

**NOTICE OF REGULAR MEETING
GALVESTON COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS**

In compliance with the Open Meetings Act, Texas Government Code, Section 551.041, notice is hereby given that a Regular Meeting of the Galveston Community College District Board of Regents will be held on **Wednesday, March 9, 2022**, at 5:30 PM in Room M-220 Galveston College, 4015 Avenue Q, Galveston, Texas 77550.

The Board of Regents will gather in Room M-202 for refreshments prior to the Regular Meeting. Although a quorum may be present, no action will be taken by the Board at that time.

- AGENDA -

- I. Call to Order Regular Meeting**
- II. Moment of Silence and Pledge of Allegiance
- III. Certification of Posting Notice of Regular Meeting
- IV. Recognition of Guests
- V. Consider Approval of Minutes from the Regular Meeting of February 16, 2022 *(Action Item)* 3
- VI. Citizens Desiring to Appear Before the Board on Agenda and Non-agenda Items *(Please complete a request card prior to the start of the meeting. The Board Chairperson may limit the time of appearance before the Board to three minutes.)*
- VII. Informative Reports:
 - 1. Student Success Story *(Dr. W. Myles Shelton)* 14
 - 2. Monthly Financial Reports - February *(Mr. M. Jeff Engbrock)* 15
- VIII. Consideration of Consent Agenda 39
(The purpose of the consent agenda is to allow the Board to identify and approve action items which require no additional information or discussion and for which there is unanimous approval. Regents receive agenda materials in advance of the meeting to prepare for the business to be conducted.)
- IX. Action Items:
 - 1. Consider Adoption of Resolution Approving the Early Voting and Election Day Entity Vote Center Polling Locations for the May 7, 2022 Special Election, Amending the Order of General and Special Elections, and Approving the Notice of Special Election. 41
 - 2. Presentation and Acceptance of Certificate of Unopposed Candidates for the General Election 54
 - 3. Consider Approval of Order of Cancellation for the May 7, 2022 General Election 56
 - 4. Presentation and Acceptance of Certificate of Unopposed Candidates for the Special Election. 58
 - 5. Consider Approval of Order of Cancellation for the May 7, 2002 Special Election 60
 - 6. Review and Consider Reaffirmation of Board Policy CAK Local (Appropriations and Revenue Sources: Investments) and Resolution 62
 - 7. Consider Approval of Investment Firms 71

8. Consider Acceptance of Fiscal Year 2021-22 Second Quarter Investment Report	72
9. Consider Acceptance of Audit Services Engagement Letter from Carr, Riggs & Ingram, LLC	76
10. Consider Approval of One-Year Extension to Contract with Lagniappe Dining Services with Price Increase Proposal	87
11. Consider Approval of Student Housing and Board Fees Effective June 1, 2022	88
12. Consider Approval of Increase in Tuition, Required Fees, Other Fees, Effective April 1, 2022	89
13. Consider Approval of Course Fees for Academic Year 2022-23	91
14. Consider Approval of the Amended Interlocal Participation Agreement between Galveston College and the Texas Association of School Boards (TASB) Risk Management Fund	98
15. Consider Approval of Proposal to Purchase Furniture for the IT Service Desk	109
16. Consider Approval of Proposal to Purchase 19 Laptop Computers with Docking Stations for Staff in Student Services	110
17. Consider Approval of Proposal to Purchase Office Chairs for the Nursing Offices	111
18. Consider Approval of Proposal to Purchase Office Furniture for the New Offices in the STEM Student Center under the NSF HSI-ITP Grant for Fiscal Year 2021-2022	112
19. Consider Approval of Construction Manager At Risk (CMAR) Contract with Satterfield and Pontikes Construction, Inc., for the New Nursing Health Science Center Building	113
20. Consider Amending Fiscal Year 2021-22 Regular Board Meeting Date for April	135
21. Consider Ratifying Appointment of Full-time Instructor	136
X. Special Reports and Comments:	
1. Student Representative (<i>Mr. Alfonso Villalobos</i>)	
2. Faculty Representative (<i>Dr. Janene A. Davison</i>)	
3. President (<i>Dr. W. Myles Shelton</i>)	
4. Regents	
5. Chairperson (<i>Ms. Karen F. Flowers</i>)	
XI. Adjournment	

The notice for this meeting was posted on , in compliance with the Texas Open Meetings Act.

W. Myles Shelton, Ed.D., President

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF REGENTS
GALVESTON COMMUNITY COLLEGE DISTRICT
4015 Avenue Q
Galveston, Texas 77550
Room M-220 – Moody Hall
February 16 2022
5:30 p.m.**

At the Regular Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, February 16, 2022, in Room M-220 of Moody Hall, commencing at 5:30 p.m., the following Regents were present:

Ms. Karen F. Flowers, Chairperson
Mr. Fred D. Raschke, Vice Chairperson
Mr. Michael B. Hughes, Secretary
Mr. Armin Cantini
Mr. Raymond Lewis, Jr. (attended virtually)
Ms. Mary R. Longoria
Ms. Rebecca Trout Unbehagen

Faculty and staff present included Dr. W. Myles Shelton, President, Ms. Carmen Allen, Ms. Veronica Atterberry, Dr. Conrad Breitbach, Mr. Ron Crumedy, Dr. Janene Davison, Mr. M. Jeff Engbrock, Mr. Daniel Fink, Mr. Randy Graves, Ms. Liz Lacy, Ms. Breanne Lorefice, Ms. Sandra Martinez, Dr. Cissy Matthews, Mr. Sean Matthews, Mr. Paul Mendoza, Dr. Van Patterson, Dr. Kelley Pennell, Ms. Melissa Tremont, Mr. Alfonso Villalobos, and Dr. Tirizia York.

- I. CALL TO ORDER REGULAR MEETING:** Chairperson Flowers opened the Regular Meeting at 5:30 p.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE:** Ms. Flowers began with a moment of silence and asked Mr. Raschke to lead the Pledge of Allegiance.
- III. CERTIFICATION OF POSTING NOTICE OF REGULAR MEETING:** Dr. Shelton confirmed that the notice of the Regular Meeting had been properly posted on February 11, 2022.
- IV. RECOGNITION OF GUESTS:** Dr. Shelton asked the students who were in attendance at the meeting to stand up and be recognized. The students who were in attendance at the meeting were: Kailee Johnson, Chloe Ramirez, Kyle Thornton, Lillian Nguyen, Stephanie Little, Jill Fisher, Zavier Allen, Jandy Peña, Ashley Lindy, Michael Webb, Malihy Young, NazyMahmaudizad, Crighton Wess, Jonathan Ramirez, and Kerry Estis. Mr. M. Theron Waddell was also in attendance as a guest at the meeting.
- V. CONSIDER APPROVAL OF MINUTES FROM REGULAR MEETING OF JANUARY 12, 2022:** A reading of the minutes was waived. Mr. Raschke moved to

approve the minutes as published; Mr. Hughes seconded. The motion passed unanimously.

VI. CITIZENS DESIRING TO APPEAR BEFORE THE BOARD ON AGENDA AND NON-AGENDA ITEMS: There were no citizens present desiring to appear before the Board.

VII. INFORMATIVE REPORTS:

1. Student Success Story: Dr. Shelton introduced this agenda item and Ms. Carmen Allen, Director of Institutional Effectiveness and Research, who presented the student success story. Ms. Allen presented on Pathways Momentum Indicators. Early momentum metrics are metrics that tell how students are doing during their first year as students. These metrics are good indicators of student success long term. The first indicator is credit momentum which looks at the percentage of students that earn 15 or more credits their first academic year. 58% of students are completing 15 credits in their first year. The data is further broken down by gender and race/ethnicity to be able to look at differences and trends between different groups of students. Looking at the three year averages between these groups, female students are out performing male students, and African American students are not performing as well as their peers on these measures. The next measure presented was Gateway Math Momentum. This is the percentage of college students that receive credit for their first college math course, during their first academic year. The data shows gains from 28.1%-48.3% over the last five years in this category due to the implementation of the co-requisite model of developmental education. The same trends are present in this data between female students outperforming male students and among the race/ethnicity of students. The next indicator presented was Gateway Reading, Writing, and Math Momentum. This indicator looks at students that have completed their first reading, writing, and math course. The data shows gains from 25.1% to 43.7% over the five-year period. The aggregated data shows the same differences in terms of gender, and race/ethnicity, but there are larger trends in the subgroups with increasing success. Mr. Raschke stated that he would be interested to see what the trends from 2021 will look like. Ms. Allen stated that the data from the pandemic, as it relates to the high school students, will be available within the next year. Ms. Allen summarized that the Credit Momentum has remained steady over the last five years, the gateway course momentum has increased substantially and continues to increase. The goal by monitoring the indicators, is to ensure that they increase over time and the disparities between groups decrease over time. She further added that she expects the disparities to decrease based on the student success initiatives and equity initiatives currently taking place on campus.

Ms. Longoria asked how many students were polled for this survey. Ms. Allen stated that these students are first time college students, including dual credit students. It is generally between 250-300 students.

2. Monthly Financial Reports – January: Mr. M. Jeff Engbrock, Comptroller/CFO, presented the financial reports for the month of January 2022. The January report was reviewed. With 42% percent of the year completed, income generated was \$17,580,673, or 69.4 percent of the fiscal year 2021-22 revenue budget compared

to 71 percent last year. He reported that the estimates for tuition and fees is behind and is at 4.5 million of the 4.9-million-dollar budget. Last year 820,000 additional dollars were collected from February to the end of the year. We will be at 4.5 million of the 4.9-million-dollar tuition and fees budget. Local taxes are above last year. Local revenue is also above prior years. He reported that total expenses were \$9,010,463, or 36% percent of the expenditure budget, which is in line with the previous three years. Mr. Engbrock commented that College has received the bond funds. Mr. Lewis asked if we spend down the money as it sits in investment pools. Dr. Shelton answered yes. It is a small number because interest rates are low.

VIII. CONSENT AGENDA: Ms. Flowers proceeded with the Consent Agenda. Mr. Hughes moved to approve the Consent Agenda and Action Item Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, and 17; Ms. Longoria seconded. The motion passed unanimously. A copy of the Consent Agenda is attached as **Exhibit A**.

IX. ACTION ITEMS:

1. Consider Approval of Change Order to Existing Contract with Ferrilli for programming the necessary Application Program Interfaces (APIs) for the previously approved Dynamic Forms project: The Board unanimously approved a proposal of a change order to an existing contract with ERP Consultant Ferrilli for \$21,000 to help program the necessary Application Program Interfaces (APIs) for the previously approved Dynamic Forms project. The source of funding is the Higher Education Emergency Relief Fund III (HEERF III) Grant. This item was passed in the Consent Agenda.
2. Consider Approval of Proposal to Procure Services for Ivanti Landesk Software Update: The Board unanimously approved a proposal to procure services from vendor SHI to update the college's endpoint management solution Ivanti Landesk. The total cost of the services is \$22,250 and the source of funding is the Education and General Fund-Information Technology-Equipment Computer Capitalized (11-51510-51220). This item was passed in the Consent Agenda.
3. Consider Ratifying Acceptance of Texas Higher Education Coordinating Board Texas Completion Repayment Grant Program Award from the Governor's Emergency Education Relief (GEER) Fund: The Board unanimously approved acceptance of the Texas Higher Education Coordination Board Texas Completion Repayment Grant Program Award from the Governor's Emergency Education Relief (GEER) Fund. Galveston College has received a grant award notification from the Texas Higher Education Coordinating Board for the Texas Completion Repayment Grant Program from the Governor's Emergency Education Relief (GEER) Fund for the amount of \$75,000. The term of the grant runs through September 30, 2022. The Texas Completion Repayment Grant Program Award will help students of Galveston College, who have had their education disrupted by the COVID-19 pandemic, clear outstanding balances of up to \$1,000 per student. This item was passed in the Consent Agenda.
4. Consider Approval of Proposal to Purchase Instructional Equipment for the Electrical-Electronics and HVAC Technology Programs: The Board unanimously

approved a proposal to purchase instructional equipment for the Electrical-Electronics and HVAC Technology programs. This equipment is identified as a necessary addition to the program's inventory to familiarize students with equipment they will encounter on the job in the Gulf Coast and Houston region. The total cost of this request is \$130,415. The cost includes material, labor, student learning systems, and warranty on parts and labor for one year. The funding source for this project is the Texas Reskilling and Upskilling for Education (TRUE) Grant. This item was passed in the Consent Agenda.

5. Consider Approval of Proposal to Purchase Flexible Furnishings for the College Library: The Board unanimously approved the purchase of flexible furnishings for the Library from McCoy Rockford, in the amount of \$15,144.14. It is expected this will increase students' productive use of the library and will encourage peer-to-peer collaboration with course content. The source of the funding is the Department of Education Title V Grant for fiscal year 2021-2022. This item was passed in the Consent Agenda.
6. Consider Approval of Proposal to Purchase a New Printer for the Cosmetology Department: The Board unanimously approved a proposal to purchase a new printer for the Cosmetology Department. The proposal was from SHI Government Solutions for a HP LaserJet Pro Multifunction printer, 3 year hardware support and 4 toner cartridges for a total of \$1,055.15. The source of funding is the Education and General Fund (11-10970-53110). This item was passed in the Consent Agenda.
7. Consider Approval of Proposal to Purchase a New Printer for the Office of the VP of Student Services: The Board unanimously approved a proposal to purchase a new printer for the Office of the Vice President (VP) of Student Services. The proposal from SHI Government Solutions was for a HP LaserJet Enterprise MFP M430f printer, HP Electronic Care Pack for 3 years, HP high capacity toner, and a HP 550 sheet media tray for the office of the VP of Student Services. The total cost of the printer, toner, and 3-year warranty support is \$1,442. The source of funding for this purchase is the Education and General Fund (11-51510-53230). This item was passed in the Consent Agenda.
8. Consider Approval of Proposal to Purchase a Computer for the Office of the Student Life Coordinator: The Board unanimously approved a proposal to purchase a printer for the Student Life Coordinator. The proposal from SHI Government Solutions was for a HP LaserJet Pro MFP M130fw-Multifunction B/W laser printer for the office of the Student Life Coordinator. The total cost of the printer is \$207. The source of the funding is the Education and General Fund (17-41210-50110). This item was passed in the Consent Agenda.
9. Consider Approval of Proposal to Purchase Equipment for a QLess Kiosk at the IT Service Desk: The Board unanimously approved a proposal to purchase equipment for a QLess Kiosk at the IT Service Desk. This proposal from Microsoft is for a QLess Kiosk to be placed at the IT Service Desk located in room R-120. The purchase includes the Microsoft Surface Go 2 mobile device, the kiosk stand for the Surface Go and Surface Go 2, the USB Ethernet accessory needed for provisioning the operating system, and a 3-year warranty. The hardware will assist students with checking into the Service Desk queue without impacting the Moody Welcome Desk

and mitigating the risk of overcrowding inside said area. The total cost for the proposal is \$806.73 and the source of funding is the Education and General Fund (11-51510-53110). This item was passed in the Consent Agenda.

10. Consider Approval to Purchase Two Dell Ultra Sharp 24 inch Monitors for use in the Admissions Department: The Board unanimously approved a proposal to purchase two Dell UltraSharp 24 inch monitors for use in the Admissions Department. The proposal from Dell EMC is for two Dell Ultra Sharp 24 inch monitors to accommodate vision challenges. These larger monitors will allow for magnification of on-screen text while still allowing room for several forms/data sheets to be open at once. Having at least two forms open at a time is necessary for efficient data processing in Admissions. The total cost for the proposal is \$589.58. The source of the funding is the Education and General Fund (11-41120-50110). This item was passed in the Consent Agenda.
11. Consider Approval of Proposal to Purchase 20 Laptop Computers and One Laptop Charging Cart for the STEM Student Center under the NSF HIS-ITP Grant for Fiscal Year 2021-2022: The Board unanimously approved a proposal to purchase 20 laptop computers and one laptop charging cart for the STEM Student Center. Based on anticipated need for computer and internet access in the student center and given the limited floor space, laptop access will improve students' productive use of the STEM Student Center and will encourage peer-to-peer collaboration with course content. The proposal from Dell includes 20 Mobile Precision Laptops, and one Bretford Cube Mini Charging Cart. The total of the purchase is \$30,731.07 and the source of funding is the NSF HSI-ITP Grant. This item was passed in the Consent Agenda.
12. Consider Approval to Renew Annual Construction Services Job Order Contracts: Dr. Shelton stated that two responses were received and evaluated for the annual Construction Services Job Order Contract. Staff recommends awarding the primary job order contracts to Unbehagen Construction/Tucon, LLC. and awarding the secondary contracts to Generocity Services, Inc. The contract is for a 12-month period beginning March 1, 2022 with an optional one-year renewal. The source of the funding is Education and General Fund budget or other funds appropriated or allocated to the College (i.e. grants). Mr. Hughes moved to award the annual construction services job order contracts. Mr. Cantini seconded the motion. Motion passed 6-0-1. Ms Unbehagen abstained due to a conflict of interest.
13. Consider Approval of Bid for Annual Plumbing Services Contract: The Board unanimously awarded the 12-month contract for plumbing services, beginning March 1, 2022. Wade Bailey Plumbing Co. Inc. would be the primary vendor and DL Mechanical, LLC would be the secondary vendor. The source of funding for the annual contract for plumbing services is the Education and General Fund budget or other funds appropriated or allocated to the College (i.e. grants). This item was passed in the Consent Agenda.
14. Consider Approval of Bid for Annual Electrical Services Contract: The Board unanimously awarded the 12-month contract for electrical services, beginning March 1, 2022. Crescent Electric Company would be the primary vendor and IRC Electrical Contractor, LLC would be the secondary vendor. The source of funding for the annual contract for electrical services is the Education and General Fund budget or

other funds appropriated or allocated to the College (i.e. grants). This item was passed in the Consent Agenda.

15. Consider Approval of Continuing Education Certificates for Light Duty Automotive Tech Level 1 CE Certificate and Medical Assistant Level 1 CE Certificate: Dr. Cissy Matthews presented this item to the Board. She stated that staff is requesting approval to add two Continuing Education Certificates. The first is for a Light Duty Automotive Tech Level 1 CE Certificate. She stated that the College currently offers a Diesel Tech CE Certificate, but the high school requested that this new certificate be added for students that are interested in general automotive areas other than diesel. This will be offered at the high school and will be a combination of dual credit and open to the public. The second program is the Medical Assistant Level 1 CE Certificate. She stated that the College has received lots of calls for this program. The College will offer this as a non-credit CE program. The students are issued a Level 1 Certificate that can be transcribed on their CE transcripts. Ms. Unbehagen asked if the College has offered Medical Assistance before. Dr. Matthews answered that they offered Medial Administration. The difference is patient care. The Medical Administration is all front office including billing and coding. The Medical Assistant is the person that brings you back and takes blood pressure and may stand by the doctor if they are going to administer a shot or do a procedure. Ms. Longoria asked if this program will be held on the Galveston College campus. Dr. Matthews answered yes. Mr. Hughes moved to approve offering the Continuing Education Certificates for Light Duty Automotive Tech Level 1 CE Certificate and Medical Assistant Level 1 CE Certificate. Ms. Unbehagen seconded. The motion passed 7-0.
16. Consider Approval of Proposal for Fiber and Network Connectivity for 2215 38th Street House for Student Housing: The Board unanimously approved a proposal to purchase cabling, from vendor Triumph Cabling, and installation services from vendor Crescent, for fiber and network connectivity for the 2215 38th Street house for student housing. The project encompasses running fiber and Cat6 ethernet cabling to the house on 2215 38th Street. This will provide network connectivity for students via a wireless access point deployed in a strategic location in the house. Equipment from the previous houses located at 2305 41st St. such as access points, cabinet, and UPS will be utilized at this new location. A dedicated electrical receptacle is included in the proposal. The total cost of this proposal is \$6,962.98 and the source of funding is the HEERF III Grant. This item was passed in the Consent Agenda.
17. Consider Ratifying Appointment of Full-time Instructors: The Board unanimously ratified the appointment of Melissa Tremont, Surgical Technology Program Director, (12 month, tenure track), at an annual salary rate of \$61,707 prorated beginning January 24, 2022. This item was passed in the Consent Agenda.
18. Consider Adoption of Resolution Honoring the Service of Regent Carroll G. Sunseri to Galveston College: Dr. Shelton recommended approval of a resolution by the Board honoring the service of Regent Carroll G. Sunseri. Mr. Raschke moved to adopt the resolution. Ms. Longoria seconded. The motion passed unanimously. Dr. Shelton stated that the resolution will be framed and presented to Ms. Andrea Sunseri at the March Board of Regents meeting.

