

**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, September 21, 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 August 10, 2022 *(Action Item)* 4
- 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)* 12
 - 2. Monthly Financial Reports - August *(Mr. M. Jeff Engbrock)* 13
 - 3. Presentation of Chief Executive Officer Certification and Report Under Texas Education Code, Section 51.253(c) for the 2021-22 Academic Year- First through Fourth Quarters 38
- VIII. Consideration of Consent Agenda 41
(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 Approval of the Expenditure for the Ellucian Annual Contract for CRM Advise and Student Planning Under the Department of Education Title V Grant for Fiscal Year 2022-2023 43
 - 2. Consider Approval of Proposal for Ellucian Colleague Consultant Services 44
 - 3. Consider Approval of Updated Instructional Agreement for Dual Credit/Early Admissions Enrollment Classes for Academic Year 2022-23 with Hamshire-Fannett 56
 - 4. Consider Approval of Facilities Committee Recommendation Regarding Bids for the New Parking Lot Located on the North Side of Avenue Q 70
 - 5. Consider Approval of Facilities Committee Recommendation on the Proposal for Architectural and Engineering Services for the Renovation of the Second Floor Northen Building and Other Associated Areas 71

| | |
|---|------------|
| 6. Consider Approval of the Facilities Committee Recommendation on the Proposed Fifth Amendmet to the Lease Agreement Between Galveston College and McCoy Corporation | 76 |
| 7. Consider Approval of the Facilities Committee Recommendation on Authorizing the College President to Enter Into a Contract With an Electricity Provider Through the Houston-Galveston Area Council (H-GAC) Interlocal Agreement | 80 |
| 8. Consider Approval of Facilities Committee Recommendation on Proposal to Replace Moody Hall Window Seals | 81 |
| 9. Consider Approval of Facilities Committee Recommendation for Asbestos Abatement and Structural Demolition of House Located at 4002 Avenue Q | 86 |
| 10. Consideration of MOU Between Galveston College Foundation and Galveston College for Funds Donated to the Building Tomorrow Capital Campaign | 87 |
| 11. Consider Approval of Proposal for Hotel Room and Catering Contract for the 2023 Women In Industry Conference | 90 |
| 12. Consider Acceptance of U.S. Department of Education Title V Grant Award-Developing Hispanic-Serving Institutions (DHSI) Program for Project Year 2022-23 | 91 |
| 13. Consider Approval of Proposal to Contract with Assessment Technologies Institute (ATI) to offer Educational Resources to Nursing Students | 95 |
| 14. Consider Ratifying Acceptance of Texas Higher Education Coordinating Board Carl D. Perkins Career and Technical Education Basic Grant Award for Program Year 2022-23 | 103 |
| 15. Consider Ratifying Appointment of Full-time Instructor | 105 |
| 16. Consider Acceptance of Fiscal Year 2021-22 Fourth Quarter Investment Report | 106 |
| X. Adjournment to Closed/Executive Session in Room M-220: The Board of Regents, as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, reserves the right to enter into a closed/executive session under the following provision of the Act: Section 551.072 - Deliberations about Real Property, to deliberate the purchase and value of real property to avoid any detrimental effect on the position of the College in negotiations with third parties. | 110 |
| XI. Reconvene Regular Meeting (Open Meeting) in Room M-220 | 111 |
| XII. Consider Approval of the Facilities Committee Recommendation Regarding the Purchase of Real Property | 112 |
| XIII. Special Reports and Comments: | |
| 1. Student Representative (<i>Ms. Crystal Armstrong</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>) | |
| XIV. Action Items: (<i>Continued</i>) See Action Item No. 7 | |
| XV. 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
August 10, 2022
5:30 p.m.**

At the Regular Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, August 10, 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. Garrik Addison
Mr. Armin Cantini
Dr. Norman Hoffman
Mr. Raymond Lewis, Jr.
Ms. Mary R. Longoria
Ms. Carolyn L. Sunseri

Faculty and staff present included Dr. W. Myles Shelton, President, Ms. Carmen Allen, Ms. Veronica Atterberry, Mr. Tyree Bearden, Mr. Michael Berberich, Mr. Larry Blomstedt, Mr. Deon Botha, Mr. Conrad Breitbach, Mr. Ed Chrnko, Ms. Courtney Cross, Mr. Ron Crumedy, Mr. M. Jeff Engbrock, Ms. Liz Lacy, Ms. Breanne Lorefice, Dr. Cissy Matthews, Mr. Paul Mendoza, Ms. Amanda Newell, Dr. Van Patterson, Ms. Alexandria Trombley, Dr. Tirizia York.

- I. CALL TO ORDER REGULAR MEETING:** Chair Flowers opened the Regular Meeting at 5:36 PM 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. Cantini 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 August 4, 2022.
- IV. RECOGNITION OF GUESTS:** There were no guests present.
- V. CONSIDER APPROVAL OF MINUTES FROM COMMITTEE OF THE WHOLE MEETING OF MAY 11, 2022, REGULAR MEETING OF JUNE 8, 2022, BOARD OF REGENTS RETREAT/SPECIAL MEETING JUNE 22, 2022, AND BUDGET WORKSHOP AND SPECIAL MEETING AUGUST 3, 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 desiring to appear before the Board.

VII. INFORMATIVE REPORTS:

1. Student Success Story: Dr. Shelton introduced this agenda item and Ms. Telishia “Tee” Murray, who presented on the Spring 2022 Library Student Survey. Ms. Murray’s presentation discussed the ratings for, awareness and usage, research resources, library instruction, the library website, the top five most useful resources and services, and overall satisfaction. 229 students took the survey and reported an overall satisfaction of 4.6 out of 5 stars.
2. Monthly Financial Reports – June and July: Mr. M. Jeff Engbrock, Comptroller/CFO, presented the financial reports for the months of June and July 2022. The July report was reviewed. With 92 percent of the year completed, income generated was \$25,433,596, or 98.8 percent of the fiscal year 2021-22 revenue budget, compared to about 101 percent compared to last year. Tuition and Fees are down this year. We are still at about 4.6 million of the 4.9-million-dollar budget. Local taxes are a little down compared with prior years. Local revenue is way up, based on the HERFF funds. He reported that total expenses were \$20,047,433, or 79.1 percent of the expenditure budget, compared to 78.9 percent last year. We are in line with where we should be. He added that August expenses are typically higher, and with the supply chain issues, they will be higher this year too.

Discussion was had on the amount of tax revenue that has been lost due to lawsuits for tax bills that are under protests. Dr. Shelton let the Board know that the College lost about 50 million dollars in appraised value, which is about \$73,000.

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

X. ACTION ITEMS:

1. Consider Approval of Proposed Salary Schedules, Part-time Classification and Compensation Schedule, Adjunct and Overload Pay, and Program Coordinator/ Director and Division Director Stipends to be Effective September 1, 2022: Dr. Shelton presented this item to the Board. He stated that this is the revised schedule that was discussed at the budget retreat in June. It reflects a 3% increase in the schedule, for most positions. Classified positions A11 and A12 were bumped up to reflect the increase to at least \$15 per hour. All of the part-time positions were also changed to a minimum of \$15 per hour. Adjunct and overload pay were increased to \$20 per instructional hour. Program Coordinator and Division Director stipends all

stayed the same. Dr. Shelton recommended approval of the new schedule, and added that the three percent increase for employees is reflected in the salary schedule, and the remaining two percent goes to Employees of Record for a total pay increase of five percent for Employees of Record. The additional two percent is reflected in the budget for next year, not in this schedule. Mr. Hughes moved to approve the proposed salary schedules, part-time classification and compensation schedule, adjunct and overload pay, and Program Coordinator/Director and Division Director stipends; Ms. Sunseri seconded the motion. The motion passed unanimously.

