one-year renewal options.

**IMPACT OF THIS ACTION**

Approval of this request ensures continued protection of critical campus infrastructure, guidance for the proper application of chemicals, and optimizes system performance. Proper chemical treatment safeguards against corrosion and system failure preserves asset life, enhances operational efficiency, and mitigates the risk of costly emergency repairs or disruption to campus operations.

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

In August 2025, the Board approved an expenditure of \$100,000 for the contract term of November 7, 2025, through November 6, 2026. This request will increase the approved amount by \$100,000 to cover the higher usage levels resulting from the leaks noted above for a total expenditure of \$200,000. This expenditure will be funded from the facilities services department's 2025-2026 operating budget and subsequent year budget.

**MONITORING AND REPORTING TIMELINE**

Vendor performance and pricing are monitored throughout the contract period.

**ATTACHMENTS**

None

**Purchase Request #8**  
**Regular Board Meeting March 2, 2026**

**Consideration of Approval of Additional Funds for Water Chemical Treatment Services**

**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

**Item "A"**  
**Regular Board Meeting March 2, 2026**

**Approval of the Minutes for the February 2, 2026, Workshop and Regular Board Meeting**

**RECOMMENDATION**

The Chancellor requests that the Board of Trustees approve the minutes for the February 2, 2026, Workshop and Regular Board Meeting.

# San Jacinto College District Board Workshop

## February 2, 2026

The Board of Trustees of the San Jacinto Community College District met for a Board Workshop at 5:00 p.m., Monday, February 2, 2026, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

### MINUTES

	<b>Board Workshop Attendees:</b>	<b>Board Members:</b> Dr. Michelle Cantú-Wilson, Erica Davis Rouse, Judy Harrison, Dan Mims, Keith Sinor, Larry Wilson <b>Chancellor:</b> Brenda Hellyer <b>Other:</b> Carin Hutchins, Sandra Ramirez, Mandi Reiland, Christian Bionat, Melissa Valdez (Perdue), Otilia Gonzalez (Perdue)
	<b>Agenda Item:</b>	<b>Discussion/Information</b>
<b>I.</b>	<b>Call the Meeting to Order</b>	Chair Dan Mims called the workshop to order at 5:04 p.m.
<b>II.</b>	<b>Roll Call of Board Members</b>	Chair Mims conducted a roll call of the Board members:  Chad Burke Dr. Michelle Cantú-Wilson, Vice Chair Erica Davis Rouse, Assistant Secretary Judy Harrison Dan Mims, Chair Keith Sinor, Secretary Larry Wilson
<b>III.</b>	<b>Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071 and 551.074 of the Texas Open Meetings Act</b> <ul style="list-style-type: none"> <li>• <b>Provost Search</b></li> <li>• <b>Chancellor Deferred Compensation</b></li> </ul>	Chair Mims adjourned to closed session at 5:05 pm.  The Board members listed above as attending, as well as Brenda Hellyer and Sandra Ramirez, were present for the closed session.  a. Legal Matters - For the purpose of a private consultation with the Board’s attorney on any or all subjects or matters authorized by law. This item was tabled until the next workshop. 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. <ul style="list-style-type: none"> <li>• Provost Search</li> <li>• Chancellor Deferred Compensation</li> </ul>