X. SPECIAL REPORTS AND COMMENTS:

1. Student Representative: Alfonso Villalobos, Interim SGA President gave the monthly student activities report. Mr. Villalobos presented the notable highlights since the last report. Items included, Black History Month celebration of achievements by African Americans and a time for recognizing their central role in U.S. History. Other events and activities include: featured Black History books, historic figures life-size display, text your knowledge for prizes activity, Black history posters, and Moody Lobby Display. Details were reported of upcoming Student Life opportunities and activities These include: free tickets to The Grand Opera House to see Harriet Tubman and the Underground Railroad, the opening of the gym for basketball, monthly movie night at Galveston PRIMETIME, Minute to Win It completion, the addition of a new ping pong table in the Cheney student center, and naming contest for the Galveston College mascot (“Rip”). Mr. Villalobos stated that the SGA is also working with Mr. C to get a new ice cream or smoothie machine for the cafeteria and to have chicken strips added back to the all you can eat menu. Mr. Villalobos stated that there are two new business partners who will offer discounts for Galveston college faculty, students and staff, and that lounge furniture has been approved for the room with the Ping Pong table to allow more places for students to gather. Mr. Villalobos spoke for the baseball team, and stated that they are looking forward to the season.
2. Faculty Representative: Dr. Janene A. Davison, President of the Faculty Senate, began by introducing new faculty members Sean Matthews, Psychology Instructor, Dr. Kelley Pennell, Director of BSN, and Melissa Tremont, Allied Health and Surgical Technology Program Director. Dr. Davison then presented the faculty senate report, which focused on employee development and the Senate’s recommendation to include Faculty Career Development as part of the Strategic Plan to demonstrate Galveston College’s commitment to advancement and investment in its faculty. It was reported that employee development has long been a part of the Galveston College Strategic Plan, but the Faculty Senate would like to see a path, within employee development, for Galveston College faculty to develop and grow in their careers. This would include the ability to take on more responsibilities or projects, as well as increase faculty salaries. She presented information regarding the 2018-2019 salary study and thanked the board and Dr. Shelton for making those adjustments. She referenced the most recent TCCTS Faculty Salary Survey that ranked Galveston College faculty 16 out of 51, which is a drop from where they have been in the past. Faculty Senate did meet with Dr. Shelton and Dr. Matthews on this issue and recognized that the TCCTS survey does not take into account median pay. Dr. Davison spoke more on the path forward for faculty who do not currently have a way to increase in their career paths. Mr. Raschke stated that during the Committee of the Whole meeting the Board discussed the budget and inflation, which the Board is concerned about for the faculty. He wanted faculty to know that the Board and Dr. Shelton are looking at that issue right now. Dr. Davison thanked the Board and Dr. Shelton.
3. President: Dr. Shelton informed the Board that the Vintage Radio Hour is back on the air. He introduced Ms. Liz Lacey, Director of Drama/Theater and Ms. Lacey informed the board that there are two different Valentine’s Day shows. One

is from *Adventures of a Thin Man*, and the other is from *My Favorite Husband* which is the precursor to *I Love Lucy*.

Other topics reported were:

- Dr. Shelton and Mr. Lewis are attending the Board of Trustees Institute on March 2-3.
- There will be a Committee of the Whole meeting prior to the March 9 Board of Regents meeting to discuss the Strategic Plan.
- An item will be added to the March 9 Board meeting agenda to reschedule the April Board of Regents meeting to April 19.
- A Committee of the Whole Meeting will be held before the May 11 Board of Regents meeting focusing on taxes and including the possibility of considering a tax freeze.
- Graduation will be held in person on May 13 at 6:00 p.m. and the nursing program will have a pinning ceremony at 2:00 p.m.
- It is anticipated that a special meeting will be called sometime around May 16 or 17 to canvass the results of the May election.
- The dates of the CCATT Annual Meeting were changed to June 16-18.
- The Board retreat and budget workshop will be scheduled towards the end of June.
- Dr. Shelton introduced Breanne Lorefice, Executive Assistant to the President.
- Baseball will open against Wharton on February 22 and will have home games against Wharton the following weekend.
- Softball has a home game against Indian Hills Community College out of Iowa on February 26.

Dr. Shelton welcomed Indian Hills Community College to the Island and wished the softball and baseball teams well as they move into the regular season. He also stated that work continues with the City of Galveston to find a path forward for a better playing field for the Softball team and he is hopeful that at the next Board meeting he can bring more news. Dr. Shelton stated that The Texas Community College Finance Commission continues to meet as committees and the next meeting of the full body will be in April. Dr. Shelton informed the Board that an RFP for a bank depository and for the bookstore operations will be coming before the Board later this Spring. He finished by saying that there are lots of exciting things happening on campus that faculty and staff are involved in, and that students continue to persevere and learn through COVID and are being successful.

4. Regents: Ms. Flowers asked if any of the Regents had a report or comment to submit. There were no reports or comments from the Regents.
5. Chairperson: Ms. Flowers did not have a report.

XI. ADJOURNMENT: There being no further business to come before the Board, the Regular Meeting adjourned at 6:14 p.m.

Michael B. Hughes, Secretary

APPROVED AS CORRECT:

Karen F. Flowers, Chairperson

Consideration of Consent Agenda

The consent agenda format is an organization process for meetings that allows the governing board to focus its time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support efficiency and effectiveness of the meeting.

A roll call of individual action items will determine the consent agenda. If a Regent has a question or plans to cast a negative vote regarding a specific recommendation, then the Regent(s) need to acknowledge their intention to the Chairperson by show of hand during the roll call. This action item will be considered in the regular order of business as an individual action item.

Those action items that the Regents plan to approve without further question or discussion will be placed on the consent agenda during roll call of individual action items. Upon the creation of the consent agenda, a motion, a second to the motion, and unanimous approval of the Board of Regents is needed to approve the action items. Upon approval of the consent agenda, the Board of Regents will proceed with the remainder of the agenda.

Tally of
Action Items:

	Consent Agenda	President Recommended Separate Action	Board Separate Action	Page #
#1 – Approve Change Order to existing Contract with Ferrilli	✓			41
#2 – Approve Proposal to Procure Services for Ivanti Landesk Software Update	✓			42
#3 – Ratify Acceptance of THECB Texas Completion Repayment Grant Program Award from (GEER) Fund	✓			43
#4 – Approve Proposal for Instructional Equipment for the Electrical-Electronics and HVAC Technology Programs	✓			45
#5 – Approve of Proposal to Purchase Flexible Furnishings for the College Library	✓			47
#6 – Approve Proposal to Purchase a New Printer for the Cosmetology Department	✓			49
#7 – Approve Proposal to Purchase a New Printer for the Office of the VP of Student Services	✓			50
#8 – Approve Proposal to Purchase a New Printer for the Office of the Student Life Coordinator	✓			51
#9 – Approve Proposal to Purchase Equipment for a QLess Kiosk at the IT Service Desk	✓			52
#10 – Approve Proposal to Purchase Two Dell Monitors for the Admissions Department	✓			53
#11– Approve Proposal to Purchase 20 Laptop Computers and One Laptop Charging Cart for the STEM Student Center	✓			54
#12 – Approve Renewal to Annual contract for Construction Services		✓		55
#13 – Approve Bid for Annual Plumbing Service Contract	✓			57
#14 – Approve Bid for Annual Electrical Services Contract	✓			59

#15 – Approve CEC for Light Duty Automotive Tech Level 1 CE Certificate and Medical Assistant Level 1 CE Certificate	<u> </u>	<u> </u> ✓	<u> </u>	<u> </u> 61
#16 – Approve Proposal for Fiber and Network Connectivity for 2215 38 th Street House for Student Housing	<u> </u> ✓	<u> </u>	<u> </u>	<u> </u> 62
#17 – Ratify Appointment of Full-time Instructors	<u> </u> ✓	<u> </u>	<u> </u>	<u> </u> 63
#18 – Adopt Resolution Honoring the Service of Regent Carroll G. Sunseri to Galveston College	<u> </u>	<u> </u> ✓	<u> </u>	<u> </u> 65

Student Success Story

Dr. W. Myles Shelton, President, will present the Student Success Story for the month.

Monthly Financial Reports – February

Attached are the monthly financial reports for February 2022, representing encumbrances and pre-encumbrances through February 28, 2022. The reports are as follows:

Education and General Fund:

- Revenue Summary Sheet
- Expenditure Summary Sheet
- Summary Revenue/Expenditure Report
- Detail Revenue/Expenditure Report by State Classification

Auxiliary Fund (Bookstore, Snack Bar, Athletics):

- Summary Revenue/Expenditure Report by State Classification

Student Services / Student Activity Fund:

- Summary Revenue/Expenditure Report by State Classification

Construction Fund:

- Summary Revenue/Expenditure Report

Operating Fund
Revenue Summary Sheet
March 2022 Meeting
As of February 28, 2022 (50% of Year)

Source	Budgeted 2021/2022	Year-to-Date		
		Received (\$) 2021/2022	Received (%) 2021/2022	Received (%) 2020/2021
State Funds	\$4,799,136	\$2,063,628	43.0%	43.0%
Tuition and Fees	\$4,953,852	\$3,629,007	73.3%	99.0%
Local Taxes	\$15,461,791	\$13,766,008	89.0%	88.2%
Local Revenues	\$123,750	\$65,602	53.0%	16.2%
Total Revenue	\$25,338,529	\$19,524,245	77.1%	80.6%

Operating Fund
Expenditure Summary Sheet
March 2022 Meeting
As of February 28, 2022 (50% of Year)

Source	Budgeted 2021/2022	Year-to-Date		
		Expended (\$) 2021/2022	Expended (%) 2021/2022	Expended (%) 2020/2021
Instruction	\$8,528,541	\$3,438,613	40.3%	43.1%
Community Service	\$30,929	\$895	2.9%	9.4%
Academic Support	\$1,766,415	\$825,087	46.7%	46.7%
Student Services	\$2,430,074	\$1,113,575	45.8%	45.8%
Institutional Support	\$6,078,023	\$2,906,688	47.8%	48.0%
Staff Benefits	\$27,000	\$43,799	162.2%	79.7%
Operations/ Maintenance	\$3,149,588	\$1,565,817	49.7%	42.4%
Interfund Transfers (out)	\$3,327,959	\$1,289,148	38.7%	36.6%
Total Expenditures	\$25,338,529	\$11,183,621	44.1%	43.2%

GALVESTON COLLEGE
Fund 11 Education and General

	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Prior Year
	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Remaining	% Expended	2022	2022	% Expended	2021
	2022	February	2022	2022	2022	2022	2022	2022	2022	2021
Revenue by State Classification										
State Funds	4,799,136	0	2,063,628	0	2,735,508	43.0%	0	2,735,508	43.0%	43.0%
Tuition	2,727,422	(10,113)	1,922,967	0	804,455	70.5%	0	804,455	70.5%	92.3%
Course Fees	2,792,257	(4,148)	2,089,281	0	702,976	74.8%	0	702,976	74.8%	104.7%
Exemption\Waivers	(565,827)	(10,383)	(383,241)	0	(182,586)	67.7%	0	(182,586)	67.7%	94.8%
Local Taxes	15,461,791	1,963,413	13,766,008	0	1,695,783	89.0%	0	1,695,783	89.0%	88.2%
Local Revenue	119,750	4,156	65,602	0	54,148	54.8%	0	54,148	54.8%	16.2%
Sales and Services	4,000	0	0	0	4,000	0.0%	0	4,000	0.0%	0.0%
Total Revenue	25,338,529	1,942,925	19,524,244	0	5,814,285	77.1%	0	5,814,285	77.1%	80.6%
Expenditures by State Classification										
Instructions	8,527,556	561,877	3,438,613	61,022	5,027,921	40.3%	0	5,027,921	40.3%	43.1%
Community Service	30,929	295	895	0	30,034	2.9%	0	30,034	2.9%	9.4%
Academic Support	1,767,615	145,607	825,087	21,526	921,002	46.7%	0	921,002	46.7%	45.3%
Student Services	2,433,792	186,120	1,113,575	278,374	1,041,844	45.8%	0	1,041,844	45.8%	42.4%
Institutional Support	6,058,790	451,433	2,906,688	559,632	2,592,470	48.0%	0	2,592,470	48.0%	47.0%
Operations And Maintenances	3,164,888	270,970	1,565,817	824,411	774,660	49.5%	0	774,660	49.5%	42.4%
Staff Benefits	27,000	171	43,799	0	(16,799)	162.2%	0	(16,799)	162.2%	79.7%
Inter-Fund Appropriation	3,327,959	267,178	1,289,148	0	2,038,811	38.7%	0	2,038,811	38.7%	36.6%
Expenditures Total	25,338,529	1,883,651	11,183,621	1,744,965	12,409,943	44.1%	0	12,409,943	44.1%	43.2%
Expenditures by Type										
General Operating	3,157,587	288,780	1,455,705	233,606	1,468,276	46.1%	0	1,468,276	46.1%	44.5%
Contracted Services	2,591,238	173,959	1,342,091	751,896	497,250	51.8%	0	497,250	51.8%	45.6%
Travel	334,077	15,698	75,811	1,159	257,106	22.7%	0	257,106	22.7%	12.9%
Equipment	587,456	33,507	312,818	101,067	173,571	53.2%	0	173,571	53.2%	6.4%
Utilities	925,000	19,844	226,706	657,236	41,057	24.5%	0	41,057	24.5%	27.0%
Faculty Full Time	4,324,851	324,167	1,901,792	0	2,423,059	44.0%	0	2,423,059	44.0%	48.2%
Faculty Overloads\Adjunct	1,753,872	107,700	632,010	0	1,121,862	36.0%	0	1,121,862	36.0%	39.0%
Stipends	398,696	31,787	186,714	0	211,982	46.8%	0	211,982	46.8%	44.5%
Administrator Salaries	1,947,457	160,038	951,924	0	995,533	48.9%	0	995,533	48.9%	47.1%
Professional Technical Salaries	2,035,533	155,639	972,642	0	1,062,891	47.8%	0	1,062,891	47.8%	45.4%
Classified Salaries	2,121,043	175,486	1,038,074	0	1,082,969	48.9%	0	1,082,969	48.9%	51.0%
Part-Time Salaries	424,941	31,193	170,681	0	254,260	40.2%	0	254,260	40.2%	41.3%
Staff Benefits	1,408,819	98,673	627,505	0	781,314	44.5%	0	781,314	44.5%	45.6%
Interfund Appropriations	3,327,959	267,178	1,289,148	0	2,038,811	38.7%	0	2,038,811	38.7%	36.6%
Expenditures Total	25,338,529	1,883,651	11,183,621	1,744,965	12,409,943	44.1%	0	12,409,943	44.1%	43.3%

GALVESTON COLLEGE
Fund 11 Education and General

0 59,274 8,340,623

Excess Rev/Exp

Galveston College

Fund 11 Detail Rev\Exp

as of the end of February 2022

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2022	February	2022	2022	2022	2022	2022	2022	2022	2022
State Appropriation										
Academic/Technical	\$3,527,300	\$0	\$1,588,994	\$0	\$1,938,306					45.0%
Incentive	\$591,430	\$0	\$165,090	\$0	\$426,340					27.9%
Core	\$680,406	\$0	\$309,544	\$0	\$370,862					45.5%
Health Insurance	\$0	\$0	\$0	\$0	\$0					NaN
Total	\$4,799,136	\$0	\$2,063,628	\$0	\$2,735,508					43.0%
Tuition										
In District Tuition	\$1,071,315	(\$2,383)	\$793,314	\$0	\$278,001					74.1%
Out of District Tuition	\$798,300	(\$2,630)	\$624,593	\$0	\$173,707					78.2%
Non Resident Tuition	\$365,500	(\$3,330)	\$313,628	\$0	\$51,873					85.8%
CE Workforce Training	\$175,790	(\$2,103)	\$74,190	\$0	\$101,600					42.2%
CE Workforce Info Tech	\$27,337	\$0	\$0	\$0	\$27,337					0.0%
CE Workforce Health Prof	\$242,380	\$0	\$96,190	\$0	\$146,190					39.7%
CE Leisure Learning	\$46,800	\$333	\$21,052	\$0	\$25,748					45.0%
CE Childrens Programs	\$0	\$0	\$0	\$0	\$0					NaN
Total	\$2,727,422	(\$10,113)	\$1,922,967	\$0	\$804,455					70.5%
Course Fees										
Building Use Fee	\$1,172,457	(\$3,111)	\$853,517	\$0	\$318,940					72.8%
Student Service Fee	\$65,763	(\$89)	\$47,203	\$0	\$18,560					71.8%
General Service Fee	\$277,605	(\$208)	\$185,060	\$0	\$92,545					66.7%
Registration Fee	\$175,817	\$0	\$112,145	\$0	\$63,672					63.8%
Out of District Fee	\$451,245	(\$1,896)	\$362,849	\$0	\$88,396					80.4%
Course and Lab fees	\$294,680	(\$1,095)	\$217,146	\$0	\$77,534					73.7%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of February 2022

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2022	February	2022	2022	2022	2022
Distance Education fee	\$195,990	(\$938)	\$208,196	\$0	(\$12,206)	106.2%
Distance Education fee N/R	\$16,180	\$300	\$5,290	\$0	\$10,890	32.7%
Testing Fees	\$21,800	\$3,222	\$16,001	\$0	\$5,799	73.4%
Testing Fees GED	\$4,500	\$0	\$0	\$0	\$4,500	0.0%
Testing Fees-Contract	\$6,650	\$0	\$500	\$0	\$6,150	7.5%
Late Registration Fees	\$4,000	\$125	\$6,088	\$0	(\$2,088)	152.2%
Schedule Change Fees	\$1,720	\$20	\$1,800	\$0	(\$80)	104.7%
Student Health\Insurance Fees	\$70,850	(\$73)	\$39,596	\$0	\$31,254	55.9%
SurCharge 3peat > 27 Dev hrs	\$33,000	(\$405)	\$33,891	\$0	(\$891)	102.7%
Other fees	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$2,792,257	(\$4,148)	\$2,089,281	\$0	\$702,976	74.8%
Exemption/Waivers						
Competitive Waiver	(\$31,501)	(\$2,400)	(\$12,458)	\$0	(\$19,044)	39.5%
Foster Care	(\$19,660)	\$0	(\$14,546)	\$0	(\$5,114)	74.0%
Hazelwood Waiver Credit	(\$18,437)	(\$5,272)	(\$10,983)	\$0	(\$7,454)	59.6%
Hazelwood Dependant	(\$32,103)	(\$5,670)	(\$15,653)	\$0	(\$16,450)	48.8%
Concurrent Enrollment	(\$463)	\$0	\$0	\$0	(\$463)	0.0%
Blind	(\$4,169)	\$0	(\$2,201)	\$0	(\$1,968)	52.8%
Fireman	(\$5,559)	\$0	(\$12,474)	\$0	\$6,915	224.4%
Police	(\$1,390)	\$0	\$0	\$0	(\$1,390)	0.0%
TEC 54.052	(\$86,165)	\$1,874	(\$79,166)	\$0	(\$6,999)	91.9%
Military Waiver	(\$11,118)	\$0	(\$5,918)	\$0	(\$5,201)	53.2%
GISD Dual Credit	(\$352,482)	\$537	(\$226,792)	\$0	(\$125,690)	64.3%
Other	(\$2,780)	\$548	(\$3,053)	\$0	\$273	109.8%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of February 2022

Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
2022	February	2022	2022	2022	2022
\$25,338,529	\$1,942,925	\$19,524,244	\$0	\$5,814,285	\$1
Total Revenue					

Galveston College

Fund 11 Detail Rev\Exp

as of the end of February 2022

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2022	February	2022	2022	2022	2022
Exp by State Classification						
Instructional						
Welding	\$322,299	\$18,053	\$141,809	\$15,767	\$164,723	44.0%
Biology	\$358,853	\$26,005	\$133,753	\$0	\$225,100	37.3%
Biotechnology	\$0	\$0	\$0	\$0	\$0	NaN
Chemistry	\$211,653	\$14,547	\$85,749	\$0	\$125,904	40.5%
Env Science	\$97,612	\$3,545	\$22,658	\$0	\$74,954	23.2%
Physics	\$135,658	\$6,978	\$43,212	\$0	\$92,446	31.9%
Accounting	\$76,781	\$3,859	\$30,414	\$0	\$46,367	39.6%
Accounting Tech	\$0	\$0	\$0	\$0	\$0	NaN
Business Admin	\$15,109	\$64	\$2,614	\$0	\$12,495	17.3%
Hosp/Tourism	\$0	\$0	\$0	\$0	\$0	NaN
Medical Office Admin	\$188,978	\$21,050	\$101,861	\$208	\$86,909	53.9%
Logistics Op	\$99,500	\$6,910	\$41,487	\$0	\$58,013	41.7%
Med Off Admin	\$0	\$0	\$0	\$0	\$0	NaN
Sm Bus Manage	\$0	\$0	\$0	\$0	\$0	NaN
Office Tech	\$0	\$0	\$0	\$0	\$0	NaN
Paralegal	\$0	\$0	\$0	\$0	\$0	NaN
Speech	\$116,312	\$7,903	\$46,140	\$0	\$70,172	39.7%
Comp. Science	\$89,699	\$3,747	\$14,916	\$0	\$74,783	16.6%
Comp. Tech.	\$126,684	\$5,983	\$41,847	\$650	\$84,187	33.0%
Culinary Arts	\$152,982	\$9,310	\$64,954	\$2,926	\$85,102	42.5%
Cosmetology	\$206,832	\$17,476	\$96,643	\$8,067	\$102,122	46.7%
Engineering	\$77,943	\$0	\$27,468	\$0	\$50,475	35.2%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of February 2022

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2022	February	2022	2022	2022	2022
Develop-Read	\$105,325	\$7,127	\$42,243	\$0	\$63,082	40.1%
Develop-Write	\$0	\$0	\$0	\$0	\$0	NaN
Develop-Other	\$0	\$0	\$0	\$0	\$0	NaN
Education	\$9,607	\$995	\$5,679	\$0	\$3,928	59.1%
English	\$270,959	\$17,155	\$123,636	\$0	\$147,323	45.6%
Humanities	\$23,292	\$1,465	\$11,138	\$0	\$12,154	47.8%
Philosophy	\$9,452	\$575	\$5,174	\$0	\$4,278	54.7%
Foreign Lang-SPAN	\$17,356	\$1,166	\$4,806	\$0	\$12,550	27.7%
Nursing-RN	\$943,863	\$46,399	\$301,678	\$3,053	\$639,132	32.0%
Nursing Admin	\$173,566	\$13,587	\$82,603	\$300	\$90,663	47.6%
Allied Health	\$0	\$0	\$0	\$0	\$0	NaN
Clinical Research	\$0	\$0	\$0	\$0	\$0	NaN
Emer Med Serv	\$332,650	\$20,183	\$117,838	\$4,790	\$210,022	35.4%
Imaging-CT	\$143,305	\$9,425	\$56,774	\$0	\$86,531	39.6%
Imaging-MRI	\$133,687	\$11,734	\$60,983	\$0	\$72,704	45.6%
Imaging-Mam	\$0	\$0	\$0	\$0	\$0	NaN
Imaging-Nuclear	\$147,206	\$8,624	\$69,431	\$73	\$77,703	47.2%
Imaging-Rad Thy	\$169,848	\$13,709	\$83,662	\$314	\$85,872	49.3%
Imaging-Rad Tch	\$316,731	\$23,267	\$153,492	\$1,217	\$162,021	48.5%
Ophthalmic Asst	\$0	\$0	\$0	\$0	\$0	NaN
Pharmacy Tech	\$0	\$0	\$0	\$0	\$0	NaN
Phlebotomy Tech	\$0	\$0	\$0	\$0	\$0	NaN
Sonography	\$164,833	\$12,912	\$72,951	\$0	\$91,882	44.3%
Surgical Tech	\$145,803	\$7,950	\$54,742	\$0	\$91,061	37.5%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of February 2022

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2022	February	2022	2022	2022	2022	2022	2022	2022	2022
Nursing-LVN	\$199,166	\$13,223	\$107,798	\$0	\$0	\$91,368	54.1%			
Develop-Math	\$278,248	\$17,736	\$117,351	\$0	\$0	\$160,897	42.2%			
Mathematics	\$343,918	\$28,348	\$164,485	\$0	\$0	\$179,433	47.8%			
Auto Tech	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
HVAC Tech	\$111,803	\$8,752	\$46,794	\$2,030	\$62,978	41.9%				
Industrial Sys	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Electrical and Electronics	\$126,839	\$8,725	\$62,147	\$802	\$63,891	49.0%				
Instrumentation	\$118,667	\$8,582	\$50,824	\$1,000	\$66,843	42.8%				
Fitness Center	\$118,406	\$8,263	\$44,228	\$1,260	\$72,918	37.4%				
Physical Ed.	\$113,126	\$9,108	\$49,173	\$0	\$63,953	43.5%				
CJ-Academic	\$95,913	\$7,346	\$44,074	\$0	\$51,839	46.0%				
CJ-Law Enforce	\$135,677	\$10,801	\$50,121	\$0	\$85,556	36.9%				
Economics	\$59,089	\$5,034	\$28,031	\$0	\$31,058	47.4%				
Government/PS	\$123,249	\$8,686	\$52,210	\$0	\$71,039	42.4%				
History/Geog.	\$128,591	\$8,887	\$55,299	\$0	\$73,292	43.0%				
Psychology	\$108,602	\$7,525	\$30,556	\$0	\$78,046	28.1%				
Sociology	\$51,586	\$3,000	\$17,872	\$0	\$33,714	34.6%				
Art	\$157,410	\$13,500	\$82,850	\$0	\$74,560	52.6%				
Digital Imaging	\$0	\$0	\$0	\$0	\$0	NaN				
Drama / Theater	\$141,575	\$8,525	\$53,957	\$0	\$87,618	38.1%				
Music	\$35,678	\$2,466	\$18,333	\$0	\$17,345	51.4%				
Medical Bachelors	\$197,299	\$17,468	\$93,937	\$0	\$103,362	47.6%				
Nursing BSN	\$104,422	\$10,922	\$31,235	\$722	\$72,465	29.9%				
Accreditation	\$8,200	\$0	\$550	\$0	\$7,650	6.7%				

Galveston College

Fund 11 Detail Rev\Exp

as of the end of February 2022

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2022	February	February	2022	2022	2022	2022	2022	2022	2022
Accreditation QEP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN
ATD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN
Faculty Dev.	\$95,080	\$881	\$18,200	\$1,958	\$1,958	\$74,922				19.1%
Lecture Series	\$6,600	\$0	\$805	\$0	\$0	\$5,795				12.2%
CE-Workforce	\$98,349	\$3,740	\$15,301	\$15,498	\$15,498	\$67,550				15.6%
CE Cisco	\$14,074	\$0	\$0	\$0	\$0	\$14,074				0.0%
CE Allied Health	\$171,611	\$8,658	\$60,128	\$387	\$387	\$111,096				35.0%
Total Instructional	\$8,527,556	\$561,877	\$3,438,613	\$61,022	\$61,022	\$5,027,921				40%
Instructional Donations	\$0	\$0	\$0	\$0	\$0	\$0				NaN
27										
Community Services										
CE Leisure Learning	\$30,929	\$295	\$895	\$0	\$0	\$30,034				2.9%
CE Children Programs	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Total Community Service	\$30,929	\$295	\$895	\$0	\$0	\$30,034				2.9%
Academic Support										
Vice President of Instruction	\$271,258	\$22,741	\$130,385	\$247	\$247	\$140,627				48.1%
Arts & Sciences Administration	\$67,093	\$5,359	\$32,457	\$300	\$300	\$34,336				48.4%
Tech\Professional Ed. Administration	\$215,184	\$16,328	\$111,804	\$1,264	\$1,264	\$102,116				52.0%
Adult & Continuing Ed. Administration	\$238,118	\$19,274	\$107,669	\$1,494	\$1,494	\$128,955				45.2%
Distance Education Administration	\$161,607	\$13,405	\$79,826	\$0	\$0	\$81,781				49.4%
Hamshire - Fannett Administration	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Grants Development	\$76,745	\$5,464	\$26,645	\$79	\$79	\$50,020				34.7%
Library & Learning Resources	\$382,261	\$38,537	\$195,426	\$17,921	\$17,921	\$168,914				51.1%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of February 2022

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2022	February	2022	2022	2022	2022	2022	2022	2022	2022
Media Services	\$50,788	\$3,957	\$25,029	\$221	\$25,538					49.3%
Student Success Center (Tutoring)	\$156,066	\$11,662	\$59,810	\$0	\$96,256					38.3%
Testing Center	\$148,495	\$8,880	\$56,036	\$0	\$92,459					37.7%
Total For Academic Support	\$1,767,615	\$145,607	\$825,087	\$21,526	\$921,002					46.7%
Student Services										
Vice President of Student Services	\$322,781	\$23,093	\$148,665	\$7,229	\$166,888					46.1%
Admissions\Records	\$495,091	\$40,544	\$244,721	\$345	\$250,025					49.4%
Campus Security	\$599,229	\$48,147	\$252,346	\$270,800	\$76,083					42.1%
Counseling	\$609,407	\$42,959	\$265,674	\$0	\$343,733					43.6%
Financial Aid	\$339,193	\$25,237	\$166,590	\$0	\$172,603					49.1%
Student Activities	\$68,091	\$6,140	\$35,580	\$0	\$32,511					52.3%
Phi Theta Kappa	\$0	\$0	\$0	\$0	\$0					NaN
Total For Student Services	\$2,433,792	\$186,120	\$1,113,575	\$278,374	\$1,041,844					45.8%
Institutional Support										
Board of Regents	\$93,656	(\$531)	\$9,980	\$450	\$83,226					10.7%
President	\$557,364	\$33,657	\$202,004	\$281	\$355,079					36.2%
General Institutional Expenses	\$591,473	\$5,360	\$142,612	\$550	\$448,311					24.1%
Vice President for Administration	\$195,552	\$15,411	\$94,242	\$444	\$100,866					48.2%
Business Services	\$775,821	\$87,661	\$378,671	\$14,162	\$382,988					48.8%
Human Resources & Risk Mgmt.	\$465,840	\$35,808	\$239,571	\$29,920	\$196,349					51.4%
Professional Development	\$8,500	\$967	\$3,736	\$1,264	\$3,500					44.0%
Purchasing	\$82,936	\$7,660	\$42,584	\$1,558	\$38,793					51.3%
Research and Planning	\$224,254	\$13,992	\$124,596	\$500	\$99,158					55.6%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of February 2022

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2022	February	February	2022	2022	2022	2022	2022	2022	2022
Information Technology	\$1,868,135	\$146,511	\$1,105,029	\$338,062	\$425,045					59.2%
Communications	\$247,577	\$2,051	\$70,560	\$134,064	\$42,953					28.5%
Vice Pres. Community Engagement	\$0	\$0	\$0	\$0	\$0					NaN
Development	\$259,080	\$17,509	\$125,292	\$5,599	\$128,189					48.4%
GC Foundation	\$67,148	\$4,675	\$27,363	\$92	\$39,693					40.7%
Marketing & Media	\$621,454	\$80,702	\$340,448	\$32,686	\$248,320					54.8%
Total for Institutional Support	\$6,058,790	\$451,433	\$2,906,688	\$559,632	\$2,592,470					48.0%
Staff Benefits										
Staff Benefits - State Eligible	\$27,000	\$171	\$43,588	\$0	(\$16,588)					161.4%
Staff Benefits - Non-State Eligible	\$0	\$0	\$0	\$0	\$0					NaN
Staff Benefits - Retirees	\$0	\$0	\$211	\$0	(\$211)					Infinity
Total For Staff Benefits	\$27,000	\$171	\$43,799	\$0	(\$16,799)					162.2%
Operations and Maintenance										
Plant Administration	\$729,768	\$14,569	\$548,451	\$333	\$180,984					75.2%
Building Maintenance	\$969,490	\$196,759	\$498,861	\$176,322	\$294,307					51.5%
Custodial Services	\$526,430	\$38,561	\$244,392	\$13,342	\$268,696					46.4%
Custodial Services Tech Center	\$0	\$0	\$0	\$0	\$0					NaN
Grounds Maintenance	\$70,500	\$0	\$30,436	\$26,170	\$13,894					43.2%
Grounds Maintenance Tech Center	\$0	\$0	\$0	\$0	\$0					NaN
Transportation	\$38,700	\$1,788	\$21,866	\$70	\$16,764					56.5%
Utilities	\$725,000	\$18,215	\$204,564	\$520,421	\$15					28.2%
Utilities Tech Center	\$105,000	\$1,078	\$17,247	\$87,753	\$0					16.4%
Total for Operations and M...	\$3,164,888	\$270,970	\$1,565,817	\$824,411	\$774,660					49.5%