2. Consider Approval of Payment to Renew Unemployment Coverage Through Texas Association of School Boards (TASB) Risk Management Fund: The Board unanimously approved the payment to renew unemployment coverage through Texas Association of School Boards (TASB) Risk Management Fund. This item was passed in the Consent Agenda.
3. Consider Approval of Payment to Renew Workers' Compensation Coverage Through Texas Association of School Boards (TASB) Risk Management Fund: The Board unanimously approved the payment to renew workers' compensation coverage through Texas Association of School Boards (TASB) Risk Management Fund. This item was passed in the Consent Agenda.
4. Consider Approval to Renew HVAC Service and Repair Annual Contracts: The Board unanimously approved the renewal of the HVAC Service and Repair Annual Contract. This item was passed in the Consent Agenda.
5. Consider Approval of Second Extension of Vending Machine Services Contract: The Board unanimously approved the second extension of the Vending Machine Services Contract. This item was approved in the Consent Agenda.
6. Consider Ratifying Approval of Interlocal Cooperation Contract Between Galveston College and the University of Texas at Austin to Provide Internet Services: The Board unanimously ratified the approval of the Interlocal Cooperation Contract Between Galveston College and the University of Texas at Austin to provide internet services. This item was approved in the Consent Agenda.
7. Consider Acceptance of U.S. Department of Education TRIO-Student Support Services Grant Award-Building Bridges to Success for Project Year 2022-23: The Board unanimously accepted the U.S. Department of Education TRIO-Student Support Services Grant Award-Building Bridges to Success for project year 2022-23. This item was passed in the Consent Agenda.
8. Consider Ratifying Acceptance of the Texas Higher Education Coordinating Board Texas Reskilling and Upskilling through Education (TRUE) 2022 Grant Award: The Board unanimously ratified the acceptance of the Texas Higher Education Coordinating Board Texas Reskilling and Upskilling through Education (TRIO) 2022 Grant Award. This item was passed in the Consent Agenda.

9. Consider Approval of Corporate Sponsorships Received to Support the Women in Industry Conference: The Board unanimously approved receiving corporate sponsorships to support the Women in Industry Conference. This item was passed in the Consent Agenda.
10. Consider Adoption of the Fiscal Year 2023- 2027 Institutional Strategic Plan: Building Tomorrows: Dr. Shelton presented this item to the Board. He stated that there have been no changes since it was presented to the Board at the budget retreat. This document represents over a year of work from faculty and staff. Dr. Shelton recommended approval of the Fiscal Year 2023-2027 Institutional Strategic Plan: Building Tomorrows. Mr. Raschke moved to approve the adoption of Fiscal Year 2023-2027 Institutional Strategic Plan: Building Tomorrows; Mr. Addison seconded. The motion passed unanimously.
11. Consider Ratifying Appointment of Full-time Instructors: The Board unanimously ratified the appointment of Full-time Instructors: Ms. Nicole Stephens, Ms. Jacquelyn Emmert, Ms. Amanda Jones, and Mr. Andre Isbell. This item was passed in the Consent Agenda.
12. Consider Approval of Fiscal Year 2022-23 Regular Board Meeting Dates: Dr. Shelton presented this item to the Board. Dr. Shelton pointed out that the September meeting will be held a week later, on September 21 so as not to conflict with the Five Fabulous Chefs event. The February meeting has also been moved to the third Wednesday so that members can attend the ACCT National Legislative Summit in Washington, DC, February 5-8, 2023. There are normally no meetings in July and December, unless called by the Chairperson. Dr. Shelton recommend approval of the Fiscal Year 2022-23 Regular Board Meeting Dates. Mr. Hughes moved to approve the Fiscal Year 2022-23 Regular Board Meeting Dates; Dr. Hoffman seconded. The motion passed unanimously.
13. Consider Approval of Faculty Change in Rank: The Board unanimously approved the faculty change in rank for Ms. Regina Durante and Mr. Michael Berberich. This item was passed in the Consent Agenda.
14. Consider Acceptance of Faculty Resignation: The Board unanimously accepted the faculty resignations of Mr. Shane Wallace, Mr. Shawn Matthews, and Ms. Emily Stinemetz. This item was passed in the Consent Agenda.
15. Discuss and Make Board Committee Appointments for 2022-2024 Term: Chairperson Flowers presented this item to the Board. She thanked the new Regents and stated that it was great to see everyone in attendance at the meeting. Discussion was had on the appointments, and Ms. Sunseri was asked to consider being Chair for the Policies Committee. Ms. Sunseri accepted. Mr. Lewis moved to accept the Board Committee Appointments for 2022-2024 Term; Ms. Longoria seconded. The motion passed unanimously.

Dr. Shelton explained that there are three standing committees of the Board: the Facilities, Finance, and Policies Committee. Looking at the fall schedule, we will need a Facilities Committee meeting in September, a Policies Committee meeting

in October and a Finance Committee in November. There may need to be additional facilities Committee meetings. All members of the Board are invited to attend all committee meetings. Chair Flowers stated that historically, most Board members attend all of the committee meetings. It is a great way to keep in the loop and get information.

XI. SPECIAL REPORTS AND COMMENTS:

1. Student Representative: No report.
2. Faculty Representative: Ms. Liz Lacy, Faculty Senate President, presented the faculty report. She reported that the Cosmetology Department reported that for the first time at Galveston College, the current cosmetology students took their practical and written exams before completion of the program, and they had 100 percent completion. She also reported that Hon Mai and Shelly Downes have been asked to be key note speakers at the University of Houston, Victoria DEI faculty development symposium and asked to present on the diversity and inclusion modifications that were made in classrooms that were inspired by the Houston GPS equity initiative training, and changes made by the Galveston College Faculty cohort. They have also been asked to facilitate a workshop to encourage and guide University of Houston Victoria's faculty in making inclusion and diversity prominent in their own syllabi, assignments, and classes.
3. President: Dr. Shelton stated that classes begin on August 29. Faculty returns for General Assembly on August 19. He added that the Board is invited to attend the General Assembly. Other updates included:
 - Fall enrollment is tracking ahead of the COVID years. The College will have more dual credit students than last year. Registration is not completed yet. More will take place over the next two weeks.
 - Student Services staff is very busy, helping students get registered.
 - The Community College Finance Commission is working on moving towards recommendations. Recommendations are anticipated to be made public on September 12. Dr. Shelton pointed out that in the Board folders is a sheet with the recommendations that were made to the Finance Commission by the Texas Association of Community Colleges, the Community College Association of Trustees, and the Texas Community Colleges Teachers Association. One of the major issues being discussed by the Commission is dual credit and what statewide dual credit policies should look like going forward.
 - The college has received a 5 million dollar grant from the Moody Foundation for our Capital Campaign. It is 2.5 million for brick and mortar, and 2.5 million for a program endowment for the health education and sciences facility.
 - The Five Fabulous Chefs event will be help September 14-15. Tickets can be purchased through the Development Office.

- Galveston College Giving Day is September 18. That day is significant, because the first classes of Galveston College opened on September 18, 1967.
- There are lots of summer projects going on, and there are some concerns about supply chain issues, and getting those projects done on time. Lots of work is being done to try and wrap those up before the end of the year.
- The blue sheet in the board folders has many of the upcoming events.
- There is a banana split event for the housing students on August 25, at 3 p.m. The Board is always invited to attend any of the student activities.

Discussion continued about the fundraising efforts for the new building and programs. Dr. Shelton added that the Foundation Board will having a campaign soon, and at General Assembly there will be a campaign for faculty and staff. Dr. Shelton added that it is not about the amount, but about the participation.

Ms. Flowers stated that she would like to see 100 percent participation by the Board of Regents. She believes that the Board should lead by example. She further added that it is not about the dollar amount, but about participation.

4. Regents: Mr. Lewis stated that through Vision Galveston, faculty and students were invited to participate in the sand castle event.

Mr. Cantini stated that January 26, is Community College day at the legislature. He will provide more information as the date approaches.

Chairperson: Ms. Flowers stated that she would like the Board to attend the student events to encourage and welcome students. She also thanked faculty and staff and encourage Regents to be visible at events this year. Dr. Shelton added that it would be nice to have Regents visible at the Five Fabulous Chefs event.

- XI. ADJOURNMENT:** There being no further business to come before the Board, the Regular Meeting adjourned at 6:25 p.m.

