

*Board of Trustees
Meeting*

August 11, 2008

August 8, 2008

NOTICE OF MEETING

BOARD BUDGET/AUDIT COMMITTEE BOARD OF TRUSTEES

SAN JACINTO COMMUNITY COLLEGE DISTRICT

The Board Budget/Audit Committee of the Board of Trustees of the San Jacinto Community College District will meet at 5:00 p.m., Monday, August 11, 2008, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

AGENDA

- I. Update on \$80 Million 2008 GO Bond Issue**
- II. Review Property and Casualty Insurance Proposals and Recommendations for 2008-2009**
- III. Restoration of Health Insurance Funds and Additional Allocations of 2007-2008 Appropriations**
- IV. 2008-2009 Budget Status Report**

Certificate as to Posting or Giving of Notice

On this day, August 8, 2008, at 4 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative office of the San Jacinto College District, 4624 Fairmont Parkway, Pasadena, Texas, on all college campuses, the SJC web and was readily accessible to the public at all times.



William H. Lindemann, Jr., Chancellor

August 8, 2008

NOTICE OF MEETING

**BOARD WORKSHOP
BOARD OF TRUSTEES**

SAN JACINTO COMMUNITY COLLEGE DISTRICT

The Board of Trustees of the San Jacinto Community College District will meet at 5:45 p.m., Monday, August 11, 2008, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas

AGENDA

- I. Governor's Competitiveness Council Report**
- II. Business & Industry Partnership and Workforce Training Center**

Certificate as to Posting or Giving of Notice

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William H. Lindemann, Jr., Chancellor

August 8, 2008

NOTICE OF MEETING

BOARD OF TRUSTEES

SAN JACINTO COMMUNITY COLLEGE DISTRICT

The Board of Trustees of the San Jacinto Community College District will meet at 6:15 p.m., Monday, August 11, 2008, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

AGENDA

- I. **Dinner**
- II. **General Discussion by the Chancellor**

Certificate as to Posting or Giving of Notice

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William H. Lindemann, Jr., Chancellor

August 8, 2008

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

The Board of Trustees of the San Jacinto Community College District will meet at 7:00 p.m., Monday, August 11, 2008, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

PUBLIC BUDGET HEARING

Adjourn to regular meeting

BOARD MEETING

AGENDA

I. Call the meeting to order/certify posting notice

II. Invocation and Pledge to the Flag

III. Special Reports, Announcements and Recognitions

Presentation from the City of Pasadena Proclaiming August 11, 2008 as J.D. Bruce Day in Honor of his Years of Service to the Community

Mayor Isbell

Presentation to J.D. Bruce naming him Trustee Emeritus

Marie Flickinger

IV. Achieving the Dream Student Success Presentation

Institutional Monitoring Report on Institutional Support Services

Laurel Williamson

V. Communications to the Board of Trustees

VI. Hearing of such citizens or groups of citizens desiring to be heard before the Board

Informative reports to the Board

A. Resource Development Report on Gifts and Grants

B. Financial Statement and Current Expenditures

ACTION ITEMS

- VII. Approval of an Amendment to the 2007-2008 Budget for Restricted Revenue and Expenses Relating to Federal and State Grants**
- VIII. Approval of a Memorandum of Understanding between San Jacinto Community College District and University of Texas of the Permian Basin (Seamless Student Transfer) SST program**
- IX. Approval to Adopt an Order Authorizing the Issuance of San Jacinto Community College District Limited Tax General Obligation Bonds, Series 2008; Authorizing the Vice Chancellor of Fiscal Affairs to Approve the Amount, the Interest Rate, Price and Terms Thereof and Certain Other Procedures and Provisions Related Thereto**
- X. Approval of Execution of a Lease Agreement for Instructional Space for Classrooms/Computer Labs/Conference Room and Testing Center at the Bay Plaza Office Building in the Clear Lake area**
- XI. Approval of an Amendment to the 2007-2008 Budget for Restricted Revenue and Expenses Relating to a Reallocation of Employee Insurance Appropriations by ERS to the District**
- XII. Approval of Contract with Crosswind Ventures, Inc. to Conduct National Search for Chief Information Officer**
- XIII. Approval of changes to Policy VI-P: Policy on Student Records**
- XIV. Approval of changes to Policy VI-N: Policy for Students Appealing a Final Grade & Accompanying Guideline**
- XV. Approval of New Policy IV-B-3c: Policy Against Workplace Bullying**

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 July 7, 2008, Regular Board Meeting**

FINANCIAL

- B. Approval of the Budget Transfers**

PERSONNEL

- C. Approval of Personnel**
- D. Approval of Administrative & Professional Non-Faculty Contract Recommendations**

MISCELLANEOUS

- E. Approval of the Affiliation Agreements**
- F. Next Regularly Scheduled Meeting**

Items for Discussion/Possible Action (continued)

(Items removed from the Consent Agenda, will be considered at this time)
Reports from Board Committees (when applicable)

- XVI. Consideration of Bids**
- XVII. Strategic Issues Discussion**
- XVIII. Adjournment to Closed or Executive Session Pursuant to Sections 551.071 to 551.084 of Chapter 551, the Open Meetings Act, Texas Government Code for the Following Purpose:**

Personnel

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee:

- A. Discussion of Chancellor's Performance Review
 - B. Discussion of possible process for appointing new board member due to resignation of J. D. Bruce
- XIX. Reconvene in Open Meeting for Consideration of Items Discussed in Closed Session**
- XX. Adjournment**

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A handwritten signature in cursive script, appearing to read "William H. Lindemann, Jr.", written in black ink.

William H. Lindemann, Jr., Chancellor

San Jacinto College Foundation
Statement of Financial Position
As of June 30, 2008

ASSETS

Current Assets

Checking/Savings

General Fund \$ 508,586

Funds -

Total Checking/Savings 508,586

Accounts Receivable

Special Events Receivables 17,297

Scholarship Receivables 4,200

Sponsorship Receivable 1,500

Allowance (3,428)

Discounts (199)

Total Accounts Receivable 19,370

Other Current Assets

Bank of America, N.A. 1,197,375

Common Fund 3,584,771

Total Other Current Assets 4,782,146

Total Current Assets 5,310,102

TOTAL ASSETS \$ 5,310,102

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

Event Payable \$ 2,500

Scholarships Payable 250,217

Grants Payable 13,168

Programs Payable 1,201

Total Accounts Payable 267,086

Total Current Liabilities 267,086

Total Liabilities 267,086

Equity

Net Assets 4,348,097

Net Income 694,919

Total Equity 5,043,016

TOTAL LIABILITIES & EQUITY \$ 5,310,102

San Jacinto College Foundation
Statement of Activities
2007/2008 Compared to 2006/2007

	<u>Jul '07 - Jun 08</u>	<u>Jul '06 - Jun 07</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Contributions	\$ 1,775,537	\$ 779,788	\$ 995,749
Total Income	<u>1,775,537</u>	<u>779,788</u>	<u>995,749</u>
Expense			
Scholarships Awarded	922,461	343,038	579,423
Grants Awarded	63,356	323,401	(260,045)
Programs Sponsored	19,687	16,892	2,795
Innovative Initiatives	63,817	44,924	18,893
Total Expense	<u>1,069,321</u>	<u>728,255</u>	<u>341,066</u>
Net Ordinary Income	706,216	51,533	654,683
Other Income/Expense			
Other Income			
Grant Administration	-	8,327	(8,327)
Investment Income	(139,571)	564,007	(703,578)
Fundraising Events	192,781	204,217	(11,436)
Total Other Income	<u>53,210</u>	<u>776,551</u>	<u>(723,341)</u>
Other Expense			
Management Expense	9,315	316,471	(307,156)
Foundation Expenses	48,568	2,324	46,244
Sponsorship Expenses	6,625	3,025	3,600
Suspense	-	-	-
Total Other Expense	<u>64,508</u>	<u>321,820</u>	<u>(257,312)</u>
Net Other Income	<u>(11,298)</u>	<u>454,731</u>	<u>(466,029)</u>
Net Income	<u>\$ 694,918</u>	<u>\$ 506,264</u>	<u>\$ 188,654</u>



June 1, 2008 - June 30, 2008

Contributions Over \$1000

Donor	Amount	Fund
ACT AFAS	\$ 1,200	Scholarships In/Out
Aramco Services Company	\$ 3,488	Scholarships In/Out
Pamela Betts	\$ 15,000	New Computer Related Technology
Clear Lake High School Baseball Booster	\$ 1,000	Scholarships In/Out
Community Hospital Foundation	\$ 7,500	Unrestricted
Crosby ISD	\$ 1,000	Scholarships In/Out
Dow Chemical Company	\$ 3,000	Energy Venture
Leticia Flores	\$ 1,000	Gilbert Flores ROTC Scholarship
Fraternal Order of Eagles	\$ 1,520	Scholarships In/Out
Greater Houston Restaurant Association	\$ 1,500	Culinary Arts Central Campus
Greater Houston Transportation	\$ 1,500	Scholarships In/Out
LaPorte Bayshore Chamber	\$ 1,600	Scholarships In/Out
LaPorte ISD	\$ 28,047	Scholarships In/Out
NRG Energy	\$ 1,500	Energy Venture
Northshore Rotary Club	\$ 6,000	Scholarships
Pasadena Refining Systems, Inc.	\$ 3,000	Central Process Technology
Pasadena Rotary Club	\$ 1,000	Pasadena Rotary Foundation Scholarships
SJC South Campus Art Department	\$ 1,885	South Campus Art Show
Stafford Municipal School District	\$ 1,000	Scholarships In/Out
Survey Publications	\$ 1,036	South Campus Library Texana
Tegeler Career Center	\$ 4,000	Tegeler Scholarships
Frank Rizzo	\$ 1,200	2007 Golf Tournament
Dansby & Miller/Morris Architects	\$ 2,500	2008 Evening of MONOPOLY
Dell Computer	\$ 2,500	2008 Evening of MONOPOLY
Mims Meat Company	\$ 1,200	2008 Evening of MONOPOLY
Ken and Alicia Phelps	\$ 2,500	2008 Evening of MONOPOLY
Employee Contributions		
Variou	\$ 80	2007 Golf Tournament
Variou	\$ 300	2008 Fashion Gems Fashion Show
Variou	\$ 3,580	2008 Evening of MONOPOLY
Variou	\$ 100	Memorials/Honorariums

San Jacinto Community College District
Statement of Net Assets
June 30, 2008

Assets

Current assets:

Cash and cash equivalents	\$	25,815,640
Deposits held by others		21,080
Investments		68,262,433
Accounts receivable		11,495,507
Inventories		331,816
Other assets		1,595
Total current assets		105,928,071

Noncurrent assets:

Restricted cash and cash equivalents		4,310,739
Bond issuance costs		865,028
Capital assets, net		142,034,082
Total noncurrent assets		147,209,849
Total assets		253,137,920

Liabilities

Current liabilities:

Accounts payable		2,041,828
Accrued liabilities		6,043,543
Accrued compensable absences and deferred compensation		2,598,268
Deferred revenues		4,221,330
Total current liabilities		14,904,969

Noncurrent liabilities:

Bond premium payable		897,634
Bonds and notes payable		65,950,000
Total noncurrent liabilities		66,847,634
Total liabilities		81,752,603

Net assets

Beginning of year		149,870,760
Current year addition		21,514,557
Total net assets	\$	171,385,317

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

Consolidated (All Funds)

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
REVENUES:				
State Appropriations	\$ 37,123,013	\$ 30,069,638	81.00%	\$ (7,053,375)
Local Taxes - Maintenance & Operations	40,400,000	41,506,575	102.74%	1,106,575
Local Taxes - Debt Service	10,314,514	10,566,490	102.44%	251,976
Credit Tuition	22,545,237	19,560,953	86.76%	(2,984,284)
Credit Fees	10,457,710	13,058,742	124.87%	2,601,032
Credit Exemptions & Waivers	(2,128,565)	(1,207,552)	56.73%	921,013
Continuing Professional Development	7,018,326	4,090,540	58.28%	(2,927,786)
Sales & Services	1,853,378	1,021,328	55.11%	(832,050)
Investment Income	4,400,000	2,809,730	63.86%	(1,590,270)
Bond Proceeds (Investment Income)	-	126,090	0.00%	126,090
Auxiliary Services	3,304,926	3,253,605	98.45%	(51,321)
Grants	51,438,161	34,929,107	67.91%	(16,509,054)
Local Grants	673,058	480,045	71.32%	(193,013)
Total	<u>187,399,758</u>	<u>160,265,291</u>	<u>85.52%</u>	<u>(27,134,467)</u>
EXPENDITURES:				
Instruction	49,007,884	44,471,301	90.74%	(4,536,583)
Public Service	3,319,405	2,236,045	67.36%	(1,083,360)
Academic Support	12,684,471	7,637,324	60.21%	(5,047,147)
Student Services	37,541,582	29,289,980	78.02%	(8,251,602)
Institutional Support	58,094,665	33,414,177	57.52%	(24,680,488)
Physical Plant	23,223,171	18,535,635	79.82%	(4,687,536)
Auxiliary Enterprises	3,528,580	3,166,272	89.73%	(362,308)
Total	<u>187,399,758</u>	<u>138,750,734</u>	<u>74.04%</u>	<u>(48,649,024)</u>
TRANSFERS AMOUNG FUNDS:				
Transfers In	-	(12,676,022)	-	(12,676,022)
Transfers Out	-	12,676,022	-	12,676,022
Net Increase (Decrease) in Net Assets	<u>\$ -</u>	<u>\$ 21,514,557</u>		<u>\$ 21,514,557</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

11 Unrestricted Funds

	Adjusted Budget	Year-To-Date Actual (83%)	Percentage	Budget Variance
REVENUES:				
State Appropriations	\$ 37,123,013	\$ 30,069,638	81.00%	\$ (7,053,375)
Local Taxes - Maintenance & Operations	40,400,000	41,506,575	102.74%	1,106,575
Credit Tuition	21,760,237	18,816,183	86.47%	(2,944,054)
Credit Fees	10,457,710	13,058,742	124.87%	2,601,032
Credit Exemptions & Waivers	(2,128,565)	(1,207,552)	56.73%	921,013
Continuing Professional Development	7,018,326	4,090,540	58.28%	(2,927,786)
Sales & Services	518,989	593,266	114.31%	74,277
Investment Income	4,400,000	2,780,950	63.20%	(1,619,050)
Auxiliary Services	-	105,867	0.00%	105,867
Total	<u>119,549,710</u>	<u>109,814,209</u>	<u>91.86%</u>	<u>(9,735,501)</u>
EXPENDITURES:				
Instruction	47,042,598	42,777,811	90.93%	(4,264,787)
Public Service	2,878,888	1,927,444	66.95%	(951,444)
Academic Support	10,752,725	7,162,943	66.62%	(3,589,782)
Student Services	8,989,603	6,655,271	74.03%	(2,334,332)
Institutional Support	32,631,348	18,771,078	57.52%	(13,860,270)
Physical Plant	16,188,171	12,043,216	74.40%	(4,144,955)
Auxiliary Enterprises	62,091	47,796	76.98%	(14,295)
Total	<u>118,545,424</u>	<u>89,385,559</u>	<u>75.40%</u>	<u>(29,159,865)</u>
TRANSFERS AMONG FUNDS:				
Transfers In	-	(782,223)	-	(782,223)
Transfers Out	-	3,238,799	-	9,258,799
Net Increase (Decrease) in Net Assets	<u>\$ 1,004,286</u>	<u>\$ 17,972,074</u>		<u>\$ 10,947,788</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

21 Federal Restricted Funds

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
REVENUES:				
Grants	\$ 37,257,076	\$22,868,440	61.38%	\$ (14,388,636)
Total	<u>37,257,076</u>	<u>22,868,440</u>	<u>61.38%</u>	<u>(14,388,636)</u>
EXPENDITURES:				
Instruction	1,949,785	411,444	0.00%	(1,538,341)
Public Service	258,472	88,003	34.05%	(170,469)
Academic Support	1,795,510	192,409	10.72%	(1,603,101)
Student Services	26,419,406	19,386,176	73.38%	(7,033,230)
Institutional Support	<u>6,833,903</u>	<u>2,790,408</u>	<u>40.83%</u>	<u>(4,043,495)</u>
Total	<u>37,257,076</u>	<u>22,868,440</u>	<u>61.38%</u>	<u>(14,388,636)</u>
Net Increase (Decrease) in Net Assets	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

24 State Restricted Funds

	Adjusted Budget	Year-To-Date Actual (83%)	Percentage	Budget Variance
REVENUES:				
Grants	\$ 13,843,902	\$ 11,856,347	85.64%	\$ (1,987,555)
Total	<u>13,843,902</u>	<u>11,856,347</u>	<u>85.64%</u>	<u>(1,987,555)</u>
EXPENDITURES:				
Instruction	15,000	1,269,912	0.00%	1,254,912
Public Service	-	75,717	0.00%	75,717
Academic Support	108,000.00	250,112	0.00%	142,112
Student Services	847,573	1,729,058	204.00%	881,485
Institutional Support	<u>12,873,329</u>	<u>8,531,548</u>	<u>66.27%</u>	<u>(4,341,781)</u>
Total	<u>13,843,902</u>	<u>11,856,347</u>	<u>85.64%</u>	<u>(1,987,555)</u>
Net Increase (Decrease) in Net Assets	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

26 Local Restricted Funds

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
REVENUES:				
Sales & Service	1,334,389	280,403	21.01%	(1,053,986)
Grants	337,183	204,320	60.60%	(132,863)
Local Grants	<u>673,058</u>	<u>480,045</u>	<u>71.32%</u>	<u>(193,013)</u>
Total	<u>2,344,630</u>	<u>964,768</u>	<u>41.15%</u>	<u>(1,379,862)</u>
EXPENDITURES:				
Instruction	500	835		335
Public Service	182,045	144,881	79.59%	(37,164)
Academic Support	28,236	31,860	0.00%	3,624
Student services	500,000	429,895	85.98%	(70,105)
Institutional Support	<u>1,816,085</u>	<u>417,924</u>	<u>23.01%</u>	<u>(1,398,161)</u>
Total	<u>2,526,866</u>	<u>1,025,395</u>	<u>40.58%</u>	<u>(1,501,471)</u>
TRANSFERS AMONG FUNDS:				
Transfers In	-	(553,883)	-	553,883
Transfers Out	<u>-</u>	<u>782,223</u>	<u>-</u>	<u>(782,223)</u>
Net Increase (Decrease) in Net Assets	<u>\$ (182,236)</u>	<u>\$ (288,967)</u>		<u>\$ 106,731</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

27 Texas Public Education Grant

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
REVENUES:				
Credit Tuition	\$ 785,000	\$ 744,770	94.88%	\$ (40,230)
Total	<u>785,000</u>	<u>744,770</u>	<u>94.88%</u>	<u>(40,230)</u>
EXPENDITURES:				
Student services	<u>785,000</u>	<u>1,089,580</u>	<u>138.80%</u>	<u>304,580</u>
Total	<u>785,000</u>	<u>1,089,580</u>	<u>138.80%</u>	<u>304,580</u>
Net Increase (Decrease) in Net Assets	<u>\$ -</u>	<u>\$ (344,810)</u>		<u>\$ (344,810)</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

28 Private/Gifts/Donations

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
REVENUES:				
Sales & Services	<u>\$ -</u>	<u>\$ 135,117</u>	<u>0.00%</u>	<u>\$ 135,117</u>
Total	<u>-</u>	<u>135,117</u>	<u>0.00%</u>	<u>135,117</u>
EXPENDITURES:				
Instruction	<u>-</u>	<u>11,298</u>	<u>0.00%</u>	<u>11,298</u>
Total	<u>-</u>	<u>11,298</u>	<u>0.00%</u>	<u>11,298</u>
Net Increase (Decrease) in Net Assets	<u>\$ -</u>	<u>\$ 123,819</u>		<u>\$ 123,819</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

31 Auxiliary Enterprises

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
REVENUES:				
Sales & Services	\$ -	\$ 4,476	0.00%	\$ 4,476
Auxiliary Services	<u>3,304,926</u>	<u>3,147,738</u>	<u>95.24%</u>	<u>(157,188)</u>
Total	<u>3,304,926</u>	<u>3,152,214</u>	<u>95.38%</u>	<u>(152,712)</u>
EXPENDITURES:				
Non-Instructional Labor	1,267,681	1,031,597	81.38%	(236,084)
Instructional Labor	-	455	0.00%	455
Benefits	313,485	267,169	85.23%	(46,316)
Supplies	392,366	279,709	71.29%	(112,657)
Travel	222,197	274,061	123.34%	51,864
Contracted Services	376,981	338,506	89.79%	(38,475)
Capital Outlay	9,256	-	0.00%	(9,256)
Student Aid	775,987	871,107	112.26%	95,120
Utilities	<u>3,887</u>	<u>19</u>	<u>0.49%</u>	<u>(3,868)</u>
Total	<u>3,361,840</u>	<u>3,062,623</u>	<u>91.10%</u>	<u>(299,217)</u>
Net Increase (Decrease) in Net Assets	<u>\$ (56,914)</u>	<u>\$ 89,591</u>		<u>\$ 146,505</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

32 Clubs

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
EXPENDITURES:				
Supplies	\$ 24,794	\$ 4,495	18.13%	\$ (20,299)
Travel	60,992	45,096	73.94%	(15,896)
Contracted Services	<u>15,663</u>	<u>6,262</u>	<u>39.98%</u>	<u>(9,401)</u>
Total	<u>101,449</u>	<u>55,853</u>	<u>55.06%</u>	<u>(45,596)</u>
Net Increase (Decrease) in Net Assets	<u>\$ (101,449)</u>	<u>\$ (55,853)</u>		<u>\$ 45,596</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes in Net Assets
For the Ten Months Ended June 30, 2008

33 Departmental Related

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
REVENUES:				
Sales & Services	<u>\$ -</u>	<u>\$ 8,066</u>	<u>0.00%</u>	<u>\$ 8,066</u>
Total	<u>-</u>	<u>8,066</u>	<u>0.00%</u>	<u>8,066</u>
EXPENDITURES:				
Student Aid	<u>3,200</u>	<u>-</u>	<u>0.00%</u>	<u>(3,200)</u>
Total	<u>3,200</u>	<u>-</u>	<u>0.00%</u>	<u>(3,200)</u>
Net Increase (Decrease) in Net Assets	<u>\$ (3,200)</u>	<u>\$ 8,066</u>		<u>\$ 11,266</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

91 Unexpended Plant Funds

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
REVENUES:				
Investment Income	<u>\$ -</u>	<u>\$ 126,090</u>	<u>0.00%</u>	<u>\$ 126,090</u>
Total	<u>-</u>	<u>126,090</u>	<u>0.00%</u>	<u>126,090</u>
EXPENDITURES:				
Physical Plant	<u>-</u>	<u>866,950</u>	<u>0.00%</u>	<u>866,950</u>
Total	<u>-</u>	<u>866,950</u>	<u>0.00%</u>	<u>866,950</u>
Net Increase (Decrease) in Net Assets	<u><u>\$ -</u></u>	<u><u>\$ (740,860)</u></u>		<u><u>\$ (740,860)</u></u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

93 Renewal & Replacement

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
EXPENDITURES				
Physical Plant	\$ -	\$ 302,845	0.00%	\$ 302,845
Total	<u>-</u>	<u>302,845</u>	<u>0.00%</u>	<u>302,845</u>
Net Increase (Decrease) in Net Assets	<u>\$ -</u>	<u>\$ (302,845)</u>		<u>\$ (302,845)</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

95 Retirement of Indebtedness

	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
REVENUES				
Investment Income	\$ -	\$ 28,780	0.00%	\$ 28,780
Local Taxes - Debt Service	<u>10,314,514</u>	<u>10,566,490</u>	<u>102.44%</u>	<u>251,976</u>
Total	<u>10,314,514</u>	<u>10,595,270</u>	<u>102.72%</u>	<u>280,756</u>
EXPENDITURES				
Institutional Support	<u>3,940,000</u>	<u>2,903,219</u>	<u>73.69%</u>	<u>(1,036,781)</u>
Total	<u>3,940,000</u>	<u>2,903,219</u>	<u>73.69%</u>	<u>(1,036,781)</u>
TRANSFERS AMONG FUNDS:				
Transfers In	-	(2,684,916)	-	(2,684,916)
Transfers Out	<u>-</u>	<u>8,655,000</u>	<u>-</u>	<u>8,655,000</u>
Net Increase (Decrease) in Net Assets	<u>\$ 6,374,514</u>	<u>\$ 1,721,967</u>		<u>\$ (4,652,547)</u>

San Jacinto Community College District
Statement of Revenues, Expenditures and Changes In Net Assets
For the Ten Months Ended June 30, 2008

97 Investment in Plant

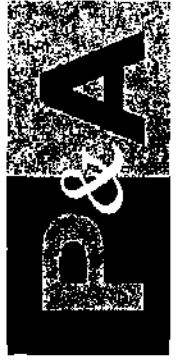
	<u>Adjusted Budget</u>	<u>Year-To-Date Actual (83%)</u>	<u>Percentage</u>	<u>Budget Variance</u>
EXPENDITURES				
Physical Plant	<u>\$ 7,035,000</u>	<u>\$ 5,322,624</u>	<u>75.66%</u>	<u>\$ (1,712,376)</u>
Total	<u>7,035,000</u>	<u>5,322,624</u>	<u>75.66%</u>	<u>(1,712,376)</u>
TRANSFERS AMONG FUNDS:				
Transfers In	<u>-</u>	<u>(8,655,000)</u>	<u>0.00%</u>	<u>8,655,000</u>
Net Increase (Decrease) in Net Assets	<u>\$ (7,035,000)</u>	<u>\$ 3,332,376</u>		<u>\$ 10,367,376</u>



Monthly Investment Report

June 30, 2008

PATTERSON & ASSOCIATES



1155 LAMAR - HOUSTON, TEXAS

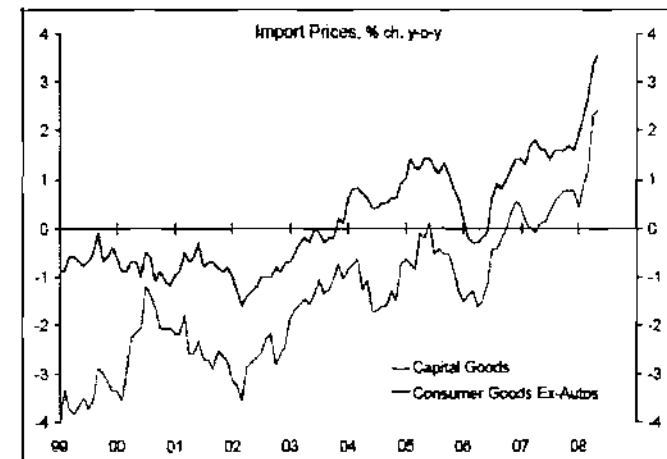
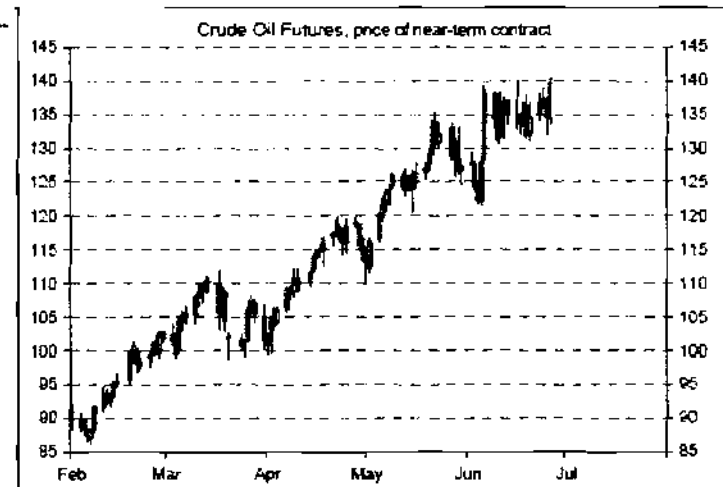
Commodities Soar and the Consumer Sulks

The soaring price of commodities is seen by all consumers, as oil continues on a historical climb. The rise in oil is tied to the weaker dollar and some unknown degree of speculation.

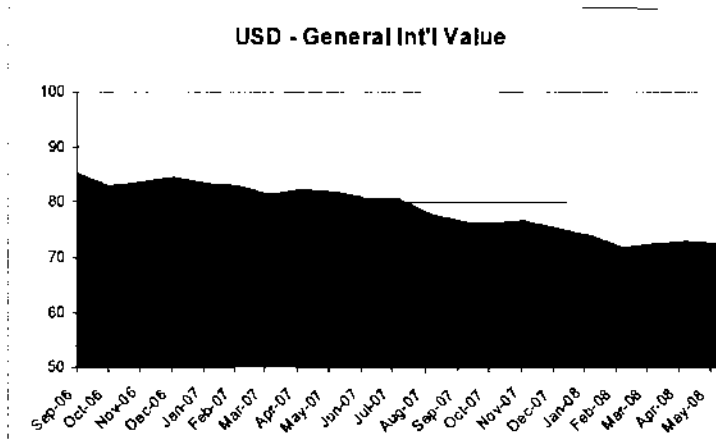
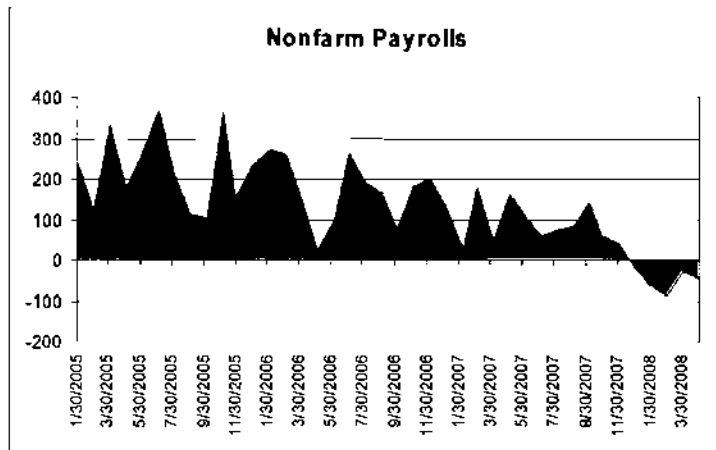
Oil is only one of many commodities decreasing the consumer's buying power and weakening confidence.

Food has raised a global inflation concern as the US breadbasket's greedy jump to corn for ethanol creates shortages worldwide. Beef will follow later this year,

High inflation and no easy answers has impacted confidence as well as trade. Exports are holding up the US economy while manufacturing falters on the inability to pass through higher prices to consumers.



Multiple Forces Make Fed Decisions More Difficult



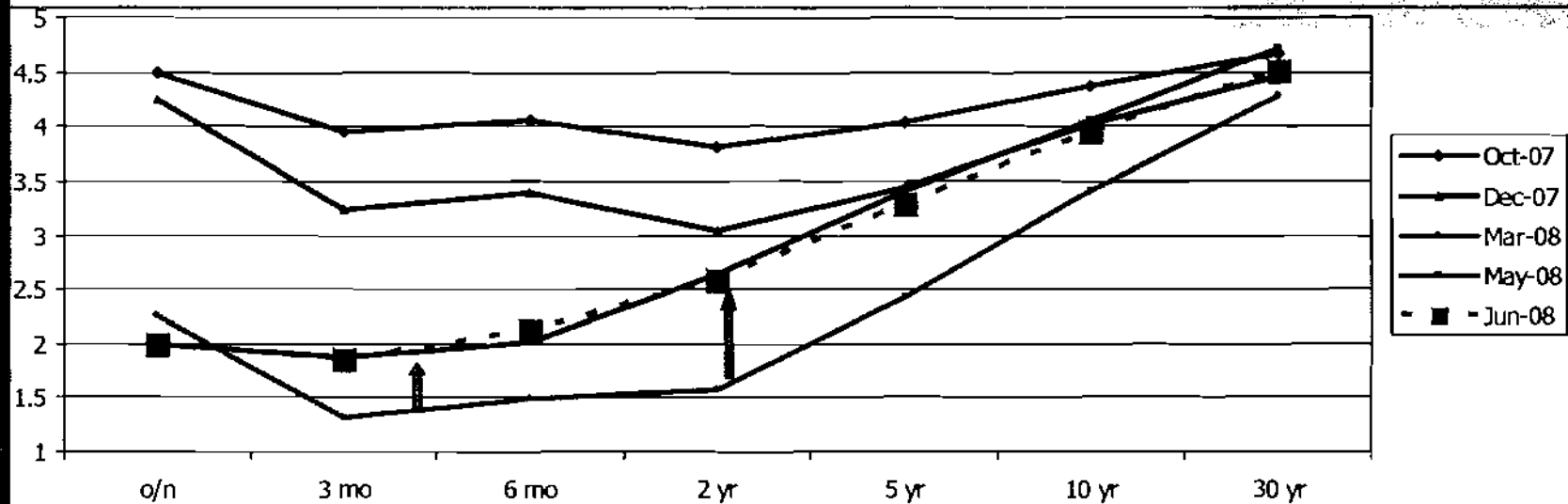
3 The key to future market and Fed moves may be in employment, which has decreased across most industries.

4 The weakening of employment raises inflation anxiety and stops consumer spending. The US dollar's buying power is eroding against most major world currencies.

The slowdown in consumer spending will heighten business caution, which then may slow the pace of capital investment. Without that investment, a speedy economic upturn is unlikely.

5 This quarter, the Fed has started to focus on inflation and the market anticipates a rate increase as a result. But, can rates rise without further damaging the economy and the dollar. They appear to be talking big and carrying a twig.

The Effect on the Yield Curve



- Although the volatility has been extreme in the stock markets and the dollar has reached new historic lows, the curve appears to have been stable.
- Stability has not been the story however with rates jumping up during the month. The entire curve moved up with a jump in the two-year area to 3% and the five year to 3.75% - but a worsening economic picture returned the curve to its May 1st levels.
- The curve through the credit markets continues to show a need for higher rates. Backups like the one seen this month are opportunities to buy in the shorter maturities to capture yields well above the pool and money fund levels.

Your Portfolio

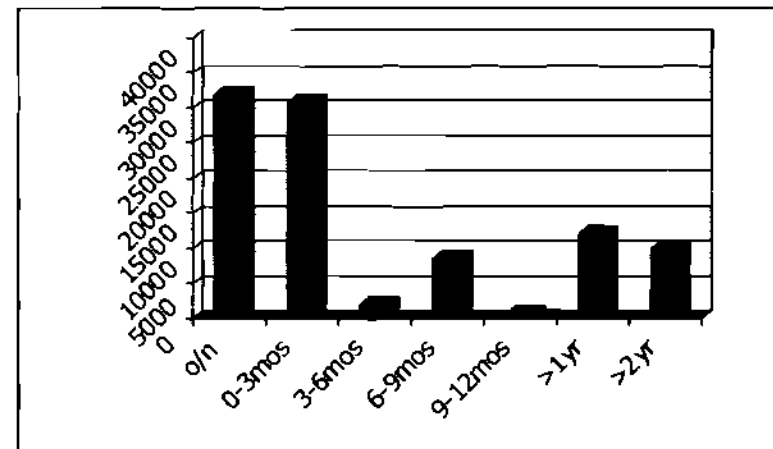
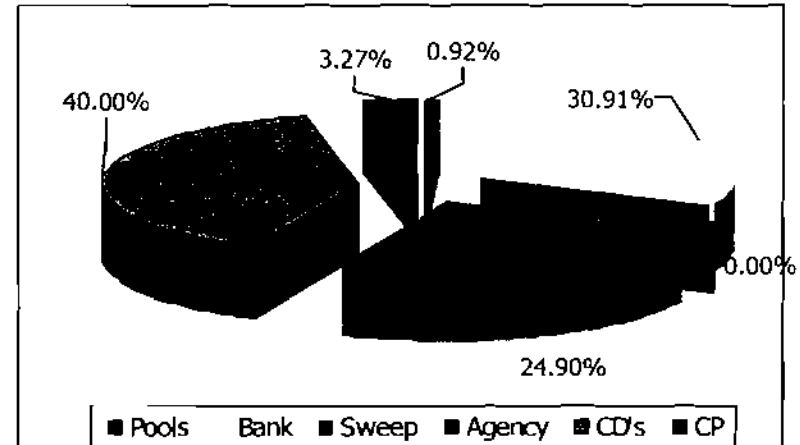
As of June 30, 2008



P&A constantly reviews your portfolio on the basis of its asset allocation and its weighted average maturity. A diversified portfolio can better adjust to volatile market conditions. The portfolio allocations change with market conditions also because of the shifting of market values.