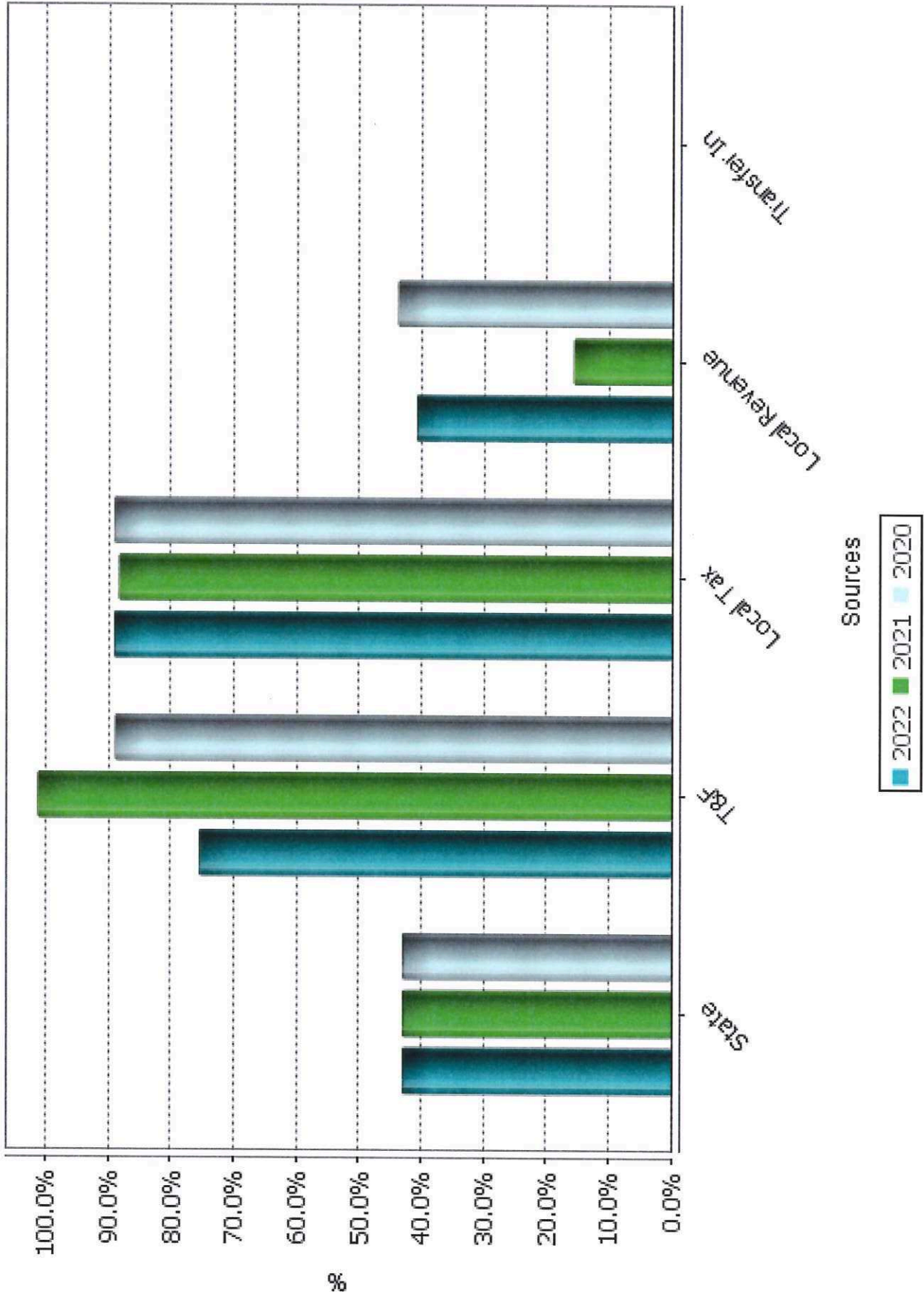
Galveston College

Fund 11 Detail Rev\Exp

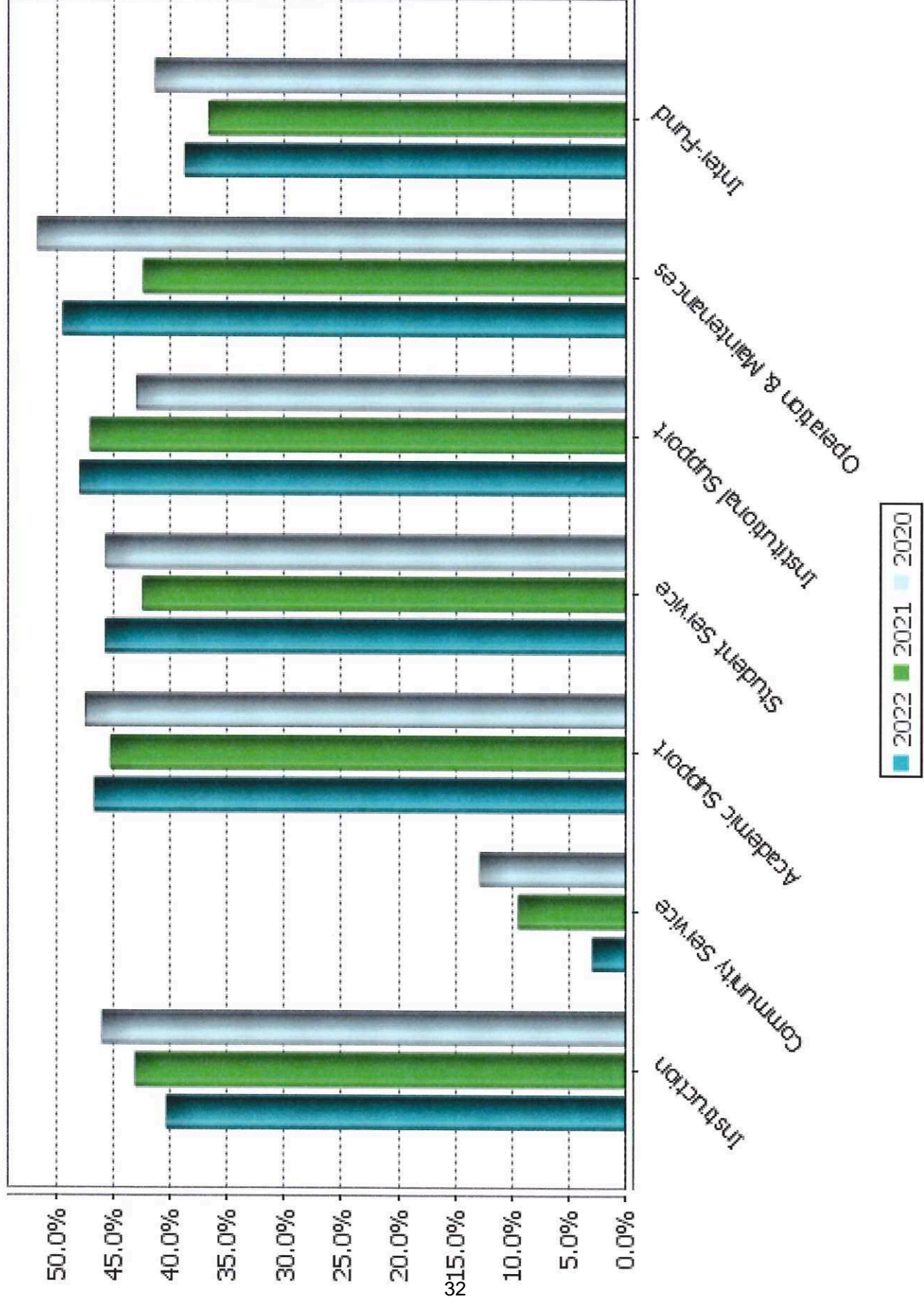
as of the end of February 2022

	Budget 2022	(MTD) Actual February	(YTD) Actual 2022	Actual 2022	Encumbrances 2022	Available 2022	% of Budget 2022
Inter-fund Appropriations							
Transfers to Auxiliary	\$496,484	\$0	\$0	\$0	\$0	\$496,484	0.0%
Transfers to Student Activity Fund	\$65,763	(\$89)	\$47,203	\$0	\$0	\$18,560	71.8%
Transfer to State Eligible Ben	\$1,430,959	\$125,538	\$548,784	\$0	\$0	\$882,175	38.4%
Transfers to State Grants & Aid	\$134,753	\$41,730	\$93,161	\$0	\$0	\$41,592	69.1%
Transfers to Bond Revenue	\$1,200,000	\$100,000	\$600,000	\$0	\$0	\$600,000	50.0%
Transfer to Construction	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Capital Project	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Fixed Assets	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Total Inter-fund Appropriations	\$3,327,959	\$267,178	\$1,289,148	\$0	\$0	\$2,038,811	38.7%
0							
Expenditures Totals	\$25,338,529	\$1,883,651	\$11,183,621	\$1,744,965	\$12,409,943	\$12,409,943	44.1%

3 Year Revenue by Percentage (YTD)



Three Year Expense by Percentage (TYD)



**Auxiliary fund
as of February 28, 2022**

February 28, 2022	Current year		Current year (MTD) Actual February	Current ... (YTD) Act...	Current ... Encumbr...	Current year		Current year % Expended
	Budget 2022	Actual				Remaining	2022	
Revenue by State Classification								
Interfund Appropriations	\$496,484	\$0	\$0	\$0	\$0	\$496,484		0%
Bookstore Commission	\$45,000	\$0	\$12,284	\$0	\$0	\$32,716		27%
Student housing	\$343,995	\$475	\$322,500	\$0	\$0	\$21,495		94%
Food Service	\$384,795	\$827	\$382,376	\$0	\$0	\$2,419		99%
Special Event	\$0	\$0	\$0	\$0	\$0	\$0		NaN
Sales and Services	\$186,460	\$4,730	\$61,888	\$0	\$0	\$124,572		33%
Total Revenue	\$1,456,734	\$6,032	\$779,047	\$0	\$0	\$677,687		53%

Expenditures by Department								
Bookstore(retiree)	0	0	0	0	0	\$0		NaN
Student Housing	17,290	2,624	7,575	0	0	\$9,715		44%
Food Service	316,412	37,740	203,532	0	0	\$112,880		64%
Print Shop	132,500	6,897	47,710	48,775		\$36,014		36%
Special Event	0	0	0	0	0	\$0		NaN
Athletics General	87,236	2,746	39,699	1,547		\$45,990		46%
Baseball	390,447	94,427	241,061	2,155		\$147,232		62%
Softball	320,461	79,577	190,377	3,350		\$126,735		59%
General Institutional	192,388	21,727	41,711	15,443		\$135,234		22%
Expenditures Total	1,456,734	245,738	771,664	71,269.98		\$613,800		53%

**Auxiliary fund
as of February 28, 2022**

Expenditures by Type									
General Operating	224,618	21,429	62,927	27,351	134,339.57	28%			
Contracted Services	445,589	45,957	248,238	38,514	158,837.24	56%			
Travel	69,100	6,706	20,891	0	48,209.12	30%			
Equipment	54,511	1,029	22,806	5,405	26,300.69	42%			
Special Event	0	0	0	0	0.00	NaN			
Transfer to Scholars...	25,000	0	0	0	25,000.00	0%			
Scholarships	362,980	151,506	303,277	0	59,702.96	84%			
Salaries & Stipends	210,621	14,962	88,488	0	122,133.31	42%			
Staff Benefits	64,315	4,150	25,038	0	39,277.12	39%			
Expenditures Total	1,456,734	245,738	771,664	71,269.98	613,800.01	53%			

**Student Service Fund
as of February 28, 2022**

February 28, 2022	Current year		Current year (MTD) Actual February	Current ...		Current ... Encumbr... 2022	Current year		Current year % Expended 2022
	Budget 2022	(YTD) Act... 2022		Remaining 2022	% Expended 2022				
Revenue by State Classification									
Interfund Appropriations	\$65,763		(\$89)	\$47,203	\$0		\$18,560	72%	
Fund Balance Transfer	\$0		\$0	\$0	\$0		\$0	NaN	
Total Revenue	\$65,763		(\$89)	\$47,203	\$0		\$18,560	72%	

Expenditures by Department

Student Activities	39,363		361	3,752	1,631		\$33,980	10%
Student Government	23,800		409	4,656	839		\$18,305	20%
Phi Theta Kappa	2,600		0	98	0		\$2,502	4%
Expenditures Total	65,763		770	8,506	2,470		\$54,787	13%

Expenditures by Type

General Operating	38,263		695	8,431	2,470		27,362	22%
Contracted Services	0		0	0	0		0	
Travel	17,500		75	75	0		17,425	0%
Equipment	0		0	0	0		0	NaN
Scholarships	0		0	0	0		0	
Salaries & Stipends	10,000		0	0	0		10,000	
Staff Benefits	0		0	0	0		0	
Expenditures Total	65,763		770	8,506	2,470		54,787	13%

GALVESTON COLLEGE
Construction\Capital Project fund
as of February 28, 2022

February 28, 2022	Current year Budget (MTD) Actual 2022	Current year February Actual 2022	Current year (YTD) Actual 2022	Current year Encumbrances 2022	Current year Remaining 2022
-------------------	---	--	--------------------------------------	--------------------------------------	-----------------------------------

Fund 71

Future Expansion Real Estate

Revenue

Fund Balance Transfer	1,125,000	0	0	0	1,125,000
-----------------------	-----------	---	---	---	-----------

Total Revenue

	1,125,000	0	0	0	1,125,000
--	-----------	---	---	---	-----------

Expenditures

Softball Field and Parking Construction	525,000	0	0	0	525,000
Parking Archt & Engr fees	25,000	11,560	11,560	0	13,440
landscaping	250,000	0	63,372	0	186,629
landscaping Archt & Engr fees	25,000	0	0	0	25,000
Land\Building Purchase	300,000	0	340,083	0	(40,083)

Expenditures Total

	1,125,000	11,560	415,014	0	709,986
--	-----------	--------	---------	---	---------

Nursing Health Science Building

Revenue

Bond Proceeds	30,000,000	0	0	0	30,000,000
---------------	------------	---	---	---	------------

Total Revenue

	30,000,000	0	0	0	30,000,000
--	------------	---	---	---	------------

Expenditures

Contingency-Owner	1,981,000	0	0	0	1,981,000
Equipment- Capital	1,600,000	0	0	0	1,600,000
Facility Construction	24,000,000	0	0	0	24,000,000
Archt and Engr Fees	2,419,000	103,351	728,282	0	1,690,718

Expenditures Total

	30,000,000	103,351	728,282	0	29,271,718
--	------------	---------	---------	---	------------

Fund Revenue Total

	31,125,000	0	0	0	31,125,000
--	------------	---	---	---	------------

Fund Expenditures Total

	31,125,000	114,911	1,143,296	0	29,981,704
--	------------	---------	-----------	---	------------

GALVESTON COLLEGE
Construction\Capital Project fund
as of February 28, 2022

	Current year Budget 2022	Current year (MTD) Actual February	Current year (YTD) Actual 2022	Current year Encumbrances 2022	Current year Remaining 2022
February 28, 2022		(114,911)	(1,143,296)	0	
Fund 71 total		(114,911)	(1,143,296)	0	

GALVESTON COLLEGE
Construction\Capital Project fund
as of February 28, 2022

February 28, 2022

Current year Budget 2022	Current year (MTD) Actual February	Current year (YTD) Actual 2022	Current year Encumbrances 2022	Current year Remaining 2022
-----------------------------	--	--------------------------------------	--------------------------------------	-----------------------------------

Capital Projects Fund 72

Revenue

Transfer from Fund 11	0	0	0	0
Total Revenue	0	0	0	0

Expenditures

IT\Media

Computer Equipment Non-Capital	0	109,880	0	(109,880)
Contracted Services	0	6,456	2,657	(9,113)
Expenditures Total	0	116,336	2,657	(118,993)
Fund Revenue Total	0	0	0	0
Fund Expenditures Total	0	116,336	(116,336)	(116,336)
Fund 72 total	0	(116,336)	(116,336)	(116,336)

Consideration of Consent Agenda

The consent agenda format is an organization process for meetings that allows the governing board to focus its time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support efficiency and effectiveness of the meeting.

A roll call of individual action items will determine the consent agenda. If a Regent has a question or plans to cast a negative vote regarding a specific recommendation, then the Regent(s) need to acknowledge their intention to the Chairperson by show of hand during the roll call. This action item will be considered in the regular order of business as an individual action item.

Those action items that the Regents plan to approve without further question or discussion will be placed on the consent agenda during roll call of individual action items. Upon the creation of the consent agenda, a motion, a second to the motion, and unanimous approval of the Board of Regents is needed to approve the action items. Upon approval of the consent agenda, the Board of Regents will proceed with the remainder of the agenda.

Tally of
Action Items:

	<u>Consent Agenda</u>	<u>President Recommended Separate Action</u>	<u>Board Separate Action</u>	<u>Page #</u>
#1 – Consider Adoption of Resolution Approving the Early Voting and Election Day Entity Vote Center Polling Locations for the May 7, 2022 Special Election, Amending the Order of General and Special Elections, and Approving the Notice of Special Election	_____	_____ ✓ _____	_____	_____
#2 – Presentation and Acceptance of Certificate of Unopposed Candidates for the General Election	_____	_____ ✓ _____	_____	_____
#3 – Consider Approval of Order of Cancellation for the May 7, 2022 General Election	_____	_____ ✓ _____	_____	_____
#4 – Presentation and Acceptance of Certificates of Unopposed Candidates for the Special Election	_____	_____ ✓ _____	_____	_____
#5 – Consider Approval of Order of Cancellation for the May 7, 2022 Special Election	_____	_____ ✓ _____	_____	_____
#6 - Review and Consider Reaffirmation of Board Policy CAK Local (Appropriations and Revenue Sources: Investments) and Resolution	_____	_____ ✓ _____	_____	_____
#7 – Consider Approval of Investment Firms	_____	_____	_____	_____
#8 – Consider Acceptance of Fiscal Year 2021-22 Second Quarter Investment Report	_____	_____	_____	_____
#9 – Consider Acceptance of Audit Services Engagement Letter from Carr, Riggs & Ingram, LLC.	_____	_____ ✓ _____	_____	_____
#10 – Consider Approval of One-Year Extension to Contract with Lagniappe Dining Services with Price Increase Proposal	_____	_____	_____	_____
#11 – Consider Approval of Student Housing and Board Fees Effective June 1, 2022	_____	_____	_____	_____

#12 - Consider Approval of Increase in Tuition, Required Fees, Other Fees, Effective April 1, 2022				
#13 - Consider Approval of course Fees for Academic Year 2022-23				
#14 - Consider Approval of Renewal of Texas Association of School Boards Risk Management Fund Insurance Coverage for All Other Perils Property (Excluding Named or Numbered Wind storms), Liability, Vehicle, Unemployment, and Worker's Compensation.				
#15 - Consider Approval of Proposal for Furniture for the IT Service Desk				
#16 - Consider Approval of Proposal to Purchase 19 Laptop Computers with Docking Stations for Staff in Student Services				
#17 - Consider Approval of Proposal to Purchase Office Chairs for the Nursing Offices				
#18 - Consider Approval of Proposal to Purchase Office Furniture for the New Offices in the STEM Student Center under the NSF HSI-ITP Grant for Fiscal Year 2021-2022				
#19 - Consider Approval of Construction Manager At Risk (CMAR) Contract with Satterfield and Pontikes Construction		✓		
#20 - Consider Amending Fiscal Year 2021-22 Regular Board Meeting Date for April		✓		
#21 - Consider Ratifying Appointment of Full-time Instructor				

Consider Adoption of Resolution Approving the Early Voting and Election Day Entity Vote Center Polling Locations for the May 7, 2022 Special Election, Amending the Order of General and Special Elections, and Approving the Notice of Special Election

The Board will consider the adoption of the following resolution approving the early voting and Election Day entity vote center polling locations for the May 7, 2022 special election, amending the Order of General and Special Elections, and approving the Notice of Special Election.

Please note, this item is being included in the agenda because the agenda was prepared prior to the Special Election filing deadline. If a candidate is unopposed, this item will not be considered.

Entity Vote Center Election May 7, 2022

Date & Time:

Saturday, May 7, 2022.....7:00 a.m. – 7:00 p.m.

ELECTION DAY VOTING LOCATIONS

Seaside Church

16534 Termini- San Luis Pass Rd
Galveston, TX 77554

Joe Faggard Community Center

1750 State Hwy 87
Port Bolivar, TX 77650

Galveston ISD Admin Bldg

3904 Ave T
Galveston, TX 77550

Galveston Court House

722 Moody St
Galveston, TX 77550

Mud 12 Building

2929 Hwy 6 2nd Floor
Bayou Vista, TX 77563

Hitchcock ISD Admin

7801 Neville
Hitchcock, TX 77563

Santa Fe City Hall

12002 Hwy 6
Santa Fe, TX 77510

La Marque Community Room

1109 Bayou Rd
La Marque, TX 77568

La Marque Fire Admin

5715 Texas Ave
La Marque, TX 77568

Bacliff Fire Department

600 Grand Ave
Bacliff, TX 77518

Dickinson City Hall

4403 Hwy 3
Dickinson, TX 77539

Nessler Community Center

2010 5th Ave N
Texas City, TX 77590

Carver Park

6415 Park Ave
Texas City, TX 77591

Creekside Inter

4320 W. Main Street
League City, TX 77573

Hometown Heroes Park

1001 E. League City Parkway
League City, Texas 77573

Kemah Community Center

800 Harris Ave
Kemah, TX 77565

Friendswood Activity Building

416 Morningside Dr.
Friendswood, TX 7754

Entity Vote Center Election May 7, 2022

Dates & Times:

Monday, April 25, – Friday, April 29, 2022.....8:00 a.m. – 5:00 p.m.

Monday, May 2, - Tuesday, May 3, 2022.....7:00 a.m. – 7:00 p.m.

Main Early Voting Polling Place

Galveston County Justice Center
(1st Floor Vending Area)
600 59th Street
Galveston, TX 77551

EARLY VOTING BRANCH LOCATIONS

Galveston Court House

722 Moody St
Galveston, TX 77550

Seaside Church

16534 Termini- San Luis Pass
Rd
Galveston, TX 77554

**Joe Faggard Community
Center**

1750 State Hwy 87
Port Bolivar, TX 77650

Galveston ISD Admin Bldg

3904 Ave T
Galveston, TX 77550

Mud 12 Building

2929 Hwy 6 2nd Floor
Bayou Vista, TX 77563

Hitchcock City Hall

7423 Hwy 6
Hitchcock, TX 77563

Santa Fe City Hall

12002 Hwy 6
Santa Fe, TX 77510

La Marque Community Room

1109 Bayou Rd
La Marque, TX 77568

Dickinson City Hall

4403 Hwy 3
Dickinson, TX 77539

Nessler Community Center

2010 5th Ave N
Texas City, TX 77590

Creekside Inter

4320 W. Main Street
League City, TX 77573

Hometown Heroes Park

1001 E. League City Parkway
League City, Texas 77573

Kemah Community Center

800 Harris Ave
Kemah, TX 77565

Bacliff Fire Station

600 Grand Ave
Bacliff, Tx77518

Friendswood Activity Building

416 Morningside Dr.
Friendswood, TX 77546

Carver Park

6415 Park Ave
Texas City, TX 77590

**ORDER OF SPECIAL ELECTION
(Amended)**

A special election is hereby ordered to be held on May 7, 2022, to fill the unexpired term of Position 6 of the Board of Regents of the Galveston Community College District, which expires in May 2026.

Applications for a place on the ballot shall be filed not later than 5:00 p.m. on March 7, 2022, for the special election.

Early voting by personal appearance shall begin on April 25, 2022, end on May 3, 2022, and shall be conducted on:

April 25 through April 29	Monday through Friday	8:00 a.m. to 5:00 p.m.
April 30 and May 1	Saturday and Sunday	<i>Closed</i>
May 2 and May 3	Monday and Tuesday	7:00 a.m. to 7:00 p.m.

Main Early Voting Polling Place	
Location	Address
Galveston County Justice Center (1 st Floor vending area)	600 59 th Street, Galveston, TX 77551
Branch Early Voting Polling Places	
Joe Faggard Community Center	1750 Highway 87, Port Bolivar, TX 77650
Galveston Court House	722 Moody Street, Galveston, TX 77550
Seaside Church	16534 Termini-San Luis Pass Road, Galveston, TX 77554
Galveston ISD Administration Building	3904 Avenue T, Galveston, TX 77550
La Marque Community Room	1109-B Bayou, La Marque, TX 77568
Mud 12 Building (2 nd Floor)	2929 Highway 6, Bayou Vista, TX 77563
Hitchcock City Hall	7423 Highway 6, Hitchcock, TX 77563
Santa Fe City Hall	12002 Highway 6, Santa Fe, TX 77510
La Marque Community Room	1109 Bayou Road, La Marque, TX 77568
Dickinson City Hall	4403 Highway 3, Dickinson, TX 77539
Nessler Community Center	2010 5 th Avenue N, Texas City, TX 77590
Creekside Intermediate School	4320 W. Main Street, League City, TX 77573
Hometown Heroes Park	1001 E. League City Parkway, League City, TX 77573
Kemah Community Center	800 Harris Avenue, Kemah, TX 77565
Bacliff Fire Station	600 Grand Avenue, Bacliff, TX 77518
Friendswood Activity Building	416 Morningside Drive, Friendswood, TX 77546
Carver Park	6415 Park Ave, Texas City, TX 77590

Applications for ballot by mail shall be mailed to the early voting clerk:

Dwight D. Sullivan
Galveston County Clerk
Attention: Ballots by Mail
Galveston County Justice Center
P. O. Box 17253
Galveston, TX 77552-7253

If mailing by common contract carrier:
Dwight D. Sullivan, Galveston County Clerk
600 59th Street, Suite 2001
Galveston, TX 77551-4180
(409) 770-5108

Or FAX to: (409) 765-3249

Or e-mail to: absenteeballotapplications@co.galveston.tx.us

Early Voting Clerk's Website: www.galvestonvotes.org

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on April 26, 2022.