Michael B. Hughes, Secretary

APPROVED AS CORRECT:

Karen F. Flowers, Chairpers

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 Approval of Proposed Salary Schedules, Part-time Classification and Compensation Schedule, Adjunct and Overload Pay, and Program Coordinator/ Director and Division Director Stipends to be Effective September 1, 2022 | | ✓ | | 85 |
| #2 – Consider Approval of Payment to Renew Unemployment Coverage Through Texas Association of School Boards (TASB) Risk Management Fund | ✓ | | | 90 |
| #3 – Consider Approval of Payment to Renew Workers’ Compensation Coverage Through Texas Association of School Boards (TASB) Risk Management Fund | ✓ | | | 93 |
| #4 – Consider Approval to Renew HVAC Service and Repair Annual Contracts | ✓ | | | 96 |
| #5 – Consider Approval of Second Extension of Vending Machine Services Contract | ✓ | | | 99 |
| #6 - Consider Ratifying Approval of Interlocal Cooperation Contract Between Galveston College and The University of Texas at Austin to Provide Internet Services | ✓ | | | 103 |
| #7 – Consider Acceptance of U.S. Department of Education TRIO- Student Support Services Grant Award-Building Bridges to Success for Project Year 2022-23 | ✓ | | | 109 |
| #8 – Consider Ratifying Acceptance of the Texas Higher Education Coordinating Board Texas Reskilling and Upskilling through Education (TRUE) 2022 Grant Award | ✓ | | | 114 |

| | | | | |
|--|---|---|--|-----|
| #9 – Consider Approval of Corporate Sponsorships Received to Support the Women in Industry Conference. | ✓ | | | 117 |
| #10 – Consider Adoption of the Fiscal Year 2023- 2027 Institutional Strategic Plan: Building Tomorrows | | ✓ | | 118 |
| #11- Consider Ratifying Appointment of Full-time Instructors | ✓ | | | 119 |
| #12- Consider Approval of Fiscal Year 2021-22 Regular Board Meeting Dates | | ✓ | | 120 |
| #13- Consider Approval of Faculty Change in Rank | ✓ | | | 121 |
| #14- Consider Acceptance of Faculty Resignation | ✓ | | | 122 |
| #15- Discuss and Make Board Committee Appointments for 2022-2024 Term | | ✓ | | 123 |

Student Success Story

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

Monthly Financial Reports – August

Attached is the monthly financial report for August, representing encumbrances and pre-encumbrances through August 31, 2022. The report is 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

Bond Fund:

- Summary Revenue/Expenditure Report

Operating Fund Revenue Summary Sheet September 2022 Meeting

As of August 31, 2022 (100% of Year)

| Source | Budgeted 2021/2022 | Year-to-Date | | |
|----------------------|-----------------------|----------------------------|---------------------------|---------------------------|
| | | Received (\$) 2021/2022 | Received (%) 2021/2022 | Received (%) 2020/2021 |
| State Funds | \$4,799,136 | \$4,799,146 | 100.0% | 100.0% |
| Tuition and Fees | \$4,953,852 | \$4,552,962 | 91.9% | 119.1% |
| Local Taxes | \$15,461,791 | \$15,384,114 | 99.5% | 100.3% |
| Local Revenues | \$123,750 | \$947,150 | 765.4% | 221.6% |
| Total Revenue | \$25,338,529 | \$25,683,371 | 101.4% | 104.5% |

Operating Fund
Expenditure Summary Sheet
September 2022 Meeting

As of August 31, 2022 (100% of Year)

| Source | Budgeted 2021/2022 | Year-to-Date | | |
|------------------------------|-----------------------|----------------------------|---------------------------|---------------------------|
| | | Expended (\$) 2021/2022 | Expended (%) 2021/2022 | Expended (%) 2020/2021 |
| Instruction | \$8,528,541 | \$7,345,493 | 86.1% | 88.6% |
| Community Service | \$30,929 | \$1,394 | 4.5% | 12.7% |
| Academic Support | \$1,766,415 | \$1,618,842 | 91.6% | 88.8% |
| Student Services | \$2,430,074 | \$2,290,047 | 94.2% | 87.5% |
| Institutional Support | \$6,078,023 | \$5,241,913 | 86.2% | 81.3% |
| Staff Benefits | \$27,000 | \$384 | 1.4% | 82.6% |
| Operations/ Maintenance | \$3,149,588 | \$3,096,213 | 98.3% | 94.4% |
| Interfund Transfers (out) | \$3,327,959 | \$2,963,679 | 89.1% | 82.2% |
| Total Expenditures | \$25,338,529 | \$22,557,964 | 89.0% | 86.7% |

GALVESTON COLLEGE

Fund 11 Education and General

| | Current year Budget | | Current year (MTD) Actual | | Current year (YTD) Actual | | Current year Encumbrances | | Current year Remaining | | Current year % Expended | |
|--|---------------------|------|---------------------------|-------------------|---------------------------|------|---------------------------|------|------------------------|------|-------------------------|---------------|
| | 2022 | 2022 | August | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 |
| Revenue by State Classification | | | | | | | | | | | | |
| State Funds | 4,799,136 | | 455,918 | 4,799,146 | | | 0 | | (10) | | | 100.0% |
| Tuition | 2,727,422 | | 505 | 2,362,257 | | | 0 | | 365,165 | | | 86.6% |
| Course Fees | 2,792,257 | | 5,945 | 2,646,255 | | | 0 | | 146,002 | | | 94.8% |
| Exemption\Waivers | (565,827) | | (1,256) | (455,550) | | | 0 | | (110,277) | | | 80.5% |
| Local Taxes | 15,461,791 | | 128,664 | 15,384,114 | | | 0 | | 77,677 | | | 99.5% |
| Local Revenue | 119,750 | | 47,671 | 940,183 | | | 0 | | (820,433) | | | 785.1% |
| Sales and Services | 4,000 | | 1,853 | 6,967 | | | 0 | | (2,967) | | | 174.2% |
| Total Revenue | 25,338,529 | | 639,300 | 25,683,371 | | | 0 | | (344,842) | | | 101.4% |

Expenditures by State Classification

| | | | | | | | | | | | | |
|-----------------------------|-------------------|--|------------------|-------------------|--|--|--------------|--|------------------|--|--|--------------|
| Instructions | 8,414,294 | | 691,352 | 7,345,493 | | | 461 | | 1,068,340 | | | 87.3% |
| Community Service | 30,929 | | 0 | 1,394 | | | 0 | | 29,536 | | | 4.5% |
| Academic Support | 1,770,315 | | 149,953 | 1,618,842 | | | 22 | | 151,451 | | | 91.4% |
| Student Services | 2,433,792 | | 207,634 | 2,290,047 | | | 66 | | 143,678 | | | 94.1% |
| Institutional Support | 5,743,126 | | 510,981 | 5,241,913 | | | 1,511 | | 499,703 | | | 91.3% |
| Operations And Maintenances | 3,591,114 | | 642,943 | 3,096,213 | | | 0 | | 494,900 | | | 86.2% |
| Staff Benefits | 27,000 | | (43,473) | 384 | | | 0 | | 26,616 | | | 1.4% |
| Inter-Fund Appropriation | 3,327,959 | | 346,832 | 2,963,679 | | | 0 | | 364,280 | | | 89.1% |
| Expenditures Total | 25,338,529 | | 2,506,222 | 22,557,964 | | | 2,060 | | 2,778,505 | | | 89.0% |

Expenditures by Type

| | | | | | | | | | | | | |
|---------------------------------|-----------|--|---------|-----------|--|--|-------|--|---------|--|--|--------|
| General Operating | 3,316,950 | | 597,446 | 2,767,112 | | | (529) | | 550,367 | | | 83.4% |
| Contracted Services | 2,634,348 | | 239,528 | 2,319,645 | | | (164) | | 314,867 | | | 88.1% |
| Travel | 355,861 | | 28,480 | 263,868 | | | 0 | | 91,992 | | | 74.1% |
| Equipment | 513,951 | | 44,498 | 483,435 | | | 2,753 | | 27,763 | | | 94.1% |
| Utilities | 925,000 | | 113,739 | 614,694 | | | 0 | | 310,306 | | | 66.5% |
| Faculty Full Time | 4,135,571 | | 340,838 | 3,918,410 | | | 0 | | 217,161 | | | 94.7% |
| Faculty Overloads\Adjunct | 1,797,202 | | 109,409 | 1,393,013 | | | 0 | | 404,189 | | | 77.5% |
| Stipends | 401,894 | | 36,414 | 393,550 | | | 0 | | 8,344 | | | 97.9% |
| Administrator Salaries | 1,927,457 | | 202,877 | 1,933,674 | | | 0 | | (6,217) | | | 100.3% |
| Professional Technical Salaries | 2,035,533 | | 146,942 | 1,867,632 | | | 0 | | 167,901 | | | 91.8% |
| Classified Salaries | 2,121,043 | | 171,773 | 2,086,665 | | | 0 | | 34,378 | | | 98.4% |
| Part-Time Salaries | 436,941 | | 29,057 | 339,775 | | | 0 | | 97,166 | | | 77.8% |
| Staff Benefits | 1,408,819 | | 98,391 | 1,212,812 | | | 0 | | 196,007 | | | 86.1% |

GALVESTON COLLEGE
Fund 11 Education and General

| | | | | | | |
|---------------------------|------------|-------------|------------|-------|-----------|-------|
| Interfund Appropriations | 3,327,959 | 346,832 | 2,963,679 | 0 | 364,280 | 89.1% |
| Expenditures Total | 25,338,529 | 2,506,222 | 22,557,964 | 2,060 | 2,778,505 | 89.0% |
| Excess Rev/Exp | 0 | (1,866,922) | 3,125,407 | | | |