When rates were dropping steadily, every opportunity to lock into yields was open for evaluation. Portfolios were extended, if a spread above pools and funds could be found.

Now, with the potential of higher yields, P&A is looking for short term value which will allow the portfolio to stay with and ahead of rates, but not lock into any yield which may be surpassed in the immediate future.






**San Jacinto Community College
Portfolio Management
Portfolio Summary
June 30, 2008**

Patterson & Associates
301 Congress Ave
Suite 570
Austin, TX, 78701

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Certificates of Deposit - CDARS	26,000,000.00	26,000,000.00	26,000,000.00	25.90	312	175	3.344
Passbook/Checking Accounts	1,562,131.53	1,562,131.53	1,562,131.53	1.56	1	1	0.001
Commercial Paper Disc. -Amortizing	3,300,000.00	3,288,226.33	3,285,579.01	3.27	180	57	2.837
Federal Agency Coupon Securities	25,000,000.00	24,976,854.26	24,996,094.62	24.90	908	747	3.444
Investment Pools/Money Markets	30,397,790.26	30,397,790.26	30,397,790.26	30.28	1	1	1.731
Viewpoint Bank CD's	14,156,516.44	14,156,516.44	14,156,516.44	14.10	176	44	3.110
Investments	100,416,438.23	100,381,518.82	100,398,111.86	100.00%	338	240	2.779
Cash and Accrued Interest							
Accrued Interest at Purchase		1,025.00	1,025.00				
Subtotal		1,025.00	1,025.00				
Total Cash and Investments	100,416,438.23	100,382,543.82	100,399,136.86		338	240	2.779

Total Earnings	June 30 Month Ending	Fiscal Year To Date
Current Year	233,219.66	2,915,418.34
Average Daily Balance	100,750,745.32	95,677,814.64

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



 Kenneth D. Lynn *CRA*, Vice Chancellor of Fiscal Affairs
 8/6/08

Reporting period 06/01/2008-06/30/2008

Run Date: 07/16/2008 - 13.28

Portfolio SJCC
AP
PM (PRF_PM1) 7.1.1
Report Ver. 7.1.4



**San Jacinto Community College
Summary by Type
June 30, 2008
Grouped by Fund**

Patterson & Associates
301 Congress Ave
Suite 570
Austin, TX, 78701
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Consolidated Portfolio						
Commercial Paper Disc. -Amortizing	2	3,300,000.00	3,285,579.01	3.27	2.837	57
Investment Pools/Money Markets	11	30,397,790.26	30,397,790.26	30.28	1.731	1
Federal Agency Coupon Securities	10	25,000,000.00	24,996,094.62	24.90	3.444	747
Passbook/Checking Accounts	2	1,562,131.53	1,562,131.53	1.56	0.001	1
Certificates of Deposit - CDARS	4	26,000,000.00	26,000,000.00	25.90	3.344	175
Viewpoint Bank CD's	1	14,156,516.44	14,156,516.44	14.10	3.110	44
Subtotal	30	100,416,438.23	100,398,111.86	100.01	2.779	240
Total and Average	30	100,416,438.23	100,398,111.86	100.00	2.779	240



**San Jacinto Community College
Fund GEN - Consolidated Portfolio
Investments by Fund
June 30, 2008**

Patterson & Associates
301 Congress Ave
Suite 570
Austin, TX, 78701

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Certificates of Deposit - CDARS											
1002473212	10061	TCB - Money Market	09/27/2007	6,000,000.00	6,000,000.00	6,000,000.00	4.969	4.900	4.968	09/25/2008	86
1003308096	10070	TCB - Money Market	03/27/2008	7,500,000.00	7,500,000.00	7,500,000.00	2.808	2.769	2.808	09/25/2008	86
1003337738	10071	TCB - Money Market	03/27/2008	7,500,000.00	7,500,000.00	7,500,000.00	2.808	2.769	2.808	03/26/2009	268
1003371499	10076	TCB - Money Market	04/03/2008	5,000,000.00	5,000,000.00	5,000,000.00	3.003	2.962	3.003	04/02/2009	275
Subtotal and Average				26,000,000.00	26,000,000.00	26,000,000.00		3.298	3.344		174
Passbook/Checking Accounts											
1390012195	10036	Bank of America Sweep	09/01/2007	5,150.25	5,150.25	5,150.25	0.272	0.268	0.271		1
707759338	10062	JPM - Operating	09/01/2007	1,556,981.28	1,556,981.28	1,556,981.28					1
Subtotal and Average				1,562,131.53	1,562,131.53	1,562,131.53		0.001	0.001		1
Commercial Paper Disc. -Amortizing											
02581RHT3	10068	American Express CP	02/29/2008	1,642,815.63	1,650,000.00	1,643,922.50		2.788	2.827	08/27/2008	57
36959RHT5	10067	General Elec Cap Services CP	02/29/2008	1,642,763.38	1,650,000.00	1,644,303.83		2.808	2.847	08/27/2008	57
Subtotal and Average				3,285,579.01	3,300,000.00	3,288,226.33		2.799	2.837		57
Federal Agency Coupon Securities											
3133XHAC6	10016	Federal Home Loan Bank	10/27/2006	2,000,000.00	2,000,000.00	2,023,750.00	5.150	5.081	5.152	12/29/2008	181
3133XHNL2	10024	Federal Home Loan Bank	11/20/2006	2,002,557.37	2,000,000.00	2,017,500.00	5.250	5.074	5.144	11/03/2009	490
3128X7JK1	10073	Federal Home Loan Mtg Corp	04/14/2008	1,000,000.00	1,000,000.00	992,673.04	3.250	3.205	3.250	04/14/2011	1,017
3128X7FB5	10074	Federal Home Loan Mtg Corp	04/15/2008	999,767.59	1,000,000.00	984,338.99	3.500	3.460	3.508	04/15/2011	1,018
3128X7SC9	10077	Federal Home Loan Mtg Corp	05/22/2008	3,000,000.00	3,000,000.00	2,986,092.23	3.000	2.958	2.999	05/20/2011	1,053
31359ME74	10017	Federal National Mtg Assn	02/09/2007	1,000,014.35	1,000,000.00	1,012,187.50	5.000	4.927	4.995	01/23/2009	206
31398APP1	10072	Federal National Mtg Assn	04/03/2008	2,993,755.31	3,000,000.00	2,970,937.50	3.150	3.202	3.247	04/01/2011	1,004
3136F9HY2	10075	Federal National Mtg Assn	04/21/2008	5,000,000.00	5,000,000.00	4,992,187.50	2.750	2.712	2.750	04/21/2010	659
3136F9QK2	10078	Federal National Mtg Assn	05/27/2008	5,000,000.00	5,000,000.00	5,001,562.50	3.000	2.958	3.000	05/27/2010	695
3136F9UM3	10079	Federal National Mtg Assn	06/16/2008	2,000,000.00	2,000,000.00	1,995,625.00	3.125	3.082	3.125	06/16/2011	1,080
Subtotal and Average				24,996,084.62	25,000,000.00	24,976,854.26		3.397	3.444		747
Investment Pools/Money Markets											
999999992	10033	LSIP - Corp	09/01/2007	148,544.13	148,544.13	148,544.13	2.440	2.406	2.440		1

Portfolio SJCC
AP
FI (PRF_FI) 7.1.1
Report Ver. 7.1.4

Fund GEN - Consolidated Portfolio
Investments by Fund
June 30, 2008

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Investment Pools/Money Markets											
708340211	10064	JPM - Debt Service	12/05/2007	3,690,907.40	3,690,907.40	3,690,907.40	1.737	1.713	1.736		1
707759304	10063	JPM - FT4Disbursements	09/01/2007	426,006.74	426,006.74	426,006.74	0.203	0.199	0.202		1
707759296	10069	JPM - Federal Programs	02/12/2008	0.00	0.00	0.00					1
707759312	10055	JPM - GOB 2004	09/01/2007	305,848.40	305,848.40	305,848.40	3.876	3.823	3.876		1
2330696424	10054	JPM - GOB 2007	09/01/2007	4,004,890.31	4,004,890.31	4,004,890.31	1.488	1.467	1.488		1
999999993	10034	LSIP - Plus	09/01/2007	186,259.95	186,259.95	186,259.95	2.250	2.219	2.250		1
707759320	10035	JPM - Money Market	09/01/2007	21,032,174.82	21,032,174.82	21,032,174.82	1.745	1.720	1.744		1
999999997	10037	MNB - Operating	09/01/2007	9,342.21	9,342.21	9,342.21	2.560	2.524	2.560		1
999999996	10038	TCB - Money Market	09/26/2007	3,359.49	3,359.49	3,359.49	0.400	0.394	0.400		1
999999991	10032	TexPool	09/01/2007	590,456.81	590,456.81	590,456.81	2.513	2.478	2.512		1
Subtotal and Average				30,397,790.26	30,397,790.26	30,397,790.26	1.707	1.731			1
Viewpoint Bank CD's											
200559388	10066	Viewpoint Bank	02/20/2008	14,156,516.44	14,156,516.44	14,156,516.44	3.110	3.067	3.110	08/14/2008	44
Subtotal and Average				14,156,516.44	14,156,516.44	14,156,516.44	3.067	3.110			44
Total Investments and Average				100,398,111.86	100,416,438.23	100,381,518.82	2.741	2.779			239



**San Jacinto Community College
Cash Reconciliation Report
For the Period June 1, 2008 - June 30, 2008
Grouped by Fund**

Patterson & Associates
301 Congress Ave
Suite 570
Austin, TX, 78701
-

INVESTMENT REPRESENTATIVE

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Consolidated Portfolio											
06/16/2008	10079	GEN	Purchase	3136F9UM3	2,000,000.00	FNMA 2.0M 3.13% Mat. 06/16/2011	06/16/2011	-2,000,000.00	0.00	0.00	-2,000,000.00
06/29/2008	10016	GEN	Interest	3133XHAC6	2,000,000.00	FHLB 2.0M 5.15% Mat. 12/29/2008	12/29/2008	0.00	51,500.00	0.00	51,500.00
06/30/2008	10066	GEN	Interest	200559388	14,000,000.00	VPB 14.0M 3.11% Mat. 08/14/2008	08/14/2008	0.00	35,995.75	0.00	35,995.75
06/30/2008	10066	GEN	Interest	200559388	14,000,000.00	VPB 14.0M 3.11% Mat. 08/14/2008	08/14/2008	-35,995.75	0.00	0.00	-35,995.75
Subtotal								-2,035,995.75	87,495.75	0.00	-1,948,500.00
Total								-2,035,995.75	87,495.75	0.00	-1,948,500.00



**San Jacinto Community College
Interest Earnings
Sorted by Fund - Fund
June 1, 2008 - June 30, 2008
Yield on Average Book Value**

Patterson & Associates
301 Congress Ave
Suite 570
Austin, TX, 78701

CUSIP	Investment #	Fund	Issuer	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Consolidated Portfolio												
3133XHAC6	10016	GEN	FHLB	2,000,000.00	2,000,000.00	2,000,000.00	12/29/2008	5.150	5.222	8,583.33	0.00	8,583.33
31359ME74	10017	GEN	FNMA	1,000,000.00	1,000,016.48	1,000,015.38	01/23/2009	5.000	5.067	4,166.66	-2.13	4,164.53
3133XHNL2	10024	GEN	FHLB	2,000,000.00	2,002,716.54	2,002,634.30	11/03/2009	5.250	5.219	8,750.00	-159.17	8,590.83
999999991	10032	GEN	TXPOOL	590,456.81	758,371.42	758,523.11		2.513	7.299	4,550.56	0.00	4,550.56
999999992	10033	GEN	CORP	148,544.13	148,247.06	148,256.96		2.440	2.438	297.07	0.00	297.07
999999993	10034	GEN	LIQ+	186,259.95	185,917.72	185,929.13		2.250	2.239	342.23	0.00	342.23
707759320	10035	GEN	MM	21,032,174.82	24,044,207.10	24,045,279.59		1.745	1.628	32,174.82	0.00	32,174.82
1390012195	10036	GEN	BAS	5,150.25	68,003.02	42,173.54		0.272	0.263	9.13	0.00	9.13
2330696424	10054	GEN	GO2007	4,004,890.31	4,024,251.00	4,024,414.41		1.488	1.482	4,902.31	0.00	4,902.31
707759312	10055	GEN	GO2004	305,848.40	312,933.44	312,966.11		3.876	3.810	980.00	0.00	980.00
1002473212	10061	GEN	TXCIT	6,000,000.00	6,000,000.00	6,000,000.00	09/25/2008	4.969	4.969	24,502.50	0.00	24,502.50
999999997	10037	GEN	MOODY	9,342.21	9,302.37	9,323.19		2.560	2.474	18.96	0.00	18.96
707759304	10063	GEN	FED	426,006.74	50,519.07	75,550.96		0.203	0.302	18.76	0.00	18.76
708340211	10064	GEN	DS	3,690,907.40	3,693,429.88	3,693,605.62		1.737	1.737	5,272.31	0.00	5,272.31
999999996	10038	GEN	TXCIT	3,359.49	3,358.39	3,358.43		0.400	0.399	1.10	0.00	1.10
200559388	10066	GEN	VPB	14,156,516.44	14,120,520.69	14,121,720.55	08/14/2008	3.110	3.101	35,995.75	0.00	35,995.75
36959RHT5	10067	GEN	GECS	1,650,000.00	1,638,954.63	1,640,922.48	08/27/2008		2.824	0.00	3,808.75	3,808.75
02581RHT3	10068	GEN	AMEXCP	1,650,000.00	1,639,034.38	1,640,988.02	08/27/2008		2.804	0.00	3,781.25	3,781.25
1003308096	10070	GEN	TXCIT	7,500,000.00	7,500,000.00	7,500,000.00	09/25/2008	2.808	2.808	17,310.31	0.00	17,310.31
1003337738	10071	GEN	TXCIT	7,500,000.00	7,500,000.00	7,500,000.00	03/26/2009	2.808	2.808	17,310.10	0.00	17,310.10
31398APP1	10072	GEN	FNMA	3,000,000.00	2,993,001.45	2,993,419.94	04/01/2011	3.150	3.483	7,875.00	693.86	8,568.86
3128X7JK1	10073	GEN	FHLMC	1,000,000.00	1,000,000.00	1,000,000.00	04/14/2011	3.250	3.295	2,708.33	0.00	2,708.33
3128X7FB5	10074	GEN	FHLMC	1,000,000.00	999,760.65	999,764.24	04/15/2011	3.500	3.556	2,916.67	6.94	2,923.61
3136F9HY2	10075	GEN	FNMA	5,000,000.00	5,000,000.00	5,000,000.00	04/21/2010	2.750	2.788	11,458.33	0.00	11,458.33
1003371499	10076	GEN	TXCIT	5,000,000.00	5,000,000.00	5,000,000.00	04/02/2009	3.003	3.003	12,341.75	0.00	12,341.75
3128X7SC9	10077	GEN	FHLMC	3,000,000.00	3,000,000.00	3,000,000.00	05/20/2011	3.000	3.042	7,500.00	0.00	7,500.00
3136F9QK2	10078	GEN	FNMA	5,000,000.00	5,000,000.00	5,000,000.00	05/27/2010	3.000	3.042	12,500.00	0.00	12,500.00
3136F9UM3	10079	GEN	FNMA	2,000,000.00	0.00	1,000,000.00	06/16/2011	3.125	3.168	2,604.17	0.00	2,604.17
Subtotal				98,858,456.95	99,692,605.29	100,698,845.94		2.818		225,090.15	8,129.50	233,219.65

San Jacinto Community College
 Interest Earnings
 June 1, 2008 - June 30, 2008

CUSIP	Investment #	Fund	Issuer	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
			Total	98,859,456.95	99,692,605.29	100,698,845.94			2.818	225,090.15	8,129.50	233,219.65



**San Jacinto Community College
Amortization Schedule
June 1, 2008 - June 30, 2008
Sorted By Fund - Fund**

Patterson & Associates
301 Congress Ave
Suite 570
Austin, TX, 78701

Investment #	Maturity Date	Beginning Par Value				Amounts Amortized				
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 06/01/2008	Amount Amortized This Period	Amt Amortized Through 06/30/2008	Amount Unamortized Through 06/30/2008
Consolidated Portfolio										
10068	GEN	08/27/2008	1,650,000.00	1,627,312.50	-22,687.50	1,642,816.63	11,721.88	3,781.25	15,503.13	-7,184.37
American Express CP							-10,965.62			
10024	GEN	11/03/2009	2,000,000.00	2,005,640.00	5,640.00	2,002,557.37	-2,923.46	-159.17	-3,082.63	2,557.37
Federal Home Loan Bank			5.250				2,716.54			
10074	GEN	04/15/2011	1,000,000.00	999,750.00	-250.00	999,767.59	10.65	6.94	17.59	-232.41
Federal Home Loan Mtg Corp			3.500				-239.35			
10017	GEN	01/23/2009	1,000,000.00	1,000,050.00	50.00	1,000,014.35	-33.52	-2.13	-35.65	14.35
Federal National Mtg Assn			5.000				16.48			
10072	GEN	04/01/2011	3,000,000.00	2,991,720.00	-8,280.00	2,993,755.31	1,341.45	693.86	2,035.31	-6,244.69
Federal National Mtg Assn		04/01/2009	3.150				-6,938.55			
10067	GEN	08/27/2008	1,650,000.00	1,627,147.50	-22,852.50	1,642,763.38	11,807.13	3,808.75	15,615.88	-7,236.62
General Elec Cap Services CP							-11,045.37			
			Subtotal	10,251,620.00	-48,380.00	10,281,673.63	21,924.13	8,129.50	30,053.63	-18,326.37
							-26,455.87			
			Total	10,251,620.00	-48,380.00	10,281,673.63	21,924.13	8,129.50	30,053.63	-18,326.37
							-26,455.87			



**San Jacinto Community College
Projected Cashflow Report**

Patterson & Associates
301 Congress Ave
Suite 570
Austin, TX, 78701

Sorted by Fund

For the Period July 1, 2008 - January 31, 2009

Projected Trans. Date	Investment #	Fund	Secura ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
Consolidated Portfolio										
07/23/2008	10017	GEN	31359ME74	Interest	Federal National Mtg Assn	1,000,000.00	1,000,050.00	0.00	25,000.00	25,000.00
08/27/2008	10067	GEN	36959RHT5	Maturity	General Elec Cap Services CP	1,650,000.00	1,627,147.50	1,650,000.00	0.00	1,650,000.00
08/27/2008	10068	GEN	02581RHT3	Maturity	American Express CP	1,650,000.00	1,627,312.50	1,650,000.00	0.00	1,650,000.00
09/25/2008	10061	GEN	1002473212	Maturity	TCB - Money Market	6,000,000.00	6,000,000.00	6,000,000.00	297,297.00	6,297,297.00
09/25/2008	10070	GEN	1003308096	Maturity	TCB - Money Market	7,500,000.00	7,500,000.00	7,500,000.00	105,015.88	7,605,015.88
10/01/2008	10072	GEN	31398APP1	Interest	Federal National Mtg Assn	3,000,000.00	2,991,720.00	0.00	47,250.00	47,250.00
10/14/2008	10073	GEN	3128X7JK1	Interest	Federal Home Loan Mtg Corp	1,000,000.00	1,000,000.00	0.00	16,250.00	16,250.00
10/15/2008	10074	GEN	3128X7FB5	Interest	Federal Home Loan Mtg Corp	1,000,000.00	999,750.00	0.00	17,500.00	17,500.00
10/21/2008	10075	GEN	3136F9HY2	Interest	Federal National Mtg Assn	5,000,000.00	5,000,000.00	0.00	68,750.00	68,750.00
11/03/2008	10024	GEN	3133XHNL2	Interest	Federal Home Loan Bank	2,000,000.00	2,005,640.00	0.00	52,500.00	52,500.00
11/20/2008	10077	GEN	3128X7SC9	Interest	Federal Home Loan Mtg Corp	3,000,000.00	3,000,000.00	0.00	45,000.00	45,000.00
11/27/2008	10078	GEN	3136F9QK2	Interest	Federal National Mtg Assn	5,000,000.00	5,000,000.00	0.00	75,000.00	75,000.00
12/16/2008	10079	GEN	3136F9UM3	Interest	Federal National Mtg Assn	2,000,000.00	2,000,000.00	0.00	31,250.00	31,250.00
12/29/2008	10016	GEN	3133XHAC6	Maturity	Federal Home Loan Bank	2,000,000.00	2,000,000.00	2,000,000.00	51,500.00	2,051,500.00
01/23/2009	10017	GEN	31359ME74	Maturity	Federal National Mtg Assn	1,000,000.00	1,000,050.00	1,000,000.00	25,000.00	1,025,000.00
Total for Consolidated Portfolio						42,800,000.00	42,751,670.00	19,800,000.00	857,312.88	20,657,312.88
GRAND TOTALS:						42,800,000.00	42,751,670.00	19,800,000.00	857,312.88	20,657,312.88

Action Item "VII"
Regular Board Meeting August 11, 2008
Consideration of Budget Amendment

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve an amendment to the 2007-2008 budget for restricted revenue and expenses relating to federal and state grants.

BACKGROUND

State and Federal grant activity is ongoing as amendments to currently active grants are processed and new grants are awarded. In order to fund the instructional objectives of the grants, grant operating budgets must be established in a timely manner. This request for a budget amendment reflects the additions to restricted revenues and restricted expenses as a result of amendments and new awards received during the month of July, 2008.

IMPACT OF THIS ACTION

Approval of the budget amendment will allow the District staff to make fully operational the additionally funded award amounts.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Restricted revenues and restricted expenses will each be increased by zero, so the net impact on the District budget is zero. Existing staff and any additional staff provided for in the amendment are fully paid from grant funds.

MONITORING AND REPORTING TIMELINE

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

ATTACHMENTS

Attachment 1- Budget Amendments 08-11-2008
Attachment 2- AUG 08 Board Book - Grant Detail

RESOURCE PERSONNEL

Ken Lynn	281.998.6306	kenneth.lynn@sjcd.edu
Kelly Chapman Simons	281.998.6123	kelly.simons@sjcd.edu

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Federal, State, and Local Grant Amendments
August 11, 2008

	Fund	Org.	Account	Prog.	Amount (Decrease) Increase
<u>Small Business Development Center - Cash Match (Additional Fund)</u>					
Local Fund Revenue	265786	56750	554100	110000	(10,625)
Non-Instr Labor-Staff	265786	56750	612000	320400	5,516
Insurance	265786	56750	651000	320400	1,351
Travel	265786	56750	721000	320400	<u>3,758</u>
					\$ -
<u>NASA Strategic Education Alliance Grant - PSTI Program Income (Additional Fund)</u>					
Local Fund Revenue	265614	56700	554300	110000	(550)
Supplies	265614	56700	711000	660917	<u>550</u>
					-
<u>THECB - Fostering Accelerated Student Grant - FAST (New Grant)</u>					
State Fund Revenue	245132	56700	554200	110000	(75,000)
Contractual Svc	245132	56700	731000	460926	300
Student Aid	245132	56700	751000	460926	<u>74,700</u>
					-
<u>THECB - Fostering Accelerated Student Grant - FAST (Deobligated)</u>					
State Fund Revenue	245132	56700	554200	110000	75,000
Contractual Svc	245132	56700	731000	460926	(300)
Student Aid	245132	56700	751000	460926	<u>(74,700)</u>
					-
<u>NSF NaMAS Grant - Program Income (Additional Fund)</u>					
Local Fund Revenue	265607	56700	554300	110000	(625)
Supplies	265607	56700	711000	660917	<u>625</u>
					-
<u>DOL/TWC Summer Merit Program Grant (New Grant)</u>					
Federal Fund Revenue	213309	56700	554100	110000	(52,500)
Contractual Svc	213309	56700	731110	460926	12,000
Contractual Svc	213309	56700	731120	460926	38,000
Indirect Cost	213309	66395	731500	460926	<u>2,500</u>
					-
<u>THECB - College G Force Workstudy (New Grant)</u>					
State Fund Revenue	245133	56700	554200	110000	(25,000)
PT- Institutional	245133	56700	614100	460926	24,080
Insurance	245133	56700	651000	460926	<u>920</u>
					-

DOE/THECB - District 44 Basic Carl Perkins Reserve Grant (New Grant)

Federal Fund Revenue	218171	56700	554100	110000	(9,500)
Contractual Svc	218171	56700	731000	160912	9,500
Local Fund Revenue	265486	56700	554100	110000	(500)
Indirect Cost	265486	56700	731500	160912	<u>500</u>

TEA/CCISD Early College High School Grant Program (Grant Year 2 Fund)

State Fund Revenue	240203	56700	554200	110000	(33,000)
PT- Institutional	240203	56700	614100	460926	30,000
Insurance	240203	56700	651000	460926	<u>3,000</u>

DOL/TWC SDF Aerospace Consortium Grant (New Grant)

Federal Fund Revenue	213305	56700	554100	110000	(722,352)
Non-Instr Labor-Staff	213305	56700	612000	160912	61,400
Insurance	213305	56700	651000	160912	17,192
Supplies	213305	56700	711000	160912	3,000
Travel	213305	56700	721000	160912	1,800
Contractual Svc	213305	56700	731000	160912	544,740
Indirect Cost	213305	66395	731500	160912	<u>94,220</u>

NASA Strategic Education Alliance Grant (Additional Fund)

Federal Fund Revenue	214326	56700	554100	110000	(325,940)
Non-Instr Labor-Staff	214326	56700	612000	460913	79,918
Insurance	214326	56700	651000	460913	5,656
Travel	214326	56700	721000	460913	1,875
Travel	214326	56700	721000	160912	4,375
Travel	214326	56700	721000	160927	49,079
Contractual Svc	214326	56700	731000	460913	1,389
Contractual Svc	214326	56700	731000	660945	155,412
Indirect Cost	260407	56700	731500	460913	<u>28,236</u>

TWC - Meeting Industries' Critical Workforce Needs Grant - Aerospace Workforce

Innovation Network (Budget Amendment)

Local Fund Revenue	265443	56700	516505	110000	24,338
Indirect Cost	265443	56700	731500	660945	<u>(24,338)</u>

DOL/TWC/Lee College - Gulf Coast Petrochemical Information Network (New Grant)

Federal Fund Revenue	213386	56700	554100	110000	(107,905)
Student Aid	213386	56700	751000	360930	107,905

Net Increase (Decrease)

\$ -

August 08 Board Book – Grant Amendments Detail List

Small Business Development Center - Cash Match (Additional Fund)

This cash match contribution as a match to the additional federal fund is to cover the payroll and benefits increase in FY08 for full-time employees at the Small Business Development Center. In addition this fund allows the SBDC staff to attend the National ASBDC Conference in Chicago this fall. It also provides a marketing budget to build awareness within the entrepreneurial community of the SBDC services.

NASA Strategic Education Alliance Grant - PSTI Program Income (Additional Fund)

The Pre-Serve Teacher Institute Program (PSTI) is a part of the NASA SEA Grant. The PSTI program generates income to be used for support of participants.

THECB - Fostering Accelerated Student Grant - FAST (New Grant)

This grant fund is to recruit prospective students in math and reading courses. These courses will provide them contextual skills, along with the skills needed in time and stress management, critical thinking, commitment and communication to be successful in college.

THECB - Fostering Accelerated Student Grant - FAST (De-Obligated)

The project director of this grant decided to not conduct this funded program.

NSF NaMAS Grant - Program Income (Additional Fund)

This program income is to support NSF NaMAS Grant – Summer Robotic Workshop for the participants.

DOL/TWC Summer Merit Program Grant (New Grant)

This grant fund is to provide scholarships for Texas middle school or high school students who are at least 14 years of age, to increase the number of students served in its Science, Technology, Engineering, and Math skills-related summer study program.

THECB - College G Force Work-Study (New Grant)

This grant fund is to provide mentoring, tutoring, and basic skills development in our local areas of career and educational planning and will promote the value of higher education for students at participating high schools. The duties of the mentor will vary depending on the needs of the participating high school and students.

DOE/THECB - District 44 Basic Carl Perkins Reserve Grant (New Grant)

This grant fund is to increase participation of under-represented gender, non-traditional students in non-traditional programs at SJC.

TEA/CCISD Early College High School Grant Program (Grant Year 2 Fund)

This grant fund is for a second year of the grant program. This grant program is to support the design expansion/redesign of a small school to increase student achievement by engaging and consulting students through high school and college level.

DOL/TWC SDF Aerospace Consortium Grant (New Grant)

This grant fund is to train workers who support three programs run by the NASA JSC. It will help to transition workers from sustainment, engineering, and operations functions and to train them to be able to support the design, development, and implementation of the newest project.

NASA Strategic Education Alliance Grant (Additional Fund)

This grant fund is to support costs for additional workshops, program managers, necessary supplies, and costs for extensive Texas Aerospace Scholars program.

TWC - Meeting Industries' Critical Workforce Needs Grant - Aerospace Workforce Innovation Network (Budget Amendment)

This budget amendment is to accommodate Bay Area Houston Economic Partnership administrative expenses.

DOL/TWC/Lee College - Gulf Coast Petrochemical Information Network (New Grant)

This grant fund is to provide contracted services allowed by the Workforce Investment Act resulting in the development of effective, employer-driven education and training opportunities that will provide a skilled workforce pipeline to meet the short or long term needs of the targeted industry cluster; and the development of career opportunities for individuals at various skills levels, including new workers interested in pursuing career in the targeted industry cluster occupations.

Action Item “VIII”
Regular Board Meeting August 11, 2008
Consideration of Approval of Memorandum of Understanding

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a Memorandum of Understanding between San Jacinto Community College District and University of Texas of the Permian Basin (Seamless Student Transfer) SST Program

BACKGROUND

San Jacinto Community College District and the University of Texas of the Permian Basin enter into this memorandum of understanding in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning. Each institution is dedicated to serving students from all walks of life, regardless of race, ethnicity, religion, sex, disability, color, age, family status, national origin or other non-merit factors.

IMPACT OF THIS ACTION

Memorandum of understanding between San Jacinto Community College District and University of Texas of the Permian Basin is important in serving the transfer needs of the College’s students. The purpose of this agreement is to enable San Jac students who transfer to University of Texas of the Permian Basin to carry with them the credits that they have already earned.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

This memorandum of understanding will enhance College marketing and recruitment efforts.

MONITORING AND REPORTING TIMELINE

N/A

ATTACHMENTS

Attachment 1 - Memorandum of Understanding

RESOURCE PERSONNEL

Dr. Laurel V. Williamson 281-998-6182 laurel.williamson@sjcd.edu

Dr. Catherine O’Brien 281-998-6318 catherine.obrien@sjcd.edu

Action Item “IX”
Regular Board Meeting August 11, 2008
Consideration of Approval of Order Authorizing the Issuance
of \$80 million of Series 2008 General Obligation Bonds

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the order authorizing the issuance of \$80 million of Series 2008 General Obligation bonds and authorizing the Vice Chancellor of Fiscal Affairs to approve the amount, interest rate, price, terms and other provisions thereof.

BACKGROUND

The May 10, 2008 bond referendum providing for the issuance of \$295 million of general obligation bonds for College facilities was approved by the voters by a margin of 3,335 votes “Yes” to 1,363 votes “No”. Supporting the call for the election is the 2008 Facilities Master Plan which identified the facility needs of the College in priority order. Among the top construction priorities were the Science Building and the Allied Health Science building addition on the Central campus, the Allied Health / Science building and the Spencer addition on the North campus, and, the Science / Allied Health building and the Longenecker addition on the South campus. Construction of these facilities in particular is necessary to meet instructional capacity needs in the science and allied health curriculums.

In order to provide funds for architectural design, site work, infrastructure upgrades, facility programming and other construction activities, the administration is recommending that the Board of Trustees approve an initial issuance of \$80 million of the \$295 million bond authorization.

IMPACT OF THIS ACTION

Adoption of this order by the Board of Trustees will allow the College to pay for pre-construction activities and to provide funds to begin construction activity.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Based on pre-bid cost estimates developed by the College construction department, the \$80 million issuance will provide funding for construction activities through the spring of 2010 (estimated). The College anticipates subsequent bond issues in 2010 and 2012. Those dates will be monitored and adjusted, if necessary, according to construction schedules and spending patterns.

MONITORING AND REPORTING TIMELINE

The Board will receive a monthly construction spending report as a routine part of the monthly financial reporting system.

ATTACHMENTS

Attachment 1 – Bond Order

RESOURCE PERSONNEL

Ken Lynn 281.998.6306 kenneth.lynn@sjcd.edu

ORDER AUTHORIZING THE ISSUANCE OF SAN JACINTO COMMUNITY COLLEGE DISTRICT LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2008; AUTHORIZING THE VICE CHANCELLOR OF FISCAL AFFAIRS TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, AND TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND CHAMBERS §
SAN JACINTO COMMUNITY COLLEGE DISTRICT §

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at an election held in the San Jacinto Community College District on the 10th day of May, 2008 (the "Election"); and

WHEREAS the Board of Trustees of the District does hereby determine that bonds in the amount of [\$80,000,000] should be issued as a portion and the first installment of the \$295,000,000 in bonds voted at the Election mentioned above, leaving the remaining [\$215,000,000] to be issued, sold and delivered at a later date, all as described in more detail in Section 3 of this Order; and

WHEREAS, the District is a junior college district that has a total head count enrollment of 40,000 or more based on enrollment in the most recent regular semester, and therefore qualifies as an "Issuer" under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to Chapter 1371.053, Texas Government Code, the District desires to delegate the authority to effect the sale of the Bonds to the Vice Chancellor of Fiscal Affairs; Now, Therefore

BE IT ORDERED BY THE BOARD OF TRUSTEES OF SAN JACINTO COMMUNITY COLLEGE DISTRICT:

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

2. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

"Blanket Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the District, the Registrar and DTC.

"Bond Purchase Agreement" means the agreement between the District and the Underwriters described in Section 24 of this Order.

“Bonds” means the San Jacinto Community College District Limited Tax General Obligation Bonds, Series 2008, authorized in this Order, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Debt Service Fund” means the interest and sinking fund for payment of the Bonds established by the District in Section 21 of this Order.

“District” means the San Jacinto Community College District.

“Initial Bond” means the Initial Bond authorized by Section 5.

“Interest Payment Date”, when used in connection with any Bond, means each February 15 and August 15 thereafter until maturity or earlier redemption, commencing on February 15, 2009.

“MSRB” means the Municipal Securities Rulemaking Board.

“NRMSIR” means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

“MSRB” means the Municipal Securities Rulemaking Board.

“NRMSIR” means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

“Officers Pricing Certificate” means a certificate signed by the Vice Chancellor of Fiscal Affairs and containing the information regarding the Bonds specified in Sections 4, 5 and 6 hereof.

“Order” as used herein and in the Bonds means this order authorizing the Bonds.

“Owner” means any person who shall be the registered owner of any outstanding Bond.

“Record Date” means, for any Interest Payment Date, the close of business as of the last Business Day of the month next preceding each Interest Payment Date.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“Registrar” means Wells Fargo Bank, N.A., and its successors in that capacity.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“SID” means The Municipal Advisory Council of Texas, which has been designated by the State of Texas as, and determined by the SEC staff to be, a state information depository within the meaning of the Rule.

“Underwriters” mean First Southwest Company, Estrada Hinojosa & Company, Inc., Southwest Securities, Rameriz & Co. and SAMCO Capital Markets.

“Vice Chancellor of Fiscal Affairs” means Kenneth Lynn, or such other person serving the District as a successor in that capacity.

3. Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, including any premium counted against voted authorized, not to exceed [\$80,000,000] for the purpose of the construction and equipment of school buildings in the District, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 130.122 of the Texas Education Code, as amended.