IV.	<b>Reconvene in Open Meeting</b>	<p>Chair Mims reconvened to open meeting at 5:50 p.m.</p> <p>Carin Hutchins, as well as Melissa Valdez and Otilia Gonzalez with Perdue, joined the workshop.</p>
V.	<b>Review Delinquent Property Tax Activities and Collections</b>	<p>The Board received a presentation from delinquent tax collection attorneys with Perdue Brandon Fielder Collins &amp; Mott LLP, Melissa Valdez and Otilia Gonzalez, who provided an overview of delinquent tax collection services and activity since assuming responsibility for the account in July 2025. They reviewed the 2024 tax year calendar, explaining the assessment date, billing timeline, delinquency date, and the escalation of penalties, interest, and collection fees. The presenters also described the early turnover process for business personal property and outlined the firm’s collection procedures, which include contact center outreach, payment plan options, and litigation when necessary. They emphasized that tax sales are a last resort and that efforts are made throughout the process to work cooperatively with taxpayers.</p> <p>Melissa and Otilia shared a summary of collection activity from July 2025 through the end of 2025. They reported that the district’s 2024 tax levy totaled approximately \$132 million, with approximately 3 percent, or \$3.4 million, turned over for delinquent collection. A breakdown of the delinquent tax roll was reviewed, including accounts in contact, litigation, deferral, bankruptcy, appraisal district dispute, and uncollectible status. The presenters noted that more than half of delinquent accounts are under \$1,000 and described strategies for working smaller balances while prioritizing higher-dollar accounts.</p> <p>Board members asked questions regarding the timing of judgments, criteria for tax sales, and the definition and handling of uncollectible accounts. The presenters indicated their intent to provide annual updates to the Board going forward.</p> <p>Melissa and Otilia left and Christian Bionat joined the workshop.</p>
VI.	<b>Update on Enrollment – Spring 2026</b>	<p>Carin Hutchins provided an enrollment update for spring 2026. She reported that spring enrollment was 6.4 percent higher than the same time the previous year and that contact hours were up 7.7 percent, exceeding the budgeted increase of 5 percent. Dual credit enrollment was reported as 1.8 percent higher than last year, while enrollment for continuing students enrollment increased by 13.8 percent. She noted that</p>

		contact hours are a key driver of revenue and stated that overall enrollment trends were positive.
<b>VII.</b>	<b>Review Parameter Orders for General Obligation and Revenue Bond Refinancings</b>	Carin reviewed parameter orders for General Obligation (GO) and Revenue Bond refinancings. She reviewed the College’s outstanding debt, totaling approximately \$525.3 million, and explained that certain bonds issued in 2015 and 2016 are now callable and eligible for refinancing. Estimated net present value savings were presented, including approximately \$11.4 million, or 6.2 percent, for general obligation bonds and \$1.7 million, or 5 percent, for revenue bonds. She explained that the parameter orders authorize refunding only if minimum savings thresholds are met, do not extend the final maturity of the bonds, and allow flexibility based on market conditions. Pricing is anticipated in late March, with closing expected in April, after which the Board will receive a report on actual savings.
<b>VIII.</b>	<b>Update on Legislative Affairs</b>	<p>Christian Bionat provided a legislative affairs update addressing federal, state, and political developments. At the federal level, he discussed a short-term government shutdown related to appropriations and confirmed that the College’s \$3 million community appropriation remains included in the negotiated package. He noted that this request is among the largest awarded nationally to community colleges and the largest in Texas for this funding cycle. He explained that once appropriations are enacted, the funding will move into the agency coordination phase.</p> <p>At the state level, Christian reviewed recent Senate interim charges, particularly those related to education, and noted areas the College will continue to monitor. He also discussed the governor’s directive pausing new H-1B visa petitions through May 2027 and confirmed that this directive does not impact the College. He highlighted ongoing attention to workforce policy, property tax considerations, tuition constraints, and state appropriations. Christian concluded with an overview of recent special elections and redistricting developments that may affect future congressional representation within the service area.</p>
<b>IX.</b>	<b>Discuss Revisions to Board Bylaws and Ethical Conduct and Conflicts of Interest Policy and Procedures</b>	This item was tabled until the next workshop.
<b>X.</b>	<b>General Discussion of Meeting Items</b>	Brenda and Carin reviewed procurement activity updates which included temporary staffing services, promotional items, copier lease and maintenance, and grant services. A delegation

	<p><b>a. Additional Purchasing Support Documents</b></p> <p><b>b. Delegation of Authority</b></p>	<p>of authority summary was reviewed, noting that most items had been finalized, with a small number still in the vendor selection or scope review process. Additional clarification was provided regarding a grant supporting small business and childcare workforce training, as well as the renewal of authorized broker-dealer agreements used for investment transactions.</p>
<b>XI.</b>	<b>Calendar</b>	<p>Brenda reviewed the calendar and asked the Board members to let Mandi Reiland know if they would like to attend any events.</p>
<b>XII.</b>	<b>Adjournment</b>	<p>Chair Mims adjourned the meeting at 6:45 p.m.</p>

**San Jacinto Community College District**  
**Regular Board Meeting Minutes**  
**February 2, 2026**

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, February 2, 2026, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**Attendance**

**Present:**

**Members:** Chad Burke, Dr. Michelle Cantú-Wilson, Erica Davis Rouse, Judy Harrison, Dan Mims, Keith Sinor, Larry Wilson