Federal Post Card Applications (FPCAs) must be received no later than the close of business on April 26, 2022.

Issued this the 9th day of March, 2022.

GALVESTON COMMUNITY COLLEGE DISTRICT

Karen F. Flowers
Chairperson, Board of Regents

ATTEST:

Michael B. Hughes
Secretary, Board of Regents

ORDEN DE ELECCIÓN ESPECIAL
(Enmendado)

Por la presente se ordena que una elección especial se lleve a cabo el 7 de mayo del 2022, para llenar el término no completo de la posición 6 de la Junta de Regentes del Galveston Community College District, que vence en mayo del 2026.

Aplicaciones para un lugar en la boleta electoral deberán presentarse a más tardar el 7 de marzo del 2022, a las 5:00 p.m. para la elección especial.

La votación adelantada en persona comenzará el 25 de abril del 2022, finalia el 3 de mayo del 2022 y se llevará a cabo el:

<i>del 25 de abril al 29 de abril</i>	<i>de lunes a viernes</i>	<i>8:00 a.m. - 5:00 p.m.</i>
<i>30 de abril y 1 de mayo</i>	<i>sábado y domingo</i>	<i>Cerrado</i>
<i>2 de mayo y 3 de mayo</i>	<i>lunes y martes</i>	<i>7:00 a.m. - 7:00 p.m.</i>

Lugar principal de votación anticipada	
Ubicación	Dirección
Galveston County Justice Center (1 st Floor vending area)	600 59 th Street, Galveston, TX 77551
Sucursales de votación anticipada	
Joe Faggard Community Center	1750 Highway 87, Port Bolivar, TX 77650
Seaside Church	16534 Termini-San Luis Pass Road, Galveston, TX 77554
Galveston ISD Administration Building	3904 Avenue T, Galveston, TX 77550
La Marque Community Room	1109-B Bayou, La Marque, TX 77568
Mud 12 Building (2 nd Floor)	2929 Highway 6, Bayou Vista, TX 77563
Greater St. Matthews	6333 Highway 6, Hitchcock, TX 77563
Santa Fe City Hall	12002 Highway 6, Santa Fe, TX 77510
La Marque Community Room	1109 Bayou Road, La Marque, TX 77568
Dickinson City Hall	4403 Highway 3, Dickinson, TX 77539
Nessler Community Center	2010 5 th Avenue N, Texas City, TX 77590
Creekside Intermediate School	4320 W. Main Street, League City, TX 77573
Hometown Heroes Park	1001 E. League City Parkway, League City, TX 77573
Clear Lake Shores Clubhouse	931 Cedar Street, Clear Lake Shores, TX 77565
Kemah Community Center	800 Harris Avenue, Kemah, TX 77565
Friendswood Activity Building	416 Morningside Drive, Friendswood, TX 77546

Las solicitudes para boletas adelantadas por correo deberán enviarse a:

*Dwight D. Sullivan
Galveston County Clerk
Attention: Ballots by Mail
Galveston County Justice Center
P. O. Box 17253
Galveston, TX 77552-7253*

Si se envía por correo a través de un transportista común contratado:

*Dwight D. Sullivan, Galveston County Clerk
600 59th Street, Suite 2001
Galveston, TX 77551-4180
(409) 770-5108*

O FAX a: (409) 765-3249

O enviar un correo electrónico a: absenteeballotapplications@co.galveston.tx.us

Sitio web del Secretario/a de Votación Adelantada: www.galvestonvotes.org

Las solicitudes para boletas adelantadas por correo deberán recibirse no más tardar de las horas de negocio el 26 de abril del 2022.

La Tarjeta Federal Postal de Solicitud deberá recibirse no más tardar de las horas de negocio el 26 de abril del 2022.

Emitida este día 12 de enero, 2022.

GALVESTON COMMUNITY COLLEGE DISTRICT

*Karen F. Flowers
Presidente, Junta de Regentes*

DECLARER:

*Michael B. Hughes
Secretario de la Junta de Regentes*

NOTICE OF SPECIAL ELECTION
AVISO DE ELECCIÓN ESPECIAL

To the registered voters of the Galveston Community College District:
(A los votantes registrados del Distrito del Colegio de la Comunidad de Galveston):

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 7, 2022, for voting in the special election of the Galveston Community College District to elect one (1) member to the Board of Regents, Position 6, to fill an unexpired term that expires in May 2026.

(Se da aviso que los sitios de votación mencionados abajo estarán abiertos de 7:00 a.m. hasta las 7:00 p.m. el 7 de mayo del 2022, para votar en la elección especial del Distrito del Colegio de la Comunidad de Galveston para elegir a un (1) miembro de la Junta de Regentes para la Posición 6 para llenar un término no caducado que terminara en mayo del 2026.)

On Election Day, voters registered in the precincts listed below can vote at any of the following polling locations:

(El día de las elecciones, los votantes registrados en los precinctos enumerados a continuación pueden votar en cualquiera de los siguientes lugares de votación):

Election Day Polling Places (Lugares de votación el día de las elecciones)	
Precinct Numbers (Números de precinto):	
Location (Ubicación)	Address (Dirección)
Seaside Church	16534 Termini-San Luis Pass Road, Galveston, TX 77554
Joe Faggard Community Center	1750 State Highway 87, Port Bolivar, TX 77650
Galveston ISD Administration Building	3904 Avenue T, Galveston, TX 77550
Galveston Court House	722 Moody Street, Galveston, TX 77550
Mud 12 Building (2 nd Floor)	2929 Highway 6, Bayou Vista, TX 77563
Hitchcock ISD Administration	7801 Neville, Hitchcock, TX 77563
Santa Fe City Hall	12002 Highway 6, Santa Fe, TX 77510
La Marque Community Room	1109 Bayou Road, La Marque, TX 77568
La Marque Fire Administration	5715 Texas Avenue, La Marque, TX 77568
Bacliff Fire Department	600 Grand Avenue, Bacliff, TX 77518
Dickinson City Hall	4403 Highway 3, Dickinson, TX 77539
Nessler Community Center	2010 5 th Avenue N, Texas City, TX 77590
Carver Park	6415 Park Avenue, Texas City, 77591
Creekside Intermediate School	4320 W. Main Street, League City, TX 77573
Hometown Heroes Park	1001 East League City Parkway, League City, TX 77573
Clear Lake Shores Clubhouse	931 Cedar Street, Clear Lake Shores, TX 77565
Kemah Community Center	800 Harris Avenue, Kemah, TX 77565
Friendswood Activity Building	416 Morningside Drive, Friendswood, TX 77546

* Change from previous general election (Cambio desde la elección general previa)

Early Voting:
(Votación Adelantada)

Early voting by personal appearance shall begin on April 25, 2022, end on May 3, 2022, and shall be conducted at the following locations:

(La votación adelantada en persona comenzara el 25 de abril del 2018, y terminara el 3 de mayo del 2022, y será administrada en el sitio de votación adelantada):

Main Early Voting Polling Place (Lugar principal de votación anticipada)	
Location (Ubicación)	Address (Dirección)
Galveston County Justice Center (1 st Floor vending area)	600 59 th Street, Galveston, TX 77551
Branch Early Voting Polling Places (Sucursales de votación anticipada)	
Joe Faggard Community Center	1750 Highway 87, Port Bolivar, TX 77650
Galveston Court House	722 Moody Street, Galveston, TX 77550
Seaside Church	16534 Termini-San Luis Pass Road, Galveston, TX 77554
Galveston ISD Administration Building	3904 Avenue T, Galveston, TX 77550
La Marque Community Room	1109-B Bayou, La Marque, TX 77568
Mud 12 Building (2 nd Floor)	2929 Highway 6, Bayou Vista, TX 77563
Hitchcock City Hall	7423 Highway 6, Hitchcock, TX 77563
Santa Fe City Hall	12002 Highway 6, Santa Fe, TX 77510
La Marque Community Room	1109 Bayou Road, La Marque, TX 77568
Dickinson City Hall	4403 Highway 3, Dickinson, TX 77539
Nessler Community Center	2010 5 th Avenue N, Texas City, TX 77590
Creekside Intermediate School	4320 W. Main Street, League City, TX 77573
Hometown Heroes Park	1001 E. League City Parkway, League City, TX 77573
Kemah Community Center	800 Harris Avenue, Kemah, TX 77565
Bacliff Fire Station	600 Grand Avenue, Bacliff, TX 77518
Friendswood Activity Building	416 Morningside Drive, Friendswood, TX 77546
Carver Park	6415 Park Ave, Texas City, TX 77590

Early voting days and hours of operation:

(Días de votación anticipada y horas de operación):

Date (Fecha)	Day (Día)	Hours of Operation (Horas Hábiles)
April 25 through April 29 <i>del 25 de abril al 29 de abril</i>	Monday through Friday <i>de lunes a viernes</i>	8:00 a.m. - 5:00 p.m.
April 30 and May 1 <i>30 de abril y 1 de mayo</i>	Saturday and Sunday <i>sábado y domingo</i>	Closed <i>Cerrado</i>
May 2 and May 3 <i>2 de mayo y 3 de mayo</i>	Monday and Tuesday <i>lunes y martes</i>	7:00 a.m. - 7:00 p.m.

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas por correo deberán enviarse a:)

Attn: Ballots by Mail
c/o Dwight D. Sullivan
Galveston County Clerk

P. O. Box 17253
Galveston, TX 77552-7253
If mailing by common contract carrier:
Si se envía por correo a través de un transportista común contratado:
Dwight D. Sullivan, Galveston County Clerk
600 59th Street, Suite 2001
Galveston, TX 77551-4180
(409) 770-5108

Or FAX to: (409) 765-3249
O FAX a: (409) 765-3249

Or emailed to: absenteeballotapplications@co.galveston.tx.us
O por correo electrónico a: absenteeballotapplications@co.galveston.tx.us

Application for ballot by mail must be received no later than close of business on April 26, 2022.
(Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el 26 de abril del 2022).

Issued this the 9th day of March, 2022.
(Emitida este día 9 de marzo 2022).

Karen F. Flowers Chairperson, Board of Regents *(Presidente, Junta de Regentes)*
Galveston Community College District *(Distrito del Colegio de la Comunidad de Galveston)*

**RESOLUTION APPROVING THE EARLY VOTING
AND ELECTION DAY ENTITY VOTE CENTER POLLING LOCATIONS FOR THE
GALVESTON COMMUNITY COLLEGE DISTRICT
MAY 7, 2022 SPECIAL ELECTION,
AMENDING THE ORDER OF GENERAL AND SPECIAL ELECTIONS,
AND APPROVING THE NOTICE OF SPECIAL ELECTION**

On this date, the 9th day of March 2022, the Board of Regents (“Board”) of the Galveston Community College District (“District”) convened at a regularly called meeting, and among other business conducted by the Board, the following resolution was adopted:

WHEREAS, on January 12, 2022, the Board of Regents of the Galveston Community College District ordered that an election shall be held on the first Saturday of May 2022, which is May 7, 2022, to elect three (3) members of the Board of Regents of the Galveston Community College District, Positions 7, 8, and 9, for six-year terms to expire in May 2026. Also, a special election to be held on the same date to fill the unexpired term of Position 6 which expires in May 2026; and

WHEREAS, on January 12, 2022, the Board entered into a Contract for Election Services (“Contract”) with the Elections Division of the Galveston County Clerk’s Office (“County”) to conduct and supervise the May 7, 2022 general, special, and any subsequent runoff elections; and

WHEREAS, by the deadline to file for the general election, incumbent, Armin Cantini, was the only candidate to file for Positions 9 and Norman Hoffman, PhD, and Garrik Addison were the only candidates to file for Positions 7 and 8, respectively, and on March 9, 2022, the Board cancelled the general election; and

WHEREAS, the May 7, 2022 election shall be administered as an entity vote center election for all contracting entities within Galveston County holding an election on that date; and

WHEREAS, according to the Contract, the County will select the entity vote center polling locations in coordination with the various entities and with the approval of the Galveston County Commissioners Court; and

WHEREAS, the entity vote center polling locations, dates, and times were provided to the entities on March 1, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE GALVESTON COMMUNITY COLLEGE DISTRICT:

That the early voting and Election Day entity polling locations of said election be those locations, dates, and times selected by the County (**Exhibits A and B**); that the Order of General and Special Elections be amended for the special election only (**Exhibit C**); and that the published Notice of Special Election (**Exhibit D**) reflect these locations, dates, and times. All exhibits are attached hereto.

**WITNESS THE ACT OF THE GALVESTON COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS, on this the 9th day of March, 2022.**

Karen F. Flowers
Chairperson, Board of Regents

ATTEST:

Michael B. Hughes
Secretary, Board of Regents

Presentation and Acceptance of Certificate of Unopposed Candidates for the General Election

Following the filing deadlines associated with the May 7, 2022 general election, Dr. W. Myles Shelton, the Board-appointed “Agent” for the Secretary of the Board of Regents, submitted the Certificate of Unopposed Candidates to the Board Chairperson informing them that the candidates were unopposed for Board of Regents Positions 7, 8, and 9. The Board Chairperson submits this certificate to the Regents for acceptance to begin the process of cancelling the general election.

**CERTIFICATE OF UNOPPOSED CANDIDATES
FOR GALVESTON COMMUNITY COLLEGE DISTRICT
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA EL DISTRITO DEL COLEGIO DE LA COMUNIDAD DE GALVESTON**

To: Karen F. Flowers, Chairperson, Board of Regents
Al: *Karen F. Flowers., Presidente, Junta de Regentes*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 7, 2022.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 7 de mayo del 2022.

Office(s) <i>Cargo(s)</i>	Candidate(s) <i>Candidato(s)</i>
Board of Regents, Position 7 <i>Junta de Regentes, Posición 7</i>	Norman Hoffman, Ph.D
Board of Regents, Position 8 <i>Junta de Regentes, Posición 8</i>	Garrik Addison
Board of Regents, Position 9 <i>Junta de Regentes, Posición 9</i>	Armin Cantini

W. Myles Shelton
Signature (*Firma*)

W. Myles Shelton, Ed.D.
Printed name (*Nombre en letra de molde*)

Assistant Board Secretary
Title (*Puesto*)

(Seal) (*Sello*)

March 9 2022
Date of signing (*Fecha de firma*)

Consider Approval of Order of Cancellation for May 7, 2022 General Election

Following the acceptance of the Certificate of Unopposed Candidates, staff recommends the approval of the Order of Cancellation for the May 7, 2022 general election, thereby reelecting the incumbent, Armin Cantini, to the Board to fill Position 9 and electing Norman Hoffman, PhD., and Garrik Addison to fill positions 7 and 8, respectively, through May 2028.

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The Board of Regents of the Galveston Community College District hereby cancels the general election scheduled to be held on May 7, 2022, in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

La Junta de Regentes del Distrito del Colegio de la Comunidad de Galveston por la presente cancela la elección general que, de lo contrario, se hubiera celebrado el 7 de mayo del 2022, en conformidad con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos sin oposición y por la presente quedan elegidos como se indica a continuación:

<u>Candidate (Candidato)</u>	<u>Office Sought (Cargo buscado)</u>
Norman Hoffman, Ph.D.	Board of Regents, Position 7 <i>Junta de Regentes, Posición 7</i>
Garrik Addison	Board of Regents, Position 8 <i>Junta de Regentes, Posición 8</i>
Armin Cantini	Board of Regents, Position 9 <i>Junta de Regentes, Posición 9</i>

A copy of this order will be posted on Election Day at each polling place that would have been used in the general election.

El Día de las Elecciones se exhibirá una copia de esta orden en todos los lugares electorales que se hubieran utilizado en la elección general.

Karen F. Flowers, Chairperson, Board of Regents (*Presidente, Junta de Regentes*)

(Seal) (*Sello*)

Michael B. Hughes, Secretary, Board of Regents (*Secretario, Junta de Regentes*)

Date of adoption (*Fecha de adopción*)

Presentation and Acceptance of Certificate of Unopposed Candidate for the Special Election

Following the filing deadlines associated with the May 7, 2022 special election, Dr. W. Myles Shelton, the Board-appointed “Agent” for the Secretary of the Board of Regents, submitted the Certificate of Unopposed Candidates to the Board Chairperson informing them that the candidates were unopposed for Board of Regents Position 6. The Board Chairperson submits this certificate to the Regents for acceptance to begin the process of cancelling the special election.

Please note, this item is being included in the agenda because the agenda was prepared prior to the Special Election filing deadline. If additional candidates apply before the filing deadline, this item will not be considered.

**CERTIFICATE OF UNOPPOSED CANDIDATES
FOR GALVESTON COMMUNITY COLLEGE DISTRICT
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA EL DISTRITO DEL COLEGIO DE LA COMUNIDAD DE GALVESTON**

To: Karen F. Flowers, Chairperson, Board of Regents
Al: Karen F. Flowers., Presidente, Junta de Regentes

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 7, 2022.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 7 de mayo del 2022.

Office(s) *Cargo(s)*

Candidate(s) *Candidato(s)*

Board of Regents, Position 6
Junta de Regentes, Posición 6

Carolyn L. Sunseri

Signature (*Firma*)

W. Myles Shelton, Ed.D.
Printed name (*Nombre en letra de molde*)

Assistant Board Secretary
Title (*Puesto*)

(Seal) (*Sello*)

March 8, 2022
Date of signing (*Fecha de firma*)

Consider Approval of Order of Cancellation for May 7, 2022 Special Election

Following the acceptance of the Certificate of Unopposed Candidates, staff recommends the approval of the Order of Cancellation for the May 7, 2022 Special election, thereby electing Carolyn L. Sunseri to fill position 6, through May 2026.

Please note, this item is being included in the agenda because the agenda was prepared prior to the Special Election filing deadline. If additional candidates apply before the filing deadline, this item will not be considered.

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The Board of Regents of the Galveston Community College District hereby cancels the special election scheduled to be held on May 7, 2022, in accordance with Section 2.053(a) of the Texas Election Code. The following candidate has been certified as unopposed and is hereby elected as follows:

La Junta de Regentes del Distrito del Colegio de la Comunidad de Galveston por la presente cancela la elección especial que, de lo contrario, se hubiera celebrado el 7 de mayo del 2022, en conformidad con la Sección 2.053(a) del Código de Elecciones de Texas. El siguiente candidato ha sido certificado como candidato sin oposición y por la presente queda elegido como se indica a continuación:

Candidate (Candidato)

Office Sought (Cargo buscado)

Carolyn L. Sunseri

Board of Regents, Position 6
Junta de Regentes, Posición 6

A copy of this order will be posted on Election Day at each polling place that would have been used in the general election.

El Día de las Elecciones se exhibirá una copia de esta orden en todos los lugares electorales que se hubieran utilizado en la elección general.

Karen F. Flowers, Chairperson, Board of Regents (*Presidente, Junta de Regentes*)

(Seal) (*Sello*)

Michael B. Hughes, Secretary, Board of Regents (*Secretario, Junta de Regentes*)

Date of adoption (*Fecha de adopción*)

Review and Consider Reaffirmation of Board Policy CAK Local
(Appropriations and Revenue Sources: Investments) and Resolution

The Public Funds Investment Act requires the Board of Regents to review the College's investment policy and investment strategy annually. Board Policy CAK Local is attached for review and includes the investment strategy. Also attached for adoption is a resolution confirming the Board's review of this policy.