4. Date, Denomination, Interest Rates, and Maturities. The Bonds shall be designated as “SAN JACINTO COMMUNITY COLLEGE DISTRICT LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2008”, and shall be dated as set out in the Officers Pricing Certificate.

5. Initial Bond; Numbers and Denominations. The Bonds shall mature on the maturity date in each of the years and in the amounts set out in the Officers Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, if any, set out in the Officers Pricing Certificate and shall bear interest from their dated date at the rates set out in the Officers Pricing Certificate payable on each August 15 and February 15 commencing on February 15, 2009. The Initial Bond shall be numbered I-1 and all other Bonds shall be numbered in sequence beginning with R-1. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

6. Selling and Delivering Bonds. (a) As authorized by Section 1371.053, Texas Government Code, as amended, the Vice Chancellor of Fiscal Affairs is hereby authorized to act on behalf of the District through a date 180 days from the date of this Order, in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including

without limitation determining the price at which the Bonds will be sold, the dated date, the issuance date, the initial interest payment date for the Bonds, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, any mandatory sinking fund redemption provisions for the Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officers Pricing Certificate; provided that:

- (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;
- (ii) the net effective interest rates on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; and
- (iii) the sum of the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3 hereof, plus any net premium from the sale of the Bonds, must be sufficient to provide amounts necessary to fund the costs and expenses of the Bonds and the estimated costs of issuance of the Bonds, including underwriters' discount.

7. Execution and Registration of Bonds. (a) The Bonds shall be signed by the Chair or Vice Chair of the Board and countersigned by the Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) If any officer of the District whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bond, payable in stated installments to the Underwriters or their designee, executed by manual or facsimile signature of the Chair or Vice

Chair and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and definitive Bonds shall be delivered to DTC.

8. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the operations office of the Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

9. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

10. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

11. Book-Entry Only System. (a) The Initial Bond shall be registered in the name of First Southwest Company. Except as provided in Section 12 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or

to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

12. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

13. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

14. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

15. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its operations office in Minneapolis, Minnesota. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the operations office of the Registrar, in Minneapolis, Minnesota, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the operations office of the Registrar in Minneapolis, Minnesota, for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

16. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a

replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

17. Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

18. Redemption; Defeasance. The Bonds may be subject to redemption as set forth in the Form of Bond in this Order.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

19. Forms. The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to the Initial Bond, the form of the Registrar's Authentication Certificate, the form of Assignment, and the form of Statement of Insurance, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be required by the Officers Pricing Certificate, necessary or desirable and not prohibited by this Order:

(a) Form of Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF HARRIS AND CHAMBERS

REGISTERED
NUMBER

REGISTERED
DENOMINATION

\$ _____

SAN JACINTO COMMUNITY COLLEGE DISTRICT
LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2008

INTEREST RATE:

MATURITY DATE:

February 15, 20__

ISSUE DATE:

_____ ¹ _____

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

San Jacinto Community College District (the "District") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the operations office of The Bank of New York Trust Company, N.A., in Minneapolis, Minnesota (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360 day year of twelve 30 day months, from the later of the Issue Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on February 15 and August 15 beginning on February 15, 2009, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the close of business on the last business day of the month next preceding each interest payment date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$ _____ ² _____ the "Bonds"), issued for the purpose of the construction and equipment of school buildings in the District, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 130.122 of the Texas Education Code, as amended, and pursuant to an order

¹ Insert from Officers Pricing Certificate.

² Insert from Officers Pricing Certificate.

adopted by the Board of Trustees (the “Order”), which Order is of record in the official minutes of the District.

THE DISTRICT RESERVES THE RIGHT to redeem the Bonds scheduled to mature on or after February 15, 2019, prior to maturity, in whole or from time to time in part, in integral multiples of \$5,000, on February 15, 2018, or any date thereafter at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Order for complete details concerning the manner of redeeming the Bonds.

[If applicable, mandatory redemption language].³

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the operations office of the Registrar in Minneapolis, Minnesota, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the operations office of the Registrar in Minneapolis, Minnesota, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

³ Insert from Officers Pricing Certificate.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the Chair or Vice Chair and countersigned with the manual or facsimile signature of the Secretary, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

SAN JACINTO COMMUNITY
COLLEGE DISTRICT

Chair

Secretary

(b) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond.

Wells Fargo Bank, N.A.

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature Guaranteed: _____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

- (e) Form of Statement of Insurance.

STATEMENT OF INSURANCE⁴

(f) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and the word “CUSIP” deleted;

(ii) in the first paragraph of the Bond, the words “on the maturity date specified above” and “at the rate shown above” shall be deleted and the following shall be inserted at the end of the first sentence “..., with such principal to be paid on February 15, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:”

[Information to be inserted from schedule in the Officers Pricing Certificate]

(iii) the Initial Bond shall be numbered I-1.

20. CUSIP Numbers; Bond Insurance. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

The purchase of and payment of the premium for a financial guaranty insurance policy is hereby authorized. The Vice Chancellor of Fiscal Affairs is hereby authorized to negotiate the terms of and execute a commitment for such financial guaranty insurance policy. All officials and representatives of the District are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance, and the printing on the Bonds of an appropriate legend regarding such insurance is hereby approved.

21. Debt Service Fund; Tax Levy. A special fund to be designated “San Jacinto Community College District Limited Tax General Obligation Bonds, Series 2008, Debt Service Fund” is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same

⁴ Insert from insurance commitment, if any.

becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

22. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 21 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the District under Section 21 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

23. Further Proceedings. After the Initial Bond has been executed, it shall be the duty of the Chair or Vice Chair and other appropriate officials and agents of the District to deliver the Initial Bond and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Bond has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Bond, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

24. Sale; Bond Purchase Agreement. The Bonds shall be sold and delivered to the Underwriters at a price to be set forth in the Officers Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the terms of a Bond Purchase Agreement to be approved by the Vice Chancellor of Fiscal Affairs. The Vice Chancellor of Fiscal Affairs is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the District, and the Vice Chancellor of Fiscal Affairs and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

25. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code, and the applicable Income Tax Regulations (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the District covenants and agrees to comply with each requirement of this Section; provided, however, that the District shall not be required to comply with any particular requirement of this Section if the District has received an opinion of nationally

recognized bond counsel (“Counsel’s Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the District has received a Counsel’s Opinion to the effect that compliance with some other requirement set forth in this Section will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion shall constitute compliance with the corresponding requirement specified in this Section.

(b) No Private Use or Payment and No Private Loan Financing. The District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Bonds have not been used, and that proceeds of the Refunded Bonds and the Bonds will not be used, in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the District covenants and agrees that it will make such use of the proceeds of the Refunded Bonds and the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) No Arbitrage. The District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issue of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) Continuing Obligation. Notwithstanding any other provision of this Order, the District’s obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds.

26. Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as follows:

- (a) Bond proceeds in the amount of ____⁵____ shall be used for the purposes described in Section 3. Any proceeds remaining after accomplishing such purposes, including earnings on investment of such proceeds, shall be deposited into the Debt Service Fund.
- (b) Accrued interest and, if necessary, net premium on the Bonds in the amount of ____⁶____ shall be deposited into the Debt Service Fund.

⁵ Insert from Officers Pricing Certificate.

⁶ Insert from Officers Pricing Certificate.

- (c) Premium in the amount of _____⁷ shall be used to pay the costs of issuance.
- (d) Premium in the amount of _____⁸ shall be used to pay the compensation of the Underwriters.
- (e) Any proceeds remaining after the accomplishment of such purposes shall be deposited into the Debt Service Fund.

27. Continuing Disclosure Undertaking. (a) Annual Reports. The District shall provide annually to each NRMSIR and the SID, within six months after the end of each fiscal year, financial information and operating data with respect to the District of the general type included in the final Official Statement in Appendix A (excluding Table A-6-Overlapping Debt) and Appendix C. The information will also include the audited financial statements of the District, if the District commissions an audit and it is completed within the required time. If audited financial statements are not available by the required time, the District will provide audited financial statements when and if the audit report becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles the District may be required to employ from time to time pursuant to State law or regulation.

If the District changes its fiscal year, it will notify each NRMSIR and the SID of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and the SID or filed with the SEC.

(b) Material Event Notices. The District shall notify the SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

- F. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- G. Modifications to rights of holders of the Bonds;
- H. Bond calls;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds; and
- K. Rating changes.

The District shall notify the SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with Section 27(a) of this Order by the time required by such Section.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Texas law that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the district under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of operations of the District, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the original primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Bonds consent to such amendment or (b) a person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. If any such amendment is made, the District will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

28. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order and the Bond Purchase Agreement, the Chair or Vice Chair, the Secretary or the Assistant Secretary, and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

29. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

30. Official Statement. The District hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

31. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

32. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED this 11th day of August, 2008.

/s/ Marie Flickinger

Chair, Board of Trustees
San Jacinto Community College District

ATTEST:

/s/ Ben Meador

Secretary, Board of Trustees
San Jacinto Community College District

(SEAL)

Action Item "X"
Regular Board Meeting August 11, 2008
Consideration of Approval of Lease for CPD Instructional Facility

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve execution of a lease agreement for instructional space for classrooms/computer labs/ conference room and testing center at the Bay Plaza Office Building in the Clear Lake area. The Chancellor further recommends that the Board authorize the Vice Chancellor of Fiscal Affairs to execute the lease agreement subject to final legal review and approval.

BACKGROUND

The current lease at the Oceanering Building expired in June 2008. The College proposes to execute a five (5) year lease of 3,716 rentable square feet which is located on the first floor of the Class B office building at 711 W. Bay Area Blvd. the proposed location is a visible location in the Clear Lake area which offers close proximity to NASA and aerospace companies with convenient access to I-45. The occupancy date is projected to be October 1, 2008.

The draft lease agreement is currently being reviewed by College counsel. It is anticipated that the final legal review will be completed shortly after August 11th. Because time is of the essence in beginning the necessary leasehold improvements, it is requested that the Board approve the lease subject to final legal review and approval.

IMPACT OF THIS ACTION

Adoption of this recommendation by the Board of Trustees will allow the College to provide a Clear Lake area location to serve the training needs of NASA, their contractors and others seeking professional development training.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Estimated leasehold improvements necessary to establish an adequate instructional environment are estimated to cost \$105,000 with an Improvements allowance of \$81,752 being provided by the landlord. The remaining leasehold improvement cost (estimated to be \$23,248) and the monthly lease payments will be funded by the CPD operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 – Lease agreement

RESOURCE PERSONNEL

Ken Lynn	281.998.6306	kenneth.lynn@sjcd.edu
Susan Muha	281.998.2684	susan.muha@sjcd.edu

LEASE AGREEMENT

Between

CCI-711 BAY AREA, LTD.

("Landlord")

and

SAN JACINTO COMMUNITY COLLEGE DISTRICT

("Tenant")

Date

DRAFT

LEASE AGREEMENT

THIS LEASE AGREEMENT is hereby made and entered into on this _____ day of July, 2008, between CCI-711 BAY AREA, LTD. ("Landlord"), and SAN JACINTO COMMUNITY COLLEGE DISTRICT. ("Tenant").

IN CONSIDERATION of the mutual covenants, as set forth herein, Tenant and Landlord hereby agree as follows:

PREMISES

1.1 Landlord hereby leases to Tenant and Tenant hereby leases for the rental and on the terms and conditions hereinafter set forth 3,716 square feet of Net Rentable Area (equal to 3.58% of total Rentable Area of the Building) on the 1st floor(s) as indicated on the plan attached hereto as Exhibit "A" (hereinafter referred to as the "Premises") and known as Suite 125 in the office building (the "Building") located at 711 W. Bay Area Boulevard, Webster, Texas. The tract of land (the "Land") on which the Building is located is described by metes and bounds on Exhibit "B" attached hereto.

TERM

1.2 Subject to and upon the terms and conditions set forth in this Lease, or in any Exhibit or Addendum hereto, the Term of the Lease shall be sixty (60) months, beginning on October 1, 2008, or upon substantial completion of Tenant Improvements, ("Commencement Date") and ending at midnight on September 30, 2013, ("Expiration Date").

VARIABLES

1.3 The following terms, amounts, or information are referred to, utilized and/or defined elsewhere in this Lease:

(a) Base Rental ("Base Rental"):

Months 1-12, inclusive

Monthly installment: \$5,419.17 (\$17.50/square foot of NRA)

Annual Base Rental: \$65,030.04

Months 13 to 24, inclusive

Monthly installment: \$5,574.00 (\$18.00/square foot of NRA)

Annual Base Rental: \$66,888.00

Months 25 to 36, inclusive

Monthly installment: \$5,728.83 (\$18.50/square foot of NRA)

Annual Base Rental: \$68,745.96

Months 37 to 48, inclusive

Monthly installment: \$5,883.67 (\$19.00/square foot of NRA)

Annual Base Rental: \$70,604.04

Months 49 to 60, inclusive

Monthly installment: \$6,038.50 (\$19.50/square foot of NRA)

Annual Base Rental: \$72,462.00

(b) Initial Operating Cost Component:

2008 Estimate: \$9.26/ft.

|

(c) Notice to Tenant shall be addressed as follows:

San Jacinto Community College District
Vice Chancellor of Fiscal Affairs
4624 Fairmont Parkway, Suite 209
Pasadena, TX 77504

(d) Representing Broker:

Alliance Commercial (Tenant)
PM Realty Group (Landlord)

(e) First Month's Rent: \$5,419.17

(f) Security Deposit: \$6,038.50

DRAFT

RENTABLE AREA

2.1 The term "Rentable Area" as used herein shall refer to (i) in the case of a single tenancy floor, the area measured from the outside surface of the outer glass walls excluding only the areas for building stairs (with the exception of floor landings), fire towers, elevator shafts, flues, vents, stacks, pipe shafts, and vertical ducts, but including any such service areas which are for specific use of the particular Tenant such as special stairs or elevators and a pro rata portion of the Building's machine rooms, mechanical and electrical rooms, mail rooms, vending rooms, and ground floor public lobby, atrium and required ground floor public exit corridor area, (ii) in the case of a floor to be occupied by more than one Tenant, the area calculated within the boundaries defined by an exterior building wall bounding the Premises (measured to the outside surface of the outer glass walls), the center line of any common wall separating the Premises from areas leased or to be leased to other tenants and the exterior of any walls separating the Premises from any public corridors or other public common areas on such floor plus a pro rata portion of the area on such floor used for elevator lobbies, public corridors, restrooms, mechanical rooms, telephone closets, vending areas and other similar facilities for the use of all Tenants on the particular floor and pro rata portion of the Building's machine rooms, mechanical and electrical rooms, mail rooms, vending rooms, and ground floor public lobby, atrium and required ground floor public exit corridor areas.

2.2 No deductions from Rentable Area shall be made for columns or projections or structural portions necessary to the Building. The "Net Rentable Area" in the Premises has been calculated on the basis of the foregoing definition and shall be deemed to be the square footage set forth in 1.1 above. Neither the rent payable hereunder nor any other obligation of Tenant hereunder shall be reduced or increased by a determination that the Rentable Area shall be more or less a result of minor variations resulting from actual construction and completion of the Premises for occupancy, so long as such work is done in accordance with the terms and provisions hereof.

BASE RENTAL

3.1 Tenant promises to pay Landlord's agent at its office at 711 W. Bay Area Boulevard, suite 525, Webster, Texas, 77598, or at such other place as Landlord designates to Tenant in writing, in lawful money of the United States of America, the rental (herein called "Base Rental") specified in Section 1.3(a). Tenant shall also pay as additional rent all other sums of money as shall become due and payable by Tenant to Landlord under this Lease.

3.2 Such Base Rental installments, together with any adjustments of rent provided for herein then in effect, shall be due and payable on the first day of each calendar month during the initial term of this Lease or any other extensions or renewals thereof, monthly in advance without demand or notice, and without deduction, court claims, offset or abatement. If the term of the Lease commences on any day other than the first day of a month or terminates on other than the last day of a month, then the installment of Base Rental for such month or months shall be prorated and the installment or installments so prorated shall be paid in advance. Ten (10) days after written notice, all past due installments of rent shall accrue a late fee equal to ten percent (10%) of the past due amount. Tenant shall also pay a late charge of fifty dollars (\$50.00) with each late payment of rent. Any payments owed by Tenant to Landlord, and likewise any payments owed by Landlord to Tenant shall survive the expiration, termination or cancellation of this Lease.

OPERATING COST

4.1 "Operating Cost" is defined as all operating expenses of the "Complex" (Building, Land, and Parking Areas) which shall be computed on the accrual basis and shall consist of all expenditures by Landlord to maintain all facilities in operation at the Commencement Date and such additional facilities in subsequent years as may be determined by Landlord to be necessary or beneficial. All operating expenses shall be determined in accordance with generally accepted accounting principles which shall be consistently applied. The term "Operating Expenses" as used herein shall mean all expenses, costs and disbursement (but not replacement of capital investment items nor specific costs especially billed to and paid by specific tenants) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Complex including, but not limited to, the following:

- (a) Wages and salaries of all employees engaged in operating and maintenance or security of the Complex and of personnel who may provide traffic control relating to

ingress and egress between the parking facilities and public streets. All taxes, insurance and benefits relating to employees providing these services shall be included.

- (b) All supplies and materials used in operation and maintenance of the Complex.
- (c) Cost of all utilities for the Complex, including the cost of water, power, heating, lighting, air conditioning and ventilating for the Complex.
- (d) Cost of all insurance relating to the Complex, including the cost of casualty, rental abatement and liability insurance applicable to the Complex and personal property of Landlord located at the Complex and used in connection therewith.
- (e) Cost of all maintenance, janitorial and service agreements for the Complex and equipment therein including, but not limited to, alarm service, security service, window cleaning, elevator maintenance, landscape maintenance and trash removal.
- (f) All taxes, assessments and governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing the Complex, or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Complex or its operation, excluding, however, income taxes, death taxes, excess profit taxes, franchise taxes, taxes imposed or measured by Landlord on the operation of the Complex, and taxes imposed on account of a transfer of ownership of the Complex. It is agreed that Tenant will be responsible for ad valorem taxes on its personal property and on the value of leasehold improvements to the extent that same exceed the Building Standard Improvements listed on Exhibit "C" attached to this Lease.
- (g) Reasonable cost of repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to tenants of the Building other than Tenant).
- (h) Amortization with a market rate of interest of the cost of installation of capital investment items which may be required by governmental authority. All such costs shall be amortized over the reasonable life of the capital investment items by an additional charge to the rent and paid by Tenant as additional rent, with the reasonable life and amortization schedule being determined in accordance with generally accepted accounting principles and in no event to extend beyond the reasonable life of the Complex.
- (i) Landlord's central accounting and legal costs applicable to the Complex.
- (j) A management fee not to exceed the customary and normal charge for providing such services by other management firms within the geographic area.
- (k) Reasonable maintenance and service fees by property owners associations, or such other associations, for the up-keep of common areas of the Complex.

BASE RENTAL ADJUSTMENT

5.1 The Base Rental Adjustment for increased Operating Costs shall be calculated and paid in accordance with the following:

- (a) Tenant's Base Rental includes a component applicable to Operating Cost deemed to equal the amount specified in Section 1.3(b) for the calendar year in which the Commencement Date occurs grossed up to 95% occupancy ("Initial Operating Cost"). Tenant will pay during the term of this Lease its pro rata share of increases in Operating Costs over the stipulated Initial Operating Cost in the manner set forth below.
- (b) The term "Annual Operating Cost" shall mean, with respect to each calendar year during the term of the Lease, the Annual Operating Cost for said year computed in accordance with the provisions of Section 4.1. The term "Tenant's Share of Annual Operating Cost" shall mean, with respect to any calendar year, the Annual Operating Cost for such year multiplied times the proportion which Tenant's Rentable Area bears to 95% of the total Rentable Area in the Building (or such higher percentage as may have actually been leased on the average during said calendar year) Building.
- (c) For each calendar year during the term of this Lease (except the calendar year in which the Commencement Date occurs), Landlord shall provide Tenant in writing a comparison of the Initial Operating Cost with the projected Tenant's Share of Annual Operating Cost for the coming year, and Tenant shall pay monthly an adjusted Base Rental for such year which shall include the excess of the projected Tenant's Share of

Annual Operating Cost over the Initial Operating Cost. Landlord shall, within 150 days (or as soon thereafter as possible) after the close of each calendar year, provide Tenant a statement of the Annual Operating Cost for such year and a calculation (based thereon) prepared by Landlord of Tenant's Share of Annual Operating Cost for such year. If Tenant's Share of Annual Operating Cost for such year is greater than the projected amount paid by Tenant for such year (or greater than the Initial Operating Cost for the calendar year in which the Lease term commences), Tenant shall pay to Landlord within thirty (30) days after Tenant's receipt of the statement the amount of such excess. However, if Tenant's Share of Annual Operating Cost for such year is less than the projected amount theretofore paid by Tenant for such year, any overpayments shall be credited to the amount due for the next successive year of the Term.

5.2 Any sums payable under this Section 5 shall be deemed Additional Rent.

5.3 Nothing contained in this Section 5 shall be construed at any time so as to reduce the monthly installments of Base Rental payable hereunder below the amount set forth in Section 3 of this Lease. In the event the Building is less than 95% occupied during any year during the term of this Lease, the Annual Operating Costs shall be computed for such year as though the Building had been 95% occupied during such year.

5.4 Upon ten (10) days prior notice, Tenant at its expense shall have the right at all reasonable times (but not more frequently than once during any twelve (12) month period) to audit Landlord's books and records relating to any year or years for which adjusted Base Rental payments become due; or at Landlord's sole discretion, Landlord will provide such audit prepared by a Certified Public Accountant.

USE, COMPLIANCE WITH LAWS AND REGULATIONS

6.1 The Premises are to be used and occupied by the Tenant for the purpose of commercial office space consistent with a first class office building and for no other purpose whatsoever without Landlord's written consent.

6.2 Tenant agrees not to commit or suffer to be committed on the Premises any nuisance or other act or thing against public policy which violates any law or governmental regulation or which is disreputable or which may disturb the quiet enjoyment of any other tenant of the Building. Tenant, at its own expense, will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Tenant's use of Premises and the business conducted therein by Tenant; will not engage in any activity which would cause Landlord's fire and extended coverage insurance to be canceled or the rate therefore to be increased (or at Landlord's option, will pay any such increase); will not commit any act which might, appreciably damage Landlord's goodwill or reputation, or tend to injure or depreciate the Building; will not commit or permit waste in the Premises or Building; Tenant will comply with reasonable rules and regulations from time to time promulgated by Landlord applicable to the Building and Parking Area.

6.3 Tenant agrees to comply with the Building Rules and Regulations contained in Exhibit "D" attached hereto and made a part hereof, and with such other reasonable rules and regulations applying to all tenants in the Building as may be hereafter adopted by Landlord for the safety, care and cleanliness for the Premises and Complex and the preservation of good order therein. Landlord shall have the right to alter or amend such rules and regulations in a reasonable manner from time to time, all of such changes shall be carried out and observed by Tenant after receipt of written notice of such changes from Landlord.

Notwithstanding, the foregoing, the Rules & Regulations will be applied uniformly to all tenants in the Building and will not be modified in any way which would increase tenants financial obligations, or reduce its rights, under this Lease. In the event of a conflict between the Rules and Regulations and this Lease, the Lease will prevail.

SERVICES FURNISHED BY LANDLORD

8.2 If the Premises are not ready for occupancy by the Commencement Date because Tenant's improvements have not been substantially completed, this Lease shall nevertheless continue in effect, and rent shall commence on the earlier of (i) the Commencement Date if occupancy is delayed due to Tenant's failure to furnish information or complete work upon which Tenant has agreed to provide within the time agreed upon the Work-letter Agreement or (ii) the date of the Premises are ready for occupancy if the delay is due to the Landlord's failure to substantially

complete the work which Landlord has agreed to provide in the terms of the Work-letter Agreement and, in such event, abatement of rent shall constitute full settlement of all claims that Tenant might otherwise have against Landlord by reason of the Premises not being ready for occupancy at the Commencement Date. At Landlord's option, the Lease expiration date may be extended so as to give effect to the full term of this Lease as stated in Section 2. The Premises shall be deemed ready for occupancy upon the earlier to occur of Landlord's delivery to Tenant of a certificate that the construction of Tenant improvements is substantially complete or the date Tenant occupies the Premises.

8.3 Landlord shall bear the expense of installing the improvements to the extent specified in the Work-letter Agreement. All installations in excess of Landlord's obligation as specified on Exhibit "C" will be for Tenant's account, and Tenant agrees to pay Landlord as additional rent, an amount equal to Landlord's actual cost therefore (including architectural and engineering fees, if any), plus fifteen percent (15%) additional to cover overhead. Landlord will invoice Tenant for the sums described in this section, and Tenant shall, prior to occupying the Premises, pay the invoice in full. Failure to pay the invoice timely, shall be an Event of Default under this Lease, giving rise to Landlord's rights and remedies under this Lease.

8.4 Tenant will make no alteration, change, improvement, repair, replacement or addition to the Premises without consent of Landlord. If such prior written consent of Landlord is granted, the work in such connection shall be at Tenant's expense but by workmen of Landlord, or workmen and contractors approved in advance in writing by Landlord and in a manner and upon terms and conditions and at times satisfactory to and approved in advance in writing by Landlord. In any instance where Landlord grants such consent, Landlord may grant such consent contingent and conditioned upon Tenant's contractors, laborers, materialmen and other furnishing labor or materials for Tenant's job working in harmony and not interfering with Landlord's contractors, laborers or mechanics or by any other Tenant or such other Tenant's contractors, laborers or mechanics; and if at any time such entry by one or more persons furnishing labor or materials for Tenant's work shall cause disharmony or interference, the consent granted by Landlord to Tenant may be withdrawn upon forty-eight (48) hours written notice to Tenant.

8.5 Tenant may remove its trade fixtures, office supplies and moveable office furniture and equipment not attached to the Building (hereinafter called "Movables") provided: (i) such removal is made prior to the termination of the term of this Lease; (ii) Tenant is not in Default of any obligation or covenant under this Lease at the time of such removal; and (iii) Tenant promptly repairs all damage caused by such removal. If Tenant does not remove such Movables prior to surrender of the Premises, then, in addition to its other remedies, Landlord may have such Movables removed and all resulting damage to the Premises or Building repaired at Tenant's expense. Such Movables will automatically become the property of Landlord upon termination of this Lease and may be disposed of as Landlord determines, and Tenant shall not have any right to reimbursement therefore. All other property at the Premises and any alteration or addition to the Premise (including wall-to-wall carpeting, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the Premises shall be the property of the Landlord and shall remain upon and be surrendered with the Premises as part thereof at termination of this Lease, Tenant hereby waiving all rights to any payment or compensation therefore. If however, Landlord requests in writing at time of plan approval, Tenant will, prior to termination of this Lease, remove any and all alterations, additions, or fixtures placed or installed by it in the Premises and will repair any damage caused by such removal. Tenant's voice and data equipment and back-up power equipment shall be considered Tenant's personal property.

REPAIR AND MAINTENANCE

9.1 Landlord shall provide for the cleaning and maintenance, including painting, of the public portions of the Building, and landscaping surrounding the Building. Unless otherwise expressly stipulated herein, Landlord shall not be required to make any improvements or repairs of any kind or character on the Premises during the term of this Lease, except such repairs as may be required by normal maintenance operations, which shall include repairs to the heating ventilation and air-conditioning systems, plumbing, electrical wiring, exterior walls, corridors, windows, roof and other structural elements and equipment and systems of the Building, and such additional maintenance as may be necessary because of damage by persons other than Tenant, its agents, employees, invitees or visitors. Landlord shall have sole control over the parking of automobiles and other vehicles and shall designate parking areas and building service areas.

9.2 Tenant agrees, at its own cost and expense, to repair or replace any damage or injury, except normal wear and tear or except as covered by Landlord's fire and damage insurance, done to the Building, or any part thereof, caused by Tenant or Tenant's agents, employees, invitees or visitors; provided, however, Tenant shall make no such repairs without Landlord's prior express written consent, and provided further, if Tenant fails to make such repairs or replacements promptly, Landlord may make such repairs or replacements and Tenant shall repay the cost thereof, plus fifteen percent (15%) overhead, to the Landlord on demand. Tenant shall have the right to competitive bid repairs and replacements.

FIRE AND CASUALTY

10.1 If the Premises or the Building are partially or totally destroyed by fire or other casualty (hereinafter collectively referred to as the "Casualty"), then within thirty (30) days after Landlord receives written notice describing the destruction or damage in reasonable detail, Landlord shall give to Tenant a written notice (hereinafter "Notice") setting forth Landlord's best estimate of the time reasonably necessary to repair and restore the Premises and stating Landlord's election to either (i) terminate the Lease or (ii) restore or replace the damaged or destroyed portions of the Building and its standard improvements to substantially the same condition that existed prior to the Casualty. If Landlord does not elect to proceed to (ii), it shall be deemed to have elected to terminate this Lease pursuant to (i).

(a) If Landlord elects to restore the Premises and the Premises are so badly damaged that repairs cannot be commenced within thirty (30) days of Landlord's Notice to Tenant and completed within six (6) months thereafter, then and only then, Tenant may elect to terminate this Lease by delivering written notice of its election to terminate to Landlord not more than fifteen (15) days from the date of Tenant's receipt of Landlord's Notice.

(b) If Tenant elects to terminate this Lease, the Termination will be effective as of the date of the Casualty.

(c) If Landlord does not receive timely notice of Tenant's election to terminate this Lease, Tenant shall be deemed to have elected to continue this Lease in full force and effect, subject to abatement of rent as provided in Section 10.3 below.

10.2 Landlord shall, in good faith, endeavor to restore or replace the damaged or destroyed portions of the Building, or the Building Standard Improvements, to substantially the same condition that existed immediately prior to the Casualty within the time estimated in Landlord's Notice; but once Tenant has made its election to continue the Lease in full force and effect, Tenant shall have the option to terminate this Lease in the event that the repairs have not been completed within the longer of six (6) months or the time estimated by Landlord.

10.3 If the Premises are completely destroyed or so damaged by the Casualty that the Premises cannot reasonably be used by Tenant for the purposes provided herein, and this Lease is not terminated as above provided, then there shall be a total abatement of the rent until the Premises are made usable. If the Premises are partially destroyed or damaged by the Casualty so that the Premises can only be partially used by Tenant for the purpose herein provided, then there shall be a partial abatement in the rent corresponding to the time and extent for which such Premises cannot be used by Tenant.

GRAPHICS AND SIGNS

11.1 Landlord will provide and install, at Tenant's cost, all plaques, letters, and numerals on entrance doors for the Premises, on the Building Directory, and on the reserved parking signs (if any); all such plaques, letters, and numerals shall be in the Building Standard Graphic, and no other shall be used or permitted on the Premises.

11.2 Tenant shall not place or permit to be placed any sign, advertisement or other display on any part of the outside of the Premises or Building or the inside of the Premises which is visible from the outside of the Premises unless such shall be permitted by Landlord in writing prior to installation.

11.3 Tenant, at Tenant's expense, shall be allowed one (1) space on each side of the monument sign located on Bay Area Boulevard to display their company name/logo for a monthly charge of \$0.00 per month. Tenant shall be responsible for the design costs, installation and removal of the signage.

SUBORDINATION AND ESTOPPEL

12.1 Tenant's rights and interests under this Lease in and to the Premises shall be subject and subordinate to all deeds of trust, first mortgages and to all ground leases or other similar and related documents pursuant to a "sale-lease back" transaction, and to all renewals, modifications, consolidations, replacements and extensions thereof ("Security Documents") heretofore or hereafter executed by Landlord covering the Premises, the Building, or the Land, or any parts thereof, to the same extent as recorded prior to the execution of this Lease; provided, however, the holding of a foreclosure sale, conveyance in lieu of foreclosure, or other exercise by the holder of any of the Security Documents shall not automatically terminate this Lease or the rights or obligations of Tenant hereunder. Within thirty (30) days after the date of the foreclosure sale, conveyance in lieu of foreclosure, or other transfer of title to the Building pursuant to the Security Documents, the transferee, whether it to be the holder of Security Documents or any other party, shall deliver to Tenant a written notice setting forth such transferee's election to either (i) terminate this Lease on the last day of the month in which such notice is delivered, or (ii) recognize this Lease. If such notice is not so delivered, it shall be deemed that the transferee has elected to recognize this Lease, whereupon this Lease shall remain in full force and effect in accordance with its terms to the same extent as if the rights or the holder of such Security Documents had been subject and subordinate to the rights of Tenant under this Lease, and Tenant shall attorn to the transferee and its successors and assigns. If the transferee so elects to terminate this Lease, this Lease shall terminate automatically on the date referred to in subsection (i) above.

12.2 After the delivery to Tenant of a notice from Landlord that it has entered into one or more Security Documents, then during the term of the Security Documents, Tenant shall deliver to the holder or holders of all Security Documents a copy of all notice to Landlord of alleged defaults and shall grant to such holder or holders the right to cure all defaults, if any, of Landlord hereunder within the same time period provided in this Lease for curing such defaults by Landlord, and, except with the prior written consent of the holder of the Security Documents, shall not (i) amend this Lease, (ii) surrender or terminate this Lease except pursuant to a right to terminate expressly set forth in this Lease, or, (iii) pay any rent more than one month in advance or pay any rent or other amounts payable hereunder other than strict accordance with the terms hereof.

12.3 The provisions of this subsection shall be self-operative and shall not require further agreement by Tenant; however, at the request of Landlord, Tenant shall execute such further documents as may be required to evidence, and set forth for the benefit of the holder of any Security Documents, the obligations of Tenant hereunder.

12.4 At any one time and from time to time upon not less than ten (10) days prior notice by the Landlord, Tenant shall execute, acknowledge and deliver to the Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the date to which the rent has been paid in advance, if any, and stating whether or not to the best knowledge of Tenant the Landlord is in default in keeping, observance or performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default of which Tenant may be relied upon by an prospective purchaser, tenant, mortgagee, or assignee of any mortgage of the Building or Land or of the Landlord's interest therein.

ASSIGNMENT SUBLETTING

13.1 Tenant shall not assign all or any portion of this Lease, nor sublet the Premises or any part thereof, without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. In the event Tenant should desire to assign all or any portion of this Lease or sublet the Premises or any part thereof, Tenant shall give Landlord notice of such desire at least sixty (60) days in advance of the date on which Tenant desires to make such assignment or sublease, which notice shall contain the name of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant, the term, use, rental rate, and other particulars of the proposed subletting or assignment, including, without limitation, evidence satisfactory to Landlord that the proposed subtenant or assignee is financially responsible and will immediately occupy and thereafter use the Premises (or the sublease, if shorter). The proposed assignee or subtenant shall not be a current tenant in the Building or

Project. Landlord shall then have a period of thirty (30) days following the receipt of such notice within to notify Tenant in writing that Landlord elects to either 1) to assignment; or 2) to permit Tenant to so assign this Lease or sublet such space, subject, however, to subsequent written approval of the proposed assignee or sub-lessee by Landlord ; or 3) to refuse to consent to Tenant's assignment or subleasing of such space and to continue this Lease in full force and effect as to the entire Premises. If Landlord consents to an assignment or sublease, Tenant agrees to provide, at its own expense, direct access from the assignment or subletting space to a public corridor of the Building. All plans and specifications for any alterations which may be necessary to provide such access shall be submitted by Tenant to Landlord for its prior written approval, which approval shall not be unreasonably withheld. No assignment or subletting by Tenant shall relieve Tenant of any obligations under this Lease. Consent of Landlord to a particular assignment of sub-lessee or other transaction shall not be deemed a consent to any other or subsequent transaction.

13.2 If Landlord consents to any subletting or assignment by Tenant as hereinabove provided, and subsequently any category of Rent received by Tenant under any such sublease is in excess of the same category of Rent payable to Landlord under this Lease or any additional consideration is paid to Tenant by the assignee under any such assignment, the Landlord may, at its option, either (1) declare such excess rents under any sublease or such additional consideration for any assignment to be due and payable by Tenant to Landlord as additional rent hereunder; or (2) elect to cancel this Lease as provided in paragraph 13.1 above and at Landlord's option, enter into a lease directly with such assignee or subtenant, without liability to Tenant.