**Chancellor:** Brenda Hellyer

**Others Present:** Femi Alakija, Tanesha Antoine, John Bass, Rhonda Bell, Nelson Beniten, Jesse Bernal, Christian Bionat, Nicole Bradley, Carey Burling, Tiffany Burton, David Carpenter, Anna Chenier, Matt Crow, Chris Diaz, Chris Duke, Dianne Duron, Teddy Farias, Haley Ford, Yvonne Frear, Rachel Garcia, Jessica Gnwere, Damon Harris, Julie Harvell, Khenley Harvell, Joseph Hebert, Carin Hutchins, Bryan Jones, Matt Keim, Kara Kennebrew, Aaron Knight, Mary Ellen Laurel, Mr. Leo Laurel, Mrs. Leo Laurel, Mary Lindsay, Cheryl Mallant, Chris McLaren, DeRhonda McWaine, Lamar McWaine, Emma Meyer, Kevin Morris, Jose Nicolas, Lambrini Nicopoulos, Alexander Okwonna, Brad Parmer, Joe Pena, JoEllen Price, JR Ragaisis, Sandra Ramirez, Mandi Reiland, Shelley Rinehart, Kevin Rodriguez, Ruby Rodriguez, Liana Russell, Shawn Silman, Christy Stewart, Albert Talley, Jessica Tello, Sonia Townsend, Jose Valentine, Niki Whiteside, Chris Wild, Laurel Williamson, Loyda Ylisatigui, Joanna Zimmermann

I. Call the Meeting to Order

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

II. Roll Call of Board Members

Chair Mims conducted a roll call of the Board members.

Chad Burke

Dr. Michelle Cantú-Wilson, Vice Chair

Erica Davis Rouse, Assistant Secretary

Judy Harrison

Dan Mims, Chair

Keith Sinor, Secretary

Larry Wilson

III. Invocation and Pledge to the Flags

The invocation was given by Alexander Okwonna. The pledges to the American and Texas flags were led by Judy Harrison.

IV. Special Announcements, Recognitions, Introductions, and Presentations

1. Laurel Williamson presented a recognition for San Jac Online.
2. Laurel Williamson and Sandra Ramirez recognized the 2025-2026 Excellence Award Recipients and Minnie Piper Recipient Nominee.
3. Chris Wild presented the Texas Higher Education Coordinating Board Star Award Recognizing the Biomanufacturing Program.

V. Student Success Presentations

Chris Duke provided an update on Fall 2025 Student Success Data.

VI. Communications to the Board of Trustees

1. The January Opportunity News was provided to the Board.
2. The Fall 2025 Career Focus was provided to the Board.
3. The 2025 Annual Report to the Community was provided to the Board.
4. The Annual Comprehensive Financial Report for fiscal years ended August 31, 2025 and 2024, was provided to the Board.
5. A thank you was sent to the Board from Natasha Goins for the plant sent in memory of her uncle.
6. A thank you was sent to the Board from Cindy McMahon for the plant sent in memory of her husband.

VII. Public Comment

There were no citizens desiring to speak to the Board of Trustees.

VIII. Informative Reports to the Board

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

A. San Jacinto College Financial Statements

1. San Jacinto College Monthly Financial Statements
  - a. December 2025
  - b. November 2025
2. San Jacinto College Monthly Investment Reports
  - a. December 2025
  - b. November 2025
3. San Jacinto College Quarterly Investment Report

B. San Jacinto College Foundation Financial Statements

1. December 2025
2. November 2025

C. Capital Improvement Program

1. December 2025
2. November 2025

IX. Consideration of Approval of Amendment to the 2025-2026 Budget for Restricted Revenue and Expenses Relating to Federal, State and Local Grants/Contracts

Board Meeting Minutes

February 2, 2026

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**Motion 10522:**

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

Yeas: Burke, Cantú-Wilson, Davis Rouse, Harrison, Sinor, Wilson

Nays: None

X. Consideration of Approval of Policy III.3001.H, Fixed Assets – Second Reading

**Motion 10523:**

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

Yeas: Burke, Cantú-Wilson, Davis Rouse, Harrison, Sinor, Wilson

Nays: None

XI. Consideration of Adoption of Authorized Broker/Dealer List

**Motion 10524:**

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

Yeas: Burke, Cantú-Wilson, Davis Rouse, Harrison, Sinor, Wilson

Nays: None

XII. Consideration of Approval of Designation of Unrestricted Cash Reserves to Fund Future Capital Projects

**Motion 10525:**

Motion moved by Larry Wilson and motion seconded by Keith Sinor. Motion carried.