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

The College District shall invest all available funds in conformance with these legal and administrative guidelines.

Investment Authority

The President and other person(s) designated by Board resolution shall serve as the investment officer(s) of the College District and shall invest College District funds as directed by the Board and in accordance with the College District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Authorized
Resolution

A trading resolution shall be established with this investment policy, authorizing the investment officer(s) or agent to engage in investment transactions on behalf of the College District. The trading resolution shall be used to establish brokerage and banking accounts in the performance of this policy. The persons authorized by the trading resolution to transact business for the College District are also authorized to approve wire transfers used in the process of investing.

Prudence

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. This standard states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

LIMITATION OF
PERSONAL
LIABILITY

The College President, investment officers, and those delegated investment authority under this policy, when acting in accordance with the written procedures and all applicable policies and in accordance with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the College District's portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CAK(LEGAL) under Authorized Investments, the Board shall permit investment of College District funds, including bond proceeds and pledged revenue to the extent allowed by law, in

DATE ISSUED:
CAK(LOCAL)

ADOPTED:

1 of 7

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities, as permitted by Government Code 2256.009.
2. Certificates of Deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.0013
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.105
9. Public funds investment pools as permitted by Government Code 2256.016
10. Cash management and fixed income funds as permitted by Government Code 2256.020.
11. Negotiable certificates of deposits as permitted by Government Code 2256.020.
12. Corporate bond, debentures, or similar debt obligations as permitted by Government Code 2256.020.

Investments in collateralized mortgage obligations are strictly prohibited. In accordance with Texas state law, the following are not authorized investments:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no interest;

DATE ISSUED:
CAK(LOCAL)

ADOPTED:

2 of 7

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for College District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

Any internally created pool fund group of the College District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the College District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The College District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

The investment officer(s) shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the College District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments,

DATE ISSUED:
CAK(LOCAL)

ADOPTED:

3 of 7

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer(s) shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Collateralization

Consistent with the requirements of state law, the College District requires all banks, savings banks, and credit union deposits to be federally insured or collateralized with eligible obligations. Financial institutions serving as College District depositories shall be required to sign an agreement with the College District in compliance with federal regulations. The agreement shall require compliance with the PFIA and this investment policy, establish an independent custodian for all pledged collateral, define the eligible collateral and the College District's rights to the collateral in case of default, bankruptcy, or closing, and establish a perfected security interest in compliance with federal and state regulations.

Allowable Collateral

For financial institution deposits, the eligible types of collateralization of deposits are defined by the "Public Funds Collateral Act" (Chapter 2257, Texas Government Code). The eligibility of specific issues may at times be restricted or prohibited, at the sole discretion of the College District.

For repurchase agreements, collateral underlying the repurchase agreement is limited to cash and U.S. government and agency obligations, which are eligible for wire transfer (i.e., book entry) to the College District's designated custodian through the Federal Reserve System.

Collateral Levels

Collateral is valued at current market plus interest accrued through the date of valuation.

Monitoring Collateral Adequacy

For financial institution deposits, the College District requires monthly reports with market values of pledged securities from all financial institutions with which the College District has collateralized deposits. The College District shall regularly monitor the adequacy of collateral.

For repurchase agreements, regular monitoring by the College District of all collateral underlying repurchase agreements shall be required. More frequent monitoring may be necessary during periods of market volatility.

DATE ISSUED:
CAK(LOCAL)

ADOPTED:

4 of 7

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

Collateral
Substitution

Collateralized deposits often require substitution of collateral. Any broker/dealer or financial institution requesting substitution must contact the investment officer(s) for approval and settlement. The substituted collateral's value will be calculated and substitution approved if its value is equal to or greater than the required value [see Collateral Levels]. The investment officer(s) shall give immediate notification of the decision to the custodian holding the collateral. Substitution is allowable for all transactions but should be limited, if possible, to minimize potential administrative problems and transfer expense. The investment officer(s) may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

Collateral
Reductions

Should the collateral's market value exceed the required amount, any broker/dealer or financial institution may request approval from the investment officer(s) to reduce collateral. Collateral reductions may be permitted only if the College District's records indicate that the collateral's market value exceeds the required amount.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the College District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating and
Operating Reserve
Funds

Investment strategies for operating funds and operating reserve funds (including any commingled pools containing operating funds) shall have as their primary objectives the preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial (Agency)
Funds

Investment strategies for custodial (agency) funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Capital Project
Funds

Investment strategies for capital project funds shall have as their primary objective the preservation and safety of the principal and sufficient investment liquidity to timely meet capital project

DATE ISSUED:
CAK(LOCAL)

ADOPTED:

5 of 7

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

Safekeeping and Custody

The College District shall retain clearly marked receipts providing proof of the College District's ownership. The College District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with College District funds by the investment pool.

Sellers of Investments / Authorized Financial Dealers and Institutions

Securities shall only be purchased from those institutions included on the College District's approved list of brokers/dealers. This list of approved brokers/dealers shall be reviewed at least annually by the College District's investment officers.

Prior to handling investments on behalf of the College District, a broker/dealer or qualified representative of a business organization must submit required written documents in accordance with law.

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).

Soliciting Bids for CDs

In order to get the best return on its investments, the College District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the College District shall use final and weighted-average-maturity limits and diversification.

The College District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the College District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.

DATE ISSUED:
CAK(LOCAL)

ADOPTED:

6 of 7

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the College District's independent auditing firm.

**Performance
Evaluation and
Reporting**

The investment officer(s) shall submit quarterly reports to the Board containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program. At a minimum, this report shall contain:

1. Beginning and ending market value of the portfolio by market sector and total portfolio;
2. Beginning and ending carrying (book) value of the portfolio by market sector and total portfolio;
3. Transactions that change market and book value;
4. Detail reporting on each asset (book, market, and maturity dates at a minimum);
5. Overall current yield of the portfolio;
6. Overall weighted average maturity of the portfolio; and
7. Maximum maturities in the portfolio.

The report shall be prepared jointly by all involved in the investment activity and signed by the investment officers.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the College District shall perform a compliance audit of management controls on investments and adherence to the College District's established investment policies.

**A RESOLUTION OF THE
GALVESTON COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS CONFIRMING THE REVIEW OF THE
INVESTMENT POLICY AND
INVESTMENT STRATEGIES; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Chapter 2256 of the Texas Government Code, also known as the Public Funds Investment Act (PFIA), requires the governing body of an investing entity to adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control; and

WHEREAS, once an investment policy has been adopted, the PFIA also requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

WHEREAS, the PFIA states that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE GALVESTON COMMUNITY COLLEGE DISTRICT:

Section 1. That the Board of Regents has reviewed the attached investment policy for the Galveston Community College District and the strategies contained therein (Attachment A) and there are no changes from the previous year.

Section 2. That the Board believes that the investment policy meets the provisions of Chapter 2256, Texas Government Code, as it may be amended from time to time.

Section 3. That this Resolution shall be in effect immediately upon its adoption.

PASSED AND ADOPTED this 9th day of March, 2022.

GALVESTON COMMUNITY COLLEGE DISTRICT

Karen F. Flowers
Chairperson, Board of Regents

ATTESTED TO:

(DISTRICT SEAL)

Michael B. Hughes
Secretary, Board of Regents

Consider Approval of Investment Firms

The Public Funds Investment Act requires the Board of Regents to review, on an annual basis, the investment firms to be used. Staff recommends the utilization of the following investment firms:

- Gilford Securities, Inc.
- Landenburg Thalmann & Company
- LOGIC (Local Government Investment Cooperative)
- Lone Star investment Pool
- TexPool
- Texas Ranger- formerly known as TexTerm
- Vanguard (Mutual Funds)

Consider Acceptance of Fiscal Year 2021-22 Second Quarter Investment Report

Following is the Investment Report describing the fiscal year 2021-22 second quarter investment activity for Galveston College. All investments are in compliance with the Board-approved investment policy and the report provides detailed information regarding each investment classified by major fund groups.

It is recommended that the Board of Regents accept the Investment Report for the second quarter of fiscal year 2021-22 as presented.

Board Investment Report FY 2022
Cash equivalents and Investments
Portfolio Summary Report
Second Quarter of FY 2022 - December 1, 2021 through February 28, 2022

	<u>Fair Value</u>	<u>Book Value</u>
Beginning Value - December 1, 2021	\$ 23,795,926	\$ 23,795,926
Additions/Subtractions (Net)	41,743,241	41,743,241
Change in Fair Value	-	-
Ending Value - February 28, 2022	<u>65,539,166</u>	<u>65,539,166</u>

Earnings for the Second Quarter	11,374
Weighted Average Maturity at Ending Period Date (Days)	17
Weighted Average Earnings Rate for the Second Quarter	0.08%
Benchmark - One Year Treasury Yield	0.36%

The above reported investments have been recorded in compliance with generally accepted accounting principles. In the opinion of the investment officers of the College, both this report and the investment portfolio of the College are in compliance with the requirements of the Public Funds Investment Act of the State of Texas and the Investment Policy of the Board of Regents of Galveston Community College District.

For information regarding Galveston College's investment portfolio, please contact Jeff Engbrock at (409) 944-1215.

W. Myles Shelton, Ed.D.
Investment Officer

Dr. Van Patterson
Investment Officer

Jeff Engbrock
Investment Officer

Board Investment Report FY 2022
Cash Equivalents and Investments
Second Quarter Fiscal Year 2022 Activity
December 1, 2021 through February 28, 2022

Description of Security	Account No. / CUSIP No.	Average Interest Rate	Maturity Date	Beginning Book Value	Ending Book Value	Beginning Fair Value	Additions	Changes	Ending Fair Value	% of Total Portfolio	Weighted Avg. Earnings Rate	Accrued Interest	Days to Maturity	Weighted Avg. Maturity-Days
OPERATING														
Lone Star Investment Pool - Corp	84502	0.090%	Demand	127,768	127,801	127,768	32	-	127,801	0.19%	0.00%	-	1	0.00
Lone Star Investment Pool - Gov	84502	0.013%	Demand	2,273,946	9,730,140	2,273,946	11,706,194	(4,250,000)	9,730,140	14.85%	0.00%	-	1	0.15
Logic	151720001	0.090%	Demand	6,382,721	6,384,124	6,382,721	1,403	-	6,384,124	9.74%	0.01%	-	1	0.10
Texpool	000020101	0.045%	Demand	5,711,389	5,712,031	5,711,389	641	-	5,712,031	8.72%	0.00%	-	1	0.09
Texas Term Pool	1216-00	0.020%	Demand	5,116,080	5,116,288	5,116,080	208	-	5,116,288	7.81%	0.00%	-	1	0.08
MNB Repurchase Account	3128X1P24	0.200%	Open	472,673	1,077,091	472,673	604,417	-	1,077,091	1.64%	0.00%	-	1	0.02
Moody Bank CD	60020393	1.000%	2/12/23	3,022,513	3,030,138	3,022,513	7,625	-	3,030,138	4.62%	0.05%	1,339	349	16.14
Vanguard Mutual Fund	09814660032	0.047%	Demand	688,835	688,890	688,835	55	-	688,890	1.05%	0.00%	-	1	0.01
TOTAL OPERATING				23,795,926	31,866,502	23,795,926	12,320,576	(4,250,000)	31,866,502	48.62%	0.07%	1,339	1	16.58
RESTRICTED														
Lone Star Invest. - 2022 Bond Proceeds	84502	0.020%	Demand	-	31,812,397	-	31,812,397	-	31,812,397	48.54%	0.01%	-	1	0.49
Lone Star Invest. - 2022 Bond Reserve	84502	0.020%	Demand	-	1,860,268	-	1,860,268	-	1,860,268	2.84%	0.00%	-	1	0.03
TOTAL RESTRICTED					33,672,664		33,672,664		33,672,664	51.38%	0.01%			0.51
GRAND TOTAL				23,795,926	65,539,166	23,795,926	45,993,241	(4,250,000)	65,539,166	100%	0.08%	1,339		17.09

The above reported investments have been recorded in compliance with generally accepted accounting principles. In the opinion of the investment officers of the College, both this report and the investment portfolio of the College are in compliance with the requirements of the Public Funds Investment Act of the State of Texas and the Investment Policy of the Board of Regents of Galveston Community College District.

For information regarding Galveston College's investment portfolio, please contact Jeff Engbrock at (409) 944-1215.

W. Myles Shelton, Ed.D.
Investment Officer

Van Patterson, Ed.D.
Investment Officer

Jeff Engbrock
Investment Officer

Board Investment Report FY 2022
Interest Earned - Second Quarter of FY 2022
For December 1, 2021 through February 28, 2022

<u>Investments</u>	<u>February</u>	<u>2nd Quarter</u>	<u>Fiscal YTD</u>
Operating			
MNB Money Market Account	276	742	1,597
Lonestar Corp	11	29	47
Lonestar Gov	192	253	277
LOGIC	529	1,403	1,994
Texpool	277	641	1,122
Texas Term	65	208	426
Vanguard	38	55	72
Moody National Bank CD	2,500	7,500	15,000
Total Investment Operating Interest	3,889	10,831	20,536
Restricted			
Lonestar - 2022 Bond Reserve	29	29	29
Lonestar - 2022 Bond Proceeds	489	489	489
Total Investment Restricted Interest	517	517	517
Demand Deposit			
Moody National Bank	13	25	51
Total Demand Deposit Interest	13	25	51
GRAND TOTAL INTEREST EARNED	4,419	11,374	21,104

Consider Acceptance of Audit Services
Engagement Letter from Carr, Riggs & Ingram, LLC

Following is an audit services engagement letter from Carr, Riggs & Ingram, LLC (CRI) outlining services to be provided to the Galveston Community College District relating to the audit for the period ending August 31, 2022. Staff is requesting that a contract for audit services be awarded to CRI for one year. CRI estimates a fee of \$51,000 for the financial and federal single audit, including assistance in the preparation of the financial statements and disclosures, supplemental schedules required by the Texas Higher Education Coordinating Board, required supplemental information related to GASB 68 and 75, and related notes, data collection submission, and travel and other out-of-pocket costs such as report production, word processing, postage, etc. Any additional program tested for single audit (HEERF funds) will be billed at \$8,500. These fees are based on anticipated cooperation from college personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, CRI will discuss it with staff and arrive at a new fee estimate before additional costs are incurred.

March 2, 2022

To Board of Regents
Galveston Community College District
4015 Avenue Q
Galveston, Texas 77550

We are pleased to confirm our understanding of the services we are to provide Galveston Community College District for the year ended August 31, 2022.

Audit Scope and Objectives

We will audit the financial statements, including the disclosures, which collectively comprise the basic financial statements of Galveston Community College District (the College) as of and for the year ending August 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the College's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the College's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of College's Proportionate Share of Net Pension Liability
- 3) Schedule of College's Contributions for Pensions
- 4) Schedule of College's Proportionate Share of Net OPEB Liability
- 5) Schedule of College's Contributions for OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies the College's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1) Schedule of expenditures of federal awards
- 2) Supplemental schedules required by the Texas Higher Education Coordinating Board

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Statistical Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific

procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Although planning has not been completed, we have identified the following significant risks of material misstatement from our prior audit that remain relevant to this audit.

- Management override of controls
- Improper revenue recognition due to fraud

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls

and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the College's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the College's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the College's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related disclosures, supplemental schedules required by the Texas Higher Education Coordinating Board, required supplementary information related to GASB 68 and 75, and related disclosures, completing submission of data collection form of Galveston Community College District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, supplemental schedules required by the Texas Higher Education Coordinating Board, required supplementary information related to GASB 68 and 75, and related disclosures, completing submission of data collection form and any other nonattest services that we may provide. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information

is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on

the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the other supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, supplemental schedules required by the Texas Higher Education Coordinating Board, required supplemental information related to GASB 68 and 75, and related notes, data collection form, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, supplemental schedules required by the Texas Higher Education Coordinating Board, required supplemental information related to GASB 68 and 75, and related notes, data collection form, and any other nonaudit services we provide prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by

either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens*.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your College, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your College may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access,

notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the College; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs, & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to U.S. Department of Education or its designee, a federal or State of Texas agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs, & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the College's awarding agencies or pass-through entities. If we are aware that a federal or State of Texas awarding agency, pass-through entity, or

auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ana Gallardo is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our interim work in June/July 2022 and year-end fieldwork will start in October 2022, as long as you have provided to us substantially all, of the schedules, documents, confirmations and other information requested from you in preparation for the audit. If the information requested is not substantially ready and provided to us by the scheduled due dates, we may delay the start of our audit until such time as the information is ready.

We estimate that our fees will be \$51,000 for the financial and federal single audit, including assistance in the preparation of the financial statements and disclosures, supplemental schedules required by the Texas Higher Education Coordinating Board, required supplemental information related to GASB 68 and 75, and related notes, data collection submission, and travel and other out-of-pocket costs such as report production, word processing, postage, etc. Any additional program tested for single audit will be billed at \$8,500. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Regents of the College. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the College and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return this signed letter to us.

Carr, Riggs & Ingram, L.L.C.

Houston, Texas

RESPONSE:

This letter correctly sets forth the understanding of Galveston Community College District.

Signature: _____

Title: _____

Date: _____

Consider Approval of One-Year Extension to Contract with
Lagniappe Dining Services with Price Increase Proposal

On June 1, 2020, the College entered into a two-year contract with Lagniappe Dining Service (Mr. C's) for campus dining services. The current contract is set to expire on May 31, 2022. The current contract, as approved in 2020, contained the option for the possibility of three (3) one-year extensions, as well as the option for annual price adjustments, as appropriate.

Since the inception of this contract to this date no adjustments have been in the meal plan price per day per student charge to the College which was originally set at \$18.87. However, due to inflation which has caused a higher cost of food and labor, Mr. C's has requested a 10 percent increase in the price per day per student meal charge. Mr. C's proposal would increase the meal charge per day per student from \$18.87 to \$20.76.

After numerous discussions with Mr. C's and after review of the inflation rates, staff recommends a one-year extension of the contract with Lagniappe Dining Services (Mr. C's) and staff recommends acceptance of the contract per day per student meal charge of \$20.76.

Consider Approval of Student Housing and Board Fees
Effective June 1, 2022

Staff is requesting the Board’s approval of the following student housing room and board fees effective June 1, 2022. As proposed, staff is not requesting a change in the student housing fee, but is requesting approval of the change in Board fees to appropriately reflect the increase in dining services contract. In addition, to the price increase for inflation, pricing also reflects a change in the number of dining days from 80 to 83 each semester.

Proposed Board Fee – 14 Meal Plan

Current Board Fees	Proposed Board Fees
\$1,812 per semester (80 Serving Days per semester) or \$3,624 annually. (Price does not include sales tax.)	\$2,068 per semester (83 serving days per semester) or \$4,136 annually. (Price does not include sales tax.)

Proposed Student Housing Fees

Description	Projected No of Beds	2021-2022 Pricing	Proposed Pricing to be Effective 6/1/22
Seibel Residences	80	\$1,500 per sem or \$3,000 annually	\$1,500 per sem or \$3,000 annually
Whitecaps Apartments	25	\$1,500 per sem or \$3,000 annually	\$1,500 per sem or \$3,000 annually
House at 3815 Q1/2	4	\$1,500 per sem \$3,000 annually	\$1,500 per sem \$3,000 annually
Other Student Housing, including but not limited to, Housing at 41 st and Avenue R, 2212 39 th Street, 3802 Avenue R, and, 2215 38 th Street	22	\$1,350 per sem or \$2,700 annually	\$1,350 per sem or \$2,700 annually

Consider Approval of Increase in Tuition, Required Fees, Other Fees
Effective April 1, 2022

Staff recommends the following increase in tuition, required fees, and other fees effective April 1, 2022. (This would impact students registering in April for the summer and fall semesters, as well as future semesters until such time this schedule is updated by the Board of Regents.)