13.3 Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Building and Property referred to herein and in such event and upon assumption by the transferee of Landlord's obligations hereunder (any such transferee to have the benefit of, and be subject to, the provisions of this Lease), no further liability or obligations shall thereafter accrue against Landlord hereunder.

13.4 If Tenant is a corporation, then any merger, consolidation, dissolution, or liquidation, or any other change in ownership or power to vote of thirty percent (30%) or more of its outstanding voting stock shall constitute an assignment for the purpose of this Lease. If Tenant is a partnership, joint venture or other entity, then such liquidation, dissolution, or transfer of ownership of any interests totaling thirty (30%) or more of the total interests in such entity shall constitute an assignment for purposes of this Lease.

CONDEMNATION

14.1 If, during the term (or any renewal or extension) of this Lease, all or a substantial part of the Premises or parking areas shall be appropriated, or damaged by any public, quasi public, or private party under the right of eminent domain or private sale in lieu of such right, or there has been substantial impairment of Tenant's use of the Premises, this Lease may be terminated by Landlord or Tenant and the rent shall be abated during the unexpired portion of this Lease, effective the date of possession or damage. If this Lease is not terminated, the Base Rent and Additional Rent thereafter to be paid shall be equitably reduced from the date of possession or damage. If any part of the Building, other than the Premises, shall so be taken, Landlord may terminate this Lease effective the date of possession or damage. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent and awards with respect thereto except for any award, if any, specified by the condemning authority for any property Tenant has the right to remove upon surrender of the Premises and/or for Tenant's moving expenses. Tenant shall have no claim against Landlord for the value of the unexpired term of the Lease.

LIEN FOR RENT

15.1 Unless otherwise prohibited by any agreement between Tenant and any creditor to secure payment of all rent due and to become due hereunder, and the faithful performance of all of the other covenants of this Lease required by Tenant to be performed, TENANT HEREBY GIVES TO LANDLORD AN EXPRESS CONTRACTUAL LIEN ON AND SECURITY INTEREST IN AND TO ALL PROPERTY, CHATTELS OR MERCHANDISE WHICH MAY BE PLACED IN THE PREMISES AND ALSO UPON ALL PROCEEDS OF ANY INSURANCE WHICH MAY ACCRUE TO TENANT BY REASON OF DAMAGE TO OR DESTRUCTION OF ANY SUCH PROPERTY. All exemption laws are hereby waived by Tenant. This lien and security interest are given in addition to the Landlord's statutory lien(s) and shall be cumulative

thereto. This lien and security interest may be foreclosed with or without notice, and Landlord shall have the right to become purchaser, upon being the highest bidder at such sale. Tenant agrees that this Lease may be filed as a Uniform Commercial Code Financing Statement relating to the aforesaid security interest.

DEFAULT BY TENANT

16.1 Each of the following acts or omissions of Tenant or of any guarantor of Tenant's obligations shall constitute an "Event of Default":

- (a) Default in the payment or commencement of payment of any sum to be paid by Tenant under this Lease beyond ten (10) days after written notice;
- (b) Default in the performance of any of the other covenants or conditions which Tenant is required to observe and to perform and such default continues after ten (10) days written notice from Landlord to Tenant of such Default.
- (c) The interest of Tenant under this Lease is levied on under execution or other legal process, or a petition is filed by or against Tenant or any guarantor to declare Tenant or such guarantor a bankrupt or to delay, reduce or modify Tenant's or such guarantors debts or obligations or a petition is filed or other action taken to reorganize or modify Tenant's or any guarantor's capital structure if Tenant or guarantor be a corporation or other entity, or Tenant or any guarantor is declared insolvent according to law, or an assignment of Tenant's or guarantor's property is made for the benefit of creditor's or a receiver or trustee is appointed for Tenant or any guarantor or their property (provided that no such levy, execution, legal process or petition filed against Tenant or a guarantor shall constitute a breach of this Lease if Tenant or guarantor shall vigorously contest the same in appropriate proceedings and shall remove or vacate the same within sixty (60) days from the date of its creation, service of filing);
- (d) Tenant abandons the Premises and stops paying rental obligations during the term of this Lease or any renewals or extensions thereof.

16.2 Upon the occurrence of an Event of Default Landlord may, at its option, have any one or more of the following described remedies, in addition to all other rights and remedies provided at law or in equity:

- (a) Landlord may terminate this Lease and repossess the Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Premises, (ii) the unpaid rent earned at the time of termination, plus interest thereon at the maximum non-usurious rate of interest permitted by law per annum from the due date until the date paid, (iii) the balance of the rent for the remainder of the term less the fair market value of the Premises for said period discounted to present value based on a ten percent (10%) discount factor, and (iv) any other sum of money and damages owed by Tenant to Landlord.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry or detainer or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease, in which event Landlord shall immediately attempt to re-let the premises and may re-let the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord in its sole and absolute discretion. For the purpose of such re-letting, Landlord is authorized to decorate or to reasonably make any repairs, changes, alterations or additions in or to Premises that may be necessary or convenient. If the Premises are not re-let, the rent payable hereunder shall continue without abatement. If the Premises are re-let and a sufficient sum shall not be realized from such re-letting after paying (i) the unpaid Base Rental and additional rent due hereunder earned but unpaid at the time of re-letting plus the maximum non-usurious rate of interest permitted by law per annum thereon, (ii) the reasonable cost of recovering possession, (iii) the reasonable cost and expense of such decoration, repair, change, alteration and addition, and (iv) the reasonable expense of such re-letting (including brokerage fees) and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages any such deficiency upon demand therefore from time to time.

- (b) Tenant agrees that such re-letting shall not be construed as an election on the part of the Landlord to terminate this Lease unless a written notice of such election shall be given by Landlord to Tenant.

Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease on account of Tenant's previous breach.

16.3 Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time within reason and take such action as might be lawful or authorized hereunder, either in law or in equity.

16.4 In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery of the possession of the Premises in the hands of an attorney, or files suit upon the same, Tenant agrees to pay Landlord reasonable attorney's fees and expenses.

ACCESS BY LANDLORD

17.1 Landlord, its officers, general partners, agents and representatives, subject to any security regulations imposed by an governmental authority, shall have the right to enter all parts of the Premises at all reasonable hours following reasonable notice to inspect, clean, make repairs, alterations and additions to the Building or Premises which Landlord following reasonable notice, may deem necessary or desirable, to provide any service which Landlord is obligated to furnish, to Tenant, or, during the 120 days prior to the expiration of this Lease to show Premises to prospective new tenants, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof. Landlord shall make a reasonable effort to restrict its entry to non-business hours or as to minimize disruption of Tenant's business.

TENANT REMEDIES FOR DEFAULT BY LANDLORD

18.1 In the event of any default by Landlord, Tenant will give Landlord written notice specifying such default with particularity. Landlord shall have thirty (30) days after receipt of Tenant's notice to cure any default and such additional time as is reasonably necessary to cure any default not curable within thirty (30) days with the exercise of due diligence by Landlord, provided Landlord has diligently commenced to cure and has continued its attempts to cure any such default not curable within thirty (30) days. Tenant's exclusive remedy for any default by Landlord shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord). All obligations of Landlord hereunder will be construed as covenants, not conditions, and all such obligations will be binding upon Landlord only during the period of its possession and ownership of the Buildings and not thereafter, but shall then be the obligation of whomsoever owns and is in possession of the Building.

HOLDING OVER

19.1 In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as liquidated damages for the entire holdover period two (2) times the total per diem rent provided in this Lease. No holding over by Tenant after the term of this lease shall operate to extend the Lease; in the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the termination of this Lease. Any holding over with the consent of Landlord in writing shall thereafter constitute this lease from month to month cancelable upon thirty (30) days written notice by Landlord.

ASSIGNMENT BY LANDLORD

20.1 Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and property referred to herein, and in such event and upon its transferee's assuming Landlord's obligations hereunder, any such transferee shall have the benefit of Landlord's rights, and be subject to Landlord's obligations hereunder as of the date of such transfer; provided that such transferee shall have no liability for Landlord's acts or omissions occurring prior to the transfer's effective date and no further liability or obligation shall accrue against Landlord hereunder after the transfer's effective date.

INSURANCE

21.1 Landlord shall maintain fire and extended coverage insurance on the ~~portion of the~~ Building constructed by Landlord including Building Standard Improvements and any additions and improvements by Tenant which are required to be made by Tenant by this Lease and which

have become or are to become the property of Landlord upon vacation of the Premises by Tenant. Said insurance shall be maintained with a solvent insurance company authorized to do business in Texas, for the full insurable value, and payments for losses thereunder shall be made solely to Landlord. If the annual premiums to be paid by landlord shall exceed the standard rates because Tenant's operations, contents of the Premises, or improvements with respect to the Premises above the Building Standard Improvements listed in Exhibit "C", create additional exposure to risk, Tenant shall promptly pay the additional amount of the premium upon request by Landlord.

21.2 Landlord shall maintain a policy or policies of comprehensive general liability insurance with the premiums thereon fully paid on or before the due dates, issued by and binding upon a solvent insurance company authorized to do business in Texas, such insurance to afford minimum protection of not less than \$1,000,000.00 in respect of personal injury or death in respect of any one occurrence and of not less than \$500,000.00 for property damage in any one occurrence.

21.3 Tenant shall, at all times during the term of this Lease, at its own expense, maintain a policy or policies of insurance with premiums fully paid in advance, issued by and binding upon a solvent insurance company licensed to do business in the State of Texas and being rated A-VII or better by Best's, insuring all of Tenant personal property, including removable trade fixtures located in the Premises and the above and Non-Building standard improvements placed upon the Premises by Tenant against loss or damage by fire, explosion or other hazards and contingencies for the full insurance value thereof.

21.4 Tenant, at his expense, shall maintain a policy or policies of comprehensive general liability insurance with the premiums thereon fully paid in advance, issued by and binding upon a solvent insurance company licensed to business in the State of Texas and being rated A+XV or better by Best's, such insurance to afford minimum protection of not less than \$1,000,000.00 in the event of bodily injury or death to any number of persons in any one occurrence, and with limits of not less than \$500,000.00 for property damage in any one occurrence.

21.5 The policy or policies of insurance to be maintained by Tenant shall name Tenant and Landlord as additional insureds as their interest may appear. Policies cannot be amended or modified as to Landlord without fifteen (15) days prior written notice.

21.6 Tenant shall deliver duplicate original policies or certificates of insurance in form satisfactory to Landlord prior to occupancy of the Premises by Tenant, and during the term of this Lease not less than twenty (20) days prior to the expiration of existing policies.

HOLD HARMLESS

22.1 To the extent allowable by the laws of the state of Texas, tenant shall indemnify and hold Landlord and Landlord employees, officers, partners and agents harmless from and against any and all losses, costs, damages, liabilities or expenses including, but not limited to, reasonable attorney's fees and court costs, arising out of any claims of any person or persons on account of any occurrence in, upon or at the Premises or resulting from the occupancy or use thereof by Tenant or any person or persons holding thereunder, or by reason of the misuse of the parking area or any common areas in the Building by Tenant or by any person or persons holding or using all or any part of the Premises under Tenant including, without limitation, Tenant's employees, contractors, subtenants, or assignees, licensees or concessionaires; and without limiting the generality of foregoing, Tenant shall indemnify and hold Landlord harmless from and against any penalty, damage or charge incurred as the result of Tenant's violation of law, statute, ordinance, or governmental rule, regulation, or requirement now or hereafter in force, by Tenant or any person or person holding under Tenant, and from any cost, damage or expense arising out of the death or injury to any person or persons holding under Tenant and using the Premises or the parking area or any common areas in the Building. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant for liability or loss to Tenant, its employees, agents, invitees or licensees, arising out of losses due to theft, burglary or damages to persons or property done by persons gaining access to the Premises or the Building or Parking Area. Landlord shall indemnify and hold Tenant and Tenant's employees, officers, partners and agents harmless from and against any and all losses, costs, damages, liabilities or expenses

including, but not limited to, reasonable attorney's fees and court costs, arising out of any claims of any person or persons on account of any occurrence in, upon or at the Premises or resulting from the occupancy or use thereof by Landlord or any person or persons holding thereunder, or by reason of the misuse of the parking area or any common areas in the Building by Landlord or by any person or persons holding or using all or any part of the Premises under Landlord including, without limitation, Landlord's employees, contractors, subtenants, or assignees, licensees or concessionaires; and without limiting the generality of foregoing, Landlord shall indemnify and hold Tenant harmless from and against any penalty, damage or charge incurred as the result of Landlord's violation of law, statute, ordinance, or governmental rule, regulation, or requirement now or hereafter in force, by Landlord or any person or persons holding under Landlord, and from any cost, damage or expense arising out of the death or injury to any person or persons holding under Landlord and using the Premises or the parking area or any common areas in the Building. Tenant shall have no responsibility to prevent, and shall not be liable to Landlord for liability or loss to Landlord, its employees, agents, invitees or licensees, arising out of losses due to theft, burglary or damages to persons or property done by persons gaining access to the Premises or the Building or Parking Area.

WAIVER OF SUBROGATION

23.1 Landlord and Tenant each hereby waives any and all rights or recovery, claim, action or cause of action, against the other, its agents, officers or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or to the Building or parking areas or any personal property of either party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of the fire and extended coverage insurance policies required by this Lease, or business interruption insurance policies regardless of cause or origin, including negligence of the other party hereto, its agents, officers, partners or employees, and covenants that no insurer shall hold any right of subrogation, against such other party. Landlord and Tenant shall cause their respective fire and extended coverage insurance policies or business interruption policies to be endorsed to provide for continued coverage where there is a waiver of subrogation.

NOTICES

24.1 Wherever in this Lease it shall be required or permitted that notice, approval, advice, consent or demand be given or served it shall not be deemed to have been duly given or served unless in writing and hand delivered or by certified or registered mail, or any receipted courier services addressed to the addresses of the parties as specified below. Notice shall be deemed given when received, or refusal thereof, if given by hand delivery. Either party may change such address by written notice forwarded, in accordance with this Section 24.1 to the other.

Notice to the Landlord shall be addressed as follows:

CCI-711 BAY AREA, LTD.
c/o Capital Commercial Investments, Inc.
1900 West Loop South, Ste. 770
Houston, TX 77027
Fax No.: (713) 335-6519

Notice to the Tenant shall be addressed as stated in Section 1.3 of this Lease.

PEACEFUL ENJOYMENT

25.1 Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the other terms hereof, provided that Tenant pays the rental and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained.

LIMITATION OF LANDLORDS LIABILITY

26.1 Tenant specifically agrees to look first to Landlord's interest in the Building for the recovery of and any judgment from Landlord, it being agreed that Landlord, its shareholders, directors, partners, employees, officers and agents shall not be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any suit or action in connection enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

ACCEPTANCE AND CARE OF LEASED PREMISES

27.1 Tenant agrees that by taking possession of the Premises, Tenant accepts the Premises in their existing condition and as suitable for Tenant's use and purposes. Tenant agrees not to commit or allow any waste or damage to be committed on any portion of the Premises, and at termination of this lease, by lapse of time or otherwise, to surrender the Premises to Landlord in as good condition as at commencement date of possession the Tenant, ordinary wear and tear excepted, and upon termination of this Lease, Landlord shall have the right to re-enter and resume possession of the Premises.

FORCE MAJEURE

28.1 If either party shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, regulations, or other cause without fault and beyond control of the party obligated (financial inability excepted), then upon written notice, the performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for the period of delay; provided, however, that such party shall exercise its best efforts to remedy any such cause preventing performance.

BROKER

29.1 Both parties represents that each has dealt only with the Broker named in Section 1.3(d), as broker in connection with this Lease and that insofar as each party knows no other broker negotiated this Lease or is entitled to any commission in connection therewith and each agrees to indemnify and hold the other harmless against any other claims (including court costs and reasonable attorney fees) for commissions by any other broker used by each in connection with this Lease.

FIRST MONTH'S RENT AND SECURITY DEPOSIT

30.1 On the date hereof, Tenant has deposited with Landlord the amount stated in Section 1.3(e), which amount shall be applied against the first month's rent due hereunder on the Date hereof. In addition, Tenant has deposited, on the date hereof, the amount stated in Section 1.3(f) (the "Security Deposit") as security for Tenant's faithful performance of Tenant's obligations herein contained. If Tenant defaults in any manner (including the payment of rent or any other sums due hereunder) in the performance of Tenant's obligations herein contained, landlord may use, apply or retain as liquidated damages all or any portion of the Security Deposit for the payment of any rent or other sum in default or for the payment of any sum or expense to which Landlord may become obligated by reason of such default, or to compensate Landlord for any loss or damage which landlord may suffer thereby; provided, however, that should Landlord's proven damages be in excess of said Security Deposit, Landlord may proceed to recover the same as provided for under the terms of this Lease and by law. Landlord shall not be required to separately account for the Security Deposit nor to maintain an escrow or separate account therefore. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit or so much thereof as has not theretofore been used or applied by Landlord, shall be returned, without payment of interest for its use, to Tenant after Tenant has vacated the Premises.

NO MERGER

31.1 The voluntary or other surrender of this Lease by Tenant, or mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or sub-tenancies.

SUCCESSORS AND ASSIGNS

32.1 This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its successors, and to the extent assignment is to be approved by Landlord hereunder, Tenant's assigns.

NUMBER, GENDER

33.1 The pronouns of any gender shall include gender, other and either the singular or plural shall include the other. In the event there is more than one Tenant, the obligations to be performed shall be joint and several.

TIME IS OF THE ESSENCE

34.1 Time is of the essence in the performance of all obligations of Tenant hereunder for which a time of performance is specified.

MAXIMUM RATE

35.1 Tenant agrees with regard to those provisions of this Lease providing for interest at the maximum non-usurious rate permitted by applicable law, the maximum rate to be charged or collected shall be the applicable indicated rate ceiling as defined in TEX.REV.CIV.STAT.ANN. Art. 5069-1.04.

APPLICABLE LAW

36.1 The provisions of this Lease and the rights of the parties hereunder shall be governed by the laws of the State of Texas.

PARKING

37.1 Landlord will allow Tenant to park sixteen (16) total cars on the property during business hours. The spaces will be unassigned surface parking spaces at no cost to the Tenant during the initial term of the Lease. However, Landlord has a vacant contiguous lot (that fronts Texas Avenue) that is currently available, and Landlord shall allow Tenant the right to park nine (9) additional cars (at Tenant's sole risk) to help alleviate Tenant's parking needs during business hours. Landlord cannot guaranty the use of the lot, as Landlord may at some point in the future decide to sell the lot, or decide to build on the lot. If this occurs, Landlord will provide notice to Tenant and Tenant will no longer be able to utilize the vacant lot.

Landlord may make, modify and enforce rules and regulations to the parking of automobiles in the parking lot and Landlord may provide a reasonable means of controlling access to the parking lot for vehicles to be parked in the Parking Lot. Tenant will abide by such controls and regulations.

SUBSTITUTE PREMISES

38.1 Landlord shall have the right at any time, upon giving Tenant sixty (60) days written notice, to relocate at Landlord's expense the Premises on any floor of the Building or elsewhere in the Project, provided that Tenant's useable Square Footage shall be approximately the same and are otherwise similar and reasonably acceptable to Tenant. Should Landlord give Tenant written notice of the relocation of the Premises after Tenant has commenced or completed the approved installation of partitions or other improvements, Landlord shall furnish Tenant with similar partitions or other improvements of equal quality. The relocation of the Premises shall not affect any of the clauses or conditions of this Lease, including the rent. Landlord shall reimburse Tenant for its moving expense including costs of new cabling and telephone lines, cost of move, new letter stationery and other expenses associated with the move.

WHOLE AGREEMENT

39.1 This Lease including the Exhibits which are attached and apart hereof constitutes the whole agreement of the parties and shall in no way be conditioned, modified or supplemented except by a written agreement executed by both parties. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Tenant agrees that in entering into and taking this Lease, it relies solely upon the representations and agreements contained in this Lease and no other.

RECORDING

40.1 This Lease shall not be recorded by either party hereto, other than as a financing statement if it is constituted as a legal notice with the Office of the Secretary of the State of Texas.

SEVERABILITY

41.1 This Lease shall be construed in accordance with the laws of the State of Texas. If any clause or provision of this Lease is illegal, invalid, or unenforceable, under present or future laws effective during the term hereof, then the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be an added clause or provision as similar in terms as may be possible and be legal, valid and enforceable.

LIENS BY TENANT

42.1 Tenant shall not permit any mechanic's, materialman's or men's or other liens to be fixed or placed against the Premises, the Building or the Land and agrees to promptly discharge (either by payment or by filing of the necessary bond, or otherwise) any such lien which is placed against any of the foregoing as the result of an alleged act or omission of Tenant.

HAZARDOUS MATERIALS

43.1 The term Hazardous Substances as used herein shall include any substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction. Tenant shall not cause, or permit it agents, licensees or employees to use, generate, release, manufacture, produce, process, store or dispose of any hazardous substance on or from the Demised Premises, except as specifically disclosed to and approved by Landlord in writing. Hazardous Substances shall not include any materials kept on the Demised Premises, in those limited quantities necessary for the operation or maintenance of office equipment. Tenant will indemnify and hold Landlord harmless from any liability, loss or damage resulting from its violation of this paragraph. The obligations of Tenant and landlord under this Paragraph shall survive the expiration or termination of this Lease.

CANCELLATION OPTION

44.1 After the thirty-sixth (36th) month of the lease term, Tenant shall have a one time right to cancel the lease with one hundred eighty (180) days prior written notice. The Cancellation Option shall only be valid should Landlord not be able to accommodate Tenants request to park nine (9) additional vehicles on the contiguous lot that fronts Texas Avenue. The cancellation penalty shall be all unamortized up front leasing costs including but not limited to Leasehold Improvements and Commissions incurred by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate by proper persons thereunto duly authorized to do the day and year first written above.

CCI-711 BAY AREA, LTD.
"LANDLORD"

SIGNATURE: _____

NAME: Mike Adams

TITLE: Vice President Asset Management

SAN JACINTO COMMUNITY COLLEGE DISTRICT
"TENANT"

SIGNATURE: _____

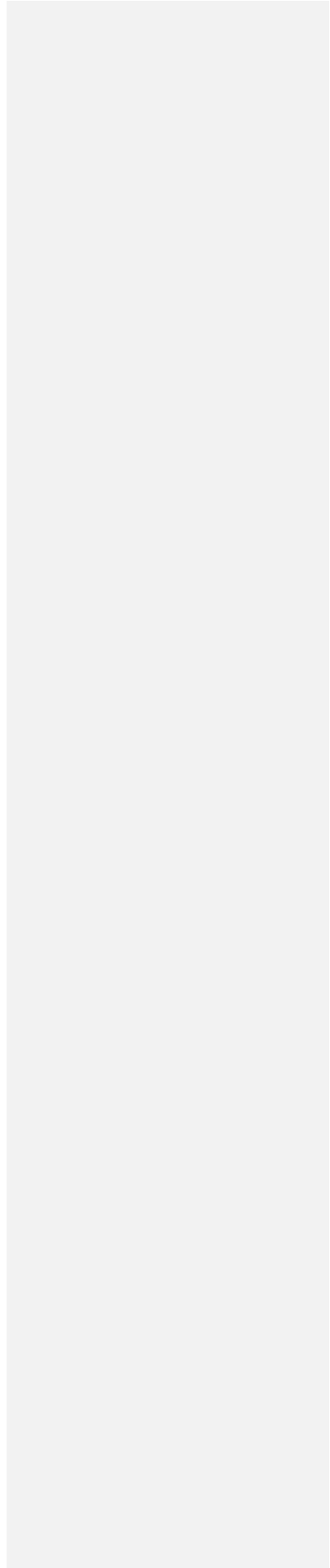
NAME: Kenneth D. Lynn

TITLE: Vice Chancellor of Fiscal Affairs

|

EXHIBIT "A"

DRAFT



|

EXHIBIT "B"
LEGAL DESCRIPTION

Lot 1, Block 19 out of the Robert Wilson Survey (A-88), Webster, Harris County, Texas.

DRAFT

EXHIBIT "C"

WORKLETTER AGREEMENT

1. Work by Landlord. Landlord shall cause to be constructed and/or installed in the Leased Premises the permanent leasehold improvements and tenant finish desired by Tenant and approved by Landlord (the "**Leasehold Improvements**") as outlined in Exhibit "C-1"

2. Planning and Construction. Landlord and Tenant shall cooperate in good faith in the planning and construction of the Leasehold Improvements, and Tenant shall respond promptly to any request from Landlord or Landlord's architect or contractor for Tenant's approval of any particular aspect thereof, it being agreed and understood that it is the intent and desire of the parties that the Leased Premises be ready for Tenant's occupancy on or before the Estimated Leased Premises Delivery Date.

3. Quality of Work. Landlord shall supervise the construction of the Leasehold Improvements and shall use its diligent good faith efforts to cause same to be constructed and installed in a good and workmanlike manner in accordance with good industry practice.

4. Competitive Bids. The leasehold construction will be performed by a general contractor of Landlord's choice; provided, however, all major subcontracts will be competitively bid by a minimum of three (3) subcontractors which shall be selected and approved by the Landlord. Landlord has the right to select or approve the successful subcontractor, provided, however, things being relatively equal, Landlord shall accept the lower bidder.

5. Completion of Construction. The "**Leasehold Improvements Completion Date**" shall mean the date upon which the Leasehold Improvements are substantially complete. The phrase "**substantially complete**" shall mean that all construction debris has been removed from the Leased Premises and the Leased Premises are clean, the Leased Premises may reasonably be used and occupied for the purposes intended by the Tenant and the progress of the construction of the Leasehold Improvements to date is such that final completion of the Leasehold Improvements can occur within a reasonable period of time and without undue interference to the Tenant's use of the Leased Premises. If the Leased Premises are not ready for occupancy by the Estimated Leased Premises Delivery Date for any reason, Landlord shall not be liable or responsible for any claims, damages or liabilities in connection therewith or by reason thereof.

6. Tenant Delay. As used herein, "**Tenant Delay**" shall mean the sum of (i) the number of days of delay in responding to Landlord's request for approval of any documentation in connection with the Leasehold Improvements, (ii) the number of days of delay in preparing any of such documentation caused by changes requested by Tenant to any aspect of the Leasehold Improvements which were reflected in the documentation theretofore approved by Tenant, and (iii) the positive difference, if any, between the increase and decrease in the number of days required to complete the Leasehold Improvements caused by changes requested by Tenant to the working drawings after Tenant's approval thereof.

7. Disclaimer of Warranty. **TENANT ACKNOWLEDGES THAT THE CONSTRUCTION AND INSTALLATION OF THE LEASEHOLD IMPROVEMENTS WILL BE PERFORMED BY AN UNAFFILIATED CONTRACTOR OR CONTRACTORS AND THAT ACCORDINGLY LANDLORD HAS MADE AND WILL MAKE NO WARRANTIES TO TENANT WITH RESPECT TO THE QUALITY OF CONSTRUCTION THEREOF OR AS TO THE CONDITION OF THE LEASED PREMISES, EITHER EXPRESS OR IMPLIED, AND THAT LANDLORD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE LEASED PREMISES ARE OR WILL BE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE. AS SET FORTH IN SECTION 27 OF THIS LEASE, TENANT'S OBLIGATION TO PAY BASE AND ADDITIONAL RENTAL HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE LEASED PREMISES OR THE BUILDING OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND TENANT SHALL CONTINUE TO PAY THE BASE AND ADDITIONAL RENTAL WITHOUT ABATEMENT, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER,**

WHETHER EXPRESS OR IMPLIED. However, Landlord agrees that in the event that any defect in the construction of the Leasehold Improvements is discovered, Landlord will diligently pursue and seek to enforce any warranties of the contractor(s) and/or the manufacturer of any defective materials incorporated therein.

8. Cost of Leasehold Improvements. Landlord shall pay all costs and expenses of the Leasehold Improvements up to the aggregate amount of twenty-two dollars (\$22.00 per RSF), \$81,752 total (including labor, materials, architectural and engineering costs) (the "**Improvement Allowance**"). Tenant shall pay for any such costs and expenses in excess of the Improvement Allowance within thirty (30) days following delivery to Tenant of an itemized statement thereof. In no event will any unused allowance be credited to Tenant or applied as free rent.

The existing supplemental units are not operational, per the property manager. If Tenant elects to install new supplemental units, the units will need to be included in the revised plan and added to the existing bid. The purchase and installation of the supplemental units will be the Tenant's expense. The units will be metered and Tenant will be billed separately for usage.

9. Construction Management Fee. ~~Tenant acknowledges and agrees to pay Landlord a construction management fee equal to five percent (5%) of the total costs and expenses of the Leasehold Improvements. Such construction management fee may be paid for by Tenant out of the Improvement Allowance.~~

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EXHIBIT "D"

BUILDING AND PARKING AREA

RULES AND REGULATIONS

Unless otherwise agreed to in writing by Landlord and Tenant, the Rules and Regulations for the Complex, shall be as follows:

1. The sidewalks and entrances of the Building and Project shall not be obstructed or used as a waiting or lounging place by tenants, and their agents, servants, employees, invitees, licensees and visitors. All entrance doors leading from any Leased Premises to the hallways are to be kept closed at all times.
2. In case of invasion, riot, public excitement or other commotion, Landlord also reserves the right to prevent access to the Building during the continuance of same. Landlord shall in no case be liable for damages for the admission or exclusion of any person to or from the Building.
3. Landlord will furnish Tenant with four (4) keys to each door lock on the Leased Premises, and Landlord may make a reasonable charge for any additional key request by any tenant. No tenant shall have any keys made for the lease Premises; nor shall any tenant alter any lock, or install new or additional locks or bolts, on any door without the prior written approval of Landlord. In the event of such alteration or installation, and approved by Landlord, the tenant making such alteration shall supply Landlord with a key for any such lock or bolt. Each tenant, upon the expiration or termination of its tenancy, shall deliver to Landlord all security cards and keys in any such tenant's possession for all locks and bolts in the Building.
4. In the event that Tenant does not keep the Leased Premises in a state of cleanliness, then in order that the Building may be kept in a state of cleanliness, each tenant shall during the term of each respective lease, permit Landlord's employees (or Landlord's agent's employees) to take care of and clean the Leased Premises and Tenants shall not employ any person(s) other than Landlord's employees (or Landlord's agent's employees) for such purpose. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness of the Leased Premises. Tenants will see that (i) the windows are closed (ii) the doors securely locked and (iii) all water faucets and other utilities are shut off (so as to prevent waste or damage) each day before leaving the Leased Premises. In the event tenant must dispose of crates, boxes, etc., which will not fit into trash containers, it will be the responsibility of Tenant to dispose of same. In no event shall Tenant set such items in the public hallways or other areas of the Building or parking facility, excepting Tenant's own Leased Premises, for disposal.
5. The toilet rooms, toilets, urinals, wash bowls and water apparatus shall not be used for any purpose other than for those for which they were constructed or installed, and no sweepings, rubbish, chemicals, or other unsuitable substances shall be thrown or placed therein. The expense of any breakage, stoppage or damage resulting from violation(s) of this rule shall be borne by the Tenant by whom, or by whose agents, employees, invitees, licensees or visitors, such breakage, stoppage or damage shall have been caused.
6. No sign, name, placecard, advertisement or notice visible from the exterior of any Leased Premises, shall be inscribed, painted or affixed by any tenant on any part of the Building or Project without the prior written approval of Landlord. All signs or letterings on doors, or otherwise, approved by Landlord shall be inscribed, painted or affixed at the sole cost and expense of the Tenant, by a person approved by Landlord.
7. No signaling, telegraphic or telephonic instruments or devices, or other wires, instruments or devices, shall be installed in connection any Leased Premises without the prior written approval of Landlord. Such installations, and the boring or cutting for wires, shall be made at the sole cost and expense of the Tenant and under control and direction of the Landlord. Landlord retains, in all cases, the right to require (i) the installation and use of such electrical protecting devices that prevent the transmission of excessive currents of electricity into or through the Building, (ii) the changing of wires and their installation and arrangement underground or otherwise as Landlord may direct, and (iii) compliance on the part of all using or seeking access to such wires with such rules as Landlord may establish relating thereto. All such

wires used by Tenants must be clearly tagged at the distribution boards and junction boxes and elsewhere in the Building, with (i) the number of the Leased Premises to which said wires lead, (ii) the purpose for which wires are used, and (iii) the name of the company operating same.

8. Tenant, their agents, servants or employees, shall not (a) go on the roof of the Building, (b) use any additional method of heating or air conditioning the Leased Premises, (c) sweep or throw any dirt or other substance from the Leased Premises into any of their sidewalks, parking area or other common areas of the shopping center, elevators, or stairways of the Building, (d) bring in or keep in or about the Leased Premises any vehicles or animals of any kind, (e) install any radio or television antennae or any other device or item on the roof, exterior walls, windows or windowsills of the Building, (f) place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Building, (g) use any Leased Premises: (i) for lodging or sleeping, (ii) for cooking (except for brewing coffee, tea and similar beverages shall be permitted, provided that such use in compliance with law), (iii) for any manufacturing, storage or sale of merchandise or property of any kind, (h) cause or permit unusual or objectionable odor to be produced or permeate from the Leased Premises, including, without limitation to, duplicating or printing equipment fumes, and (i) install or operate any vending machines in the Leased Premises. Tenant, its agents, servants and employees, invitees, licensees, or visitors shall not permit the operation of any musical or sound producing instruments or devices which may be heard outside Leased Premises, Building or Parking area, or which may emit electrical waves which will impair radio or television broadcast or reception from or into the Building.

9. Tenants shall not store or use in any Leased Premises any (a) ether, naphtha, phosphorous, benzol, gasoline, benzine, petroleum, crude or refined earth or coal oils, flashlight powder, kerosene or camphene, (b) any other flammable, combustible, explosive or illuminating fluid, gas or material of any kind, and (c) any other fluid, gas or material of any kind having an offensive odor, without the prior written consent of Landlord.

10. No canvassing, soliciting, distribution of hand bills or other written material, or peddling shall be permitted in the Building or the Project, and Tenants shall cooperate with Landlord in prevention and elimination of same.

11. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electrical facilities or any part or appurtenance of Leased Premises.

12. If any Leased Premises becomes infested with vermin, the Tenant, at its sole cost and expense, shall cause its premises to be exterminated from time to time to the satisfaction of the Landlord and shall employ such exterminators as shall be approved by Landlord.

13. No curtains, blinds, shades, screens, awnings or other coverings or projections of any nature shall be attached to or hung in, or used in connection with any door, window or wall of the premises of the building without the prior written consent of the Landlord.

14. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of Landlord or of the Building, or its desirability as an office building for existing or prospective tenants who require the highest standards of integrity and respectability, and upon written notice from landlord, Tenant shall refrain from or discontinue such advertising.

15. Wherever the word "Tenant" occurs, it is understood and agreed that it shall also mean Tenant's associates, employees, agents and any other person entering the Building or the Lease Premises under the express or implied invitation of Tenant. Tenant shall cooperate with Landlord to assure compliance by all such parties with rules and regulations.

16. Service Request. All service requests are to be reported promptly and directly to Landlord, or Landlord's designated agent, during normal office hours, excepting emergency calls which shall be reported immediately at any time.

17. Trash Maintenance. Initial move-in trash from inventory, including but not limited to packing crates, is not considered a common area expense. Landlord shall, upon request from Tenant, remove same, at Tenant's sole cost and expense. Trash containers are to be contracted for and maintained by Landlord and will be part of common area costs. Any wet trash, including but not limited to food debris, is to be placed in plastic bags and tied before being placed in containers. All trash is to be placed in the trash containers, including boxes, which are to be broken down to allow more space. Sidewalk trash containers are not for personal or business use. In the event any item is left at the rear of the premises or at the base of the trash containers and can be determined to which Tenant it belongs, Landlord has the right to charge that Tenant

the cost to have it removed. The exterior areas immediately adjoining the Leased Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas. No debris shall be swept or removed from Premises onto sidewalk or common areas.