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

| | Budget 2022 | (MTD) Actual August | (YTD) Actual 2022 | Actual Encumbrances 2022 | Available 2022 | % of Budget 2022 |
|----------------------------|--------------------|------------------------|----------------------|-----------------------------|-------------------|---------------------|
| State Appropriation | | | | | | |
| Academic/Technical | \$3,527,300 | \$351,057 | \$3,695,342 | \$0 | (\$168,042) | 104.8% |
| Incentive | \$591,430 | \$36,473 | \$383,932 | \$0 | \$207,498 | 64.9% |
| Core | \$680,406 | \$68,388 | \$719,872 | \$0 | (\$39,466) | 105.8% |
| Health Insurance | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Total | \$4,799,136 | \$455,918 | \$4,799,146 | \$0 | (\$10) | 100.0% |
| Tuition | | | | | | |
| In District Tuition | \$1,071,315 | (\$105) | \$972,912 | \$0 | \$98,404 | 90.8% |
| Out of District Tuition | \$798,300 | (\$795) | \$785,607 | \$0 | \$12,693 | 98.4% |
| Non Resident Tuition | \$365,500 | \$0 | \$364,352 | \$0 | \$1,148 | 99.7% |
| CE Workforce Training | \$175,790 | \$0 | \$87,021 | \$0 | \$88,769 | 49.5% |
| CE Workforce Info Tech | \$27,337 | \$0 | \$0 | \$0 | \$27,337 | 0.0% |
| CE Workforce Health Prof | \$242,380 | \$960 | \$120,878 | \$0 | \$121,502 | 49.9% |
| CE Leisure Learning | \$46,800 | \$445 | \$31,487 | \$0 | \$15,313 | 67.3% |
| CE Childrens Programs | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Total | \$2,727,422 | \$505 | \$2,362,257 | \$0 | \$365,165 | 86.6% |
| Course Fees | | | | | | |
| Building Use Fee | \$1,172,457 | (\$504) | \$1,054,939 | \$0 | \$117,518 | 90.0% |
| Student Service Fee | \$65,763 | (\$22) | \$58,036 | \$0 | \$7,727 | 88.2% |
| General Service Fee | \$277,605 | (\$96) | \$240,139 | \$0 | \$37,466 | 86.5% |
| Registration Fee | \$175,817 | (\$116) | \$145,533 | \$0 | \$30,284 | 82.8% |
| Out of District Fee | \$451,245 | (\$382) | \$448,299 | \$0 | \$2,946 | 99.3% |
| Course and Lab fees | \$294,680 | (\$463) | \$279,633 | \$0 | \$15,047 | 94.9% |

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

| | Budget 2022 | (MTD) Actual August | (YTD) Actual 2022 | Encumbrances 2022 | Available 2022 | % of Budget 2022 |
|-------------------------------|--------------------|------------------------|----------------------|----------------------|-------------------|---------------------|
| Distance Education fee | \$195,990 | (\$91) | \$253,969 | \$0 | (\$57,979) | 129.6% |
| Distance Education fee N/R | \$16,180 | \$0 | \$11,090 | \$0 | \$5,090 | 68.5% |
| Testing Fees | \$21,800 | \$5,754 | \$33,918 | \$0 | (\$12,118) | 155.6% |
| Testing Fees GED | \$4,500 | (\$2,329) | (\$2,729) | \$0 | \$7,229 | (60.6)% |
| Testing Fees-Contract | \$6,650 | \$4,486 | \$19,645 | \$0 | (\$12,995) | 295.4% |
| Late Registration Fees | \$4,000 | (\$75) | \$7,938 | \$0 | (\$3,938) | 198.4% |
| Schedule Change Fees | \$1,720 | (\$40) | \$2,380 | \$0 | (\$660) | 138.4% |
| Student Health\Insurance Fees | \$70,850 | (\$34) | \$53,172 | \$0 | \$17,679 | 75.0% |
| SurCharge 3peat > 27 Dev hrs | \$33,000 | (\$144) | \$40,293 | \$0 | (\$7,293) | 122.1% |
| Other fees | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Total | \$2,792,257 | \$5,945 | \$2,646,255 | \$0 | \$146,002 | 94.8% |
| Exemption/Waivers | | | | | | |
| Competitive Waiver | (\$31,501) | \$0 | (\$12,458) | \$0 | (\$19,044) | 39.5% |
| Foster Care | (\$19,660) | \$0 | (\$15,808) | \$0 | (\$3,852) | 80.4% |
| Hazelwood Waiver Credit | (\$18,437) | \$85 | (\$16,384) | \$0 | (\$2,053) | 88.9% |
| Hazelwood Dependant | (\$32,103) | \$0 | (\$29,551) | \$0 | (\$2,552) | 92.1% |
| Concurrent Enrollment | (\$463) | \$0 | \$0 | \$0 | (\$463) | 0.0% |
| Blind | (\$4,169) | \$0 | (\$4,890) | \$0 | \$721 | 117.3% |
| Fireman | (\$5,559) | \$0 | (\$13,146) | \$0 | \$7,587 | 236.5% |
| Police | (\$1,390) | \$0 | \$0 | \$0 | (\$1,390) | 0.0% |
| TEC 54.052 | (\$86,165) | \$0 | (\$95,794) | \$0 | \$9,629 | 111.2% |
| Military Waiver | (\$11,118) | \$0 | (\$7,886) | \$0 | (\$3,233) | 70.9% |
| GISD Dual Credit | (\$352,482) | (\$383) | (\$254,974) | \$0 | (\$97,508) | 72.3% |
| Other | (\$2,780) | (\$958) | (\$4,661) | \$0 | \$1,881 | 167.6% |

Galveston College

Fund 11 Detail Rev\Exp

as of the end of August 2022

| | Budget | (MTD) Actual | (YTD) Actual | Encumbrances | Available | % of Budget |
|------------------------------------|-----------|--------------|--------------|--------------|------------|-------------|
| | 2022 | August | 2022 | 2022 | 2022 | 2022 |
| Exp by State Classification | | | | | | |
| Instructional | | | | | | |
| Welding | \$323,909 | \$27,155 | \$296,414 | \$696 | \$26,800 | 91.5% |
| Biology | \$355,353 | \$28,901 | \$293,079 | \$105 | \$62,169 | 82.5% |
| Biotechnology | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Chemistry | \$211,653 | \$17,787 | \$189,558 | \$212 | \$21,883 | 89.6% |
| Env Science | \$80,328 | \$2,875 | \$39,500 | \$0 | \$40,828 | 49.2% |
| Physics | \$135,658 | \$11,417 | \$101,473 | \$0 | \$34,185 | 74.8% |
| Accounting | \$76,781 | \$4,045 | \$61,068 | \$0 | \$15,713 | 79.5% |
| Accounting Tech | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Business Admin | \$15,109 | \$92 | \$5,466 | \$0 | \$9,643 | 36.2% |
| Hosp/Tourism | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Medical Office Admin | \$188,028 | \$13,813 | \$194,240 | \$0 | (\$6,212) | 103.3% |
| Logistics Op | \$99,500 | \$10,212 | \$86,479 | \$0 | \$13,021 | 86.9% |
| 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 | \$6,592 | \$94,022 | \$0 | \$22,290 | 80.8% |
| Comp. Science | \$41,983 | \$81 | \$26,239 | \$0 | \$15,744 | 62.5% |
| Comp. Tech. | \$126,684 | \$6,223 | \$78,635 | \$0 | \$48,049 | 62.1% |
| Culinary Arts | \$144,091 | \$7,991 | \$127,523 | (\$538) | \$17,106 | 88.5% |
| Cosmetology | \$234,676 | \$40,052 | \$247,626 | \$0 | (\$12,950) | 105.5% |
| Engineering | \$41,929 | \$85 | \$27,553 | \$0 | \$14,377 | 65.7% |