Tuition / Required Fees	Current (Effective 4/1/2020)	Proposed Effective 4/1/2022
Tuition - Texas Resident In-District	\$45 per SCH (\$180 minimum)	\$50 per SCH (\$300 minimum)
Tuition - Texas Resident Out-of-District	\$45 per SCH (\$180 minimum)	\$50 per SCH (\$300 minimum)
Tuition - Non-Resident of Texas	\$120 per SCH (\$480 minimum)	\$132 per SCH (\$792 minimum)
Building Use Fee	\$25 per hour (\$100 minimum)	\$28 per hour (\$168 minimum)
Out-of-District Fee	\$22 per SCH (\$88 minimum)	\$24 per SCH (\$144 minimum)
Registration Fee	\$30 per student per semester	\$33 per student per semester
General Services Fee	\$50 per student per semester	\$55 per student per semester
Student Services/Activity Fee	\$10 Min; \$15 over 8 hours	\$10 Min; \$15 over 8 hours

Other Fees	Current	Proposed Effective 4/1/2022
Laboratory Fee (Per Course)	\$24	\$24
Distance Education/Hybrid Course Fee (Per Course)	\$35	\$35
Third repeat course or third developmental level course repeat surcharge (Per Credit Hour)	\$60	\$60
Non-Texas Resident Enrolled in Online Only Courses (Per Credit Hour)	\$100	\$100
Schedule Change	\$10	\$10
Late Registration	\$25	\$25
Installment Plan Administration Fee	\$25	\$25
Installment Plan Late Fee	\$25	\$25
Duplicate Diploma	\$10	\$10
TSI Assessment Fee	\$29	\$29
Test Administration Fee for Non-GC test	\$25	\$25
CLEP Test Administration Fee	\$15	\$15
HESI Entrance Exam Fee for Radiography Students	\$80	\$80
Returned Check Fee	\$35	\$35
Stop Payment Fee	\$25	\$25
Stop Payment to Reissue a Refund mailed to the incorrect address	\$25	\$25

Following are tables showing the current and proposed tuition and required fee costs, a comparison of current proposed fees for a student taking up to 20 semester hours.

Tuition and Required Fees Effective 4/1/20			
	Tx Res	Tx Res	Non Tx
HRS	In-Dist	Out-Dist	Resident
1	370	458	758
2	370	458	758
3	370	458	758
4	370	458	758
5	440	550	925
6	510	642	1,092
7	580	734	1,259
8	650	826	1,426
9	725	923	1,598
10	795	1,015	1,765
11	865	1,107	1,932
12	935	1,199	2,099
13	1,005	1,291	2,266
14	1,075	1,383	2,433
15	1,145	1,475	2,600
16	1,215	1,567	2,767
17	1,285	1,659	2,934
18	1,355	1,751	3,101
19	1,425	1,843	3,268
20	1,495	1,935	3,435

Proposed Tuition and Req Fees - Eff 4/1/2022			
	Tx Res	Tx Res	Non Tx
HRS	In-Dist	Out-Dist	Resident
1	566	710	1202
2	566	710	1202
3	566	710	1202
4	566	710	1202
5	566	710	1202
6	566	710	1202
7	644	812	1386
8	722	914	1570
9	805	1021	1759
10	883	1123	1943
11	961	1225	2127
12	1039	1327	2311
13	1117	1429	2495
14	1195	1531	2679
15	1273	1633	2863
16	1351	1735	3047
17	1429	1837	3231
18	1507	1939	3415
19	1585	2041	3599
20	1663	2143	3783

Projected Cost for 60 Semester Hours*

Tuition and Fee Schedule Effective 4/1/20

Part-time Student - 6 Hrs per Semester Over 10 Sems

\$510 x 10 Semesters 5,100.00 *

Full-time Student - 15 Hrs per Semester Over 4 Sems

\$1,145 x 4 semesters 4,580.00 *

Proposed Tuition and Fee Schedule

Propose to be Effective 4/1/2022

Part-time Student - 6 Hrs per Semester Over 10 Sems

\$566 x 10 Semesters 5,660.00 *

Full-time Student - 15 Hrs per Semester Over 4 Sems

\$1,273 x 4 semesters 5,092.00 *

*Does not include lab fees or other course fees; only tuition and required fees

Average per Cr Hr Charges at 12 Hrs*

	In-Dist	Out-Dist	Non Resident
State Average - Spr 22	99.00	155.00	219.00
Gulf Coast Average Spr 22	82.78	141.78	192.22
Gulf Coast Average Spr 22 w/o GC	83.38	147.00	194.38
Current GC Average	77.92	99.92	174.92
Proposed GC Average	86.58	110.58	192.58

Pell Grant Compared to Proposed Tuition and Fees

Proposed Tuition & Fees-30 Hrs

		In Dist	Out Dist	Non Res
Known Pell Grant Award FY22	6,495	2,650	3,490	5,890
Proposed Pell Grant Award for FY23	8,370	2,650	3,490	5,890

Consider Approval of Course Fees for Academic Year 2022-23

Fees for academic year 2022-23 have been assessed to the following courses to defray the cost of consumable materials and supplies needed to support the instructional process. Health insurance, liability insurance, and testing fees are also listed.

Staff requests the Board's approval of the recommended course fees with an effective date of April 1, 2022.

Galveston College
Proposed Course Fees
2022-2023
Effective: April 1, 2022

Dept	Course	Course Title	Lab Fee	Health Fee	Insurance Fee	Misc Fee	Change
ACCOUNTING							
ACCT	2301	Financial Accounting	24.00				
ACCT	2302	Managerial Accounting	24.00				
ART							
ARTS	1311	Design I	24.00				
ARTS	1312	Design II 3-Dimensional	24.00				
ARTS	1316	Drawing I	24.00				
ARTS	1317	Drawing II	24.00				
ARTS	2313	Design Communications I	24.00				
ARTS	2316	Painting I	24.00				
ARTS	2317	Painting II	24.00				
ARTS	2326	Sculpture I	24.00				
ARTS	2346	Ceramics I	24.00				
ARTS	2347	Ceramics II	24.00				
ARTS	2348	Digital Art	24.00				
ARTS	2356	Photography I	24.00				
ARTS	2357	Photography II	24.00				
BIOLOGY							
BIOL	1406	General Biology I	24.00				
BIOL	1407	General Biology II	24.00				
BIOL	2401	Anatomy and Physiology I	24.00				
BIOL	2402	Anatomy and Physiology II	24.00				
BIOL	2421	Microbiology for Science Majors	24.00				
BUSINESS COMPUTER INFORMATION SYSTEMS							
BCIS	1305	Business Computer Applications	24.00				
CHEMISTRY							
CHEM	1405	Introductory Chemistry I	24.00				
CHEM	1409	General Chemistry for Engineering Majors	24.00				
CHEM	1411	General Chemistry I	24.00				
CHEM	1412	General Chemistry II	24.00				
CHEM	2423	Organic Chemistry I	24.00				
CHEM	2425	Organic Chemistry II	24.00				
COMPUTED TOMOGRAPHY (CT)							
CTMT	1291	Special Topics in CT	24.00				
CTMT	2336	CT Equipment and Methodology	24.00				
CTMT	2460	Clinical I (Computed Tomography)			13.00	48.00	
COMPUTER & NETWORK SYSTEM ADMINISTRATION							
ITCC	1414	CCNA 1: Introduction to Networks	24.00				
ITCC	1440	CCNA 2: Routing & Switching Essentials	24.00				Delete Course
ITCC	1444	CCNA 2: Switching, Routing, and Wireless Essentials	24.00				New Fee
ITCC	2412	CCNA 3: Scaling Networks	24.00				
ITCC	2420	CCNA 3: Enterprise Networking, Security, and Automation	24.00				New Fee
ITMT	1457	Administering a Windows Server Operating System	24.00				
ITMT	1458	Windows Client Operating System	24.00				New Fee
ITNW	1425	Fundamentals of Networking Technologies	24.00				New Fee
ITNW	1458	Network +	24.00				
ITNW	2359	Web Server Support & Maintenance	24.00				
ITSC	1405	Introduction of PC Operating Systems	24.00				
ITSC	1416	Linux Installation	24.00				
ITSC	1425	Personal Computer Hardware	24.00				
ITSE	1329	Programming Logic Design	24.00				New Fee
ITSY	1300	Fundamentals of Information Security	24.00				New Fee
ITSY	2301	Firewalls and Network Security	24.00				New Fee
ITSY	2417	Wireless Security Development	24.00				New Fee
ITSY	2443	Computer Systems Forensics	24.00				New Fee
ITSY	2445	Network Defense and Countermeasures	24.00				New Fee

Dept	Course	Course Title	Lab Fee	Health Fee	Insurance Fee	Misc Fee	Change
COMPUTER SCIENCE							
COSC	1301	Introduction to Computing	24.00				
COSC	1320	C Programming	24.00				
COSC	1336	Programming Fundamentals I	24.00				
COSC	1337	Programming Fundamentals II	24.00				
COSC	2325	Computer Organization	24.00				
COSC	2336	Programming Fundamentals III	24.00				
COSMETOLOGY							
CSME	1354	Artistry of Hair Design	24.00			45.00	Delete Fee
CSME	1410	Introduction to Haircutting and Related Theory	24.00			24.00	Delete Fee
CSME	1435	Orientation of the Instruction of Cosmetology	24.00		13.00		
CSME	1453	Chemical Reformation and Related Theory	24.00		13.00	27.00	Delete Fee
CSME	1501	Orientation to Cosmetology	24.00		13.00		
CSME	1534	Cosmetology Instructor I	24.00				
CSME	1543	Manicuring and Related Theory	24.00			\$125-\$151	Increase Fee
CSME	1547	Principles of Skin Care/Facials and Related Theory	24.00			\$125 \$140	Increase Fee
CSME	2414	Cosmetology Instructor II	24.00		13.00		
CSME	2445	Instructional Theory and Clinic Operations	24.00		13.00		
CSME	2401	The Principles of Hair Coloring and Related Theory	24.00			25.00	
CSME	2539	Advanced Hair Design	24.00				
CSME	2541	Preparation for the State Licensing Examination	24.00		13.00	77.00	New Fee
CSME	2544	Cosmetology Instructor IV	24.00				
CSME	2549	Cosmetology Instructor III	24.00				
CULINARY ARTS							
CHEF	1301	Basic Food Preparation	24.00			36.00	
CHEF	1302	Principles of Healthy Cuisine	24.00			36.00	
CHEF	1310	Garde Manger	24.00			36.00	
CHEF	1341	American Regional Cuisine	24.00			36.00	
CHEF	1345	International Cuisine	24.00			36.00	
CHEF	2302	Saucier	24.00			36.00	
PSTR	1301	Fundamentals of Baking	24.00			36.00	
DEVELOPMENTAL EDUCATION - INTEGRATED READING AND WRITING							
INRW	0302	Intermediate Integrated Reading and Writing	24.00				
INRW	0303	Advanced Integrated Reading and Writing	24.00				
DEVELOPMENTAL EDUCATION - MATHEMATICS							
MATH	0106	Intermediate Algebra Foundations	24.00				
MATH	0300	Basic Mathematics	24.00				
MATH	0303	Introductory Algebra	24.00				
MATH	0304	Intermediate Algebra	24.00				
MATH	0308	Foundation of Statistics	24.00				
MATH	0314	Foundations of College Algebra	24.00				
MATH	0324	Foundations of Math for Business and Social Sciences	24.00				
MATH	0332	Foundations of Contemporary Math	24.00				
MATH	0342	Basic Concepts of Elementary Statistical Methods	24.00				
DIAGNOSTIC MEDICAL SONOGRAPHY							
DMSO	1166	Practicum I			13.00		
DMSO	1267	Practicum II			13.00		
DMSO	1302	Basic Ultrasound Physics	24.00				
DMSO	1342	Intermediate Ultrasound Physics	24.00				
DMSO	1351	Sonographic Sectional Anatomy	24.00				
DMSO	1367	Practicum III			13.00		
DMSO	1441	Abdominopelvic Sonography	24.00				
DMSO	2130	Advanced Ultrasound and Review	24.00			50.00	New Fee
DMSO	2242	Sonography of High Risk Obstetrics	24.00				
DMSO	2243	Advanced Ultrasound Physics	24.00			25.00	New Fee
DMSO	2351	Doppler Physics	24.00				
DMSO	2353	Sonography of Superficial Structures	24.00				
DMSO	2366	Practicum IV			13.00		
DMSO	2405	Sonography of Obstetrics/Gynecology	24.00				
DSVT	1300	Principles of Vascular Technology	24.00				

Dept	Course	Course Title	Lab Fee	Health Fee	Insurance Fee	Misc Fee	Change	
DISTANCE EDUCATION								
XXXX	XXXX	Internet / Hybrid Class				35.00		
XXXX	XXXX	VCT / TXVSN / Internet Master Courses			Charges Vary by External Institutional Charges \$0-\$450			
DRAMA								
DRAM	1120	Theater Practicum I	24.00					
DRAM	1121	Theater Practicum II	24.00					
DRAM	1330	Stagecraft I	24.00					
DRAM	1341	Makeup	24.00					
DRAM	1351	Acting I	24.00					
DRAM	1352	Acting II	24.00					
DRAM	2120	Theater Practicum III	24.00					
DRAM	2121	Theater Practicum IV	24.00					
DRAM	2331	Stagecraft II	24.00					
EDUCATION								
EDUC	1301	Intro to the Teaching Profession	24.00					
EDUC	2301	Intro to Special Populations	24.00					
ELECTRICAL & ELECTRONICS TECHNOLOGY								
CETT	1307	Fundamentals of Electronics	24.00			50.00	New Fee	
CETT	1402	Electricity Principles	24.00					
CETT	1415	Digital Applications	24.00					
CETT	1449	Digital Systems	24.00					
CETT	2335	Advanced Microprocessors	24.00					
ELPT	1221	Introduction to Electrical Safety & Tools	24.00					
ELPT	1411	Basic Electrical Theory	24.00					
ELPT	1325	National Electrical Codes	24.00					
ELPT	1345	Commercial Wiring	24.00			30.00	New Fee	
ELPT	2319	Programmable Logic Controllers I	24.00					
ELPT	2449	Industrial Automation	24.00			65.00	New Fee	
ELPT	2455	Programmable Logic Controllers II	24.00			35.00		
INTC	1457	AC/DC Motor Control	24.00					
EMERGENCY MEDICAL SERVICES								
EMSP	1160	Clinical (Basic)			13.00			
EMSP	1338	Intro to Advanced Practice	24.00					
EMSP	1355	Trauma Management	24.00			115.00		
EMSP	1356	Patient Assess & Airway Management	24.00					
EMSP	1362	Clinical (Advanced)			13.00	126.00		
EMSP	1501	EMT (Basic)	24.00			161.00		
EMSP	2137	Emergency Procedures	24.00					
EMSP	2243	Assessment Based Management	24.00			45.00		
EMSP	2260	Clinical I-EMT (Paramedic)			13.00	186.00		
EMSP	2261	Clinical II-EMT (Paramedic)			13.00			
EMSP	2264	Practicum (Paramedic)			13.00	125.00		
EMSP	2300	Methods of Teaching-Emergency Medical Service	24.00					
EMSP	2305	EMS Operations	24.00			10.00		
EMSP	2306	Emergency Pharmacology	24.00					
EMSP	2430	Special Populations	24.00					
EMSP	2434	Medical Emergencies	24.00					
EMSP	2444	Cardiology	24.00			30.00		
EMSP	2458	Critical Care Paramedic	24.00			50.00		
ENGINEERING								
ENGR	1201	Introduction to Engineering	24.00					
ENGR	1304	Engineering Graphics	24.00					
ENGR	2105	Electrical Circuits Lab	24.00					
ENGR	2301	Engineering Mechanics-Statics	24.00					
ENGR	2302	Engineering Mechanics-Dynamics	24.00					
ENGR	2305	Electrical Circuits I	24.00					
ENGR	2332	Mechanics of Materials	24.00					
ENGR	2401	Engineering Mechanics-Statics	24.00					
ENVIRONMENTAL SCIENCES								
ENVR	1101	Environmental Science I Lab	24.00					
ENVR	1102	Environmental Science II Lab	24.00					

Dept	Course	Course Title	Lab Fee	Health Fee	Insurance Fee	Misc Fee	Change
HEALTH AND PHYSICAL EDUCATION							
PHED	1137	Walking and Jogging I	24.00				
PHED	1138	Walking and Jogging II	24.00				
PHED	1142	Yoga I	24.00				
PHED	1143	Yoga II	24.00				
PHED	1144	Strength & Conditioning	24.00				
PHED	1146	Aerobics: Stretch & Tone I	24.00				
PHED	1147	Aerobics: Stretch & Tone II	24.00				
PHED	1148	Weight Training I	24.00				
PHED	1149	Weight Training II	24.00				
PHED	1306	First Aid				9.00	
HEALTHCARE MANAGEMENT							
MHSM	3421	Health Information Technology and Standards	24.00				
MHSM	4554	Healthcare Management Practicum			13.00		
HEATING, VENTILATION, AND AIR CONDITIONING TECHNOLOGY							
HART	1345	Gas and Electric Heating	24.00			15.00	
HART	1356	EPA Recovery Certification Preparation	24.00			25.00	
HART	1401	Basic Electricity for HVAC	24.00			15.00	
HART	1403	Air Conditioning Control Principles	24.00			15.00	
HART	1407	Refrigeration Principles	24.00				
HART	1410	HVAC Shop Practices and Tools	24.00			15.00	
HART	1441	Residential Air Conditioning	24.00			15.00	
HART	2342	Commercial Refrigeration	24.00			15.00	
HART	2401	Air Conditioning & Refrigeration Codes	24.00				
HART	2431	Advanced Electricity for HVAC	24.00			15.00	
HART	2434	Advanced Air Conditioning Controls	24.00				
HART	2441	Commercial Air Conditioning	24.00			15.00	
INSTRUMENTATION TECHNOLOGY							
ELPT	1420	Fundamentals of Electricity II	24.00			30.00	New Fee
INCR	1402	Physics of Instrumentation	24.00			30.00	New Fee
INTC	1307	Instrumentation Test Equipment	24.00			30.00	New Fee
INTC	1312	Instrumentation and Safety	24.00			30.00	New Fee
INTC	1322	Analog Controls I	24.00				
INTC	1325	Instrumentation Hardware Installation I	24.00				
INTC	1341	Principles of Automatic Controls	24.00				
INTC	1350	Digital Measurement and Controls	24.00				
INTC	1356	Instrumentation Calibration	24.00				
INTC	1443	Application of Industrial Automatic Controls	24.00				
INTC	2305	Instrumentation Hardware Installation II	24.00				
INTC	2330	Instrumentation Systems Troubleshooting	24.00				
INTC	2336	Distributed Control and Programmable	24.00				
LOGISTICS							
LMGT	1319	Introduction to Business Logistics	24.00				
LMGT	1321	Intro to Materials Handling	24.00				
LMGT	1423	Domestic & International Transportation Mgmt.	24.00				
LMGT	1425	Warehouse and Distribution	24.00				
LMGT	1445	Economics of Transportation and Distr.	24.00				
MAGNETIC RESONANCE IMAGING (MRI)							
MRIT	2560	Clinical I (Magnetic Resonance Imaging)			13.00		
MRIT	2561	Clinical II (Magnetic Resonance Imaging)			13.00		
MRIT	2562	Clinical III (Magnetic Resonance Imaging)			13.00		