18. Deliveries. All deliveries or shipments of any kind to and from the Premises, including loading and unloading of goods, shall be made only by way of the side of the Premises and only at such reasonable times designated for such purpose by Landlord; trailers and/or trucks servicing the Premises shall remain parked along the South side of the Building on the North side of the driveway only during those periods reasonably necessary to service Tenant's operations. No trucks are to be parking the front parking area.

19. Landlord reserves the right to make reasonable amendments, modifications and additions to the Rules and Regulations heretofore set forth, and to make additional reasonable rules and regulations, as in Landlord's sole judgment may from time to time be needed for the safety, care, cleanliness and preservations of good order of the Building.

20. Building Hours. The Building will be open Monday - Friday 7:00 a.m. - 6:00 p.m. and closed Saturday and Sunday. The Building's HV/AC hours will be Monday - Friday 7:00 a.m. - 6:00 p.m.; Saturday 7:00 a.m - 12:00 Noon; and off on Sunday. Tenant shall have 24 hours access, 7 days a week via the current Security Access System.

21. Non-Smoking Building. The Building is a non-smoking Building. Smoking is prohibited at all times within the entire Building, including all leased premises, as well as all public/common areas. This prohibition applies during business and non-business hours to restrooms, elevators, elevator lobbies, first floor lobby, stairwells, common hallways, the lunch room and any other public/common area, as well as to all areas within the Leased Premises by Tenants. Smoking is only permitted in the designated smoking area outside the Building and away from the entrances to the Building.

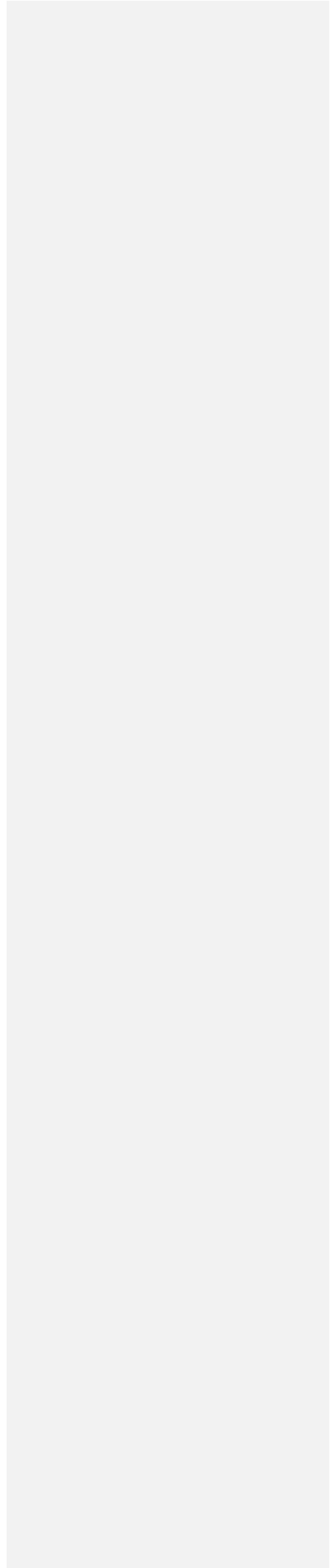
22. With the exception of certain designated reserved, handicapped person and car pool area, there will be no assigned parking spaces in the parking lot.

23. Vehicles must be parked within the marked space.

24. To insure safe traffic flow within the parking lot, all traffic signs and signals must be adhered to.

25. Persons using the parking lot do so at their own risk. The Landlord specifically disclaims all liability, except when caused solely by its gross negligence or willful misconduct, for any personal injury incurred by users of the parking area, their agents, employees, family, friends or guests, or as a result of damage to, theft of, or destruction of any vehicle or any contents thereof as a result of the operation or parking of vehicles in the parking lot.

DRAFT



Agenda Item "XI"
Regular Board Meeting August 11, 2008
Consideration of Approval of Budget Amendment

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approval of an amendment to the 2007-2008 budget for restricted revenue and expenses relating to a reallocation of employee insurance appropriations by ERS to the District.

BACKGROUND

As an annual part of their administration of the employee insurance program, the Employee Retirement System (ERS) analyzes unspent premiums and reallocates the unspent amount to higher education institutions. The ERS has issued a reallocation to the College in the amount of \$180,013 for the fiscal year 2007-2008.

IMPACT OF THIS ACTION

Approval of the budget amendment will allow the District to utilize the additional allocation to offset employer funded expenses charged to the operating budget.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Restricted revenues and restricted expenses will each be increased by \$180,013. The net impact on the restricted budget is zero; however the additional revenue from the state will allow the College to reduce its employer funded expenses in the operating fund by \$180,013.

MONITORING AND REPORTING TIMELINE

The Payroll Office provides continuous monitoring of ERS appropriations and monthly premium payments.

ATTACHMENTS

Attachment 1 – Reallocation of Employee Insurance Appropriations

RESOURCE PERSONNEL

Ken Lynn	281.998.6306	kenneth.lynn@sjcd.edu
Mini Izaguirre	281.998.6347	mini.izaguirre@sjcd.edu



MEMORANDUM

**EMPLOYEES
RETIREMENT
SYSTEM OF TEXAS**

Ann S. Fuelberg
Executive Director

Bill Ceverha
Chair
Yolanda Griego
Vice-Chair

Board of Trustees
Cydney C. Donnell
Don Green
I. Craig Hester
Owen Whitworth

DATE: July 31, 2008
TO: Payroll Officers & CFO's
Higher Education Institutions
FROM: Michael Wheeler, Chief Financial Officer
SUBJECT: FY 2007 Reallocations of Employee Insurance Appropriations

We are pleased to inform you that the Employees Retirement System (ERS) has been able to reallocate General Revenue Fund appropriations among Higher Education Institutions for FY 2007.

The reallocation to each institution was based on a proportionally calculated ratio of the total amount available for reallocation to the total amount of under-funding. If this amount has generated an overpayment for FY 2007, we recommend that you request ERS to transfer your LOCAL OR LOCAL FUNDS IN THE TREASURY to the current fiscal year to eliminate the overpayment.

The amount reallocated to your institution will be shown on the *Insurance and TexFlex Summary for July 2008*.

If you have been delaying payment of any FY 2007 balances waiting for the reallocation to be determined, please pay the remaining amounts due immediately. Please remember that the General Revenue Fund appropriation cannot be transferred to another fiscal year.

If you or your staff has any questions related to the reallocation, please contact Carolyn Collins at (512) 867-7198 or email Carolyn.Collins@ers.state.tx.us.

Employees Retirement System of Texas
Higher Education Insurance State Contribution Analysis
For AY2007 Reallocation

<u>Institution No.</u>	<u>Institution Name</u>	<u>Over Funded</u>	<u>Amount Reallocated</u>
0978	San Jacinto College		180,012.72

Action Item "XII"
Regular Board Meeting August 11, 2008
Consideration of Approval of a Contract with Crosswind Ventures, Inc.
To Conduct National Search for Chief Information Officer

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a contract with Crosswind Ventures, Inc. to perform a national executive search to fill the position of Chief Information Officer.

BACKGROUND

Since 2006, the Chief Information Officer (CIO) position has been contracted to the consulting firm of LANWalton. The services provided by LAN Walton have extensively upgraded the College's information technology infrastructure and services. Major accomplishments during the past 2 years have been to implement remote disaster recovery facility; replaced, reorganized and reduced 204 physical servers with 64 physical servers scalable to 500 virtual servers; implemented Dell 3 year refresh plan and have replaced approximately 3,800 of the College's 5,000 unit inventory of desktop PC's and laptops; tripled available disk space from 20TB to 66TB; outsourced PCI compliance to TouchNet; installed approximately 140 multimedia classrooms; increased internet bandwidth from 30MB to 100MB; etc.

The service quality and the depth of improvements facilitated by LAN Walton affords the College the opportunity to employ an internal CIO at a point where the technology infrastructure has been stabilized; a current technology improvement plan has been established and is effective; and, the cost/benefit ratio of consulting services versus internal CIO is now in the College's favor.

IMPACT OF THIS ACTION

Approval of the contract with Crosswind Ventures, Inc. will allow the College to conduct a national search for suitable candidates and conclude the employment process near the end of December, 2008.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The cost of the employment search will be paid from the Vice Chancellor of Fiscal Affairs 2008-2009 non-departmental budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 – Fee Schedule

RESOURCE PERSONNEL

Kenneth Lynn

281.998.6306

kenneth.lynn@sjcd.edu



July 28, 2008

Executive Search Committee
San Jacinto Community College District
Attn: Vice Chancellor of Fiscal Affairs
4624 Fairmont Parkway, Suite 209
Houston, Texas 77504

FEE SCHEDULE

CrossWind Ventures, Inc. is pleased to submit to San Jacinto College our fee schedule for retained search services.

- A total fee of 25% of the candidate's annualized starting base salary (exclusive of any guaranteed bonuses or any other cash compensation), payable as follows:
 - 25% of the total estimated fee is payable to CWVI at initiation of the search
 - 25% is payable to CWVI upon presentation of 5 qualified candidates to the Client
 - 50% (or full remaining balance) is payable to CWVI upon the candidate's start date of employment with the Client
- CWVI will be entitled to prompt reimbursement for any/all expenses incurred in directly performing the search for San Jacinto College (incl. air fare, ground transportation, hotel, meals, etc...) at cost. All expenses must be pre-approved by Client and actual receipts will be provided as backup to the Client.

In order for an initial payment to be calculated, Fees will be initially estimated on a base salary of \$160,000; therefore the first two payments will be \$10,000 each. If the annualized base salary changes, adjustments will be made at the final payment upon candidate's start date.

Fees will be incurred on any candidate submitted by CrossWind Ventures, Inc. and hired by San Jacinto College for a period of one (1) year from the date of submittal. If the employee voluntarily terminates their employment or is terminated for cause prior to fulfilling one (1) full year of employment with San Jacinto College, CrossWind Ventures, Inc. will replace the candidate for no additional fee. All payments are due within ten (10) days of receipt of invoice for guarantee to remain in force.

In the event that San Jacinto College does not fill the position with a candidate submitted by CrossWind Ventures, CrossWind Ventures will apply any fees paid – which would be not be larger than 50% of the total estimated fee – for the search against one new search assignment for a comparable level position from San Jacinto College. If, for any reason, SCJD decides to cancel the assignment after the first month, CWVI remaining fees are calculated on a prorated basis per the number of qualified candidates presented with a maximum of \$10,000.

CWVI will participate in a series of meeting with key executives, directors, representatives, etc. to gain as much knowledge of SJCD's needs and requirements to finalize the job description and specifications of the ideal candidate and will assist in the development of the candidate interview questions. SJCD will approve the final job description and candidate interview questions. CWVI will conduct initial reference checks based on information furnished by candidate on his/her resume.

CrossWind Ventures, Inc. does not do formal background checks. Client is urged to perform any and all background checks that Client believes to be suitable and appropriate and is urged to employ professionals in the field of such checks to perform the same. CrossWind Ventures, Inc.

CrossWind Ventures, Inc.
11757 Katy Freeway, Suite 830 Houston, TX 77079
(281) 752 – 8181 www.cwvi.com



does not do reference checks except upon the specific instructions of Client and such reference checks are limited to the information furnished by candidate on his/her resume. CrossWind Ventures, Inc. does not warrant any information on a candidate's resume to be accurate and any reference checks requested by Client will be conducted from the candidate's resume. Client is urged to perform its own reference checks.

Agreed to this date for CWVI:

Agreed to this date for San Jacinto College:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ACTION ITEM "XIII"

REGULAR BOARD MEETING, August 11, 2008

RECOMMENDATION

Recommend approval of changes to Policy VI-P: Policy on Student Records. These changes were presented for a first reading to the Board Policy Committee on July 7, 2008.

Policy on Student Records

This policy outlines the regulations that pertain to records of San Jacinto College students.

Student Records:

Records of present or former students of the College are confidential and are not public information.

Therefore, the following regulations regarding student records shall apply.

1. TYPE OF RECORDS MAINTAINED:

a. Records maintained are:

- Academic progress
- Permanent academic data
- Attendance records
- Standardized test results
- Psychological tests and evaluations
- Discipline records
- Book records
- Office information
- Counselor's information
- Other records related to a student's day-to-day status
- Any other information in a file assigned to a student

b. Notes and observations recorded by an individual teacher or other employee and kept for personal use are not student records except under the following conditions:

- The information is shared with someone other than a substitute for the employee.
- The information is used in preparation of student records.

c. Each student record shall be identifiable as to the source.

2. DEFINITION OF TERMS:

a. The following terms are interpreted as indicated.

- STUDENT RECORDS—any personally identifiable information concerning a student maintained for use by the college
- ELIGIBLE STUDENT—a student who attends or has attended the school from which records are requested
- CUSTODIAN—the chancellor of the college district
- CUSTODIAN'S AGENT—the vice chancellor, provost, presidents, vice presidents of instruction, vice presidents of student services, directors of technical education, registrars and those persons appointed by any of these to safeguard or to use student records
- DIRECTORY INFORMATION
 1. Name
 2. Address
 3. Telephone
 4. Date and place of birth
 5. Degrees earned and dates
 6. Major field of study
 7. Academic classification
 8. Dates of attendance
 9. Number of term hours in progress
 10. Previous high school and colleges attended
- SCHOOL OFFICIAL—a trustee, employee, or designated agent of the school
- LEGITIMATE EDUCATIONAL INTEREST—any interest which affects the student's educational contact with the school.

3. REVIEW OF RECORDS:

- a. A student's file may at any time be reviewed and records no longer pertinent to the student may be destroyed. An inaccurate or inappropriate entry into the records may not be corrected or removed when an eligible student has made a request to review the record and the request has not yet been honored.
- b. Request for examination of personally identifiable information must be made in person in writing by the eligible student to the responsible agent. The request shall identify the specific record(s) to be examined. Requests shall be honored as soon as practical, but the request must be honored within 45 days.
- c. Requests for copies of student records may be made by an eligible student to the appropriate agent.
- d. A log of requests for a student's records shall be maintained in the student's file indicating all requests, date of requests, by who made, and whether or not each request was honored.

4. ACCURACY OF INFORMATION:

- a. If an eligible student believes that information in his or her educational records is inaccurate or misleading or otherwise violates the student's privacy, a request for correction may be given in writing to the custodian of the record or other school official who is responsible for the record. If the correction is not made within a reasonable length of time (a maximum of 30 school days), the student may request a hearing. The Dean of Student Development shall serve as the hearing officer; however, if the Dean of Student Development is the custodian of the record in question or otherwise has a direct interest in the outcome of the hearing, then the Vice President of Instruction shall serve as the hearing officer.
- b. A hearing must be held within a reasonable length of time (a maximum of 30 school days) after the request has been made. The hearing officer shall provide the eligible student and the custodian of the record reasonable notice of the date, time and place of the hearing. In advance of the hearing, the custodian of the record shall prepare a packet containing copies of the contested records and any other relevant records or documents, including any applicable policies and procedures. The custodian of the record shall prepare a memorandum summarizing the reasons why he or she believes that the challenged record is not inaccurate or misleading or otherwise a violation of the student's privacy. The custodian shall provide the packet and memorandum to the student and hearing officer at least one school day prior to the hearing. The student shall have a full and fair opportunity to present his or her own evidence related to the accuracy of the record. The student, at his or her own expense, may be represented by counsel or any other individual.
- c. The hearing officer shall prepare a written ruling within a reasonable time after the hearing (a maximum of 30 school days). The ruling must be based solely on the evidence presented at the hearing. The ruling must include a summary of the evidence and the reasons for the ruling.
- d. If hearing officer concludes that no correction to the record is warranted, the eligible student is to be notified and informed of the right to place in the records a statement either commenting on or setting forth a reason for disagreeing with the school's decision.
- e. If the eligible student has a legitimate complaint following a hearing, it may be filed with the Family Educational Rights and Privacy Act Office, Department of Education, in Dallas, Texas.
- f. A hearing pertaining to student records may be scheduled to challenge the accuracy of recording but not the assignment or merits of a grade.

5. RELEASE OF RECORDS:

- a. With the exceptions recognized in this policy, the release of student records shall require written approval of an eligible student.
- b. In all instances, legal directives and requirements of the Family Educational Rights and Privacy Act of 1974 and the Texas Open Records Law pertaining to student records shall be followed.

6. ACCESSIBILITY OF RECORDS:

- a. Student records shall be accessible without consent to the following:
 - Officials, faculty and staff of the college who have a legitimate educational interest in the student's record.
 - Officials of other schools in which the student seeks or intends to enroll. The student is entitled to a copy of the record forwarded to the other institutions if the student so desires.

- Individuals needing the information in connection with a student's application for or receipt of financial aid.
- State or local officials to whom educational data must be reported.
- Legitimate organizations (ACT, CEEB, ETS) developing, validating, or administering predictive tests or student aid programs. Such data are not to be released in any identifiable form and will be destroyed by the organization after the research has been completed.
- Accrediting agencies.
- Parents of a dependent student as defined in Section 152 of the Internal Revenue Code of 1954.
- In compliance with judicial order or pursuant to any lawfully issued subpoena.
- Representative of the Comptroller General of the United States, Department of Education, administrative heads of educational agencies, or state education authorities.

For purposes of this policy, a "school official" is a person employed by the College in an administrative, supervisory, academic or research, or support staff position (including law enforcement unit personnel and health staff); a person or company with whom the College has contracted as its agent to provide a service (such as an attorney, auditor, health care professional or diagnostician, computer services professional, or insurer); a person serving on the Board of Trustees; a student serving on an official committee, such as a disciplinary or grievance committee; or a student assisting another school official in performing his or her tasks. The term "school official" also includes representatives of hospitals and clinical sites with whom the College has a contractual relationship that permits students to receive clinical training as part of their educational programs.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the College.

- b. Personally identifiable information may also be released to legitimate agencies providing financial assistance to students, to organizations conducting studies for the purpose of developing, validating, or administering tests, or for the purpose of improving instruction, provided that the information is not to be revealed to a third party.
- c. Directory information will be released without consent by the custodian or an agent. An eligible student must object in writing within the first 12 days of fall or spring term, or first four days of a summer term, to the release of any directory information.
- d. The agent may require a conference with the eligible student during a review or with anyone entitled to access to any records prior to release of the records if necessary to an understanding of the records.

7. POLICY AVAILABILITY AND NOTICE:

- a. A copy of this policy will be made available upon request to eligible students.
- b. At least once annually, an effort shall be made to inform eligible students of their rights under the provisions of this policy. Such effort shall be made through the college, student handbook, and each term's class schedule.

ACTION ITEM "XIV"

REGULAR BOARD MEETING, August 11, 2008

RECOMMENDATION

Recommend approval of changes to Policy VI-N: Policy for Students Appealing a Final Grade and Accompanying Guidelines. These changes were presented for a first reading to the Board Policy Committee on July 7, 2008.

Policy VI-N Policy For Students Appealing A Final Grade

Grade determination and awarding of a final grade in the course is clearly the responsibility of the instructor. Final grade reports should be available to the student within a reasonable time following the end of the course.

When a student becomes aware of a final grade that he or she believes is incorrect, he or she may appeal a final grade received in the course. The appeal process shall be initiated by the student as soon as possible following the receipt of the grade, but shall be filed no later than 30 days after the end of that semester, and must be resolved no later than the end of the next long semester following receipt of the grade.

[\(See Guidelines and Procedures, Section 6-8\)](#)

(Effective June 5, 1984. Revised May 2, 1994, May 10, 2004.)

ACTION ITEM "XV"

REGULAR BOARD MEETING, August 11, 2008

RECOMMENDATION

Recommend approval of new Policy IV-B-3c: Policy Against Workplace Bullying. This new policy was presented for a first reading to the Board Policy Committee on July 7, 2008.

Policy IV-B-3c: Workplace Bullying

EMPLOYEE STANDARDS OF CONDUCT: POLICY AGAINST WORKPLACE BULLYING

Workplace Bullying Policy

Policy:

San Jacinto College defines bullying as *“repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior violates San Jacinto College’s Values which clearly states a value of integrity with ethical and professional behavior which instills confidence and trust.*

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives that San Jacinto College will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Guidelines:

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual which is important. San Jacinto College considers the following types of behavior examples of bullying:

- **Verbal Bullying:** slandering, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- **Physical Bullying:** pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person’s work area or property
- **Gesture Bullying:** non-verbal threatening gestures, glances which can convey threatening messages
- **Exclusion:** socially or physically excluding or disregarding a person in work-related activities

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person

- Shouting, raising voice at an individual in public and/or in private
- Using verbal or obscene gestures
- Not allowing the person to speak or express him/herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's job performance or description
- Ignoring/interrupting an individual at meetings
- Public reprimands
- Repeatedly accusing someone of errors which cannot be documented
- Deliberately interfering with mail and other communications
- Spreading rumors and gossip regarding individuals
- Encouraging others to disregard a supervisor's instructions
- Manipulating the ability of someone to do their work (e.g. overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
- Inflicting menial tasks not in keeping with the normal responsibilities of the job
- Taking credit for another person's ideas
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc)
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)
- Other failures of good behavior not mentioned specifically above but covered in other College instructions and regulations or federal, state, or local laws.

For discussion of harassment, please see the College's [Anti-Harassment Policy IV-B-3b](#).

ITEM "A"

REGULAR BOARD MEETING, August 11, 2008

RECOMMENDATION

Recommend Board approval of the minutes for July 7, 2008, Regular Board Meeting.

SAN JACINTO COLLEGE DISTRICT
BOARD MEETING MINUTES

July 7, 2008

The Board of Trustees of the San Jacinto Community College District met at 7:00 p.m., Monday, July 7, 2008, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas for the Regular Board Meeting.

Members Present: Marie Flickinger, Chair
Dan Mims, Vice Chair
Ben Meador, Secretary
Larry Wilson, Assistant Secretary
J. D. Bruce
Wayne Slovacek
Dr. Ruede Wheeler

Administrators: Bill Lindemann
James Fowler
Ken Lynn
Laurel Williamson
Charles Grant
Monte Blue
Maureen Murphy

Others Present:

Kelly Simons	Allison Hennessey	Serita Dickey
Brook Zemel	Wayne Hall	Teri Fowle
Amanda Booren	Barbara Taplin	Nancy McShane
Hannah McCue	Bill Raffetto	Larry Vandiver
Bill Mattei	Jason Chan	Neil Matkin
Keith Hudson	Larry Logsdon	Jan Matkin
Lt. Baxter	Brenda Dunaway	Danny Snooks
Rikki Saldivar	Richard Bailey	Bill Dickerson
Sallie K. Janes	Carol Schwing	

Chair Marie Flickinger called the regular meeting of the Board of Trustees to order. The invocation was given by James Fowler and the pledge was led by Teri Fowle.

Special Recognitions George Gonzales gave an Institutional Outcome report on Community Enrichment: *to provide community outreach and information by increasing the visibility of the College in the communities that the College serves.*

Achieving the Dream Presentations Larry Vandiver presented the Comprehensive Self Assessment Exam Review Course in Respiratory Care - an Achieving the Dream initiative.

Communications: Thank you from Angela Laredo for plant sent in memory of her loved one.

Thank you from the family of Carolyn Miller for flowers sent in her memory.

Chair Marie Flickinger read letter from Board member, J. D. Bruce, stating his intent to retire from the Board, effective August 11, 2008.

Hearing of Citizens: None.

Informative Reports: Report on Gifts and Grants was presented and filed for information. The Financial Statement was presented and filed for information.

**Motion 7991
Resolution Naming
J. D. Bruce Trustee
Emeritus** Motion was made by Ruede Wheeler, seconded by Ben Meador, to approve a resolution giving J. D. Bruce the title of *Trustee Emeritus*.

Motion carried.

Yeas: Flickinger, Wilson, Mims, Wheeler, Slovacek, Bruce, Meador

Nays: None

**Motion 7992
Amendment to the
2007-2008 Budget** Motion was made by Dan Mims, seconded by Larry Wilson, to approve an amendment to the 2007-2008 budget for restricted revenue and expenses relating to federal and state grants.

Motion carried.

Yeas: Bruce, Flickinger, Wilson, Wheeler, Slovacek, Mims, Meador

Nays: None.

**Motion 7993
Hiring of Dr. Neil Matkin
As President of the
Central Campus** Motion was made by Larry Wilson, seconded by Wayne Slovacek, to approve hiring Dr. H. Neil Matkin as President of the Central Campus at a salary of \$160,000/year; \$7,200 auto stipend/year; \$1,200 phone stipend/year, effective August 7, 2008.

Motion carried.

Yeas: Flickinger, Wilson, Mims, Wheeler, Slovacek, Bruce, Meador

Nays: None

**Motion 7994
2008-2009
Strategic Initiatives** Motion was made by Larry Wilson, seconded by Ben Meador, to approve the San Jacinto College Strategic Initiatives for 2008-2009.

Motion carried.

Yeas: Flickinger, Wilson, Mims, Wheeler, Slovacek, Bruce, Meador

Nays: None

**Motion 7995
Senior Manager
Compensation Pkg.**

Motion was made by Ruede Wheeler, seconded by Wayne Slovacek, to approve the senior manager compensation package (effective July 14, 2008) for the three presidents of the campuses and the vice chancellors of fiscal affairs and instructional programs and services.

Motion carried.

Yeas: Flickinger, Wilson, Mims, Wheeler, Slovacek, Bruce, Meador

Nays: None

**Motion 7996
Consent Agenda**

Item C (personnel recommendations) and Item E (next meeting date) were removed for separate vote

Motion was made by Ben Meador, seconded by Dan Mims, to approve Items A, B and D on the consent agenda:

- A. Approval of the Minutes for June 2, 2008 Regular Board Meeting and June 10, 2008 Board Workshop.
- B. Approval of the 2007/2008 Budget Transfers.
- D. Approval of the Affiliation Agreements.

Motion carried.

Yeas: Wheeler, Flickinger, Slovacek, Mims, Wilson, Bruce, Meador

Nays: None

Discussion of Item C – change Laurel Williams to Laurel Williamson.

Discussion of Item E – change date of next Board meeting to August 11, 2008.

**Motion 7997
Consent Agenda
Items C and E**

Motion was made by Ruede Wheeler, seconded by Larry Wilson, to approve Items C and E with the above changes.

Motion carried.

Yeas: Flickinger, Wilson, Mims, Wheeler, Slovacek, Bruce, Meador

Nays: None

Report from Board Policy Committee:

James Fowler, Vice Chancellor of Human Resources, gave a report from the Policy Committee Meeting. The policies were presented for first reading and will be on the August 11, 2008 agenda for approval. Suggested changes to the vacation guidelines were discussed for implementation this summer.

Motion 7998 Motion was made by Dan Mims, seconded by Larry Wilson, to approve
Bids the following bids:

EQUIPMENT, SUPPLIES & SERVICES BIDS

District:

RFP #08-22 – Promotional Merchandise-Apparel (pgs 3 – 7) \$179,650

TOTAL OF ALL BIDS/RFP **\$179,650**

**PURCHASE REQUEST,
SOLE SOURCE VENDORS,
COOPERATIVES, AND CONTACT RENEWALS**

Purchase Request #1 – Computer Purchase (pg 8)	\$159,703
Purchase Request #2 – Copier (pg 9)	100,000
Purchase Request #3 – Student Accident / Catastrophic Insurance (pg 10)	77,478
Purchase Request #4 – Notification System Services (pg 11)	71,875
Purchase Request #5 – Mowers (pg 12)	47,747
Purchase Request #6 – Preventative Maintenance – UPS Systems (pg 13)	25,000
Purchase Request #7 - Emergency Purchase – Transformer (pg 14)	19,650
Purchase Request #8 - Pollution Liability Insurance (pg 15)	<u>1,213</u>

TOTAL OF PURCHASE REQUESTS: **\$502,666**

RATIFICATIONS

Purchase Request #9 – Emergency Purchase – Building Repairs (pg 16)	\$50,000
Purchase Request #10 – Threat Management System (pg 17)	<u>22,000</u>

TOTAL OF PURCHASE RATIFICATIONS **\$72,000**

GRAND TOTAL: **\$754,316**

Motion carried.

Yeas: Flickinger, Wilson, Mims, Wheeler, Slovacek, Bruce, Meador

Nays: None

The meeting adjourned at 7:35 p.m.

Chair

Secretary

Date approved: _____

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends the Board of Trustees approval of budget transfers for 2007-2008 which have been made in accordance with State accounting procedures.

BACKGROUND

Adoption of the budget by the Board of Trustees in August of each year serves as the authorization to expend funds for the next fiscal year. The budget is adopted by functional classification (or cost elements: Instruction, Academic Support, Student Services, Institutional Support, and Operation and Maintenance of Plant) as defined by the National Association of College and University Business Officers (NACUBO). Realizing that the budget is a viable document that reflects the evolving needs of the District in terms of meeting goals and objectives, occasional movement of budgeted funds between cost elements is desirable and warranted. The budget transfers under consideration represent previously authorized expenditures that are requested to be reclassified from one cost element to another cost element.

IMPACT OF THIS ACTION

Approval of the budget transfers will allow the District to more effectively utilize existing resources in fulfilling its instructional objectives.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

None – reclassification of existing authorizations.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 – Budget Transfers

RESOURCE PERSONNEL

Ken Lynn	281.998.6306	kenneth.lynn@sjcd.edu
Mini Izaguirre	281.998.6347	mini.izaguirre@sjcd.edu

**SAN JACINTO COMMUNITY COLLEGE DISTRICT
BUDGET TRANSFERS FOR THE AUGUST 11, 2008 BOARD MEETING
FISCAL YEAR 2007/2008**

	ELEMENT OF COST	DEBIT	CREDIT
DISTRICT			
	INSTRUCTION	\$ 2,800.00	
	PUBLIC SERVICE	9,000.00	
	ACADEMIC SUPPORT	3,730.00	
	STUDENT SERVICES	1,704.85	
	INSTITUTIONAL SUPPORT	419.51	\$ 63,526.39
	PHYSICAL PLANT	600.00	
	AUXILIARY ENTERPRISES		
CENTRAL			
	INSTRUCTION	81,752.93	419.51
	PUBLIC SERVICE		
	ACADEMIC SUPPORT	1,071.25	
	STUDENT SERVICES	5,037.38	1,925.00
	INSTITUTIONAL SUPPORT		76,853.31
	PHYSICAL PLANT	2,594.44	
	AUXILIARY ENTERPRISES	4,282.00	
NORTH			
	INSTRUCTION	54,316.70	
	PUBLIC SERVICE		
	ACADEMIC SUPPORT	11,681.65	
	STUDENT SERVICES	42,218.74	6,500.00
	INSTITUTIONAL SUPPORT		99,550.82
	PHYSICAL PLANT	6,578.40	7,310.99
	AUXILIARY ENTERPRISES	22,961.83	
SOUTH			
	INSTRUCTION	13,605.81	190.00
	PUBLIC SERVICE		600.00
	ACADEMIC SUPPORT	65.50	104,436.59
	STUDENT SERVICES	111,164.16	1,491.00
	INSTITUTIONAL SUPPORT		19,462.54
	PHYSICAL PLANT	1,681.00	
	AUXILIARY ENTERPRISES	5,000.00	
		<u>\$ 382,266.15</u>	<u>\$ 382,266.15</u>

These transfers reflect adjustments of budgetary allocations between campuses and departments.

CENTRAL

60,000.00 NON DESTRUCTIVE TESTING

\$ 60,000.00

NORTH

14,650.00 CONSULTING FEE L LEE
22,961.83 CHARTER BUSES
15,360.30 NC SPECIAL PURCHASE
19,700.00 DIESEL AUTO BODY RENOVATION
24,939.20 NC SPECIAL PURCHASE

\$ 97,611.33

SOUTH

99,269.59 SC INTERPRETING SERVICES

\$ 99,269.59

ITEM "C"

REGULAR BOARD MEETING, August 11, 2008

RECOMMENDATION

Recommend Board approval of the attached personnel recommendations.

RATIONALE

Hiring of personnel, resignations, retirements, etc.

FISCAL IMPLICATIONS TO THE COLLEGE

Budgeted

CONTACT PERSONS

James Fowler, Vice Chancellor of Human Resources

ITEM "D"

REGULAR BOARD MEETING, August 11, 2008

RECOMMENDATION

Recommend Board approval of the proposed 2008-2009 school year routine contract renewals for administrators and professional non-faculty.

RATIONALE

Routine annual contract renewals for administrators and professional non-faculty who continue to receive high performance reviews.

FISCAL IMPLICATIONS TO THE COLLEGE

Budgeted

CONTACT PERSON

James Fowler, Vice Chancellor of Human Resources

ITEM "E"

REGULAR BOARD MEETING, August 11, 2008

RECOMMENDATION

Recommend Board approval of the following Affiliation Agreements:

1. Affiliation Agreement between San Jacinto College North Campus Medical Assisting Program and Center of Family & Preventative Medicine;
2. Affiliation Agreement between San Jacinto College North Campus Medical Assisting Program and Space Center Medical;
3. Affiliation Agreement between San Jacinto College Central Campus and North Campus Health Centers and SJ Medical Center, LLC d/b/a St. Joseph Medical Center;
4. Affiliation Agreement between San Jacinto College Central Campus Associate Degree Nursing Program and Cornerstone Health Groups Hospitals, Clear Lake Campus;
5. Affiliation Agreement between San Jacinto College Central Campus Respiratory Therapy Program and Harris County Hospital District; and
6. Affiliation Agreement between San Jacinto College Central Campus Associate Degree Nursing Program and Harris County Hospital District.

RATIONALE

The Affiliation Agreements were reviewed by the College Attorney.

FISCAL IMPLICATIONS TO THE COLLEGE

None

CONTACT PERSONS

Daniel J. Snooks, Attorney

ITEM "F"

REGULAR BOARD MEETING, August 11, 2008

RECOMMENDATION

The next regularly scheduled meeting of the Board of Trustees will be on September 8, 2008.

ITEM "F"

REGULAR BOARD MEETING, August 11, 2008

RECOMMENDATION

The next regularly scheduled meeting of the Board of Trustees will be on September 8, 2008.