Yeas: Burke, Cantú-Wilson, Davis Rouse, Harrison, Sinor, Wilson

Nays: None

XIII. Consider Approval of Orders Authorizing the Issuance of General Obligation Refunding Bonds and Combined Fee Revenue Refunding Bonds and Other Matters Related Thereto

**Motion 10526:**

Motion moved by Judy Harrison and motion seconded by Chad Burke. Motion carried.

Yeas: Burke, Cantú-Wilson, Davis Rouse, Harrison, Sinor, Wilson

Nays: None

XIV. Consideration of Purchasing Requests

#1	Consideration of Approval to Contract for College-Wide Copier Lease and Maintenance Program	\$	629,500
#2	Consideration of Approval to Contract for Service Desk Software		661,973
#3	Consideration of Approval to Renew the Contract for Elevator Maintenance Services		400,000
#4	Consideration of Approval to Contract for Promotional Items		300,000
#5	Consideration of Approval to Purchase a 3D Metal Printing Unit		250,000
#6	Consideration of Approval to Renew the Contract for Direct Mail Magazine Services		200,000
#7	Consideration of Approval to Purchase Medical Equipment and Consumables		130,000
#8	Consideration of Approval to Purchase Synthetic Whole Human Cadavers		118,302
#9	Consideration of Approval to Contract for Cloud ERP Software Licenses		6,989,927
	<b>TOTAL OF PURCHASE REQUESTS</b>	<b>\$</b>	<b><u>9,679,702</u></b>

**Motion 10527:**

Motion moved by Keith Sinor and motion seconded by Larry Wilson. Motion carried.

Yeas: Burke, Cantú-Wilson, Davis Rouse, Harrison, Sinor, Wilson

Nays: None

XV. Consent Agenda

- A. Approval of the Minutes for the December 1, 2025, Workshop and Regular Board Meeting
- B. Approval of the Budget Transfers
- C. Approval of Personnel Recommendations, Extra Service Agreements (ESA), and 2025-2026 Part-Time Hourly Rate Schedule
- D. Approval of the Next Regularly Scheduled Meeting of March 2, 2026

**Motion 10528:**

Motion moved by Larry Wilson and motion seconded by Judy Harrison. Motion carried.

Yeas: Burke, Cantú-Wilson, Davis Rouse, Harrison, Sinor, Wilson

Nays: None

XVI. Items for Discussion/Possible Action

There were no additional items discussed.

XVII. Adjournment

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

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve budget transfers for January 2026 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 – January 2026 Budget Transfers

### **RESOURCE PERSONNEL**

Carin Hutchins	281-998-6306	carin.hutchins@sjcd.edu
Dianne Duron	281-998-6109	dianne.duron@sjcd.edu
Dena Carlson	281-998-6347	dena.carlson@sjcd.edu

SAN JACINTO COMMUNITY COLLEGE DISTRICT  
 Budget Transfers Related to Fiscal Year 2025-26  
 for January 2026

ELEMENT OF COST	DEBIT	CREDIT
INSTRUCTION	\$ 3,704	\$ 1,588
PUBLIC SERVICE	-	-
ACADEMIC SUPPORT	1,588	4,329
STUDENT SERVICES	-	-
INSTITUTIONAL SUPPORT	50,625	-
PHYSICAL PLANT	-	50,000
	<b>\$ 55,917</b>	<b>\$ 55,917</b>

**Item “D”**  
**Regular Board Meeting March 2, 2026**  
**Approval of the Next Regularly Scheduled Meeting**

**RECOMMENDATION**

The next regularly scheduled meeting of the Board of Trustees will be Monday, April 6, 2026.

**Item "E"**  
**Regular Board Meeting March 2, 2026**  
**Approval of the Minutes for the January 30, 2026, Board Strategic Planning Retreat**

**RECOMMENDATION**

The Chancellor requests that the Board of Trustees approve the minutes for the January 30, 2026, Board Strategic Planning Retreat.

**SAN JACINTO COLLEGE DISTRICT**  
**Board of Trustees Strategic Planning Retreat Minutes**  
**January 30, 2026**

The Board of Trustees of the San Jacinto Community College District met for a Strategic Planning Retreat at 8:30 a.m., Friday, January 30, 2026, in Room 104 of the Administration Building located at 4624 Fairmont Parkway, Pasadena, Texas.