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

| | Budget | (MTD) Actual | (YTD) Actual | Actual | Encumbrances | Available | % of Budget |
|-------------------|-----------|--------------|--------------|--------|--------------|-----------|-------------|
| | 2022 | August | 2022 | 2022 | 2022 | 2022 | 2022 |
| Develop-Read | \$105,325 | \$6,217 | \$88,126 | \$0 | \$17,199 | 83.7% | |
| Develop-Write | \$0 | \$0 | \$0 | \$0 | \$0 | NaN | |
| Develop-Other | \$0 | \$0 | \$0 | \$0 | \$0 | NaN | |
| Education | \$9,607 | \$27 | \$8,695 | \$0 | \$912 | 90.5% | |
| English | \$262,415 | \$23,446 | \$245,957 | \$0 | \$16,458 | 93.7% | |
| Humanities | \$23,292 | \$1,551 | \$20,096 | \$0 | \$3,196 | 86.3% | |
| Philosophy | \$9,452 | \$1,261 | \$11,608 | \$0 | (\$2,156) | 122.8% | |
| Foreign Lang-SPAN | \$17,356 | \$805 | \$12,809 | \$0 | \$4,547 | 73.8% | |
| Nursing-RN | \$908,434 | \$90,907 | \$671,397 | \$0 | \$237,037 | 73.9% | |
| Nursing Admin | \$173,566 | \$15,699 | \$168,706 | \$0 | \$4,860 | 97.2% | |
| Allied Health | \$0 | \$0 | \$0 | \$0 | \$0 | NaN | |
| Clinical Research | \$0 | \$0 | \$0 | \$0 | \$0 | NaN | |
| Emer Med Serv | \$320,125 | \$32,092 | \$282,411 | \$0 | \$37,714 | 88.2% | |
| Imaging-CT | \$143,305 | \$9,458 | \$119,543 | \$0 | \$23,762 | 83.4% | |
| Imaging-MRI | \$133,687 | \$12,924 | \$136,106 | \$0 | (\$2,419) | 101.8% | |
| Imaging-Mam | \$0 | \$0 | \$0 | \$0 | \$0 | NaN | |
| Imaging-Nuclear | \$149,006 | \$8,569 | \$140,334 | \$0 | \$8,672 | 94.2% | |
| Imaging-Rad Thy | \$189,248 | \$13,113 | \$164,243 | \$0 | \$25,005 | 86.8% | |
| Imaging-Rad Tch | \$326,831 | \$26,940 | \$318,235 | (\$3) | \$8,599 | 97.4% | |
| 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 | \$135,595 | \$9,020 | \$135,717 | \$0 | (\$122) | 100.1% | |
| Surgical Tech | \$142,128 | \$14,710 | \$115,574 | \$0 | \$26,554 | 81.3% | |

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

| | Budget | (MTD) Actual | (YTD) Actual | Encumbrances | Available | % of Budget |
|----------------------------|---------------|---------------------|---------------------|---------------------|------------------|--------------------|
| | 2022 | August | 2022 | 2022 | 2022 | 2022 |
| Nursing-LVN | \$242,101 | \$22,878 | \$223,550 | \$0 | \$18,551 | 92.3% |
| Develop-Math | \$268,748 | \$17,953 | \$223,683 | \$0 | \$45,065 | 83.2% |
| Mathematics | \$349,902 | \$30,076 | \$339,888 | \$0 | \$10,014 | 97.1% |
| Auto Tech | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| HVAC Tech | \$111,803 | \$10,115 | \$101,707 | \$0 | \$10,096 | 91.0% |
| Industrial Sys | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Electrical and Electroncis | \$124,839 | \$11,643 | \$135,549 | (\$10) | (\$10,700) | 108.6% |
| Instrumentation | \$116,567 | \$13,422 | \$106,174 | \$0 | \$10,393 | 91.1% |
| Fitness Center | \$118,406 | \$13,319 | \$103,782 | \$0 | \$14,624 | 87.6% |
| Physical Ed. | \$113,126 | \$8,797 | \$105,736 | \$0 | \$7,390 | 93.5% |
| CJ-Academic | \$85,435 | \$1,535 | \$71,466 | \$0 | \$13,969 | 83.6% |
| CJ-Law Enforce | \$144,795 | \$10,806 | \$121,796 | \$0 | \$22,999 | 84.1% |
| Economics | \$59,089 | \$4,059 | \$57,609 | \$0 | \$1,480 | 97.5% |
| Government/PS | \$129,123 | \$12,378 | \$118,427 | \$0 | \$10,696 | 91.7% |
| History/Geog. | \$128,591 | \$10,173 | \$117,322 | \$0 | \$11,269 | 91.2% |
| Psychology | \$108,602 | \$6,875 | \$75,821 | \$0 | \$32,781 | 69.8% |
| Sociology | \$51,586 | \$2,029 | \$35,431 | \$0 | \$16,155 | 68.7% |
| Art | \$159,927 | \$2,400 | \$184,495 | \$0 | (\$24,568) | 115.4% |
| Digital Imaging | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Drama / Theater | \$138,575 | \$10,345 | \$125,654 | \$0 | \$12,921 | 90.7% |
| Music | \$43,178 | \$2,230 | \$37,968 | \$0 | \$5,210 | 87.9% |
| Medical Bachelors | \$199,899 | \$19,629 | \$194,804 | \$0 | \$5,095 | 97.5% |
| Nursing BSN | \$104,422 | \$18,160 | \$107,325 | \$0 | (\$2,903) | 102.8% |
| Accreditation | \$3,400 | \$0 | \$1,550 | \$0 | \$1,850 | 45.6% |

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

| | Budget | (MTD) Actual | (YTD) Actual | Encumbrances | Available | % of Budget |
|---------------------------------------|--------------------|------------------|--------------------|--------------|--------------------|-------------|
| | 2022 | August | 2022 | 2022 | 2022 | 2022 |
| Accreditation QEP | \$0 | \$0 | \$0 | \$0 | (\$0) | Infinity |
| ATD | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Faculty Dev. | \$84,380 | \$2,831 | \$55,828 | \$0 | \$28,552 | 66.2% |
| Lecture Series | \$2,400 | \$26 | \$1,330 | \$0 | \$1,070 | 55.4% |
| CE-Workforce | \$96,049 | \$2,910 | \$43,601 | \$0 | \$52,448 | 45.4% |
| CE Cisco | \$14,079 | \$0 | \$0 | \$0 | \$14,079 | 0.0% |
| CE Allied Health | \$173,906 | \$12,702 | \$146,565 | \$0 | \$27,341 | 84.3% |
| Total Instructional | \$8,414,294 | \$691,352 | \$7,345,493 | \$461 | \$1,068,340 | 87% |
| Instructional Donations | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Community Services | | | | | | |
| CE Leisure Learning | \$30,929 | \$0 | \$1,394 | \$0 | \$29,536 | 4.5% |
| CE Children Programs | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Total Community Service | \$30,929 | \$0 | \$1,394 | \$0 | \$29,536 | 4.5% |
| Academic Support | | | | | | |
| Vice President of Instruction | \$270,158 | \$20,513 | \$262,231 | \$0 | \$7,927 | 97.1% |
| Arts & Sciences Administration | \$67,093 | \$5,868 | \$65,703 | \$0 | \$1,390 | 97.9% |
| Tech\Professional Ed. Administration | \$215,184 | \$16,097 | \$211,899 | \$0 | \$3,285 | 98.5% |
| Adult & Continuing Ed. Administration | \$238,118 | \$14,854 | \$187,711 | \$0 | \$50,407 | 78.8% |
| Distance Education Administration | \$164,407 | \$10,956 | \$160,532 | \$22 | \$3,853 | 97.6% |
| Hamshire - Fannett Administration | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Grants Development | \$76,745 | \$6,510 | \$60,957 | \$0 | \$15,788 | 79.4% |
| Library & Learning Resources | \$383,261 | \$23,643 | \$356,930 | \$0 | \$26,331 | 93.1% |