ACTION ITEM "XVI"

REGULAR BOARD MEETING, August 11, 2008

Presentation of Bids

**SAN JACINTO COMMUNITY COLLEGE DISTRICT
PURCHASE RECAP
AUGUST 11, 2008**

I. EQUIPMENT, SUPPLIES & SERVICES BIDS

District:

Property/Casualty Insurance (pgs 1 - 14)	\$1,621,412
Printing Services (pgs 15 - 19)	600,000
Mailing Services (pgs 20 -24)	49,970
Stationary Materials (pgs 25 - 29)	35,000
	<hr/> \$2,306,382

Campuses (Central and North)

Ultrasonic Flaw Detectors (pgs 30 - 34)	60,000
	<hr/> \$60,000

TOTAL OF ALL BIDS **\$2,366,382**

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

Purchase Request #1 - Purchasing Cooperatiaves (pg 35 - 38)	\$5,225,500
Purchase Request #2 - Architectural/Engineering Services (pg 39)	1,550,000
Purchase Request #3 - Lease Computers (pgs 40 - 41)	1,500,000
Purchase Request #4 - Media Advertising/Planning Consultant (pg 42)	1,000,000
Purchase Request #5 - Telephone Services Renewal (pg 43)	600,000
Purchase Request #6 - Lan Walton Additional Funding (pg 44)	550,000
Purchase Request #7 - Software License Renewal/Blackboard Support (pgs 45 - 46)	400,000
Purchase Request #8 - Mailing Services (pg 47)	300,000
Purchase Request #9 - Training/Consulting Services for Banner (pg 48)	245,000
Purchase Request #10 - Charter Bus Service (pg 49)	210,000
Purchase Request #11 - Fuel (pg 50)	203,000
Purchase Request #12 - Credit Card Merchant Services (pg 51)	200,000
Purchase Request #13 - Library Digital Access (pg 52)	195,000
Purchase Request #14 - Legal Services (pg 53)	180,000
Purchase Request #15 - Banner Annual Maintenance (pg 54)	178,293
Purchase Request #16 - COMPASS/ESL/WORKKEY Programs (pg 55)	150,000
Purchase Request #17 - Elevator Service (pg 56)	150,000
Purchase Request #18 - Publication Services (pg 57)	150,000
Purchase Request #19 - Workers' Compensation Insurance (pg 58)	116,419

**SAN JACINTO COMMUNITY COLLEGE DISTRICT
PURCHASE RECAP
AUGUST 11, 2008**

Purchase Request #20 - Asphalt Paving Services (pg 59)	110,000
Purchase Request #21 - Leasing Agreement (pg 60)	85,000
Purchase Request #22 - Backup Disk Storage (pg 61)	83,700
Purchase Request #23 - Newspaper/Online Advertising (pg 62)	80,000
Purchase Request #24 - Software (pg 63 - 64)	69,000
Purchase Request #25 - College Branding Consultation (pg 65)	60,000
Purchase Request #26 - CDW-G License Renewal (pg 66)	56,000
Purchase Request #27 - Server Management Renewal (pg 67)	55,500
Purchase Request #28 - Cosmetology Equipment/Supplies (pg 68)	55,000
Purchase Request #29 - Membership Dues (pg 69)	55,000
Purchase Request #30 - Identity Management Implementation (pg 70)	54,000
Purchase Request #31 - Software Maintenance (pg 71)	53,500
Purchase Request #32 - Audit Services (pg 72)	50,000
Purchase Request #33 - Architectural Drawings (pg 73)	50,000
Purchase Request #34 - Smarthinking Additional Funds (pg 74)	50,000
Purchase Request #35 - Identity Management Software (pg 75)	43,223
Purchase Request #36 - Automotive Training Equipment (pg 76)	42,686
Purchase Request #37 - Annual Maintenance Renewal (pg 77)	36,180
Purchase Request #38 - Professional Services (pgs 78 - 79)	35,155
Purchase Request #39 - Cosmetology Equipment/Supplies (pg 80)	35,000
Purchase Request #40 - Axiom Software Maintenance (pg 81)	33,000
Purchase Request #41 - Technical/Maintenance Support (pg 82)	30,190
Purchase Request #42 - Architectural/Engineering/Consulting Additional Funds (pg :	30,000
Purchase Request #43 - Annual Maintenance (pg 84)	26,000
Purchase Request #44 - Software (pg 85)	26,000
Purchase Request #45 - Depository/Investment Services (pg 86)	25,000

TOTAL OF PURCHASE REQUESTS **\$14,432,346**

GRAND TOTAL: **\$16,798,728**

RFP # 08-25
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Property/Casualty Insurance

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the award of RFP# 08-25 to McGriff, Seibels & Williams of Texas, Inc. and Rick Tinker Insurance for the 2008-2009 fiscal year.

BACKGROUND

Since Hurricane Katrina caused extensive damage in New Orleans in 2005, property insurance availability covering named storms in Gulf Coast regions has been very limited. The market is opening up somewhat, offering higher limits of coverage at somewhat reduced premiums, although it is still necessary to layer the insurance as no one company is willing to assume complete risk. McGriff, Seibels & Williams has presented a package of property coverages from multiple companies, each rated A-XIV or higher by A.M. Best, providing combined limits of \$200,000,000, for total property valuation of \$414,494,890. Flood insurance is from the National Flood Insurance Program (NFIP,) through Rick Tinker Insurance, with premiums totaling \$135, 538. Combined property and flood premiums total \$1,474,906.

The proposed Casualty package of coverages is from Travelers and AIG, both A+ XV A.M. Best rated companies, through McGriff, Seibels, & Williams, and carries combined premiums of \$146,506. Proposal spreadsheets for both property and casualty coverages are attached.

IMPACT OF THIS ACTION

Approval of this request will provide property and casualty insurance coverage for San Jacinto College District, effective September 1, 2008 through August 31, 2009.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total estimated expenditure for this request is \$1,621,412. Premiums shall be funded from the District Non-Departmental accounts.

MONITORING AND REPORTING TIMELINE

None`

ATTACHMENTS

Attachment 1 – Property Proposal Tabulation
Attachment 2 – Casualty Proposal Tabulation
Attachment 3 – Flood Coverage Proposal
Attachment 4 – Property Schedule
Attachment 5 – Claims History

RESOURCE PERSONNEL

Kenneth Lynn	281.998.6306	kenneth.lynn@sjcd.edu
Ann Kokx-Templet	281.998.6103	ann.kokx-templet@sjcd.edu
Nancy McShane	281.998.6303	nancy.mcshane@sjcd.edu

**SAN JACINTO COLLEGE PROPERTY INSURANCE
PROPOSAL TABULATION**

	Current Policies	Renewal Options		
	Layer 1	Layer 1	Layer 2	Layer 3
Insurance Companies	AIG/Lexington 25M Excess 25M Excess 25M Excess 25M	AIG/Lex(A+XV) 50M Excess Arch(AXV) 10M Steadfast(AXV) 30M MaxSpec(A+XV) 10M	Plus... Lancashire(A-XIII) 35M MaxSpec(A-XIV) 15M	Plus... Various Carriers Premium is "guess"
Property Insurance	0.3390	0.2535	0.2915	0.3231
Agent	McGriff	McGriff	McGriff	McGriff
Premium	\$1,363,830	\$1,050,884	\$1,208,250	\$1,339,368
Terrorism Premium	\$75,073	\$24,445	\$24,445	\$24,445
Replacement Cost Value	402,256,974	414,494,890	414,494,890	414,494,890
AOP Limit	100,000,000	100,000,000	150,000,000	200,000,000
Wind Limit	100,000,000	100,000,000	150,000,000	200,000,000
Named Wind Limit	100,000,000	100,000,000	150,000,000	200,000,000
Flood Limit	25,000,000	25,000,000	25,000,000	25,000,000
Named Flood Limit	25,000,000	25,000,000	25,000,000	25,000,000
AOP Deductible	50,000	50,000	50,000	50,000
Wind Deductible	100,000	100,000	100,000	100,000
Named Wind Deductible	3%, 250,000 Min	2%, 250,000 Min	2%, 250,000 Min	2%, 250,000 Min
Flood Deductible	250,000	250,000	250,000	250,000
Named Storm Flood Deductible	3%, 250,000 Min	2%, 250,000 Min	2%, 250,000 Min	2%, 250,000 Min

Indication Only

Excess Property				
Agent	TASB	TASB	TASB	TASB
Company	TASB (1)	TASB(NR)	TASB(NR)	TASB(NR)
Premium	\$80,527	\$82,899	\$82,899	\$82,899
Replacement Cost Value	402,634,387	414,494,890	414,494,890	414,494,890
Eff Policy Limit (AOP & Wind)	402,256,974	414,494,890	414,494,890	414,494,890
Total Limit (AOP & Wind)	502,256,974	414,494,890	414,494,890	414,494,890
Named Wind Limit	Not Covered	Not Covered	Not Covered	Not Covered
Flood Limit	Not Covered	Not Covered	Not Covered	Not Covered
AOP Deductible	100,000,000	100,000,000	100,000,000	100,000,000
Wind Deductible	100,000,000	100,000,000	100,000,000	100,000,000
Flood Deductible	Not Covered	Not Covered	Not Covered	Not Covered

Combined Coverage				
Agent	McGriff/TASB	McGriff/TASB	McGriff/TASB	McGriff/TASB
Company	Lex+/TASB	Lex + TASB	Lex + TASB	Lex + TASB
Premium incl Casualty savings	\$1,444,357	\$1,133,783	\$1,291,149	\$1,422,267
Replacement Cost Value	402,634,387	414,494,890	414,494,890	414,494,890
AOP Limit	402,634,387	414,494,890	414,494,890	414,494,890
Wind Limit	402,634,387	414,494,890	414,494,890	414,494,890
Named Wind Limit	100,000,000	100,000,000	150,000,000	200,000,000
Flood Limit	25,000,000	25,000,000	25,000,000	25,000,000
Named Flood Limit	25,000,000	25,000,000	25,000,000	25,000,000
AOP Deductible	50,000	50,000	50,000	50,000
Wind Deductible	100,000	100,000	100,000	100,000
Named Wind Deductible	3%, 250,000 Min	2%, 250,000 Min	2%, 250,000 Min	2%, 250,000 Min
Flood Deductible	250,000	250,000	250,000	250,000
Named Flood Deductible	3%, 250,000 Min	2%, 250,000 Min	2%, 250,000 Min	2%, 250,000 Min
Maximum Deductible	No Maximum	2,500,000	2,500,000	2,500,000

**SAN JACINTO COLLEGE PROPERTY INSURANCE
PROPOSAL TABULATION**

Scheduled Property				
Agent	McGriff	McGriff	McGriff	McGriff
Company	AIG/Lex	AIG/Lex	AIG/Lex	AIG/Lex
Premium	Included	Included	Included	Included
Replacement Cost Value	2,265,000			
Policy Limit	2,265,000	5,000,000	5,000,000	5,000,000
Flood Limit	2,265,000	5,000,000	5,000,000	5,000,000
AOP Deductible	10,000	10,000	10,000	10,000
Wind Deductible	10,000	10,000	10,000	10,000
Flood Deductible	10,000	10,000	10,000	10,000
Named Storm Wind Deductible	3%, 250,000	2%, 250,000	2%, 250,000	2%, 250,000
Named Storm Flood Deductible	3% 250,000	2% 250,000	2% 250,000	2% 250,000

Flood				
Agent	Tinker	Tinker	Tinker	Tinker
Company	Farmers/NFIP	Farmers/NFIP	Farmers/NFIP	Farmers/NFIP
Premium	\$131,208	\$135,538	\$135,538	\$135,538
Replacement Cost Value	402,256,974	414,494,890	414,494,890	414,494,890
Flood Policy Total Limit	49,508,600	47,400,000	47,400,000	47,400,000
Total Flood including Primary	74,508,600	72,400,000	72,400,000	72,400,000
Total Flood Deductible	54,000	54,000	54,000	54,000
Total Named Storm Flood Ded	54,000	54,000	54,000	54,000

Boiler & Machinery				
Agent	TASB	McGriff	McGriff	McGriff
Company	TASB	AIG/Lex	AIG/Lex	AIG/Lex
Premium	\$24,004	Included	Included	Included
Limit	100,000,000	50,000,000	50,000,000	50,000,000
Deductible	10,000	50,000	50,000	50,000

Total Premium	<u>\$1,599,569</u>	<u>\$1,186,422</u>	<u>\$1,343,788</u>	<u>\$1,474,906</u>
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NFIP Flood Policy Limit: Maximum for each building \$500,000 and \$500,000 for each building's contents

NFIP Flood Policy Deductible: \$500 each building & \$500 contents

RFP# 08-25
Property/Casualty

	Current Policies 2007-08	TASB RFP Proposal		McGriff		Wells Fargo
		2008-09	w/o Property 2008-09	2008-09	2008-09	2008-09
Equipment Breakdown	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>AIG/Lex(A+XV)</u>	<u>AIG/Lex(A+XV)</u>	<u>AIG/Lex(A+XV)</u>
Values	402,256,974	414,494,890	414,494,890	414,494,890	414,494,890	414,494,890
Limit	100,000,000	100,000,000	100,000,000	50,000,000	50,000,000	50,000,000
Deductible	10,000	10,000	10,000	50,000	50,000	50,000
Premium	\$24,004	\$19,170	\$19,170	Included	Included	Included
Rate	0.006	0.005	0.005	-	-	-
General Liability	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>Travelers(A+XV)</u>	<u>TAPS(NR)</u>	<u>Trident(AIX)</u>
Limit	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Deductible	10,000	10,000	10,000	10,000	10,000	10,000
# Students	13,922	14,684	14,684	14,684	14,684	14,684
Premium	\$50,338	\$50,582	\$57,324	\$60,989	\$44,099	\$49,896
Rate	3.62		3.90			
Educators Liability	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>AIG(A+XV)</u>	<u>TAPS(NR)</u>	<u>Trident(AIX)</u>
Limit	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Sexual Misconduct Limit	1,000,000	1,000,000	1,000,000	5,000,000	1,000,000	2,000,000
Deductible	10,000	10,000	10,000	10,000	10,000	10,000
# Students (See note)	13,922	14,684	14,684	14,684	14,684	14,684
Premium	\$50,141	\$52,886	\$60,052	\$38,073	\$62,229	\$55,758
Rate	3.60	3.60	4.09	2.59	4.24	3.80
Automobile	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>Travelers(A+XV)</u>	<u>TAPS(NR)</u>	<u>Trident(AIX)</u>
Limit	100/300/100	100/300/100	100/300/100	100/300/100	100/300/100	100/300/100
Liability Deductible	1,000	1,000	1,000	1,000	1,000	1,000
Auto Damage Deductible		1,000	1,000	1,000	1,000	1,000
# Vehicles	104	110	110	110	110	110
Premium	\$80,380	\$83,338	\$98,245	\$45,559	\$56,349	\$43,302
Rate	773	758	893.14	414.17	512.26	393.65
Catastrophe Auto Damage	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>Travelers(A+XV)</u>	<u>TAPS(NR)</u>	<u>Trident(AIX)</u>
Limit	Insured APD	Insured APD	Insured APD	Insured APD	5,000,000	1,174,620
Deductible	50,000	1,000 each	1,000 each	10,000 max	1,000 each	1,000 each
Premium	\$3,840	Included	Included	Included	Included	Included
Crime	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>TASB(NR)</u>	<u>Travelers(A+XV)</u>	<u>TAPS(NR)</u>	<u>Trident(AIX)</u>
Limit	750,000	750,000	\$750,000	250,000	250,000	750,000
Deductible	10,000	10,000	10,000	10,000	10,000	10,000
Premium	\$1,337	\$1,409	1,409	\$1,885	\$353	\$4,466
Rate	0.096	0.096	0.096	0.128	0.024	0.304
Total Premium	\$210,040	\$207,385	\$236,200	\$146,506	\$163,030	\$153,422
Total Premium w/o Equip Breakdown		\$188,215	\$217,030	\$146,506	\$163,030	\$153,422

Savings if TASB Excess Property is selected

\$28,815

FLOOD INSURANCE INVOICE FOR SAN JACINTO COLLEGE DISTRICT

Payable to: FARMERS INSURANCE C/O
Rick Tinker Insurance and Financial Services

2008-2009

TOTAL AMOUNT DUE 8/12/08

\$135,538

BLD #	BUILDING	FLOOD BUILDING LIMIT	BUILDING DEDUCTIBLE	FLOOD CONTENTS LIMIT	CONTENTS DEDUCTIBLE	FLOOD PREMIUM	QUOTE NUMBER
DISTRICT OFFICE - 4624 FAIRMONT PARKWAY:							
1A	THOMAS SEWELL DIST. ADMIN	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2315012
SUBTOTAL DISTRICT		500,000.00	500.00	500,000.00	500.00	\$2,530.00	
CENTRAL CAMPUS - 8060 SPENCER HIGHWAY:							
MCCOLLUM COMPLEX							
2A	<i>McCollum Administration 2A</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2304618
2A1+	<i>McCollum West Wing 2A1 + Common</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325414
2A2+	<i>McCollum East Wing 2A2 + Common</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325440
2A3+	<i>McCollum North Wing 2A3 + Common</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325453
2B	SLOCUM FINE ARTS AUD.	500,000.00	500.00	500,000.00	500.00	\$4,235.00	2304635
2C	NEWTON STUDENT CENTER	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2304657
2D	LEE DAVIS LIBRARY	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2304670
BALL TECHNICAL COMPLEX							
2E+	<i>Ball Technical 2E + Common</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2304678
2E1+	<i>Anderson Technical 2E1 + Common</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325472
2E2+	<i>Davison Technical 2E2</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325482
2F	ANDERS GYM COMPLEX 2F	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2304740
CENTRAL SCIENCE COMPLEX							
2G	<i>Frels Science Building 2G</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2304748
2G1+	<i>Henrich Science Building 2G1 + Common</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325518
2H	SCIENCE LECTURE BUILDING	500,000.00	500.00	200,000.00	500.00	\$1,900.00	4783338
2I	MAINTENANCE SHOP	450,000.00	500.00	50,000.00	500.00	\$1,429.00	4783368
2J	VOCATIONAL BLDG #1	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2304783
2K	VOCATIONAL BLDG #2	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2304807

2L	VOCATIONAL BLDG #3	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2304817
2M	MECHANICAL BUILDING	500,000.00	500.00	50,000.00	500.00	\$1,504.00	4783404
2N	HEALTH SCIENCE BUILDING	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2305295
2P	GOLF PRO SHOP	350,000.00	500.00	50,000.00	500.00	\$1,297.00	4783476
2Q	MAINTENANCE BUILDING #2	150,000.00	500.00	50,000.00	500.00	\$885.00	4783528
2S	MUSIC BLDG	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2305302
2T	INTERACTIVE LEARNING CTR	500,000.00	500.00	500,000.00	500.00	\$4,235.00	2305320
	Maintenance Annex	0.00	0.00	0.00	0.00	\$0.00	
	Golf Maintenance	0.00	0.00	0.00	0.00	\$0.00	

SUBTOTAL CENTRAL	11,450,000.00	12,000.00	9,900,000.00	12,000.00	\$58,495.00	
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NORTH CAMPUS - 5800 UVALDE:

SPENCER COMPLEX

3A	<i>Spencer Administration Building</i>	500,000.00	500.00	500,000.00	500.00	\$4,235.00	2291562
3A1+	<i>Brightwell Technical Bldg 3A1 + Common</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325665
3A2+	<i>Burleson Classroom Bldg 3A2 + Common</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325674
3A3	<i>Wheeler Occ/Tech Bldg</i>	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2326959
3B	SLOVACEK L.R.C BUILDING	500,000.00	500.00	500,000.00	500.00	\$4,235.00	2291659
3C	MECH. MAINTENANCE BLDG	500,000.00	500.00	100,000.00	500.00	\$2,571.00	4784109
3D	NICHOLS PHYS EDUC BLDG	500,000.00	500.00	450,000.00	500.00	\$2,440.00	4784122
3E	EDWIN E. LEHR LIBRARY	500,000.00	500.00	500,000.00	500.00	\$4,235.00	2291700
3F	OGDEN CHILD CARE OFFICE	400,000.00	500.00	150,000.00	500.00	\$1,699.00	4784151
3H	VOCATIONAL BLDG	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2291771
3I	MAINTENANCE OFFICE	350,000.00	500.00	50,000.00	500.00	\$1,297.00	4784165
3J	COMMERCIAL WELDING	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2291787
3K	CONSTRUCTION TECHNOLOGY	500,000.00	500.00	150,000.00	500.00	\$1,774.00	4784188
3L	VEHICLE STORAGE	150,000.00	500.00	50,000.00	500.00	\$885.00	4784208
3M	FINE ARTS - MUSIC	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2291914
3N	INTERACTIVE LEARNING CTR	500,000.00	500.00	500,000.00	500.00	\$4,235.00	2291944

SUBTOTAL NORTH	7,400,000.00	8,000.00	5,950,000.00	8,000.00	\$42,786.00	
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SOUTH CAMPUS - 13735 BEAMER ROAD:

LONGENECKER COMPLEX

4A	Longenecker Administration Building	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2287871
4A1+	Longenecker North Wing + Common	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325716
4A2+	Longenecker South Wing + Common	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2325735
4B	SMALLWOOD HEALTH AND PE	500,000.00	500.00	400,000.00	500.00	\$2,344.00	4784471
4D	JONES VOCATIONAL/TECH BLDG	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2287867
4E	MAINTENANCE BUILDING	500,000.00	500.00	50,000.00	500.00	\$1,504.00	4784478
4F	AUTO BODY & PAINT SHOP	500,000.00	500.00	200,000.00	500.00	\$1,900.00	4784508
4G	BRUCE STUDENT UNION BLDG	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2287861
4H	PARKER WILLIAMS LIBRARY	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2287865
4I	FINE ARTS - MUSIC	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2287866
4J	INTERACTIVE LEARNING CTR	500,000.00	500.00	500,000.00	500.00	\$4,235.00	2289739
4L	NEW MECHANICAL BLDG	500,000.00	500.00	50,000.00	500.00	\$1,504.00	4784527
	SUBTOTAL SOUTH	6,000,000.00	6,000.00	4,700,000.00	6,000.00	\$29,197.00	
	ADDITIONAL STRUCTURES						
	ATHLETIC FACILITIES BLDG	500,000.00	500.00	500,000.00	500.00	\$2,530.00	2318532
	SUBTOTAL ADDITIONAL STRUCTURES	500,000.00	500.00	500,000.00	500.00	\$2,530.00	
	GRAND TOTAL	25,850,000.00	27,000.00	21,550,000.00	27,000.00	\$135,538.00	

SAN JACINTO COLLEGE
CD# 101504 SEPTEMBER
BUILDING AND CONTENTS SCHEDULE
REPLACEMENT COST VALUE

COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, AND EXCLUSIONS FOUND IN THE COVERAGE DOCUMENTS AND IN THE CONTRIBUTION AND COVERAGE SUMMARY

BLD #	BUILDING	TYPE CONST	# STRYS	YEAR BUILT	SQUARE FOOTAGE	CONTENTS PERCENT	APPRAISED BLDG VALUES	COST/ SQ FT	ESTIMATED CONTENTS VALUE	TOTAL BLDG & CONT VALUE	ZIP CODE
4024 FARMONT PARKWAY											
1A	THOMAS SEWELL ADMIN	MFR	2	1980	29,595	35%	4,339,423	146.63	1,518,799	5,858,224	77504
SUBTOTAL					29,595	35%	4,339,423		1,518,799	5,858,224	
CENTRAL CAMPUS - 8060 SPENCER HIGHWAY											
2A	MCCOLLUM ADMINISTRATION	MFR	3	1964	239,879	35%	36,918,383	153.90	12,921,363	49,839,746	77501
2B	SLOCUM FINE ARTS AUDITORIUM	MFR	2	1965	67,979	30%	11,133,078	178.48	3,639,923	14,773,001	77501
2C	NEWTON STUDENT CENTER	FR	2	1967	72,237	30%	10,201,575	141.22	3,060,473	13,262,048	77501
2D	LEE DAVIS LIBRARY	FR	2	1967	61,733	30%	9,537,864	154.50	4,768,932	14,306,796	77501
2E	BALL TECHNICAL	MFR	2	1966	154,442	30%	22,114,467	143.19	6,634,340	28,748,807	77501
2F	ANDERS GYM COMPLEX	FR	1	1966	71,604	10%	9,643,252	134.67	964,325	10,607,577	77501
2G	CENTRAL SCIENCE	MFR	3	1962	90,429	30%	12,888,645	142.53	3,866,594	16,755,239	77501
2H	SCIENCE LECTURE	MFR	1	1963	4,824	30%	681,917	141.36	204,575	886,492	77501
2I	MAINTENANCE SHOP	NC	1	1969	14,743	10%	449,907	30.52	44,991	494,898	77501
2J	VOCATIONAL	NC	1	1977	20,400	30%	1,850,143	90.69	555,043	2,405,186	77501
2K	VOCATIONAL #2	NC	1	1974	17,030	30%	1,568,047	92.08	470,414	2,038,461	77501
2L	VOCATIONAL #3	MNC	1	1977	19,593	30%	2,318,308	115.97	695,552	3,014,060	77501
2M	MECHANICAL	MFR	1	1989	4,312	10%	598,321	138.80	59,832	658,153	77501
2N	HEALTH SCIENCE	MFR	2	1994	77,113	30%	11,521,914	149.42	3,456,574	14,978,488	77501
2P	GOLF PRO SHOP	F	1	1990	5,948	15%	363,670	61.14	54,531	418,201	77501
2Q	MAINTENANCE #2	NC	1	1980	4,386	10%	147,916	33.74	14,792	162,708	77501
2S	MUSIC	MFR	1	2003	23,306	30%	6,769,050	289.62	2,030,715	8,799,765	77501
SUBTOTAL					951,958	31%	139,706,655		43,443,009	183,149,664	
NORTH CAMPUS - 3800 UVALDE											
3A	SPENCER ADM/VOC. TECH/FINE ARTS	MFR	2	1975	216,056	35%	30,612,214	141.69	10,714,275	41,326,489	77049
3B	SLOVACEK LRC	MFR	2	1979	59,980	30%	8,942,475	149.09	2,682,743	11,625,218	77049
3C	MECHANICAL MAINTENANCE	MFR	1	1975	5,304	10%	603,025	113.69	60,303	663,328	77049
3D	NICHOLS PHYS ED	MFR	2	1976	33,766	10%	4,444,949	131.64	444,495	4,889,444	77049
3E	EDWIN E LEHR LIBRARY	MFR	2	1994	46,360	50%	6,635,493	143.13	3,317,747	9,953,240	77049
3F	ODDEN CHILD CARE OFFICE	MFR	1	1975	3,643	30%	409,919	112.46	122,976	532,895	77049
3H	VOCATIONAL	NC	1	1981	21,888	30%	1,860,783	85.01	558,235	2,419,018	77049
3I	MAINTENANCE OFFICE	NC	1	1977	5,253	10%	337,130	67.99	33,713	392,843	77049
3J	COMMERCIAL WELDING	NC	1	1976	20,156	30%	1,723,870	85.53	517,166	2,241,036	77049
3K	CONSTRUCTION TECHNOLOGY	NC	1	1981	8,241	30%	527,412	64.00	158,224	685,636	77049
3L	VEHICLE STORAGE	NC	1	1979	2,806	10%	109,411	38.99	10,943	120,352	77049
3M	FINE ARTS	MFR	1	2004	49,914	30%	12,061,322	241.64	3,618,397	15,679,719	77049
3N	TECHNOLOGY/INTERACTIVE/ LEARNING CENTER	MFR	2	2004	68,264	40%	12,705,325	186.12	5,082,130	17,787,455	77049
SUBTOTAL					541,633	34%	80,993,328		27,323,340	108,316,668	
SOUTH CAMPUS - 13735 BEAMER ROAD											
4A	LONGNECKER ACADEMIC	MFR	2	1980	197,338	30%	25,218,349	127.79	7,565,505	32,783,854	77089
4B	SMALLWOOD HEALTH & PE	FR	1	1981	34,244	10%	4,033,996	117.80	403,400	4,437,396	77089
4D	JONES VOCATIONAL TECH	MFR	2	1983	50,816	30%	6,841,102	134.62	2,052,331	8,893,433	77089
4E	MAINTENANCE	MFR	1	1983	7,917	10%	519,512	65.62	51,951	571,463	77089
4F	AUTO BODY & PAINT SHOP	NC	1	1985	16,236	10%	1,711,795	105.45	171,180	1,882,975	77089
4G	BRUCE STUDENT UNION	MFR	2	1989	62,652	30%	9,134,175	145.79	2,740,212	11,874,387	77089
4H	PARKER WILLIAMS LIBRARY	MFR	2	1994	55,522	50%	5,700,585	102.67	2,850,193	8,550,778	77089
4I	THE MARIE SPENCE FLICKINGER/ FINE ARTS	MFR	1	2004	44,370	30%	10,799,843	243.40	3,239,533	14,039,376	77089
4J	TECHNOLOGY/INTERACTIVE/ LEARNING CENTER	MFR	2	2004	68,264	40%	14,126,283	206.94	5,650,513	19,776,796	77089
4K	MECHANICAL - SMALL	MNC	1	1970	600		428,943	714.91	0	428,943	77089
4L	MECHANICAL - LARGE	MNC	1	2005	1,200		1,025,934	\$54.95	0	1,025,934	77089
SUBTOTAL					639,159	31%	79,540,317		24,725,278	104,265,595	
CAMPUS TOTALS					2,062,345	31%	304,579,725		97,610,426	402,190,151	

SAN JACINTO COLLEGE
CD# 101504 SEPTEMBER
BUILDING AND CONTENTS SCHEDULE
REPLACEMENT COST VALUE

COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, AND EXCLUSIONS FOUND IN THE COVERAGE DOCUMENTS AND IN THE CONTRIBUTION AND COVERAGE SUMMARY

BLD #	BUILDING	TYPE CONST	# STRYS	YEAR BUILT	SQUARE FOOTAGE	CONTENTS PERCENT	APPRAISED BLDG VALUES	COST/ SQ FT	ESTIMATED CONTENTS VALUE	TOTAL BLDG & CONT VALUE	ZIP CODE
CENTRAL CAMPUS - 8060 SPENCER HIGHWAY											
1	ATHLETIC FACILITIES BLDG		1	1970*	6,050		412,913		114,193	527,106	77501
2	GROUPS EQUIPMENT CANOPY		1	1970*			15,000			15,000	77501
3	TRACK BLEACHERS		1	1970*			163,802			163,802	77501
3	GROUPS TRACTOR STORAGE		1	1970*	3,000		126,000		37,802	163,802	77501
7	GROUPS CONCRETE STORAGE B		1	1970*	1,603		50,495		180,509	231,004	77501
8	COOLING TOWER		1	1970*			171,396			171,396	77501
13	TRANSFORMER - MUSIC		1	1970*			30,000			30,000	77501
14	PARKING & ESPLANADE LIGHTING		1	1970*			650,000			650,000	77501
15	TRANSFORMERS/UG CABLES		1	1970*			120,753			120,753	77501
16	BOILER ROOM (MELCH)		1	1970*	1,333		62,984		94,503	157,487	77501
17	WALKWAY/CANOPY (N)		1	1970*			1,575,002			1,575,002	77501
18	WALKWAY/CANOPY (S)		1	1970*			1,050,006			1,050,006	77501
19	SWITCHGEAR		1	1970*	110		5,198		32,551	37,749	77501
20	THERMAL STORAGE TANK		1	1970*			262,505			262,505	77501
21	MAINTENANCE VEHICLE STORAGE		1	1970*			77,700		302,412	380,112	77501
23	MILLER DRIVE DIGITAL SIGN		1	1970*			100,000			100,000	77501
24	FAIRMONT CUNNINGHAM DIGITAL SIGN		1	1970*			100,000			100,000	77501
25	SITE LIGHTING - PARKING/WALKS/ESPLANADE/SIGN		1	1970*			750,000			750,000	77501
26	COOLING TOWERS (4) @ MELCH PLANT		1	1970*			650,000			650,000	77501
27	NEWTON STUDENT CENTER - GENERATOR		1	1970*			150,000			150,000	77501
29	ABOVE GROUND FUEL STORAGE TANKS		1	1970*			90,000			90,000	77501
30	BACKFLOW PREVENTORS		1	1970*			30,000			30,000	77501
31	PLAYGROUND EQUIPMENT W/STORAGE		1	1970*			68,000			68,000	77501
33	CODE BLUE PHONES		1	1970*			70,000			70,000	77501
NORTH CAMPUS - 1800 UVALDE											
2	THERMAL STORAGE TANK		1	1983*			262,505			262,505	77049
3	BACKFLOW PREVENTORS		1	1983*			30,000			30,000	77049
4	CODE BLUE PHONES		1	1983*			70,000			70,000	77049
5	BASEBALL SCOREBOARD		1	1983*			90,000			90,000	77049
6	BASEBALL FIELD LIGHTING		1	1983*			380,000			380,000	77049
17	HOPE ANGEL		1	1983*			75,000			75,000	77049
18	PAINT BOOTH		1	1983*			78,735			78,735	77049
19	COOLING TOWERS W PUMPS (1)		1	1983*			500,000			500,000	77049
22	CAMPUS/PARKING LIGHTING		1	1983*			250,000			250,000	77049
23	STEEL A/G TANK DISP.		1	1983*			30,000			30,000	77049
24	SITE LIGHTING		1	1983*			500,000			500,000	77049
25	GENERATOR @ SLOVACEK STUDENT CENTER		1	1983*			150,000			150,000	77049
26	SATELLITE DISH @ STUDENT CENTER (2) @ INTERAC		1	1983*			15,000			15,000	77049
27	GROUND EQUIPMENT CANOPY STORAGE		1	1983*			15,000			15,000	77049
28	PEDESTRIAN/VEHICLE BRIDGE		1	1983*			100,000			100,000	77049
29	MONUMENT SIGN - DIGITAL (2)		1	1983*			200,000			200,000	77049
30	SWITCHGEAR @ UVALDE		1	1983*			15,000			15,000	77049
31	SWITCHGEAR @ WEST OF FINE ARTS		1	1983*			175,000			175,000	77049

SAN JACINTO COLLEGE
CD# 101504 SEPTEMBER
BUILDING AND CONTENTS SCHEDULE
REPLACEMENT COST VALUE

COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, AND EXCLUSIONS FOUND IN THE COVERAGE DOCUMENTS AND IN THE CONTRIBUTION AND COVERAGE SUMMARY

BLD #	BUILDING	TYPE CONST	# STRYS	YEAR BUILT	SQUARE FOOTAGE	CONTENTS PERCENT	APPRAISED BLDG VALUES	COST/SQ FT	ESTIMATED CONTENTS VALUE	TOTAL BLDG & CONT VALUE	ZIP CODE
SOUTH CAMPUS - 13735 BEAMER ROAD											
3	MAINTENANCE VEHICLE BARN		1	1993*			44,100		102,900	147,000	77089
5	SOFTBALL FIELD BLDG		1	1993*			75,000		10,000	85,000	77089
10	SITE TRANSFORMER		1	1993*			20,000			20,000	77089
13	CAMPUS / PARKING LIGHTING		1	1993*			250,000			250,000	77089
14	MASONRY SIGN		1	1993*			100,000			100,000	77089
15	ABOVE GROUND FUEL STORAGE TANK		1	1993*			45,000			45,000	77089
16	SITE BACKFLOW PREVENTORS		1	1993*			30,000			30,000	77089
17	MAINTENANCE MAD. GAS FEED		1	1993*			10,000			10,000	77089
18	COOLING TOWER SOUTH OF JONES VOCATIONAL		1	1993*			500,000			500,000	77089
20	SATELLITE DISH@ LIBRARY/INTERACTIVE LEARNIN		1	1993*			20,000			20,000	77089
21	THERMAL STORAGE TANK		1	1993*			262,505			262,505	77089
23	CODE BLUE PHONES		1	1993*			50,000			50,000	77089
26	SITE LIGHTING		1	1993*			500,000			500,000	77089
2929 BAY AREA BOULEVARD											
1	CLEAR LAKE EXTENSION		1	2004*					5,250	5,250	77018
16665 SPACE CENTER BOULEVARD - HOUSTON											
1	CTR FOR ADVANCED SOFTWARE TRAINING		1	2004*					400,000	400,000	77018
ADDITIONAL STRUCTURE TOTALS							12,096		11,624,619	1,280,129	12,904,739

RECAP

CAMPUS TOTALS							389,729,647			401,590,151	
ADDITIONAL STRUCTURE TOTALS							12,904,739			12,904,739	
CAMPUS TOTALS				PREVIOUS			402,634,386			414,494,890	
				CURRENT			414,494,890				
				INCREASE			11,860,504				

TOTAL APPRAISAL AMOUNT											
\$414,494,890											

REV NDB 01/07/00				REV LRA 05/05/06			BOECKH INCREASE			\$8,972,289	
REV LRA 03/20/01				REV JAK 07/12/06			CONTENTS INCREASE			\$2,888,215	
REV LRA 07/30/2001				REV JAK 08/10/06			TOTAL ADDITIONAL STRUCTURES CHANGES			\$0	
REV LRA 04/26/02				AUDIT LRA 04/10/07			ADDITION(DELETE)N AMOUNT			\$0	
REV LRA 03/24/03				REV JAK 06/21/07			BOECKH INCREASE PERCENT			2.95%	
REV LRA 7/15/03				AUDIT DTB 04/07/08			TOTAL PERCENTAGE INCREASE(DECREASE) OVER PREVIOUS YEAR			2.95%	
REV LRA 03/22/04											
REV LRA 08/30/04											
REV LRA 03/03/05											
REV JPH 03/14/06											

CLAIM HISTORY excess of Deductible**Property**

As of 05/04/08

Year	# Claims	Paid	Reserved	Total	Co.	Premium
2007-08	0	0	0	0	Lex/TASB	1,411,564
2006-07	0	0	0	0	Lex/TASB	1,897,521
2005-06	0	0	0	0	TASB	214,612
2004-05	0	0	0	0	TASB	252,415
2003-04	3	63,329	0	63,329	TASB	293,380
				63,329		4,069,492

Automobile

Year	# Claims	Paid	Reserved	Total	Co.	Premium
2007-08	1	4,456	0	4,456	TASB	80,380
2006-07	7	4,951	0	4,951	TASB	88,196
2005-06	3	2,588	593	3,181	TASB	68,244
2004-05	6	19,243	0	19,243	TASB	69,201
2003-04	2	65	0	65	TASB	69,479
				22,489		206,924

Automobile Catastrophe Damage & Physical Damage

Year	# Claims	Paid	Reserved	Total	Co.	Premium	
2007-08	1	3,309	0	3,309	TASB	10,816	
2006-07	3	8,564	0	8,564	TASB	10,816	
2005-06	1	0	0	0	TASB	10,689	
2004-05	1	19,185	0	19,185	TASB	Included	
2003-04	2	2,503	0	2,503	TASB	Included	
				21,688		10,689	
				Total Auto	44,177	0	217,613

General Liability

Year	# Claims	Paid	Reserved	Total	Co.	Premium
2007-08	1	0	0	0	TASB	50,338
2006-07	3	0	0	0	TASB	49,920
2005-06	6	0	0	0	TASB	47,542
2004-05	4	0	0	0	TASB	45,278
2003-04	6	0	0	0	TASB	43,122
				0		135,942

Educators Liability

Year	# Claims	Paid	Reserved	Total	Co.	Premium
2007-08	0	0	0	0	TASB	50,141
2006-07	0	0	0	0	TASB	57,615
2005-06	1	0	0	0	TASB	78,934
2004-05	2	0	0	0	TASB	75,256
2003-04	0	0	0	0	TASB	83,131
				0		237,321

Total Five Year \$96,058 2% \$4,750,673

Claims over \$10,000

Year	Loss Date	Claimant	Type	Amount	Coverage
2004-05	1/25/05	Various (6)	Ran red light (Liability)	18,101	AL-Closed
2004-05	1/25/05	SJC	Ran red light (Physical Damage)	19,185	AMD-Closed
2003-04	12/5/03	SJC	Theft of laptops	26,327	EDP-Closed
2003-04	12/7/03	SJC	Theft of laptops	27,435	EDP-Closed

BID # 08-31
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Printing of Collateral Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the award of Bid # 08-31 to Classic Printers Inc. for printing services.