**Attendance**

**Members:** Chad Burke, Michelle Cantú-Wilson, Erica Davis Rouse, Judy Harrison, Dan Mims, Keith Sinor, Larry Wilson

**Chancellor:** Brenda Hellyer

**Others Present:** Carin Hutchins, Sandra Ramirez, Mandi Reiland, Laurel Williamson, Allatia Harris, Rob Stanicic

- I. Call the Meeting to Order  
Chair Dan Mims called the Board strategic planning retreat to order at 8:37 am.
  
- II. Roll Call of Board Members  
Chair Mims conducted a roll call of the Board members.  
  
Chad Burke  
Dr. Michelle Cantú-Wilson, Vice Chair  
Erica Davis Rouse, Assistant Secretary  
Judy Harrison  
Dan Mims, Chair  
Keith Sinor, Secretary  
Larry Wilson
  
- III. Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071 and 551.074 of the Texas Open Meetings Act, for the following purposes:  
  
It was determined after the time of posting that a closed session was not needed.
  - 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.
  
- IV. Reconvene in Open Meeting  
It was determined after the time of posting that a closed session was not needed so the meeting did not need to be reconvened.
  
- V. Overview of Student Support Systems and Outreach Efforts
  - A. Laurel Williamson provided an overview of the resources for holistic student support. San Jacinto College has implemented a College-wide Holistic Support

Model designed to ensure that all students receive timely, personalized support aligned to their individual circumstances. The model integrates onboarding, academic advising, career planning, financial assistance, and social-emotional support to improve persistence, completion, and student well-being.

1. Group discussed and asked various clarifying questions.
  2. Trustees made recommendations for various options to reduce student barriers. Ideas discussed included exploring potential partnerships to support student transportation, subject to legal review regarding liability.
  3. Erica Davis Rouse suggested adding some of the student support resource measures and data to future reports to the community. Brenda agreed this is a good idea and will communicate this to External Relations.
- B. Laurel provided an overview of the 2025-2026 annual recruitment plan. The 2025-2026 Annual Recruitment Plan outlines a comprehensive, data-driven strategy to expand educational access and strengthen enrollment pipelines through coordinated efforts across Instruction and Student Services. Aligned with the College's developing Strategic Enrollment Management (SEM) Plan, the framework translates institutional priorities into measurable recruitment outcomes while ensuring consistent messaging and student experience across all touchpoints. The core goal is to connect students to academic and career pathways through early outreach, sustained engagement, and strong community partnerships.
1. The group discussed this presentation and asked various clarifying questions.

#### VI. Review Promise Program

- A. Allatia Harris reviewed updates and data related to the Promise Program. Promise @ San Jac is a last-dollar scholarship program launched in 2019 to expand college access and improve completion for students within the College's taxing district. Since scaling district-wide in 2022, the program has served 11,407 students and is helping close a long-standing college-going gap in East Harris County. Promise students consistently outperform non-Promise peers in credential and degree completion, supported by structured onboarding, advising, and proactive outreach. Long-term sustainability is supported by a \$30 million endowment goal, with approximately 90 percent raised. Background on enrollment trends and contributing factors to recent decreases in the number of students participating in the Promise @ San Jac Program was provided.
1. Trustees discussed and also remarked on marketing and messaging considerations, including feedback on flyer language and potential multilingual outreach.

#### VII. Review Plan for Commercial Truck Driving Program

- A. Allatia reviewed the proposed plan for the Commercial Truck Driving Program. The presentation outlined San Jacinto College's decision to transition its truck driving program to an external service provider, FleetForce, and summarized the selection process, transition activities, program status, and student cost considerations.
1. Trustees discussed the plan and expressed support for the program's direction.