Galveston College

Fund 11 Detail Rev\Exp

as of the end of August 2022

| | Budget | (MTD) Actual | (YTD) Actual | Encumbrances | Available | % of Budget |
|------------------------------------|--------------------|------------------|--------------------|--------------|------------------|--------------|
| | 2022 | August | 2022 | 2022 | 2022 | 2022 |
| Media Services | \$50,788 | \$5,145 | \$51,582 | \$0 | (\$794) | 101.6% |
| Student Success Center (Tutoring) | \$156,066 | \$13,332 | \$128,372 | \$0 | \$27,694 | 82.3% |
| Testing Center | \$148,495 | \$33,035 | \$132,926 | \$0 | \$15,569 | 89.5% |
| Total For Academic Support | \$1,770,315 | \$149,953 | \$1,618,842 | \$22 | \$151,451 | 91.4% |
| Student Services | | | | | | |
| Vice President of Student Services | \$331,200 | \$28,771 | \$322,681 | \$66 | \$8,452 | 97.4% |
| Admissions\Records | \$498,672 | \$46,314 | \$504,483 | \$0 | (\$5,811) | 101.2% |
| Campus Security | \$599,229 | \$48,645 | \$534,391 | \$0 | \$64,838 | 89.2% |
| Counseling | \$597,407 | \$46,224 | \$525,405 | \$0 | \$72,002 | 87.9% |
| Financial Aid | \$339,193 | \$29,373 | \$329,698 | \$0 | \$9,495 | 97.2% |
| Student Activities | \$68,091 | \$8,307 | \$73,389 | \$0 | (\$5,298) | 107.8% |
| Phi Theta Kappa | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Total For Student Services | \$2,433,792 | \$207,634 | \$2,290,047 | \$66 | \$143,678 | 94.1% |
| Institutional Support | | | | | | |
| Board of Regents | \$93,656 | \$2,953 | \$23,128 | \$0 | \$70,529 | 24.7% |
| President | \$482,025 | \$36,662 | \$418,622 | \$0 | \$63,403 | 86.8% |
| General Institutional Expenses | \$314,148 | \$13,828 | \$209,687 | \$0 | \$104,461 | 66.7% |
| Vice President for Administration | \$195,552 | \$18,628 | \$192,650 | \$0 | \$2,902 | 98.5% |
| Business Services | \$773,261 | \$112,780 | \$757,942 | (\$165) | \$15,485 | 98.0% |
| Human Resources & Risk Mgmt. | \$465,840 | \$36,229 | \$442,654 | \$0 | \$23,186 | 95.0% |
| Professional Development | \$8,500 | \$0 | \$5,482 | \$0 | \$3,018 | 64.5% |
| Purchasing | \$85,436 | \$9,147 | \$86,139 | \$0 | (\$703) | 100.8% |
| Research and Planning | \$224,254 | \$14,616 | \$211,271 | \$0 | \$12,983 | 94.2% |

Galveston College

Fund 11 Detail Rev\Exp

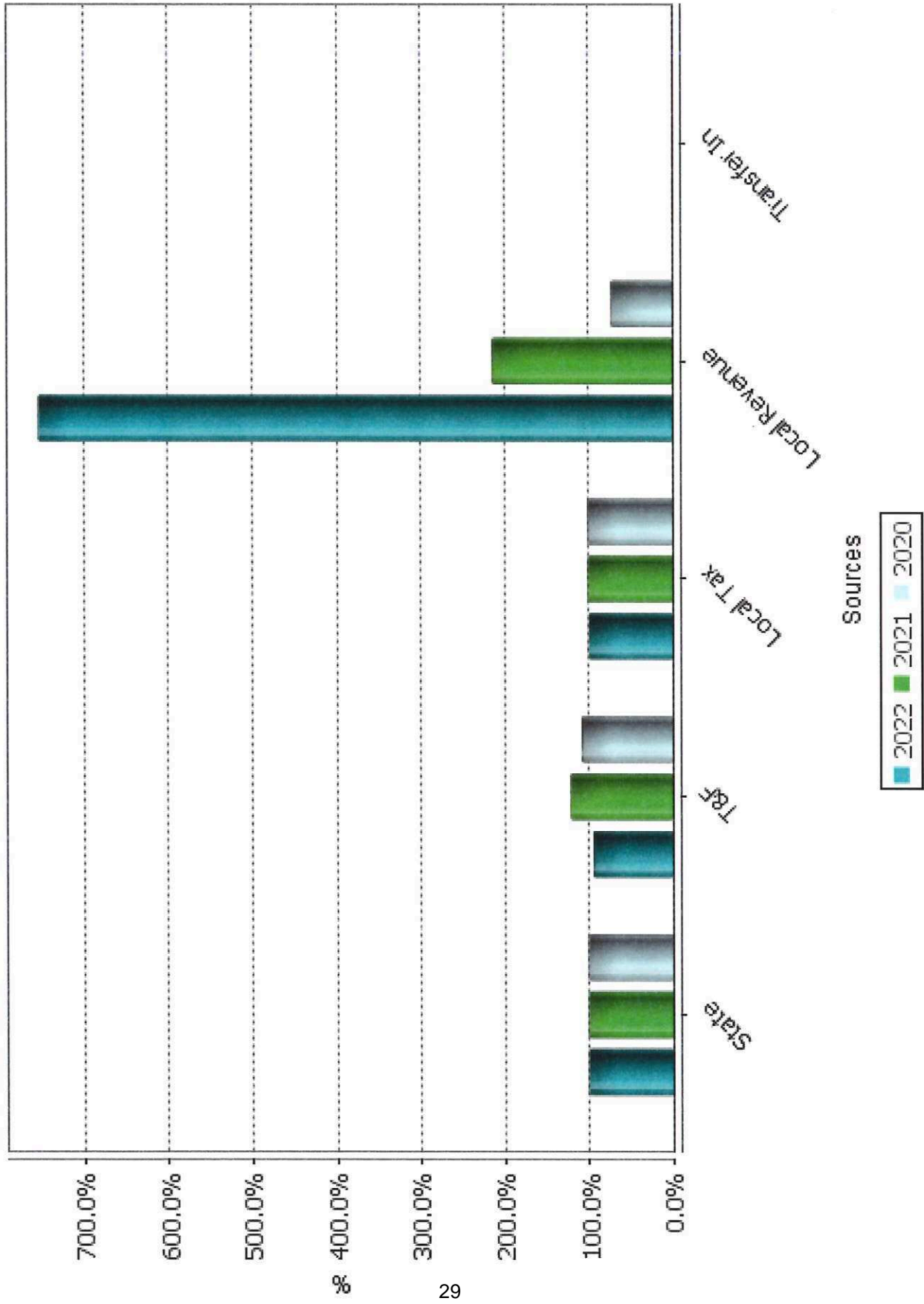
as of the end of August 2022

| | Budget 2022 | (MTD) Actual August | (YTD) Actual 2022 | Actual Encumbrances 2022 | Available 2022 | % of Budget 2022 |
|--|--------------------|------------------------|----------------------|-----------------------------|-------------------|---------------------|
| Information Technology | \$1,868,135 | \$147,350 | \$1,805,939 | \$3,127 | \$59,068 | 96.7% |
| Communications | \$247,577 | \$12,779 | \$187,208 | \$0 | \$60,369 | 75.6% |
| Vice Pres. Community Engagement | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Development | \$259,140 | \$21,581 | \$238,823 | \$0 | \$20,317 | 92.2% |
| GC Foundation | \$67,148 | \$5,411 | \$59,060 | \$0 | \$8,088 | 88.0% |
| Marketing & Media | \$658,454 | \$79,016 | \$603,309 | (\$1,451) | \$56,596 | 91.6% |
| Total for Institutional Support | \$5,743,126 | \$510,981 | \$5,241,913 | \$1,511 | \$499,703 | 91.3% |
| Staff Benefits | | | | | | |
| Staff Benefits - State Eligible | \$27,000 | (\$43,588) | \$0 | \$0 | \$27,000 | 0.0% |
| Staff Benefits - Non-State Eligible | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Staff Benefits - Retirees | \$0 | \$115 | \$384 | \$0 | (\$384) | Infinity |
| Total For Staff Benefits | \$27,000 | (\$43,473) | \$384 | \$0 | \$26,616 | 1.4% |
| Operations and Maintenance | | | | | | |
| Plant Administration | \$708,768 | \$14,327 | \$653,665 | \$0 | \$55,103 | 92.2% |
| Building Maintenance | \$1,441,335 | \$470,026 | \$1,307,484 | \$0 | \$133,850 | 90.7% |
| Custodial Services | \$512,992 | \$43,013 | \$465,446 | \$0 | \$47,546 | 90.7% |
| Custodial Services Tech Center | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Grounds Maintenance | \$65,819 | \$13,177 | \$67,110 | \$0 | (\$1,291) | 102.0% |
| Grounds Maintenance Tech Cente | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Transportation | \$32,200 | \$185 | \$27,878 | \$0 | \$4,322 | 86.6% |
| Utilities | \$725,000 | \$91,581 | \$531,022 | \$0 | \$193,978 | 73.2% |
| Utilities Tech Center | \$105,000 | \$10,634 | \$43,609 | \$0 | \$61,391 | 41.5% |
| Total for Operations and M... | \$3,591,114 | \$642,943 | \$3,096,213 | \$0 | \$494,900 | 86.2% |