Dept	Course	Course Title	Lab Fee	Health Fee	Insurance Fee	Misc Fee	Change
MATHEMATICS							
MATH	1314	College Algebra	24.00				
MATH	1324	Math for Business & Social Sciences	24.00				
MATH	1325	Calculus for Business & Social Science	24.00				
MATH	1332	Contemporary Math I	24.00				
MATH	1342	Elementary Statistical Methods	24.00				
MATH	1350	Math for Teachers I	24.00				
MATH	1351	Math for Teachers II	24.00				
MATH	2305	Discrete Mathematics	24.00				
MATH	2312	Precalculus Math	24.00				
MATH	2318	Linear Algebra	24.00				
MATH	2320	Differential Equations	24.00				
MATH	2321	Linear Algebra & Differential Equations	24.00				
MATH	2413	Calculus I	24.00				
MATH	2414	Calculus II	24.00				
MATH	2415	Calculus III	24.00				
MEDICAL ADMINISTRATION							
HITT	1341	Coding & Classification Systems	24.00			150.00	
HITT	2313	Working with Health IT Systems	24.00				
HITT	2330	Pathophysiology & Pharmacology	24.00				New Course
HITT	2335	Coding & Reimbursement Methodologies	24.00				
HITT	2340	Advanced Medical Billing & Reimbursement	24.00				Delete Course
HITT	2346	Advanced Medical Coding	24.00				
MUSIC							
MUAP	X1XX	Applied Music Individualized Instruction - One 1/2 Hr private				90.00	
MUAP	X2XX	Applied Music Individualized Instruction - Two 1/2 Hr private				180.00	
MUEN	X1XX	Music Ensembles				15.00	
MUEN	X2XX	Music Ensembles				24.00	
MUSI	X1XX	Class Voice, Piano, or Guitar				24.00	
NUCLEAR MEDICINE TECHNOLOGY							
NMTT	1162	Clinical (Nuclear Medicine Technology)			13.00		
NMTT	1201	Introduction to Nuclear Medicine Technology	24.00			96.00	
NMTT	1211	Nuclear Medicine Patient Care	24.00				
NMTT	1309	Nuclear Medicine Technology Instrumentation	24.00				
NMTT	2201	Radiochem/Radiopharmacy	24.00				
NMTT	2235	Nuclear Medicine Seminar	24.00			225.00	
NMTT	2361	Practicum I (Nuclear Medicine Technology)			13.00		
NMTT	2466	Practicum II (Nuclear Medicine Technology)			13.00	96.00	
NMTT	2467	Practicum III (Nuclear Medicine Technology)			13.00		
NURSING (RN) - ASSOCIATE DEGREE							
RNSG	1105	Nursing Skills I	24.00				
RNSG	1140	Nursing Skills for Articulating Students	24.00				
RNSG	1144	Nursing Skills II	24.00				
RNSG	1215	Health Assessment	24.00				
RNSG	1413	Foundations for Nursing Practice	24.00	100.00	13.00	260.00 352.00	Increase Fee
RNSG	1441	Common Concepts of Adult Health	24.00	100.00	13.00		
RNSG	1443	Complex Concepts of Adult Health	24.00	100.00	13.00	230.00 352.00	Increase Fee
RNSG	2201	Care of Children & Families	24.00	100.00	13.00	230.00 352.00	Increase Fee
RNSG	2208	Maternal/Newborn & Women's Health	24.00				
RNSG	2213	Mental Health Nursing	24.00	100.00	13.00	230.00 352.00	Increase Fee
RNSG	2307	Transition to Nursing Practice	24.00	100.00	13.00	250.00 352.00	Increase Fee
NURSING (BSN) - BACHELOR DEGREE							
NURS	4160	Community and Public Health Clinical			16.00		New Course
NURS	4161	Leadership & Management Clinical			16.00		New Course
PHYSICS							
PHYS	1401	College Physics I	24.00				
PHYS	1402	College Physics II	24.00				
PHYS	1410	Elementary Physics	24.00				New Course
PHYS	2425	University Physics I	24.00				
PHYS	2426	University Physics II	24.00				

Dept	Course	Course Title	Lab Fee	Health Fee	Insurance Fee	Misc Fee	Change
RADIATION THERAPY							
RADT	1205	Technical Procedures	24.00				
RADT	1266	Practicum I (Radiation Therapy A.A.S.)			13.00	48.00	
RADT	1467	Practicum II (Radiation Therapy-A.A.S.)			13.00	48.00	
RADT	2466	Practicum III (Radiation Therapy A.A.S.)			13.00		
RADIOGRAPHY							
RADR	1166	Practicum I		100.00	13.00	48.00	
RADR	1202	Radiographic Image Evaluation I	24.00				
RADR	1250	Radiographic Image Evaluation II	24.00				
RADR	1267	Practicum II		100.00	13.00		
RADR	1303	Patient Care & Ethics	24.00				
RADR	1309	Intro to Radiography and Patient Care	24.00				
RADR	1367	Practicum III (Radiography)		100.00	13.00	182.00	
RADR	1411	Basic Radiography Procedures	24.00				
RADR	2209	Radiographic Imaging Equipment	24.00			160.00	
RADR	2305	Principles of Imaging II	24.00			80.00	
RADR	2333	Advanced Medical Imaging				24.00	
RADR	2335	Radiologic Tech. Seminar				189.00	
RADR	2401	Intermediate Radiographic Procedures	24.00				
RADR	2466	Practicum IV(Radiography)		100.00	13.00	48.00	
RADR	2467	Practicum V (Radiography)		100.00	13.00		
SURGICAL TECHNOLOGY							
SRGT	1260	Clinical I		100.00	13.00		
SRGT	1505	Intro to Surgical Technology	24.00				
SRGT	1509	Fundamentals of Perioperative Concepts and Tech	24.00				
SRGT	1541	Surgical Procedures I	24.00				
SRGT	1542	Surgical Procedures II	24.00				
SRGT	1461	Clinical II		100.00	13.00		
SRGT	1562	Clinical III		100.00	13.00		
SRGT	2130	Professional Readiness				249.00	
VOCATIONAL NURSING							
VNSG	1122	Vocational Nursing Concepts		100.00		325.00	Delete Course
VNSG	1160	Clinical Fundamentals		100.00	13.00		New Course
VNSG	1191	Specialty Topic: VN NCLEX Prep				295.00	Delete Course
VNSG	1227	Essentials of Medication Administration	24.00				
VNSG	1230	Maternal/Neonatal Nursing	24.00				
VNSG	1234	Pediatrics	24.00				
VNSG	1262	Clinical (Med-Surg Nsg I)		100.00	13.00		Delete Course
VNSG	1320	Anatomy & Physiology for Allied Health	24.00				Delete Course
VNSG	1323	Basic Nursing Skills	24.00			419.00	New Course
VNSG	1360	Clinical (Med-Surg Nsg I)		100.00	13.00		New Course
VNSG	1402	Applied Nursing Skills I	24.00				Delete Course
VNSG	1409	Nursing in Health & Illness III	24.00			295.00 419.00	Increase Fee
VNSG	2160	Clinical (Maternal)		100.00	13.00		New Course
VNSG	2214	Applied Nursing Skills III	24.00			295.00	Delete Course
VNSG	2262	Clinical (Med-Surg Nsg II)		100.00	13.00		Delete Course
VNSG	2313	Applied Nursing Skills II	24.00				Delete Course
VNSG	2331	Advanced Nursing Skills	24.00			419.00	New Course
WELDING							
WLDG	1313	Intro to Blueprint Reading	24.00			44.00	New Fee
WLDG	1317	Intro to Layout and Fabrication	24.00			44.00	New Fee
WLDG	1327	Welding Codes and Standards	24.00			40.00	New Fee
WLDG	1407	Intro to Multiple Process	24.00			44.00	New Fee
WLDG	1428	Intro to Shielded Metal Arc Welding	24.00			175 44.00	Decrease Fee
WLDG	1434	Intro to Gas Tungsten Arc Welding (GTAW)	24.00			44.00	New Fee
WLDG	1435	Intro to Pipe Welding	24.00			44.00	New Fee
WLDG	2413	Intermediate Welding Using Multiple Process	24.00			44.00	New Fee
WLDG	2435	Advanced Layout and Fabrication	24.00			40.00	New Fee
WLDG	2443	Advanced Shielded Metal Arc Welding (SMAW)	24.00			175 44.00	Decrease Fee
WLDG	2451	Advanced Gas Tungsten Arc Welding (GTAW)	24.00			40.00	New Fee
WLDG	2453	Advanced Pipe Welding	24.00			160 40.00	Decrease Fee

Consider Approval of the Amended Interlocal Participation Agreement
between Galveston College and the Texas
Association of School Boards (TASB) Risk Management Fund

Staff recommends that the Board approve the amended Interlocal Participation Agreement (IPA) between Galveston College and the TASB Risk Management Fund. The IPA is the foundational agreement by which eligible organizations join the Fund. The TASB Risk Management Fund currently provides coverage to Galveston College for unemployment claims, workers' compensation claims, all other perils property and contents claims (excluding named or numbered windstorms), and professional liability claims.

The amended IPA will replace the College's current IPA with TASB. The amended IPA will be effective May 1, 2022. The IPA with TASB was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by the Board of Regents. Details of the amendments are outlined in the following attachments.

TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions

What is the IPA?

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

Does the IPA require Board approval?

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

What is the effective date of the IPA?

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

Why is the IPA Changing?

The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

What are the specific changes to the IPA?

A thorough explanation of the changes is included in this document on the following page.

Can my organization make changes to the IPA?

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

What if my organization doesn't agree to the terms of the new IPA?

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

Who can I contact for additional information?

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at paul.taylor@tasb.org.

What are the steps for signing and returning the IPA?

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to tasbrmf@tasbrmf.org no later than May 13th, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Galveston College**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

Consider Approval of Proposal to Purchase Furniture for
The IT Service Desk

Staff requests approval of this proposal to purchase three (3) chairs and two (2) desk panels, including installation, from McCoy/Rockford (E&I Contract No. CNR01146). The total cost of this purchase is \$2,442.86. The source of funding is the Education and General Fund (11-51510-53150).

Vendor/Quotes	Item/Quotes	Funding Sources	Cost
McCoy/Rockford E&I Contract No. CNR01146	3 Amia Upholstered Chairs	Info. Tech Furniture Non Capitalized 11-51510-53150	\$1,800.30
	2 Desk Panels		\$252.56
	Delivery and Installation		\$390.00
Total			\$2,442.86

Consider Approval of Proposal to Purchase 19 Laptop Computers with Docking Stations for Staff in Student Services

Staff requests approval of this proposal to purchase 19 laptop computers and docking stations from Dell EMC (DIR Contract No. DIR-TSO-3763). The total cost of this purchase is \$40,376.33 and a breakdown of the cost follows.

The institution is requesting a refresh of the workstations used by staff in Student Services. They will utilize laptops with docking stations instead of the previously deployed standard All in One (AiO) desktop workstations. In the event of an emergency, the laptops will allow staff to be able to operate remotely. The laptops will also be outfitted with integrated cameras and microphones that are necessary be able to attend online meetings and engage with others remotely.

All of the mobile workstations come with a Dell Thunderbolt WD19TB Docking Station, a Dell Wireless Keyboard and Mouse, Dell Pro Slim Briefcase, and a Dell 24” Monitor, as well as a three-year warranty.

The source of funding is the HEERF III Grant.

Vendor/Quotes	Item/Quotes	Funding Sources	Cost
Dell EMC Contract No: DIR-TSO-3763	19 Dell 3560 Precision Mobile Workstations	HEERF III Grant (Account 23-47155- 53130)	\$40,376.33
	19 Dell Thunderbolt Docking Stations		
	19 Dell Wireless Keyboards and Mice		
	19 Dell Pro Briefcases		
	19 Dell 24” Standard Monitors		
Total:			\$40,376.33

Consider Approval of Proposal to Purchase Office Chairs for the Nursing Offices

Staff requests Board approval to purchase ten (10) office chairs to replace old and damaged furniture in the nursing offices. This purchase from McCoy Rockford, in the amount of \$7,505.10, is covered under the E&I Contract No. CN01146 and would be purchased with Education and General Fund (11-11420-53150).

Vendor/Quotes	Item	Funding Sources	Cost
McCoy Rockford E&I Contract No. CN01146	10 Amia Office Chairs	Education and General Fund (11- 11420-53150)	\$7,505.10
Total:			\$7,505.10

Consider Approval of Proposal to Purchase Office Furniture for the New Offices in the STEM Student Center under the NSF HSI-ITP Grant for Fiscal Year 2021-2022

Staff is recommending approval of the purchase of two (2) office desk hutches/shelving from McCoy Rockford (E&I Contract No. CN01146) to equip the two staff offices in the STEM Student Center (N-310). The total cost for this office furniture is \$1,335.56. Equipping of the office space for the STEM Student Center is an approved category in the NSF HSI-ITP grant (award no. 2122825).

Staff requests Board approval of this expense in the amount of \$1,335.56.

Vendor/Quotes	Item	Funding Sources	Cost
McCoy Rockford E&I Contract No. CN01146	2 Stacking Bookcases	NSF HSI-ITP Grant (award no. 2122825)	\$622.84
	2 Filler Panels		\$152.72
	Installation		\$560.00
Total:			\$1,335.56

Consider Approval of Construction Manager At Risk (CMAR) Contract with Satterfield and Pontikes Construction, Inc. for the New Nursing Health Science Center Building

Staff is requesting Board approval of the CMAR Contract with Satterfield and Pontikes Construction, Inc., 11750 Katy Freeway, Suite 500, Houston, TX 77079, for the new Nursing Health Science Center Building. The terms of the contract will be for the duration of the construction project with an option to amend or terminate based on the Guaranteed Maximum Price. It is anticipated that the Guaranteed Maximum Price contract, from Satterfield and Pontikes, will be brought to the Board at the April 19, 2022 meeting.

The source of the funding for the CMAR Contract is the bond funds.

DRAFT AIA® Document A133™ - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «10th» day of March in the year 2022

BETWEEN the Owner:

Galveston College
4015 Avenue Q« »
Galveston, Texas 77550« »
« »

and the Construction Manager:

Satterfield & Pontikes Construction, Inc.
11750 Katy Freeway, Suite 500
Houston, Texas 77079

for the following Project:

Galveston College Nursing Health Sciences Building
« »
« »

The Architect:

PBK Architects, Inc.« »
10200 Grogans Mills Road, Ste 230« »
The Woodlands, Texas 77380« »
Jason Mooney, AIA« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

«The program for the Project consists of instructional spaces, including nursing classrooms, a computer lab, seminar rooms, and lecture hall, as well as health sciences classrooms, including EMT classrooms, flex classrooms, radiology classroom, radiation therapy classroom, and nuclear medicine classroom spaces. In addition, the program for the Project includes a nursing simulation lab and skills lab, along with associated support spaces, as well as EMT high and low fidelity labs, EMT storage space, radiology mock and live skills labs, radiology classroom and storage, surgical technology classroom and skills lab, sonography classroom and skills lab, and associated support and storage areas. Finally, the program for the Project also includes faculty offices, reception spaces, break rooms, workrooms, and storage spaces, as well as general conference rooms, student lounge/gathering and vending spaces, general building storage, shell space, restrooms, and general lobby and circulation spaces. Refer to the final established program for the Project dated August 2021. »

§ 1.1.2 The Project's physical characteristics:

«The Project consists of a new three-story higher education facility and associated site improvements located at the corner of Avenue R and 39th Street on the existing Galveston College campus, as further described by the Construction Documents associated with this project. »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«March 10, 2022 – Issue for Proposal and Permit »

- .2 Construction commencement date:

May 1, 2022« »

- .3 Substantial Completion date or dates:

July 31, 2023« »

- .4 Other milestone dates:

« »

§ 1.1.5 Not Used

§ 1.1.6 Not Used

§ 1.1.7 Not Used

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

«Dr. Myles Shelton, Ed.D.»
«President»
«Galveston College»
«4015 Avenue Q»
«Galveston, Texas 77550»
«Phone: 409-944-1200»
«Email: mshelton@gc.edu»

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

N/A « »

§ 1.1.10 The Owner shall retain the following consultants and contractors:

- .1 Geotechnical Engineer:

«N/A – Provided by Architect»« »

« »

« »

« »

« »

- .2 Civil Engineer:

«N/A – Provided by Architect»« »

« »

« »
« »
« »

.3 Other, if any:

« »

§ 1.1.11 The Architect's representative:

«Jason Mooney, AIA»
«Principal»
«PBK Architects, Inc.»
«10200 Grogan's Mill Road, Suite 230»
«The Woodlands, Texas 77380»
«Phone: 281-528-1697»
«Email: jason.mooney@pbk.com»

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

Eric Blankenship
Satterfield & Pontikes Construction, Inc.
11750 Katy Freeway, Suite 500
Houston, Texas 77079
(713) 996-1312
« »

and

Jim Muska, General Counsel
Satterfield & Pontikes Construction, Inc.
11750 Katy Freeway, Suite 500
Houston, Texas 77079
(713) 996-1304
jmuska@satpon.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

N/A « »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

N/A « »

§ 1.1.15 Not Used.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 Not Used

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A « »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Construction Manager's receipt of a written notice to proceed from the Owner.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and shall provide this information to the Owner and Architect.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 The Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Not Used

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

« » \$17,500.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

« » N/A

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « n/a » (« n/a ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~thirty~~ (30) days after the invoice date shall bear interest at the rate of one and one-half percent per month in accordance with § 28.004 of the Texas Property Code.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

2.86 % of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

2.86 % of the Cost of the Work

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15.00 % of the Cost of the Work

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

As Owner's sole and exclusive remedy for all delay-related damages, if Substantial Completion of the Work is not achieved within the time provided by this Agreement, subject to a 30-day grace period, Owner shall be entitled to collect from Construction Manager liquidated damages in the amount of \$ \$500.00 per day for each day of delay in the achievement of Substantial Completion.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in § 7.4 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Not Used

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager’s list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit a statutory Conditional Waiver and Release on Progress Payment for the period covered by the present Application for Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5.00 %

§ 11.1.8.2 Upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2, which shall occur on the date the punch list generated at Substantial Completion is signed off by the Architect or Owner.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated,

taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of one and one-half percent per month in accordance with § 28.004 of the Texas Property Code.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Not Used

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be Arbitration pursuant to Article 15 of AIA Document A201–2017

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1, as well as reasonable costs of demobilization; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been

terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2** Add the Construction Manager’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3** Subtract the aggregate of previous payments made by the Owner; and
- .4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Not Used

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000)** for each occurrence and **Two Million Dollars (\$ 2,000,000)** in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than **One Million Dollars (\$ 1,000,000)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than **One Million Dollars (\$ 1,000,000)**.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **One Million Dollars (\$ 1,000,000)** per claim and **Two Million Dollars (\$ 2,000,000)** in the aggregate.

§ 14.3.1.6 Not Used

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Not Used
- .6 Other Exhibits:
- .7 Other documents, if any, listed below:

« »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

« »« »

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

« »« »

(Printed name and title)



Consider Amending Fiscal Year 2021-22 Regular Board Meeting Date for April

On August 11, 2021, the Board of Regents approved the dates for the fiscal year 2021-22 Regular Board Meetings that included a meeting on April 13, 2022. Due to scheduling conflicts with some of the Regents and the project timeline for the Nursing and Health Sciences Center building project, the Board will consider moving the April 13th meeting to April 19th.

Consider Ratifying Appointment of Full-time Instructor

It is recommended that the following individual be appointed to the position indicated and that the Board ratify the contractual appointment:

Michael Savoie, HVAC Program Director, 12 months, tenure track

An annual salary of \$71,369 will be prorated beginning February 07, 2022

Education: BS. in Technical Management, DeVry University; A.A.S. HVAC-R, Northwest Technical College

Experience: Owner, Savoie A/C; Mobile Engineer Technician, Jones Lang LaSalle America's Inc.; HVAC-R Technician, A-1 AJC & Electrical