BACKGROUND

The purpose of this bid was to select a qualified firm to provide printing of collateral products for the San Jacinto Community College District. The vendors selected will provide printing services ranging from one color to four-color publications, single and multi-page publications that serve the College's needs for recruiting and promotion.

The Marketing Department produces over 1,000 print pieces each year, ranging from four-color flyers and commencement/theater programs to departmental clusters brochures and multi-page magazines. Such printing services have helped the College realize its enrollment growth and build awareness in its service area. Printing services are a necessity to maintain this status and to ensure enrollment growth. The awarded contract shall be for two (2) years effective September 1, 2008 with the option to renew for two (2) additional one-year periods.

IMPACT OF THIS ACTION

Approval of this request will provide the college with printing services for marketing publication and printed material utilized by the College.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$600,000 and is funded through the Marketing/Publication department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 – Project Information
Attachment 2 – Proposal Tabulation
Attachment 3 – Evaluation Summary
Attachment 4 – Final Rankings

RESOURCE PERSONNEL

Rick Gregory	281.998.2634	rick.gregory@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

ATTACHMENT 1

Project Information

Bid Number: #08-31

Vendors:

1)	Insite Printing
2)	Bayside Printing
3)	Classic Printers
4)	Grover Printing
5)	Southwest Precision
6)	Drake Printing

<u>Criteria</u>	<u>Explanation</u>	<u>Weight</u>
Printing/Developing Costs	Lower cost equate to a higher score. All relative costs to be	30
Business Questionnaire/References	Firm's references and experience reputation will be evaluated. Relevant and recent successful experience with projects of similar size, positive responses, higher number of years in business, along with higher quantity of relevant successful projects equate to a higher score, higher quality of responses to this section will equate to a higher score.	30
Samples	Higher quality of samples submitted will equate to a higher score.	20
Conformance to Bid	How well the solicitation meets the requirements set forth in all sections of the solicitation document. Greater compliance equates to a higher score.	20

100

ATTACHMENT 2

Proposal Tabulation Sheet

BID #08-31

Vendor	Insite Printing	Bayside Printing	Classic Printers	Grover Printing	Southwest Precision	Drake Printing
Base Proposal	757,889	1,011,450	598,443	803,632	928,695	975,190
Grand Total	757,889	1,011,450	598,443	803,632	928,695	975,190

ATTACHMENT 3

Project Evaluation Summary

Bid #08-31

	<i>Insite Printing</i>	<i>Bayside Printing</i>	<i>Classic Printers</i>	<i>Grover Printing</i>	<i>Southwest Precision</i>	<i>Drake Printing</i>
Criteria	Weighted Scores					
Printing/ Developing Costs	66.84	30	90	60.19	42.02	35.27
Business Questionnaire/Refe rences	51.6	64.8	68.1	77.7	88.8	65.1
Samples	37.2	57.6	47.4	54.8	59.6	46.4
Conformance to Bid	38	40.4	60	60	60	60
Total Weighted Scores	193.64	192.8	265.5	252.69	250.42	206.77

ATTACHMENT 4

Final Rankings

Bid # 08-31

Rank	Contractor	Weighted Score	Proposal
5	Insite Printing	193.64	757,889
6	Bayside Printing	192.8	1,011,450
1	Classic Printers	265.5	598,443
2	Grover Printing	252.69	803,632
3	Southwest Precision	250.42	928,695
4	Drake Printing	206.77	975,190

BID # 08-29
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Direct Mailing Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a two year contract, to International Mailing Systems Inc. for direct mailing services.

BACKGROUND

The College issued an Invitation for Bids the spring of 2008 to cover direct mailing services on an ,as needed’ basis. Typical mailings include postcards, folded flyers, letters and other marketing event notifications. College printed schedules consisting of Continuing & Professional Development courses (printed 3 times yearly) are mailed by specific zip codes. The College has two permits issued by the United States Postal Service, Nonprofit and Periodical permits (either is to be used for best value). The contractor’s responsibility is to sort, bundle and deliver items being mailed to the post office for delivery. The initial term of the contract will be for two (2) years commencing on September 1, 2008 with option to renew for two (2) additional one-year periods.

IMPACT OF THIS ACTION

Approval of this contract will procure services on “as needed” basis for bulk mailing services for the college Marketing Department.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

This contract award is for an annual estimated amount of \$49,970 to International Mailing Systems Inc. and is funded through the Marketing Department’s 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

- Attachment 1 – Project Information
- Attachment 2 – Proposal Tabulation
- Attachment 3 – Evaluation Summary
- Attachment 4 – Final Rankings

RESOURCE PERSONNEL

Rick Gregory	281.998.2634	rick.gregory@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

ATTACHMENT 1

Project Information

Project Title:	Direct Mailing Services
Proposal Opening Date:	Tuesday June 10, 2008
Bid Number:	08-29

Vendors:

- | | |
|----|------------------------------|
| 1) | International Mailing System |
| 2) | National Mail Advertising |
| 3) | PrintMailers Inc. |
| 4) | Southwest Precision Printers |

<u>Criteria</u>	<u>Explanation</u>	<u>Weight</u>
Mailing Service Costs	Lower cost equate to a higher score	35
Qualification and Experience	Firm's references, and experience reputation will be evaluated. Relevant and recent successful experience with projects of similar size, positive responses, higher number of years in business, along with higher quantity of relevant successful projects equate to a higher score.	35
Scope of Service Specifications	Extent to which the products and services proposed meet/exceed SJC requirements. Significant compliance to scope of requirements and services equate to a higher score.	30
		100

ATTACHMENT 2

Proposal Tabulation

Bid # 08-29

Vendor	International Mailing System	National Mail Advertising	PrintMailers Inc.	Southwest Precision Printers
Bond				
Addenda				
Base Proposal	49,970	71,605	54,197	63,746
Grand Total	49,970	71,605	54,197	63,746

ATTACHMENT 3

Evaluation Summary

Project: Direct Mailing Services

Criteria	Weighted Scores				Explanation of Criteria
	International Mailing System	National Mail Advertising	PrintMailers Inc.	Southwest Precision Printers	
Mailing Service Costs	105.00	35.00	91.32	60.43	Lower cost equate to a higher score
Qualification and Experience	105.00	93.33	35.00	81.67	Firm's references, and experience reputation will be evaluated. Relevant and recent successful experience with projects of similar size, positive responses, higher number of years in business, along with higher quantity of relevant successful projects equate to a higher score.
Scope of Service Specifications	90.00	80.00	30.00	90.00	Extent to which the products and services proposed meet/exceed SJC requirements. Significant compliance to scope of requirements and services equate to a higher score.
Total Weighted Scores	300.00	208.33	156.32	232.10	

ATTACHMENT 4

Final Rankings

Bid #08-29

Rank	Contractor	Weighted Score	Proposal
1	International Mailing System	300.00	49,970
4	National Mail Advertising	208.33	71,605
2	PrintMailers Inc.	156.32	54,197
3	Southwest Precision Printers	232.10	63,746

BID# 08-32
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Printing of Stationery Materials

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the award of Bid #08-32 to Marfield Corporation for the printing of stationary materials. The awarded contract will be for two (2) years effective September 1, 2008 with the option to renew for two (2) additional one-year periods.

BACKGROUND

The purpose of this bid is to select a qualified firm to provide stationary printing services for San Jacinto Community College District. The vendor selected will print business cards, letterheads, and envelopes for the College. This bid will replace Bid# 08-02 that expires in August 2008.

The Marketing Department produces a significant amount of print pieces each year; ranging from business cards and note cards to letterheads and envelopes. Printing services for stationery materials are a necessity as it is important in campus communication.

IMPACT OF THIS ACTION

Approval of this request will provide the college with printing of stationery materials at a contracted rate.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$35,000 and is funded through the Marketing / Publication department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 – Project Information
Attachment 2 – Proposal Tabulation
Attachment 3 – Evaluation Summary
Attachment 4 – Final Rankings

RESOURCE PERSONNEL

Rick Gregory	281.991.2634	rick.gregory@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

ATTACHMENT 1

Project Information

Bid ID: #08-32

Criteria	Explanation of Criteria	Weight Factor
Printing Costs	Lower cost equate to a higher score.	25
Business Questionnaire/References	Firm's references and experience reputation will be evaluated. Relevant and recent successful experience with projects of similar size, positive responses, higher number of years in business, along with higher quantity of relevant successful projects equate to a higher score.	20
Samples	Higher quality of samples submitted will equate to a higher score.	20
E-Store Capability	Higher quality of website capability will equate to a higher score.	25
Conformance to Bid	How well the solicitation meets the requirements set forth in all sections of the solicitation document. Greater compliance equates to a higher score.	10

100

ATTACHMENT 2

Proposal Tabulation

Bid # 08-32

Vendor	Classic Printers	Marfield Corporation	Grover Printing	Bayside Printing
Base Proposal	199,628	67,373	54,406	111,257
Grand Total	199,628	67,373	54,406	111,257

ATTACHMENT 3

Evaluation Summary

Bid # 08-32

Criteria	Weighted Scores				Explanation of Criteria
	Classic Printers	Marfield Corporation	Grover Printing	Bayside Printing	
Printing Costs	25	70.54	75	55.43	Lower cost equate to a higher score.
Business Questionnaire/ References	50.25	60	50	39	Firm's references and experience reputation will be evaluated. Relevant and recent successful experience with projects of similar size, positive responses, higher number of years in business, along with higher quantity of relevant successful projects equate to a higher score.
Samples	52.5	57.5	47.5	50	Higher quality of samples submitted will equate to a higher score.
E-Store Capability	69.06	75	68.75	25	Higher quality of website capability will equate to a higher score.
Conformance to Bid	30	30	30	16.25	How well the solicitation meets the requirements set forth in all sections of the solicitation document. Greater compliance equates to a higher score.
Total Weighted Scores	226.81	293.04	271.25	185.68	

ATTACHMENT 4

Final Rankings

Bid #08-32

Rank	Contractor	Weighted Score	Proposal
3	Classic Printers	226.81	199,628
1	Marfield Corporation	293.04	67,373
2	Grover Printing	271.25	54,406
4	Bayside Printing	185.68	111,257

RFP# 08-33
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Ultrasonic Flaw Detectors

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the award of RFP# 08-33 to Olympus NDT, Inc. for the purchase of Ultrasonic Flaw Detectors.

BACKGROUND

The College's Non-Destructive Testing programs are on Central and North campuses. Students pursuing a degree in Non-destructive Testing can obtain the technical training necessary to begin working in the inspection field by acquiring the required classroom training in the basic 5 methods of MT, PT, VT, UT, and ET; all to the American Society of Non-Destructive Testing guidelines. The training prepares the students to work in either conventional Non-Destructive Testing careers or as additional capabilities for current inspectors or fabricators. The required classroom training equipment for the NDT programs is ultrasonic flaw detectors. The new detectors will replace equipment the NDT department has borrowed from industry partners and replace old testers that are out of warranty.

IMPACT OF THIS ACTION

Approval of this request will provide ultrasonic flaw detectors for the College.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total estimated expenditure for this request is \$60,000. This purchase is funded through the NDT department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 – Project Information
Attachment 2 – Proposal Tabulation
Attachment 3 – Evaluation Summary
Attachment 4 – Final Rankings

RESOURCE PERSONNEL

Stephen Rowland	281.998.1689	stephen.rowland@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

ATTACHMENT 1

Project Information

RFP # 08-33

Vendors:

- | | |
|----|-------------------|
| 1) | General Electric |
| 2) | Olympus NDT, Inc. |
| 3) | Hocker Inc. |

<u>Criteria</u>	<u>Explanation</u>	<u>Weight</u>
Cost	Proposed construction contract amount base proposal. Lower amount equates to a higher score.	25
Specification and Design Quality	Quality of responses will be evaluated. The better the product specifications and design quality in relation to the needs of the College the better the score.	35
Warranty	Quality of Responses will be evaluated. The better the warranty information provided in relation to the needs of the College the better the score.	20
Conformance to the RFP	Greater conformance to the RFP's scope of services, requirements, terms, pricing terms, and condition sections equate to a higher score.	20

100

ATTACHMENT 2

Proposal Tabulation

RFP # 08-33

Vendor	General Electric	Olympus NDT, Inc.	Hocker Inc.
Base Proposal	47,200	29,121	50,127
Grand Total	47,200	29,121	50,127

ATTACHMENT 3

Evaluation Summary

RFP # 08-33

Criteria	Weighted Scores			Explanation of Criteria
	General Electric	Olympus NDT, Inc.	Hocker Inc.	
Cost	31.97	75	25	Proposed construction contract amount base proposal. Lower amount equates to a higher score.
Specification and Design Quality	105	78.75	52.5	Quality of responses will be evaluated. The better the product specifications and design quality in relation to the needs of the College the better the score.
Warranty	45	35	60	Quality of Responses will be evaluated. The better the warranty information provided in relation to the needs of the College the better the score.
Conformance to the RFP	55	60	60	Greater conformance to the RFP's scope of services, requirements, terms, pricing terms, and condition sections equate to a

Total Weighted Scores 236.97 **248.75** 197.5

ATTACHMENT 4

Final Rankings

Bid #RFP 08-33

Rank	Contractor	Weighted Score	Proposal
2	General Electric	236.97	47,200
1	Olympus NDT, Inc.	248.75	29,121
3	Hocker Inc.	197.5	50,127

Purchase Request #1
Regular Board Meeting August 11, 2008
Consideration of Approval of Purchasing Cooperatives

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve purchases on an as-needed basis from the list of purchasing cooperatives (see attached) for an estimated amount of \$5,225,500 for the fiscal year 2008-2009.

BACKGROUND

San Jacinto College participates in various purchasing cooperatives, group purchasing organizations, government purchasing alliances, interagency agreements, bids and contracts both in and out of the State of Texas. The purpose of the cooperatives is to provide lower prices and better quality products for educational institutions belonging to the cooperatives and allows the District to take advantage of leveraged buying available through these various agreements. The contracts provided through these cooperatives are competitively bid and comply with the State of Texas competitive bidding requirements. Single purchases of \$25,000 and above still require Board approval.

IMPACT OF THIS ACTION

The purchase of products and services through competitively bid purchasing cooperatives help San Jacinto College leverage its buying power allowing it to procure goods and services at the best value for the District. Buying through the cooperatives meets the requirements of the State Bidding Laws and SJCCD Purchasing Policies.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Items purchased through the cooperative will be budgeted by the District through campus or departmental budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

Attachment 1 - List of Purchasing Cooperatives

RESOURCE PERSONNEL

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Ann Kokx-Templet	281.998.6103	ann.kokx-templet@sjcd.edu

**SAN JACINTO COLLEGE DISTRICT
LIST OF PURCHASING COOPERATIVES**

August 11, 2008

NAMES OF COOPERATIVES (Vendor listing is not inclusive)	TYPES OF PURCHASES	EST. ANNUAL EXPENDITURES
1. U.S. Communities Government Purchasing Alliance Haworth/ FMG Home Depot	Office/Classroom Furniture, Hardware #RQ07-878957-20 #05091	\$330,000
2. The Cooperative Purchasing Network (TCPN) Region IV & V Office Max-Region V Kellogg Brown & Root #R4537 Trane Co. #R4669 Virco Mfg. Co #R4801 National Restaurant Supply #R4602 M&A Technology #4721 Troxell Communications #4708 Best Buy Gov LLC # R4705 CDWG-R4713/R4822 Aves Audio Visual-R4709	Office Supplies/Paper/Toners JOB, HVAC, Plumbing Classroom Furniture, Food Equipment & Supplies Computer Peripherals, Software, Printers, Scanners Audio Visual Equipment & Supplies,	\$1,300,000
3. Texas Procurement and Support Services (TPASS) Fed Ex & UPS Neopost & Pitney Bowes Neopost & Pitney Bowes Fisher Scientific VWR International Ward's Natural Sciences Sargent-Welch	Lab Equipment/Supplies Postal Machines Rental/Supplies #962-A1 Air/Ground Shipping #600-A7 Mail Machine Maintenance #985-A2 Mail Meter Rentals #175-A1 Lab Equip/Supplies #175-A2 Lab Chemicals #173-A3 Lab Glassware #415-A1 Lab Freezers/Refrigerators #490-N1 Microscopes #495-N1 Lab Botanical/Zoology	\$158,000
4. TPASS Texas State Management Travel Program (TSTMP) National Travel Systems NTS Advantage Rent-A-Car Avis Enterprise	Travel Agency Car/Van Rental Programs	\$194,000

<p>5. TPASS Texas Multiple Award Schedule (TXMAS)</p> <p>Egan Visual/FMG HumanScale/FMG HON Company/J Tyler Kimball International/FMG KI Grainger Fort Bend Mechanical Office Depot Challenge Office Products</p>	<p>Office/Classroom Furniture, Industrial Equip and Supplies #3-7110340 #3-7110140 #3-711090 #3-711060 #3-7110400 #2-539030</p>	<p>\$303,000</p>
<p>6. Houston-Galveston Area Council (H-GAC)</p> <p>Philpott Motors</p>	<p>Vehicles #ST12-06 #VE03-06</p>	<p>\$143,000</p>
<p>7. Horizon Resource Group</p> <p>Amtech Elevator Services CDW-G</p>	<p>Elevator Repairs & Service, Computer Peripherals</p>	<p>\$250,000</p>
<p>8. BuyBoard – (TASB) Texas Association of School Boards</p> <p>Pollock Paper Matera Paper Brookside Equipment Moore Medical Corp. Laerdal Medical Corp. Carolina Biological Supply Co. Ward’s Natural Scientific Dealers Electrical Supply Texas Food Service Equipment Johnson Supply M&A Technology Troxell Communications B & H Photo-Video Pender’s Music Company</p>	<p>#291-08 Paper Goods, #291-08 Chemicals #292-08 Lawn/Turf Equipment #294-08 Medical Equipment & Supplies #294-08 Medical Training Equip & Supplies #254-06 Lab Equipment & Supplies #254-06 Lab Equipment & Supplies #263-07 Electrical Supplies #274-07 Commercial Equipment #235-05 HVAC Equ & Supplies #188-03 Computer Peripherals #242-06 Audio Visual Accessories #242-06 Audio Visual Accessories #230-05 Musical Instruments</p>	<p>\$411,000</p>
<p>9. Educational & Institutional Cooperative Purchasing (E&I)</p> <p>Budget #CNR-01063 Hertz #CNR-01064 VWR #CNR -01163 HireRight #CNR-01068 ICI Paints #CNR-01129 Sexauer #CNR-01121</p>	<p>Car/Van Rental Programs Science Equipment & Supplies, Employment Screening, Hardware, Paint & Supplies, Plumbing Supplies, Electrical Equipment & Supplies</p>	<p>\$122,000</p>

M-D Wholesale Hardware #CNR-01043

10. Harris County Department Educations HCDE	Copiers, Office Equipment & Supplies, Records Management Copier Paper	\$90,000
Marimon Business Systems Inc. Bosworth Paper		
11. Texas Department of Information Resources (DIR)	Software, Printers, Scanners, Computers Computer Peripherals, Projectors, Digital Photo Equipment & Supplies, Cellar Telephone Service #DIR-SDD-223) (HP) #DIR-SDD-290 (software) #DIR-SDD-191 #DIR-SDD-192 #DIR-SDD-604 #DIR-SDD-611	\$1,759,500
CDW-G Apple Dell Verizon Nextell/Sprint		
12. Texas Interlocal Purchasing System (TIPS)	Vehicles, Classroom/Teaching Aids	\$70,000
Philpott Motors LTD #1041806 Highsmith #2012706 Lakeshore Learning #2012706		
13. Direct Medical	Hospital, Lab Equipment & Supplies	\$65,000
Hill Rom Co. #1178 Stryker Corp. #975N Pyxis/Cardinal Co. #1186		
14. Provista	Pharmacy, Medical & Laboratory Equipment and Supplies	\$30,000
15. TCCTA (Texas Community College Teachers Association) SHI-Government	Adobe Software/Licenses	\$25,000
TOTAL		\$5,225,500

Consideration of Approval to Purchase Architectural/Engineering and Consulting Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the following vendors to provide architectural/engineering and consulting services. ACR Engineering, Bay Architects, Morris/DMA Architects, Brooks & Sparks Engineering, Robert Hansen & Associates, Facilities Programming, Wiss Janney Elstner Associates, Clark-Tech Environmental Systems, JK Inc., HTS Inc. Consultants, Rizzo Consulting, JDG Enterprises and CRX Inc for the 2008-2009 year.

BACKGROUND

This request is for professional architectural/engineering and consulting services for the District. These services will be utilized to assist in current and projected construction projects that require project planning, design, management, budget projections, construction documents and proposal selection.

IMPACT OF THIS ACTION

These companies provide professional architectural, engineering, and consulting services and are therefore exempt from the state of Texas bidding laws as stated in Section 44.031 (f) of the Texas Education Code.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for each firm is:

ACR Engineering	\$200,000
Bay Architects	\$200,000
Morris/DMA Architects	\$200,000
Brooks & Sparks Engineering	\$100,000
Robert Hansen & Associates	\$75,000
Facilities Programming	\$150,000
Wiss Janney Elstner Associates	\$125,000
Clark-Tech Environmental Systems	\$75,000
JK Inc.	\$75,000
HTS Inc. Consultants	\$75,000
Rizzo Consulting	\$175,000
JDG Enterprises	\$50,000
CRX Inc.	\$50,000
	<hr/>
	\$1,550,000

These expenditures will be funded from various sources including the 2008 Bond Construction Program, Campus budgets, Grant budgets and District Maintenance and Construction budgets.

RESOURCE PERSONNEL

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Purchase Request # 3
Regular Board Meeting August 11, 2008
Consideration of Approval to Lease Computers

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the annual payments to Dell Financial Services L.P. for leasing Dell computers for the 2008-2009 year.

BACKGROUND

The District has entered into a lease with Dell Financial Services L.P. for desktop computers, laptops, related equipment and services to support the ongoing technology replacement initiative. The third deployment of Dell computers will occur early in the fiscal year 2008-2009. This request includes the 2008-2009 deployment as well as the two deployments that occurred in 2007-2008. Deliverables of the lease include:

Dell Flex Lease Program - This program is also referred to as an operating lease. It is one of the most effective methods for managing technology transitions and reducing cost of ownership. The District will return the equipment to Dell at the conclusion of the lease term for the purpose of refreshing the leased technology.

A Master Lease Agreement – This allows orders to be placed and equipment scheduled for lease in variable increments to accommodate a balanced monthly rollout. Lease terms are for 36 months. The price of computers, installation and lease return shall remain fixed for 36 months. The agreement may be renewed subject to written notice of agreement by the District and Dell for an additional 36 month period beyond the primary contract period. This option shall be exercised only if all excluding lease rate factors including price and, terms and conditions remain the same and approval is granted by the Board of Trustees.

The leases are made through the State of Texas Department of Information Resources (DIR) cooperative contracts program. The contract identification # is DIR-SDD-192 and the Master Lease Contract # is 02000390.

IMPACT OF THIS ACTION

The lease represents a portion of the SJC Technology Plan and seeks to standardize equipment and provide replacement computer hardware throughout the District. This initiative is an annual plan to purchase, distribute and redistribute technology to ensure that all employees and students of San Jacinto College are successful in accomplishing their goals.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The lease includes an estimated yearly payment for approximately 3,200 desktop and laptop computers at an estimated cost of \$1.5 million dollars. This expenditure is funded through the ITS department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

**Purchase Request # 3
Regular Board Meeting August 11, 2008
Consideration of Approval to Lease Computers**

ATTACHMENTS

None

RESOURCE PERSONNEL

Kenneth Lynn	281.998.6306	kenneth.lynn@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

Consideration of Approval of Contract Renewal for Media Advertising and Planning Consultant

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a contract renewal with Rick Johnson & Company for media advertising and planning consultation services.

BACKGROUND

This contract was approved by the Board in August 2007 for a one year term beginning September 1, 2007. San Jacinto College recommends exercising the first of two 1- year renewal options for the fiscal year 2008-2009.

IMPACT OF THIS ACTION

The services provide traditional and digital media campaigns that target the ethnic diversity of the College community, as well as the range of ages of District students (15-54) and the diversity of learning options.

The company provides creative consultation and expertise in working with community colleges and universities. This firm is assisting the District through a branding process to redefine the role of the District. The firm is well known for their ability to assist colleges through the process of becoming "One College" through visual media.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request will be \$1,000,000. This expenditure is funded from the Marketing Department's 2008-2009 operating budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 5
Regular Board Meeting August 11, 2008
Consideration of Approval for Renewal of Telephone Service

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a contract renewal with AT&T for basic telephone services and annual maintenance of equipment and personnel for the fiscal year 2008-2009.

BACKGROUND

The centralized telecommunications system for the state of Texas is known as TEX-AN. The current technological platform of TEX-AN is known as TEX-AN 2000. The TEX-AN 2000 architecture provides a solid statewide telecommunications infrastructure that is adaptable to changing requirements and can incorporate new and emerging technologies. The TEX-AN 2000 platform provides unified, scalable, redundant, flexible, and extremely cost-effective networking solutions.

TEX-AN 2000 is a State of Texas Department of Informational Resources (DIR) contract.

IMPACT OF THIS ACTION

The contract covers various telecommunication services for all campus departments. The DIR contract qualifies as an “Interagency Contract” and is exempt from competitive sourcing by Chapter 771 of the Texas Government code.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$600,000. This expenditure is funded by the individual campus departments’ 2008-2009 operating budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Will Sydnor	281.998.6137	will.sydnor@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 6
Regular Board Meeting August 11, 2008

Consideration of Approval for Additional Funding for IT Consulting Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a request for additional funds to Lan Walton for the District's ITS temporary technical and consulting services for the 2008-2009 fiscal year.

BACKGROUND

Funding is required to extend the contract with Lan Walton for temporary technical and consulting services for the ITS department. The Board originally approved a contract with Lan Walton during the August 2007 meeting to provide professional management services. This approval is for the fiscal year 2008-2009.

The ITS Department is not fully staffed and the vacancy has resulted in a challenge to deliver and manage IT services in addition to project completion. By contracting for these services, the District can continue to address operational issues that affect the delivery of core IT services.

Lan Walton is a professional program management firm which provides professional management services and is therefore exempt from the state of Texas bidding laws as provided for in Section 44.031 (f) of the Texas Education Agency.

IMPACT OF THIS ACTION

Approval of this request will allow Lan Walton to continue providing management consultation services and staff to support the initiatives of the original contract.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure to continue this contract for the fiscal year 2008-2009 is \$550,000. This expenditure is funded through the ITS department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Kenneth Lynn	281.998.6306	kenneth.lynn@sjcd.edu
Jerry Ward	281.998.6325	jerry.ward@sjcd.edu

Consideration of Approval for Software License Renewal & Blackboard Support Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve Blackboard Inc. to provide the District's delivery of online courses and web-support for on-campus classes for the 2008-2009 year.

BACKGROUND

The District began using Blackboard as a course management system in July 1999. The product is used for the delivery of online courses and provides web-support for on-campus classes. The District previously purchased Blackboard's Learning Management System (LMS) which includes the following integrated components: Blackboard Community System, Blackboard Content System, Technical Knowledge Transfer and software licensing for each application. The Community and Content systems software licenses are expiring and need to be renewed. Additionally, the ITS department requires additional support services for Blackboard.

LMS provides delivery of online courses for on-campus classes. The Community System enables students and other users to participate in organizations using the same interface as their current Blackboard courses. The Content System provides better management of the District's digital learning assets thereby reducing storage costs. The Technical Knowledge Transfer provides integration certification to the District's Technical Services staff allowing them to successfully support the Banner/Blackboard integration. The Academic Suite training provides the knowledge and skills essential to the successful use of the integrated package of Learning System, Community System, and Content System.

Blackboard Inc. is the only source from which the software can be licensed due to integration and extensive information technology support issues. This purchase qualifies for exemption from competitive sourcing as provided for in section 44.031 of the Texas Education Code, "sole source," and sole source number 1225 has been issued.

IMPACT OF THIS ACTION

Approval of this purchase request will allow the District to maintain the Community and Content system software licenses as well as provide additional support services needed to operate Blackboard through the fiscal year 2008-2009.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this is \$400,000. This expenditure is funded through the Instructional Support Services (ISS) budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

Purchase Request # 7
Regular Board Meeting August 11, 2008

Consideration of Approval for Software License Renewal and Blackboard Support Services

RESOURCE PERSONNEL

Niki Whiteside	281.929.4618	niki.whiteside@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

Purchase Request # 8
Regular Board Meeting August 11, 2008
Consideration of Approval of Purchase of Mailing Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the United States Postal Service to provide mailing services for the campus post offices for the 2008-2009 year.

BACKGROUND

In partnership with USPS (United States Postal Service) the campus post offices provide contractual mailing services for District students, administration and surrounding communities. Postage is the primary expense of providing mailing services for the District.

IMPACT OF THIS ACTION

The function of the post offices is two-fold: operate in accordance with the USPS Contract Unit Operations and Publication 116; and, provide District students, administration and community with mail services. The campus post offices are contracted postal units which function just as a USPS postal office. The offices are required to comply with Publication 116 as it relates to appearance, stock management, financial reporting, handling of domestic, international, special services and dispatching of mail.

By reason of proprietary basis this purchase request qualifies for exemption from competitive sourcing as provided for in section 44.031 (j) of the Texas Education Code. This request is classified as a “sole source”. The sole source number assigned is 1106.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$300,000. This expenditure is funded by the individual departments’ operating budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Hilda Boyce	281.991.2627	hilda.boyce@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 9
Regular Board Meeting August 11, 2008

Consideration to Purchase Training and Consulting Services for Banner Software System

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve SungardHE to provide training and consulting services to maintain and enhance the Banner software systems for the 2008-2009 year.

BACKGROUND

Banner provides the District the ability to process SJCCD related activities, such as student registration, payment, accounts payable, accounts receivable, payroll, employee, applicant processing, and alumni activities. Banner software is the software utilized to manage the business applications within SJCCD. All financial processes, employee records and relevant student registration records are stored within Banner. State reporting requirements are also met via Banner. This purchase request guarantees business continuity by continuing the ongoing training and consulting services as well as upgrades required by the application.

Banner products and services are proprietary and can only be purchased from SungardHE. To ensure a competitive price is obtained, the District joined the Texas Connection Consortium (TCC) who negotiates price reductions based on the purchasing power of 37 Texas colleges and universities using SungardHE products. TCC qualifies as an "Interagency Contract" and is exempt from competitive sourcing as stated in Chapter 771 of the Texas Government Code.

IMPACT OF THIS ACTION

Approval of this purchase request will provide training and consulting services to maintain the modules within the Banner System; aid in the implementation of the Advancement Module and upgrade current modules by implementing new features.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this purchase is \$245,000. This expenditure is funded from the 2008-2009 Computer Software Conversion Department's operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Dr. Wanda Simpson Munson	281-998-6150	wanda.simpson@sjcd.edu
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Jerry Ward	281-998-6320	jerry.ward@sjcd.edu

Purchase Request # 10
Regular Board Meeting August 11, 2008
Consideration of Approval of Contract Renewal for Charter Bus Service

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a contract renewal with Coach USA for charter bus services.

BACKGROUND

RFP #06-14-975 Charter Bus Services was awarded to Coach USA during the July 2006 board meeting. This renewal for 2008-2009 will exercise the final renewal option of the contract.

IMPACT OF THIS ACTION

This contract provides transportation services for the athletic teams and other District related groups for in-state and out-of-state functions. By utilizing one provider with advance yearly schedules, the District achieves a more competitive discounted rate per trip versus using several different charter services.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$210,000 based on projected trip schedules provided by each athletic team. This expenditure is funded through 2008-2009 campus budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Sharon Nelson	281.478.3656	sharon.nelson@sjcd.edu
Shawn Silman	281.459.7673	shawn.silman@sjcd.edu
Tom Arrington	281.458.4050	tom.arrington@sjcd.edu
David Santesteban	281.484.1900	david.santesteban@sjcd.edu
Kelly Saenz	281.484.3413	kelly.saenz@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 11
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Fuel

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve gasoline and fuel purchases from: ADA Resources, Apache Oil Company, O'Rourke Petroleum and Suncoast Resources Inc. for the 2008-2009 year.

BACKGROUND

The District maintenance department and the Commercial Truck Driving program located on Central Campus purchase fuel as an integral part of department functions. The maintenance department purchases fuel for the departmental vehicles, campus police, grounds department and District-wide van transportation programs. The Commercial Truck Driving program utilizes diesel fuel for the commercial trucks used in instructional programs.

IMPACT OF THIS ACTION

Due to the volatile nature of fuel prices, user departments obtain fuel quotes from four qualified vendors prior to purchasing fuel. The above referenced vendors have met all departmental specifications.

Fuel purchases are exempt from competitive sourcing per Section 44.031 (a) of the Texas Education Code.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$203,000. This expenditure is funded by the 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Jay Morris	281.476.1501	jay.morris@sjcd.edu
John Stephens	281.476.1886	john.stephens@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 12
Regular Board Meeting August 11, 2008

Consideration of Approval of Contract Renewal for Credit Card Merchant Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a contract renewal with Bank of America for credit card merchant services for the 2008-2009 year.

BACKGROUND

RFP #06-18-946 Credit Card Merchant Services, was originally awarded to Bank of America by the Trustees during the August 2006 board meeting. This renewal will be the third year of a four year contract.

IMPACT OF THIS ACTION

Renewal of this contract will allow the District to continue processing payments made on Visa, Mastercard, Discover and American Express credit cards as well as debit card payments with Visa/Mastercard affiliation. The fee for processing transactions includes transmittal to the credit card processor, deposits to the District bank account and reporting for reconciliation purposes.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$200,000 and will be paid through the Vice Chancellor of Fiscal Affairs non-departmental budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Kenneth Lynn	281.991.6306	kenneth.lynn@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 13
Regular Board Meeting August 11, 2008
Consideration of Approval of Purchase of Library Digital Access

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve digital access agreements with Amigos, Bowker, CollegeSource Inc., EBSCO, Infobase Publishing, Newsbank and Gale for the 2008-2009 year.