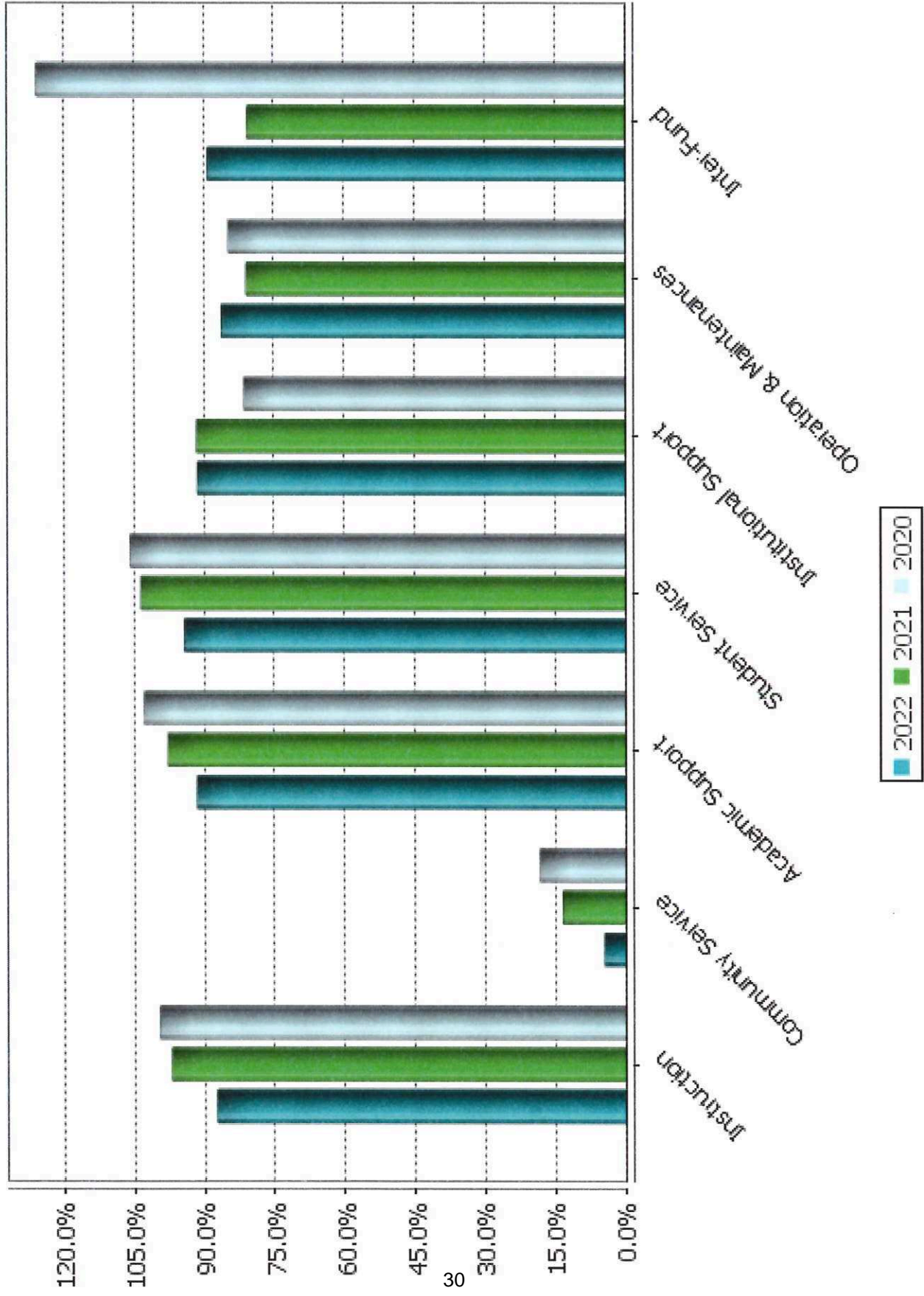
Galveston College
Fund 11 Detail Rev\Exp
as of the end of August 2022

| | Budget | (MTD) Actual | (YTD) Actual | Encumbrances | Available | % of Budget |
|--|---------------------|---------------------|---------------------|---------------------|--------------------|--------------------|
| | 2022 | August | 2022 | 2022 | 2022 | 2022 |
| Inter-fund Appropriations | | | | | | |
| Transfers to Auxiliary | \$496,484 | \$54,399 | \$297,907 | \$0 | \$198,577 | 60.0% |
| Transfers to Student Activity Fund | \$65,763 | (\$22) | \$58,036 | \$0 | \$7,727 | 88.2% |
| Transfer to State Eligible Ben | \$1,430,959 | \$185,870 | \$1,285,343 | \$0 | \$145,616 | 89.8% |
| Transfers to State Grants & Aid | \$134,753 | \$6,585 | \$122,393 | \$0 | \$12,360 | 90.8% |
| Transfers to Bond Revenue | \$1,200,000 | \$100,000 | \$1,200,000 | \$0 | \$0 | 100.0% |
| Transfer to Construction | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Transfers to Capital Project | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Transfers to Fixed Assets | \$0 | \$0 | \$0 | \$0 | \$0 | NaN |
| Total Inter-fund Appropriations | \$3,327,959 | \$346,832 | \$2,963,679 | \$0 | \$364,280 | 89.1% |
| Expenditures Totals | | | | | | |
| | \$25,338,529 | \$2,506,222 | \$22,557,964 | \$2,060 | \$2,778,505 | 89.0% |

3 Year Revenue by Percentage (YTD)



Three Year Expense by Percentage (TYD)



**Auxiliary fund
as of August 31, 2022**

| August 31, 2022 | Current year | | Current year | | Current ... | | Current year | | Current year | |
|--|--------------------|-----------------|--------------------|--------------|-------------|------------------|--------------|------|--------------|--|
| | Budget | (MTD) Actual | August | (YTD) Act... | Encumbr... | Remaining | % Expended | 2022 | 2022 | |
| | 2022 | | | 2022 | 2022 | | | | | |
| Revenue by State Classification | | | | | | | | | | |
| Interfund Appropriations | \$496,484 | \$54,399 | \$297,907 | \$0 | \$0 | \$198,577 | 60% | | | |
| Bookstore Commission | \$45,000 | \$8,239 | \$44,069 | \$0 | \$0 | \$931 | 98% | | | |
| Student housing | \$343,995 | \$4,328 | \$369,603 | \$0 | \$0 | (\$25,608) | 107% | | | |
| Food Service | \$384,795 | \$4,963 | \$386,884 | \$0 | \$0 | (\$2,089) | 101% | | | |
| Special Event | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | NaN | | | |
| Sales and Services | \$186,460 | \$14,982 | \$150,656 | \$0 | \$0 | \$35,804 | 81% | | | |
| Total Revenue | \$1,456,734 | \$86,910 | \$1,249,119 | \$0 | \$0 | \$207,615 | 86% | | | |

| Expenditures by Department | | | | | | | | | | |
|-----------------------------------|------------------|---------------|------------------|-----------------|-----------------|------------------|------------|--|--|--|
| Bookstore(retiree) | 0 | 0 | 0 | 0 | 0 | \$0 | NaN | | | |
| Student Housing | 17,290 | 196 | 10,013 | 0 | 0 | \$7,277 | 58% | | | |
| Food Service | 316,412 | 0 | 302,128 | 0 | 0 | \$14,284 | 95% | | | |
| Print Shop | 132,500 | 14,762 | 94,415 | 0 | 0 | \$38,085 | 71% | | | |
| Special Event | 0 | 0 | 0 | 0 | 0 | \$0 | NaN | | | |
| Athletics General | 86,236 | 5,313 | 81,366 | 0 | 0 | \$4,870 | 94% | | | |
| Baseball | 390,447 | 17,175 | 354,433 | 2,449 | 2,449 | \$33,565 | 91% | | | |
| Softball | 321,461 | 16,762 | 278,427 | 2,109 | 2,109 | \$40,925 | 87% | | | |
| General Institutional | 192,388 | 42,168 | 130,047 | 0 | 0 | \$62,341 | 68% | | | |
| Expenditures Total | 1,456,734 | 96,376 | 1,250,828 | 4,557.61 | 4,557.61 | \$201,349 | 86% | | | |