- VIII. Update on Roll-out of BOLD 2030
- A. Brenda Hellyer provided an update on the implementation of BOLD 2030. She reviewed a draft document showing the structure of the plan and the pillars supporting the plan. This will continue to be reviewed in more detail as the work continues.
    - 1. Trustees indicated support for the strategic direction of the initiative.
- IX. Review Employee Demographic and Retention Data
- A. Sandra Ramirez reviewed employee demographic and retention information. This presentation provided a comprehensive overview of the College's workforce demographics, hiring trends, headcount, and turnover, with year-over-year comparisons and external benchmarks. The update focused on full-time employees unless otherwise noted, using year-over-year comparisons for new hires, headcount, and separations to identify workforce trends. It was noted that the Employee Referral Program shows high retention among referred hires.
    - 1. Trustees discussed the data presented.
- X. Review Plan for Ellucian (Banner) and Phone Systems
- A. Rob Stanicic reviewed plans for the Ellucian Banner SaaS transition and communication system modernization.
    - 1. Trustees discussed anticipated costs, impacts to departments, and staff capacity concerns related to concurrent implementations. The members indicated support for proceeding with the two projects.
    - 2. Administration noted that implementation would occur in phases and reviewed the timelines and expected deliverables for each project.
    - 3. In addition, administration reviewed the agenda item related to the contract for cloud enterprise resource planning software licenses the Board of Trustees will consider for approval at the February 2, 2026, Board meeting. These software licenses are a component of the Ellucian Banner SaaS project. The other costs related to this project and the phone system modernization will be brought forward at a later date.
  - B. Brenda and Carin reviewed how future capital and operating funds may be allocated and committed to keeping the Board informed as planning continues.
- XI. Review of Capital Projects Plan and Future Funding Needs
- A. Carin reviewed the capital projects plan and future funding needs.
    - 1. Carin provided an overview of the student engagement, student centers, and institutional priorities. The presentation outlined San Jacinto College's strategic approach to strengthening student engagement through refreshed, student-centered facilities, particularly student centers, aligned with institutional priorities and student success outcomes. It framed engagement as a critical driver of retention, belonging, and academic success.
    - 2. Carin provided an overview of capital renewal planning. This presentation outlined the scope of capital renewal challenges, identified facility priorities, quantified long-term funding needs, and framed policy-level funding options for Board consideration.
    - 3. Trustees discussed long-term flexibility of facilities and emerging concepts for student spaces.

4. Administration indicated that additional planning and recommendations would be developed and brought back to the Board as planning progresses.
- B. Carin also reviewed information from PFM Financial Advisors LLC. The presentation provided information for Board discussion to assess the potential need for a future bond election, providing historical context, current debt status, financial assumptions, bonding capacity scenarios, and illustrative election timelines.
1. The Board expressed concern about a general obligation bond referendum and questioned how facility needs will continue to change in the future.
  2. Brenda also referenced that when the needs for the 2015 Bond were presented there were approximately \$760 million of needs identified. It was ultimately determined the bond should not exceed \$425 million. This difference indicates deferred maintenance had been identified previously. This continues to be an issue for the College to address.
  3. Trustees requested polling similar to previous efforts.
  4. Administration will continue evaluating options for Board consideration.
- XII. Review Financial and Operating Comparisons to Peers  
This item was tabled.
- XIII. Review Designation of Unrestricted Cash Reserves to Fund Future Capital Projects
- A. Carin reviewed the designation of unrestricted cash reserves. The administration recommends that the Board of Trustees consider and approve designating \$3 million of unrestricted cash reserves to fund future capital projects.
    1. Trustees expressed comfort with the item as presented, which will be considered for approval by the Board at the February 2, 2026, Board Meeting.
- XIV. Review Plans for Fiscal Year 2027 Unrestricted Budget and Property Tax Exemptions
- A. Brenda provided highlights of plans for the Fiscal Year 2027 unrestricted budget. This presentation outlined the FY2027 unrestricted budget framework, assumptions, revenue drivers, including tuition, property tax revenue and state appropriations, and recommended actions. The goal is to align financial planning with the College's BOLD 2030 strategic priorities while maintaining long-term fiscal sustainability.
  - B. Carin reviewed property tax exemption considerations and requested Board guidance.
  - C. Trustees discussed potential approaches, including exemptions for homesteads and seniors over age 65.
  - D. Trustees were supportive of increasing the exemptions pending a follow up presentation at the March 2026 Board workshop to review the financial impact to all stakeholders and the College.
- XV. Discuss Revisions to Board Bylaws and Ethical Conduct and Conflicts of Interest Policies and Procedures  
This item was tabled.
- XVI. Wrap-up with Summary and Follow-up

Brenda conducted a summary discussion and reviewed follow-up items from today's retreat.

XVII. Adjournment

Chair Mims adjourned the Board strategic planning retreat at 3:12 pm.