BACKGROUND

The use of these digital access agreements at the campus libraries provides access to Electronic Library, the New York Times and the History Study Center. These databases offer full-text access to the New York Times reference articles, articles on history, and articles from popular magazines, TV show transcripts, maps and photographs. This set of databases supports students in humanities and social sciences. Digital databases give students and faculty access to far more information than could be afforded if the titles were purchased individually.

IMPACT OF THIS ACTION

These services are utilized at each of the three campuses by faculty, administration, libraries, learning resource centers, labs and anyone with computer access to the internet. Off campus use is accessible by anyone who has internet capabilities and a SJC Library Card. This allows the databases to be used as a resource for distant learners, as well as faculty and students at home and students at satellite centers.

The services are all proprietary in nature and are therefore exempt from competitive sourcing as provided for in Section 2155.139 of the Texas Government Code.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$195,000. This expenditure is funded by the ITS department's operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Will Sydnor	281.998.6137	will.sydnor@sjcd.edu
Karen Blankenship	281.476.1850	karen.blankenship@sjcd.edu
Jan Crenshaw	281.458.4050	jan.crenshaw@sjcd.edu
Richard McKay	281.484.1900	richard.mckay@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 14
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Legal Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve Bracewell & Giuliani LLP and Daniel Snooks, Attorney at Law to provide legal services to the District for the 2008-2009 year.

BACKGROUND

The Board of Trustees, the Chancellor and senior administrators of the District require access to legal services to perform administrative and governance functions of the District. Services provided will normally include contract reviews and consultation on employment and other matters. The services will be performed by the firms on an as needed basis as independent contractors.

IMPACT OF THIS ACTION

Approval of this purchase request will allow the District to continue to access legal services during the 2008-2009 fiscal year.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The law firms furnishing these services are listed below with an estimated annual expenditure indicated. Professional legal services are exempt from the State of Texas bidding laws pursuant to Section 44.031 (f) of the Texas Education Code

Bracewell & Giuliani LLP	\$130,000
Daniel Snooks, Attorney at Law	<u>50,000</u>
	\$180,000

These expenditures are funded from the 2008-2009 operating budgets of the Human Resources Department and the Fiscal Affairs Department.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

James Fowler	281.998.6115	james.fowler@sjcd.edu
Kenneth Lynn	281.998.6306	kenneth.lynn@sjcd.edu

Purchase Request # 15
Regular Board Meeting August 11, 2008
Consideration of Approval for Renewal of Annual Banner Maintenance

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a contract renewal for SungardHe to provide extended maintenance service for Banner software products.

BACKGROUND

Banner provides the District the ability to process and record financial and educational transactions such as student registration, payment, accounts payable, payroll, employee, applicant processing, and alumni activities. All financial processes, employee records and relevant student registration records are stored within Banner. State reporting requirements are also met via Banner. This purchase request provides business continuity by continuing the ongoing technical support and upgrades required to maintain the software. The following Banner modules are included: Advance, Financial Aid, Position Control, Payroll, Student, Accounts Relievable, LDIS Integration, Xtender imaging, ODS, TCC State reporting module, and web access Banner software, including SOS for students.

SungardHE designed and implemented the Banner software purchased by the District. Their product is considered proprietary and SungardHE is the only source from which these services can be purchased. This purchase qualifies for exemption from competitive sourcing per Section 44.031 (j) of the Texas Education Code and qualifies as a “sole source” and therefore bidding is not required. Sole source number 1232 has been issued.

IMPACT OF THIS ACTION

Approval of this renewal for SungardHE maintenance services will provide business continuity by allowing ongoing technical support and software upgrades required for the Banner software.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total expenditure for this renewal is \$178,293. This expenditure is funded by the ITS 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Dr. Wanda Simpson Munson	281.998.6150	wanda.simpson@sjcd.edu
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Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

Purchase Request # 16
Regular Board Meeting August 11, 2008

Consideration of Approval to Purchase COMPASS/ESL and WORKKEYS Programs

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve purchases of placement entrance exams and job profiling programs from ACT Inc. for 2008-2009.

BACKGROUND

This is a request to purchase COMPASS/ESL (placement entrance exams) for the testing centers at all campuses and WORKKEYS (a job profiling system) for the Continuing Professional Development department. The purchase of these exams complies with the regulations and standards established by National Evaluation Systems/Texas Academy Skills Program (NES/TASP). COMPASS/ESL is a copyrighted product sold only through ACT Inc. The WORKKEYS job profiling system is a job analysis system that helps businesses identify the skills and skill levels employees must have to perform particular jobs effectively. The District works directly with companies in the local community to profile jobs and assess applicants applying for job positions. The WORKKEYS program is guided by the Uniform Guidelines on Employee Selection Procedures, which has been adopted by the Equal Employment Opportunity Commission (EEOC).

IMPACT OF THIS ACTION

Approval of this purchase request will allow the District to continue providing placement entrance exams and job performance programs as workforce development activities for area industry. ACT Inc. is the sole source from whom these products can be purchased and therefore is exempt from competitive sourcing as stated in Section 44.031 (j) of the Texas Education Code. The sole source numbers which have been assigned are COMPASS/ESL (1062) and WORKKETS (1068).

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for the placement exams will be \$110,000 and are funded from each campus testing department's operating budget to be allocated equally among the campuses. The estimated annual expenditure for job profiling systems will be \$40,000 and is funded from the Continuing Professional Development 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Ronald Hopkins	281.458.4050	ronald.hopkins@sjcd.edu
Jeff Wylin	281.484-1900	jeff.wylin@sjcd.edu
Sherry Jones	281.478-3687	sherry.jones@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 17
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Elevator Maintenance Service

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the purchase of elevator repair and maintenance services from Otis Elevator Company with services provided by their local service representative Amtech Elevator Services for the fiscal year 2008-2009.

BACKGROUND

This is a request to maintain and repair elevator systems district-wide. Amtech has serviced the District's elevators during previous years. This purchase will include upgrading the elevators and all repairs required to maintain the elevators in operating order.

IMPACT OF THIS ACTION

The procurement of elevator maintenance services will ensure that the District's elevators are regularly inspected and functioning properly to ensure the safety of students, staff and visitors at all of the District's facilities. The equipment and service will be procured through the Horizon Resource Group, a purchasing cooperative. This purchase satisfies the State of Texas bidding requirements as stated in Section 44.031 of the Texas Education Code and 791.025 of the Texas Government Code.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$150,000. This expenditure is funded through the Maintenance department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Cherry Graham	281.478.2794	cherry.graham@sjcd.edu
Randi Blinka	218.998.6106	randi.blinka@sjcd.edu

Purchase Request # 18
Regular Board Meeting August 11, 2008

Consideration of Approval to Purchase Career Focus Publication Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve an agreement with Academic Marketing Services to provide the District access to CareerFocus, a marketing publication, for the 2008-2009 fiscal year.

BACKGROUND

CareerFocus is a publication designed to market technical programs to the District's general public. The Marketing department will utilize this product to recruit students and assist them in making good decisions about their career paths through direct mail campaigns. CareerFocus is published three times a year.

The publication is a syndication model where the general content can be locally customized to the programs and content offered at San Jacinto College. This product has the potential to enhance enrollment possibilities. Implementing a publication focusing on San Jacinto College's attributes will add value to the College's marketing initiatives.

IMPACT OF THIS ACTION

Utilizing this service will complement the Marketing initiatives currently in place by adding three direct mailings of the CareerFocus publication showcasing technical programs at San Jacinto College.

Academic Marketing Services is the only vendor trademarked to provide the service requested and therefore qualifies for exemption from competitive sourcing as stated in Section, 44.031 (j) of the Texas Education Code. The sole source number is 1236.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this purchase is \$150,000. This expenditure is funded from the Marketing Department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Teri Fowle	281.998.6151	teri.fowle@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 19
Regular Board Meeting August 11, 2008

Consideration of Approval to Purchase Workers' Compensation Insurance

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a one year renewal of the Workers' Compensation insurance policy issued through TASB Risk Management Fund for the fiscal year 2008-2009.

BACKGROUND

As a result of RFP #05-18-953, the Workers' Compensation Insurance coverage was awarded on August 8, 2005 to TASB Risk Management Fund, through whom the District has an Interlocal Agreement.

IMPACT OF THIS ACTION

Renewal of this coverage will provide workers' compensation insurance for San Jacinto College employees to ensure that their medical needs related to any accidental injury or illness that occur as a result of performing their job duties are met.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Premiums for the coverage are based on the total projected salaries of San Jacinto College employees. Based on the total salary figure, the annual premium for Worker's Compensation Insurance coverage will be \$116,419 with an aggregate deductible of \$475,458. The premiums will be funded from the District Non-Departmental 2008-2009 budget.

MONITORING AND REPORTING TIMELINES

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Ann Kokx-Templett	281.998.6103	ann.kokx-templet@sjcd.edu
Nancy McShane	281.998-6303	nancy.mcshane@sjcd.edu

Purchase Request # 20
Regular Board Meeting August 11, 2008

Consideration of Approval to Renew Contract for Asphalt Paving Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a contract renewal with AAA Asphalt Concrete Paving and J.A. Mills & Son Contractors, Inc. for asphalt paving services through December 31, 2008.

BACKGROUND

Bid # 04-12-929 Asphalt Paving Services was originally awarded to AAA Asphalt Concrete Paving and J.A. Mills & Son Contractors, Inc. by the Trustees at the January, 2004 board meeting. This renewal is the last renewal of the contract which expires on December 31, 2008.

IMPACT OF THIS ACTION

Approval of this purchase request will provide asphalt paving services at contracted rates through December 31, 2008.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$110,000. This expenditure is funded through the Maintenance Department 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Don Netherton	281.998.6142	don.netherton@sjcd.edu
Randi Blinka	281.998.6106	randi.blinka@sjcd.edu

Purchase Request # 21
Regular Board Meeting August 11, 2008
Consideration of Approval to Renew Contract for Building Lease

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve an agreement with MSC/Plano Vistas to lease space at the District Office Annex building for the fiscal year 2008-2009.

BACKGROUND

San Jacinto College leases space at the office building adjacent to the District office to accommodate the additional space required for some office personnel. The leased premises are used and occupied solely for the purpose of office space.

IMPACT OF THIS ACTION

Leased facility information:

Lessor: MSC/Plano Vistas
Facility: District Annex Building
4620 Fairmont Pkwy.
Pasadena, Texas

Previous Lease Term
01/11/06 – 8/31/08

The lease agreement will continue the building lease until accommodations are completed and all District office personnel are located in one facility. This purchase qualifies for exemption from competitive sourcing per Section 44.031 (j) of the Texas Education Code, “sole source”. The sole source number assigned is MSC/Plano Vista (1119).

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimate annual expenditure for this request is \$85,000. This expenditure is funded by the Vice Chancellor of Fiscal Affairs, SBDC and CPD 2008-2009 operating budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Kenneth Lynn	281.998.6320	kenneth.lynn@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 22
Regular Board Meeting August 11, 2008
Consideration of Approval for Purchase of Backup Disk Storage

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the purchase of two Overland D9500 disk-based backup systems from Unique Digital Inc. for the ITS department.

BACKGROUND

The Overland D9500 is disk storage that functions like tape allowing the integration of the devices with existing backup software and recovery processes. The benefits of such virtualization include storage consolidation and faster data restore processes. These devices utilize de-duplication technology which means only unique data is saved allowing for a faster restore process. The two units also have replication software built-in which simultaneously creates a copy of all data backed-up on the district computers and stores it on the computer system at North campus which provides increased redundancy and fault tolerance levels.

The purchase will be made through the State of Texas Department of Information Resources (DIR) contract #DIR-SDD-257.

IMPACT OF THIS ACTION

Implementation of the Overland D9500 back-up system will shorten the amount of time that is required to backup the District's data and allow more information to be stored for longer periods of time. This upgrade will lessen the District's reliance on an antiquated tape backup system and will enhance the restore and redundancy functionality of the District's computer system.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total expenditure is \$83,700. This is funded from 2007/2008 ITS operating budgets. There will be an annual maintenance renewal cost of \$15,000 each year thereafter.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Will Sydnor	281.991.2689	will.sydnor@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

Purchase Request # 23
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Newspaper and Online Advertising

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve purchases from Houston Community Newspapers and the Houston Chronicle for newspaper and online advertising for the year 2008-2009.

BACKGROUND

Various district departments use newspaper/online publications to advertise competitive bids for the procurement of goods and services, employment opportunities and advertising campaigns for the District. The Texas Education Code requires that all competitively bid solicitations be advertised in the newspaper of general circulation in the county in which the District resides. Advertisements are also placed in the local community newspaper to try to reach the highest number of people in the San Jacinto College District area. Both newspapers have websites where online ads can be placed in an effort to reach both the local and nationwide market.

IMPACT OF THIS ACTION

Approval of this request will allow the various departments to remain in compliance with State purchasing laws as well as provide the opportunity to attract and retain students to instructional programs offered at San Jacinto College. By utilizing newspapers with local and nationwide circulation the District can attract a diversified student body and reach more vendors to ensure that the District receives the best value when procuring goods and services. Newspapers are proprietary in nature and are exempt from competitive sourcing per Section 44.031 (j) of the Texas Education Code.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$80,000. This expenditure is funded by individual departments' 2008 2009 operating budgets.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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James Fowler	281.998.6115	james.fowler@sjcd.edu
Larry Logsdon	281.998.6120	larry.logsdon@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 24
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Software

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase from Blueprint Software Systems, Inc. to purchase Business Requirements Center 2009 software suite.

BACKGROUND

The modular software solution suite is comprised of the following components:

Blueprint Requirements Center

The blueprint requirements center is designed to optimize all phases of the requirements definition lifecycle.

Test Definition

The test definition module dramatically accelerates product validation. This module will also automatically generate QA and UAT test scenarios.

Blueprint Reader

The blueprint reader executes high-fidelity application simulations on any Windows desktop computer. With the blueprint reader, distributed teams can review and simulate data conditions to ensure the applications support the business needs.

Blueprint Definition Server

The blueprint definition server provides centralized, secure, managed access to requirements assets including requirements models, test models, and all reference materials.

Business Requirements Center 2009 software is a proprietary item and is exempt from competitive sourcing per Section 44.031 (j) of the Texas Education Code. Sole source number 1249 has been issued.

IMPACT OF THIS ACTION

Approval of this request will provide necessary procedural control of testing, migration, and upgrade cycles for the Banner environment, WebFOCUS reporting and the SJCD Website. This software can also be used on other district-wide computer functions that are impacted by a requirements lifecycle methodology.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this is \$69,000. This expenditure is funded through the ITS department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

**Purchase Request # 24
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Software**

RESOURCE PERSONNEL

Suzanne Deblanc 281.998.6150
Jerry Ward 281.998.6328

suzanne.deblanc@sjcd.edu

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Purchase Request # 25
Regular Board Meeting August 11, 2008

Consideration of Approval to Purchase College Branding Consulting Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve an agreement with Dollen MC to provide District branding consultation services for the fiscal year 2008-2009.

BACKGROUND

The District has many images, icons, and words that have been used to represent and describe the District. This service will support the District's branding program to clarify its image and promote the "One College Concept". The consultant will work with the Marketing Department to achieve consistency in all advertising, publications, imagery and promotional items related to San Jacinto College. With the assistance of this firm, the Marketing Department has completed branding of the logo, tagline and the District seal. The next phase will include an analysis performed by the consultant and will make a recommendation regarding the District's colors and mascots.

IMPACT OF THIS ACTION

Approval of this request will provide branding consulting services to assist the Marketing Department in developing and implementing the "One College Concept" to increase awareness and student enrollment district-wide.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$60,000. This expenditure is funded through the Marketing Department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Teri Fowle	281.998.6150	teri.fowle@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

Purchase Request # 26
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Renewal Licenses

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase for license renewals for VMware software from CDW-G for the year 2008-2009.

BACKGROUND

This purchase is for the annual renewal of VMware licenses. These licenses allow the District to run two hundred virtual servers in five physical chassis. VMware enables the District to consolidate the servers and save money by spending less on hardware, power, and cooling. The licenses include a maintenance agreement which includes software updates and 24/7 technical support.

The District will procure these licenses through the Cooperative Purchasing Network (TCPN) contract # TCPN-R4713. TCPN is a cooperative contract and satisfies the state competitive bidding requirements per Section 44.031 of the Texas education Code.

IMPACT OF THIS ACTION

Approval of this purchase will provide the necessary annual license renewals and software support for the VMware software.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for request is \$56,000. This expenditure is funded through the ITS department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Will Sydnor	281.991.2689	will.sydnor@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

Purchase Request # 27
Regular Board Meeting August 11, 2008

Consideration of Approval for Purchase of Annual Maintenance Renewal

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the purchase of the annual maintenance renewal from SHI-GS for CA Unicenter Desktop and Server Management Software for the fiscal year 2008-2009.

BACKGROUND

Unicenter Desktop and Server Manager is a product that helps ensure the optimum configuration of desktops. Automated features include continuous and active discovery, change monitoring, software and patch distribution, remote support, data protection and targeted reporting. The purchase will be made through the State of Texas Department of Information Resources (DIR) contract #DIR-SDD-198.

IMPACT OF THIS ACTION

This software allows the IT department to manage all desktops and servers more effectively and efficiently. This annual maintenance provides the District technical support as well as all updates and product patches released by the manufacturer at no additional charge.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total expenditure for this request is \$55,500 and will be paid through the ITS department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Will Sydnor	281.991.2689	will.sydnor@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

Purchase Request # 28
Regular Board Meeting August 11, 2008

Consideration for Approval to Purchase Cosmetology Equipment and Supplies

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the purchase of equipment and training supplies from Pivot Point for the Cosmetology program for the 2008-2009 year.

BACKGROUND

The Cosmetology program offers a variety of courses to students in addition to serving outside clientele who visit the campuses for cosmetology services. The products provided by Pivot Point are used as training tools for the students throughout the Cosmetology classrooms and labs. It is critical for students to be exposed to a wide selection of products commonly used in the workplace so they may become familiar with them and trained on the types of services and workplace experiences encountered in their profession.

Pivot Point is the only provider for these education products and is exempt from competitive sourcing per Section 44.031(j) of the Texas Education Code. Sole source number 1245 has been issued.

IMPACT OF THIS ACTION

Approval of the recommended contract will provide the cosmetology departments with equipment and supplies to enable students to meet learning objectives in preparation of licensing.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$55,000. This expenditure is funded through the individual departments' 2008-2009 operating funds.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Peggy Barron	281.476.1501	peggy.barron@sjcd.edu
Judy Hendley	281.458.4050	judy.hendley@sjcd.edu
Mary Lindsay	281.484.1900	mary.lindsay@sjcd.edu
Randi Blinka	281.998.6106	randi.blinka@sjcd.edu

Purchase Request # 29
Regular Board Meeting August 11, 2008
Consideration for Approval to Purchase Membership Dues

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the annual membership dues with Texas Association of Community Colleges for the fiscal year 2008-2009.

BACKGROUND

The Texas Association of Community Colleges (TACC) is a non-profit association that includes public community college districts across the state of Texas. The association represents the interests of member community colleges before the Texas legislature, state agencies and promotes The Texas Community College Education Initiative (TCCEI). TCCEI is a non-profit corporation (501C-3) created in 2003 to promote educational programs and services that benefit Texas higher education. There are currently five TCCEI initiatives: Nelson Award, Achieving the Dream, Early College High School, STARLINK, and the Virtual College of Texas.

Texas Association of Community Colleges is a proprietary organization and is exempt from competitive sourcing per section 44.031 (j) of the Texas Education Code. The sole source number assigned is 1116.

IMPACT OF THIS ACTION

As a member of the TACC, San Jacinto College benefits from the efforts of the association for the betterment of all Texas community colleges. This combined lobbying effort provides a cost-effective way for the District's concerns to be addressed in the State legislature.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated expenditure for this request is \$55,000. This expenditure is funded by The Vice Chancellor of Fiscal Affairs 2008-2009 non-departmental budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Kenneth Lynn	281.991.6320	kenneth.lynn@sjcd.edu
Terrie Beasley	281.998.6349	terrie.beasley@sjcd.edu

Purchase Request # 30
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Implementation Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase from Sun Microsystems for services to implement the Identity Management system.

BACKGROUND

This purchase is for services to implement the Sun Identity Management system and provide knowledge transfer to San Jacinto College ITS personnel. The identity management system will provide increased security by automatically removing an individual's access to all District systems upon termination. It also allows the automatic grouping of students by the classes they take to identify the need for additional courses or programs and provides for single sign on capability and user self service password reset.

This purchase will be made through the State of Texas Department of Information Resources (DIR) cooperative contracts program and is exempt from competitive sourcing per Section 791.001 (g) and 44.031 of the Texas Education Code. The Sun Microsystems contract number is DIR-SDD-503.

IMPACT OF THIS ACTION

Approval of this request will provide the District with an essential identity management system. These services will decrease the implementation lead time to one month. The training which is included will ensure that the District's ITS personnel have a thorough understanding of the system and how to maintain it. The additional security features will protect the integrity of the District's information technology investment.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this renewal is \$54,000. This expenditure is funded through the ITS department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

Will Sydnor	281.991.2689	Will.sydnor@sjcd.edu
Jerry Ward	281.998.6328	jerry.ward@sjcd.edu

Purchase Request # 31
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Software Maintenance

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase from SHI-Government for Computer Associates software maintenance for a period of three years beginning September 1, 2008 through August 31, 2011.

BACKGROUND

This request is a three (3) year renewal for the CA Brightstor backup and storage management suite. The maintenance agreement provides software updates and patches issued by the manufacturer as well as technical support to assist District personnel resolve any product-related issues that may arise during that time period. This software suite is an essential component to the backup process of the District's data. The purchase will be made through the State of Texas Department of Information Resources (DIR) cooperative contracts program. The SHI Government contract number is DIR-SDD-198 and is exempt from competitive sourcing per Section 791.001 (g) and 44.031 of the Texas Education Code.

IMPACT OF THIS ACTION

Approval of this purchase will provide the District with the integral software maintenance required for the Brightstor backup and storage management suite.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$53,500. This expenditure is funded from the ITS department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 32
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Annual Audit Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a contract renewal with Mir-Fox & Rodriguez, PC for annual independent audit services for the year 2008 - 2009.

BACKGROUND

RFP #05-15-946 Annual Financial Audit was originally awarded to Mir-Fox & Rodriguez, PC by the Trustees during the June 2005 board meeting. This renewal for fiscal year 2008-2009 will exercise the final renewal option of the contract. An annual financial audit is performed to express an opinion on the fair presentation of the District's financial statements in conformity with generally accepted accounting principles and in accordance with practices prescribed in the Statements on Auditing Standards.

IMPACT OF THIS ACTION

Audits of major Federal and State programs are required in accordance with OMB Circular A-133 and the State of Texas Single Audit Circular, respectively. Independent audits for the District's financial records are required by state law and federal regulations. Utilizing the services provided by Mir Fix & Rodriguez, PC will allow the District to comply with the state and federal audit regulations stated above.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$50,000 and will be paid through the 2008 – 2009 Non-Departmental funds.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 33
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Architectural Drawings

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve an agreement with Ridgway to provide digitized architectural drawings and other construction related documents for the fiscal year 2008-2009.

BACKGROUND

In March 2007 the Board approved the use of the software system PlanWell Document Management Suite from Ridgway as part of the disaster recovery initiative. PlanWell software provides electronic access to maintenance and construction documents. Backup copies of original documents are stored offsite for protection from emergency conditions.

The use of PlanWell during the construction phase ensures that managers, consultants and sub contractors have a current set of drawings with the latest information preventing potential construction errors. PlanWell scans, stores and manages all documents related to the design and construction of projects from the concept stage through final construction.

IMPACT OF THIS ACTION

Approval of this purchase request will continue to support the storage of existing drawings and specifications as well as incorporating drawings for new buildings or remodeling plans for existing buildings.

Ridgway, a subsidiary of American Reprographics Company, has copyrighted, developed and designed the PlanWell Document Management Suite and is the only vendor able to provide the service requested and is exempt from competitive sourcing per Section 44.031 (j) of the Texas Education Code. The sole source number is 1246.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this purchase is \$50,000. This expenditure is funded from the Construction Department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 34
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Tutoring Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase from Smarthinking for online tutoring services for the fiscal year 2008-2009

BACKGROUND

The Board approved a purchase with Smarthinking during the August 2007 meeting to provide online tutoring services. The District utilizes Smarthinking online tutoring as a service designed for students who take core academic courses. Smarthinking, as a learning partner with the Blackboard learning management system, provides an important program that increases student satisfaction by meeting the demands of the District's rapidly changing student population. Online learning assistance is available in Math, Accounting, Grammar, Chemistry, Biology, Physics, Writing, and Spanish.

Due to integration and extensive information technology support issues Smarthinking is the only source from which this service can be purchased and is exempt from competitive sourcing as "sole source" per the Texas Education Code. Sole source number 1224 has been assigned.

IMPACT OF THIS ACTION

Approval of this request will continue the availability of this valuable tool for students that require additional assistance with their coursework. Smarthinking online tutoring is a cost effective way to assist students and aids student retention for those students that may otherwise fail a course and not return.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure is \$50,000. This expenditure is funded through the Instructional Support 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 35
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Identity Management Software

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase from Agilet Solutions for the District's Identity Management Software for the fiscal year 2008-2009.

BACKGROUND

The identity management system from Agilent Solutions will automate the management of user credentials for all District systems. It will provide for automatic provisioning and de-provisioning of staff/faculty and student accounts, single sign-on capability and user self-service password reset.

This software suite will serve many purposes. It will provide increased security by automatically removing an individual's access to all District systems upon termination. It will allow for students to be grouped automatically by the classes that are taken to enable more targeted services. The initial purchase agreement is for three years with an estimated annual renewal of \$15,000 per year.

This purchase will be made through the State of Texas Department of Information Resources (DIR) cooperative contracts program and is exempt from competitive sourcing per Section 791.001 (g) and 44.031 of the Texas Education Code. The Agilet Solutions contract number is DIR-SDD-503.

IMPACT OF THIS ACTION

Approval of this request will provide the District with an essential identity management system.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The annual expenditure for this renewal is \$43,223. This expenditure is funded through the ITS department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 36
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Automotive Training Equipment

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase from Atech Training, Inc. for automotive training equipment simulators.

BACKGROUND

Atech's 1800 series trainers are electrical/electronic simulators which are a necessary component of the District's automotive training programs. They are used to train students on the fundamentals of electricity and how to build and diagnose electrical circuits. These simulators simulate bugs and faults found in vehicles in order to prepare students for situations encountered in the automotive service industry. The central campus automotive department trains entry level technicians for Ford, Mercury, Mazda, Toyota, Lexus, Honda, Acura, BMW, General Motors, Dodge, Jeep and independent auto shops. The Atech electrical trainers are considered proprietary and Atech Training, Inc. is the only source from which this equipment can be purchased. This purchase qualifies for exemption from competitive sourcing per Section 44.031 (j) of the Texas Education Code. Sole source number 1250 has been issued.

IMPACT OF THIS ACTION

Approval of this purchase will provide the District with automotive training simulators that meet the industry standard. Use of the Atech trainers is a required component of the Honda certified training program but can be used for all the automotive training courses offered at San Jacinto College.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total expenditure for this purchase is \$42,686. This expenditure is funded through the Automotive Department's 2007-2008 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 37
Regular Board Meeting August 11, 2008
Consideration of Approval to Renew Annual Maintenance

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a renewal with Crystal Communications for annual maintenance to the Mirage Network Access Control System for the year 2008-2009.

BACKGROUND

This request is for annual maintenance for Mirage software which provides network access control against hackers and malicious code by preventing unusual and unauthorized activity on the network. Mirage software prevents the spread of computer worms and viruses as well as hacking attempts. The maintenance agreement will issue software updates and patches as well as technical support to assist District personnel resolve any product-related issues that may arise during that time period.

This purchase will be made through the State of Texas Department of Information Resources (DIR) cooperative contracts program and is exempt from competitive sourcing per Section 791.001 (g) and 44.031 of the Texas Education Code. The Crystal Communications DIR contract number is DIR-SDD-273.

IMPACT OF THIS ACTION

Approval of this renewal will provide the District with annual maintenance and updates needed to keep the Mirage Network Access Control System operating efficiently.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total expenditure for this renewal is \$36,180. This expenditure is funded through the ITS department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 38
Regular Board Meeting August 11, 2008
Consideration of Approval for Professional Services and Licenses

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase from DocsEtc. for additional professional services and licenses for the fiscal year 2008-2009.

BACKGROUND

The Southern Association of Colleges and Schools (SACS) organization, the accrediting agency for San Jacinto College, implemented the requirement for schools seeking accreditation to create a secured website which would contain the documentation requested by the auditors and be viewable by the committee. Many of the requested documents were not in an electronic format; therefore, creating the need to digitize those documents and store them in a document management system.

In October 2007, the Board approved a contract award to DocsEtc. to provide digitization services to scan an estimated 400,000 pieces of paper and implement a scanning and document management tool to support accreditation and business continuity. This request seeks to obtain additional services and licensing to complete the document scanning services necessary for the SACS accreditation already in progress. Following are the services and licenses needed:

Workflow Server (includes Forms Designer and Workflow Designer)	\$8,500
Workflow users (20 licenses at \$325 ea)	\$6,500
1 additional Forms Designer license	\$2,500
1 additional Workflow license	\$2,500
Annual Maintenance	\$15,155
TOTAL	\$35,155

IMPACT OF THIS ACTION

The proposed solution will fulfill document imaging and indexing requirements and continue the process to mass digitize identified documents for SACS accreditation.

Purchase Request # 38
Regular Board Meeting August 11, 2008
Consideration of Approval for Professional Services and Licenses

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total estimated expenditure for this request is \$35,155. This expenditure is funded through the ITS department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request #39
Regular Board Meeting August 11, 2008

Consideration of Approval to Purchase Cosmetology Equipment and Supplies

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the purchase of equipment and training supplies from RDA for the Cosmetology program for the 2008-2009 year.

BACKGROUND

The Cosmetology program offers a variety of courses to students in addition to serving outside clientele who visit the campuses for cosmetology services. The products provided by RDA are used as training tools for the students throughout the Cosmetology classrooms and labs. It is critical for students to be exposed to a wide selection of products commonly used in the workplace so they may become familiar with them and trained on the types of services and workplace experiences encountered in their profession.

RDA is the only provider for Redken products and is exempt from competitive sourcing per Section 44.031(j) of the Texas Education Code. Sole source number 1244 has been issued.

IMPACT OF THIS ACTION

Approval of the recommended contract will provide the cosmetology departments with supplies to enable students to meet learning objectives in preparation of licensing.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$35,000 and funded through the individual departments' 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Mary Lindsay	281.484.1900	mary.lindsay@sjcd.edu
Randi Blinka	281.998.6106	randi.blinka@sjcd.edu

Purchase Request # 40
Regular Board Meeting August 11, 2008

Consideration of Approval to Renew Annual Software Maintenance Contract

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the renewal of a contract with Software Services of Delaware for Axiom software maintenance for the year 2008-2009.

BACKGROUND

Axiom reduces student application processing time and potential data-entry errors. This equipment will decrease applicant processing time and, after local modification, will comply with the state-mandated Texas Common Application process.

Software Services of Delaware designed and implemented the software purchased by the District and is exempt from competitive sourcing per Section 44.031 (j) of the Texas Education Code. Sole source 1093 has been issued.

IMPACT OF THIS ACTION

Approval of this request will ensure the continuation of existing scanning capabilities and web based application processing for the Banner Student Model.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this product and services is \$33,000. This expenditure is funded through the ITS department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 41
Regular Board Meeting August 11, 2008

Consideration of Approval to Purchase Technical and Maintenance Support

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase from OpenText (aka RedDot) for the District's websites technical and maintenance support for 2008-2009.

BACKGROUND

OpenText software products provide content management server access and user ability to the District web page. OpenText is a proprietary product and is exempt from competitive sourcing per Section 44.031 (j) of the Texas Education Code. Sole source number 1231 has been issued.

IMPACT OF THIS ACTION

Approval of this request will continue technical and maintenance support for the OpenText software products critical to maintain the District's website.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual additional expenditure for this is \$30,190. This expenditure is funded through the ITS department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request #42
Regular Board Meeting August 11, 2008
Consideration of Approval for Additional Funds

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve additional funds to pay Rizzo Consulting for architectural, engineering and consulting services performed during the fiscal year 2007-2008.

BACKGROUND

In August 2007 the Board approved \$125,000 for Rizzo Consulting for the fiscal year 2007-2008. Actual total expenditures for the year exceeded that amount by an additional \$30,000 for a total of \$155,000 for the fiscal year. The services rendered provided professional assistance for current and projected construction projects ranging from project planning, design, management, budget projections, construction documents and proposal selection. Engineering services are exempt from competitive bidding per Section 44.031 (f) of the Texas Education Code.

IMPACT OF THIS ACTION

Rizzo Consulting provides professional architectural, engineering, and consulting services in areas that the District does not have licensed professionals on staff to fulfill these roles.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total additional expenditure for fiscal year 2007-2008 will be \$30,000. This is funded from the 1999 Bond construction Program, Campus Funds, Grants and CIP Funds.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 43
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Annual Software Maintenance

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the purchase for annual Intransa IP/SAN maintenance with NWM Corporation for the 2008-2009 year.

BACKGROUND

The IP SAN is the primary storage for the District's backup system and holds most of the students' data. Without this system, students would not have home drives, profiles or desktops. The agreement provides maintenance and technical support for the District with updates to software and firmware for the system. It also provides replacement for any part failures. This purchase will be made through the State of Texas Department of Information Resources (DIR) cooperative contracts program and is exempt from competitive sourcing as stated in Section 791.001 (g) and 44.031 of the Texas Education Code. The NWN DIR contract number is DIR-SDD-258.

IMPACT OF THIS ACTION

Continuation of this maintenance agreement will retain the District's primary storage and back-up systems for student data.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The expenditure for this request is \$26,000. This expenditure is funded through the ITS department's 2008-2009 operating budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 44
Regular Board Meeting August 11, 2008
Consideration of Approval to Purchase Software

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a purchase for Oracle For Monitoring Tools For Middleware software from Oracle.

BACKGROUND

Oracle software is required to operate Banner and related solutions. Banner software is used to manage the business applications within the District. All financial processes, employee records and relevant student registration records are stored within Banner. This purchase is made through the State of Texas Department of Information Resources (DIR) cooperative contracts program and is exempt from competitive sourcing per Section 44.031 of the Texas Education Code. The Oracle DIR contract number is DIR-VPC-03-018.

IMPACT OF THIS ACTION

Oracle monitoring tools for Oracle Middleware provide the capability to internally monitor the INB Banner and SSB Banner (SOS student login and registration) system. This system is critical to ensure the privacy of student records and District financial information.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The total expenditure for this product and services is \$26,000. This expenditure is funded through the ITS department's 2008-2009 budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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Purchase Request # 45
Regular Board Meeting August 11, 2008

Consideration of Approval to Purchase Bank Depository and Investment Services

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve a contract renewal with JPMorgan Chase Bank for depository and investment services for the fiscal year 2008-2009.

BACKGROUND

RFP #06-18-946 Bank Depository and Investment Services was awarded to JPMorgan Chase Bank during the August 2006 board meeting. This renewal for 2008-2009 will exercise the renewal option for the third year of a possible four year contract.

IMPACT OF THIS ACTION

The depository contract is an important component of the treasury and cash management system for deposits of funds and processing of checks from accounts payable and financial aid disbursements. The services include multiple checking, money market accounts and wire transfers for funds wired in/out (from/to) outside agencies. Services are utilized throughout the San Jacinto College District for collection and disbursement activities.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated annual expenditure for this request is \$25,000 and will be paid through the Vice Chancellor of Fiscal Affairs' non-departmental budget.

MONITORING AND REPORTING TIMELINE

None

ATTACHMENTS

None

RESOURCE PERSONNEL

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