**Auxiliary fund
as of August 31, 2022**

| | | | | | | | | | |
|---------------------------|------------------|---------------|------------------|-----------------|-------------------|------------|--|--|--|
| Expenditures by Type | | | | | | | | | |
| General Operating | 225,312 | 48,909 | 159,609 | 0 | 65,702.96 | 71% | | | |
| Contracted Services | 439,543 | 8,395 | 397,209 | 0 | 42,333.73 | 90% | | | |
| Travel | 72,338 | 229 | 63,607 | 0 | 8,731.00 | 88% | | | |
| Equipment | 56,625 | 12,715 | 46,646 | 4,558 | 5,421.44 | 82% | | | |
| Special Event | 0 | 0 | 0 | 0 | 0.00 | NaN | | | |
| Transfer to Scholars... | 25,000 | 0 | 25,000 | 0 | 0.00 | 100% | | | |
| Scholarships | 362,980 | 2,292 | 312,078 | 0 | 50,901.57 | 86% | | | |
| Salaries & Stipends | 210,621 | 17,936 | 191,274 | 0 | 19,346.71 | 91% | | | |
| Staff Benefits | 64,315 | 5,901 | 55,404 | 0 | 8,911.40 | 86% | | | |
| Expenditures Total | 1,456,734 | 96,376 | 1,250,828 | 4,557.61 | 201,348.81 | 86% | | | |

**Student Service Fund
as of August 31, 2022**

| August 31, 2022 | Current year | | Current year | | Current ... | | Current year | |
|--|-----------------|---------------|-----------------|--------------|-------------|----------------|--------------|------|
| | Budget | (MTD) Actual | August | (YTD) Act... | Encumbr... | Remaining | % Expended | 2022 |
| Revenue by State Classification | | | | | | | | |
| Interfund Appropriations | \$65,763 | (\$22) | \$58,036 | \$0 | \$0 | \$7,727 | 88% | |
| Fund Balance Transfer | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | NaN | |
| Total Revenue | \$65,763 | (\$22) | \$58,036 | \$0 | \$0 | \$7,727 | 88% | |

Expenditures by Department

| | | | | | | | |
|---------------------------|---------------|--------------|---------------|----------|----------|-----------------|------------|
| Student Activities | 39,363 | 3,624 | 23,599 | 0 | 0 | \$15,764 | 60% |
| Student Government | 23,800 | 0 | 4,995 | 0 | 0 | \$18,805 | 21% |
| Phi Theta Kappa | 2,600 | 0 | 584 | 0 | 0 | \$2,016 | 22% |
| Expenditures Total | 65,763 | 3,624 | 29,178 | 0 | 0 | \$36,585 | 44% |

Expenditures by Type

| | | | | | | | |
|---------------------------|---------------|--------------|---------------|----------|----------|---------------|------------|
| General Operating | 38,263 | 3,624 | 21,613 | 0 | 0 | 16,651 | 56% |
| Contracted Services | 0 | 0 | 0 | 0 | 0 | 0 | |
| Travel | 17,500 | 0 | 7,075 | 0 | 0 | 10,425 | 40% |
| Equipment | 0 | 0 | 0 | 0 | 0 | 0 | NaN |
| Scholarships | 0 | 0 | 0 | 0 | 0 | 0 | |
| Salaries & Stipends | 10,000 | 0 | 490 | 0 | 0 | 9,510 | |
| Staff Benefits | 0 | 0 | 0 | 0 | 0 | 0 | |
| Expenditures Total | 65,763 | 3,624 | 29,178 | 0 | 0 | 36,585 | 44% |

GALVESTON COLLEGE
Construction\Capital Project fund
as of August 31, 2022

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

August 31, 2022

Fund 71

Future Expendion Real Estate

| | Current year Budget 2022 | Current year (MTD) Actual August | Current year (YTD) Actual 2022 | Current year Encumbrances 2022 | Current year Remaining 2022 |
|---|--------------------------------|--|--------------------------------------|--------------------------------------|-----------------------------------|
| 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 | | | | | |
| Soffball Field and Parking Construction | 482,740 | 0 | 0 | 0 | 482,740 |
| Parking Archt & Engr fees | 67,260 | 10,200 | 55,760 | 12,300 | (800) |
| landscaping | 250,000 | 0 | 65,198 | 0 | 184,802 |
| landscaping Archt & Engr fees | 25,000 | 0 | 0 | 0 | 25,000 |
| Leas\Building Purchase | 300,000 | 0 | 542,039 | 0 | (242,039) |
| Expenditures Total | 1,125,000 | 10,200 | 662,997 | 12,300 | 449,703 |

Nursing Health Science Building

| | Current year Budget 2022 | Current year (MTD) Actual August | Current year (YTD) Actual 2022 | Current year Encumbrances 2022 | Current year Remaining 2022 |
|---------------------------|--------------------------------|--|--------------------------------------|--------------------------------------|-----------------------------------|
| Revenue | | | | | |
| Bond Proceeds | 30,000,000 | 3,852,165 | 5,066,971 | 0 | 24,933,029 |
| Total Revenue | 30,000,000 | 3,852,165 | 5,066,971 | 0 | 24,933,029 |
| 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 | 3,779,227 | 3,867,465 | 0 | 20,132,535 |
| Archt and Engr Fees | 2,419,000 | 72,938 | 1,199,506 | 0 | 1,219,494 |
| Expenditures Total | 30,000,000 | 3,852,165 | 5,066,971 | 0 | 24,933,029 |

Fund Revenue Total

| | | | | | |
|--|------------|-----------|-----------|---|------------|
| | 31,125,000 | 3,852,165 | 5,066,971 | 0 | 26,058,029 |
|--|------------|-----------|-----------|---|------------|

Fund Expenditures Total

| | | | | | |
|--|------------|-----------|-----------|--------|------------|
| | 31,125,000 | 3,862,365 | 5,729,968 | 12,300 | 25,382,732 |
|--|------------|-----------|-----------|--------|------------|

GALVESTON COLLEGE
Construction\Capital Project fund
as of August 31, 2022

| August 31, 2022 | Current year Budget 2022 | Current year (MTD) Actual August | Current year (YTD) Actual 2022 | Current year Encumbrances 2022 | Current year Remaining 2022 |
|----------------------|-----------------------------|--|--------------------------------------|--------------------------------------|-----------------------------------|
| Fund 71 total | | (10,200) | (662,997) | (12,300) | |

GALVESTON COLLEGE
Construction\Capital Project fund
as of August 31, 2022

August 31, 2022

| | Current year Budget 2022 | Current year (MTD) Actual August | 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 | 0 |
| Total Revenue | 0 | 0 | 0 | 0 | 0 |

Expenditures

IT/Media

| | | | | | |
|--------------------------------|----------|----------|----------------|----------|------------------|
| Computer Equipment Non-Capital | 0 | 0 | 109,880 | 0 | (109,880) |
| Contracted Services | 0 | 0 | 6,456 | 0 | (6,456) |
| Expenditures Total | 0 | 0 | 116,336 | 0 | (116,336) |

Fund Revenue Total

| | | | | | |
|--|---|---|---|---|---|
| | 0 | 0 | 0 | 0 | 0 |
|--|---|---|---|---|---|

Fund Expenditures Total

| | | | | | |
|--|---|---|---------|-----------|-----------|
| | 0 | 0 | 116,336 | (116,336) | (116,336) |
|--|---|---|---------|-----------|-----------|

Fund 72 total

| | | | | | |
|--|---|---|-----------|-----------|-----------|
| | 0 | 0 | (116,336) | (116,336) | (116,336) |
|--|---|---|-----------|-----------|-----------|

GALVESTON COLLEGE
Bond Funds 51, 52, 53

| | Current year Budget 2022 | Current year (MTD) Actual August | Current year (YTD) Actual 2022 | Current year Encumbrances 2022 | Current year Remaining 2022 | Current ... % Expended 2022 | Prior Year % Expended 2021 |
|---|--------------------------|----------------------------------|--------------------------------|--------------------------------|-----------------------------|-----------------------------|----------------------------|
| fund 51 Revenue- Bond proceeds\Revenue | | | | | | | |
| Bond Proceeds-Construction Gross * | 31,800,000 | | 32,094,677 | | | | |
| Interest income-Bond | 0 | 55,784 | 144,801 | | | | |
| Expenses | | | | | | | |
| Professional Services-Bond-Exp | 300,000 | 0 | 282,769 | 0 | 17,231 | 100.9% | |
| Transfers to Construction Exp | 30,000,000 | 3,852,165 | 5,066,971 | 0 | 24,933,029 | 16.9% | |
| Transfers to Bond Reserve (N/A) | 1,800,000 | 0 | 0 | 0 | 1,800,000 | | |
| Bond Funds Available | | | \$26,889,738 | | | | |
| Fund 51 Revenue-Bond Payment | | | | | | | |
| Revenue | | | | | | | |
| Transfer from E&G | 1,200,000 | 100,000 | 1,200,000 | 0 | 0 | 100.0% | |
| Expenses | | | | | | | |
| Transfer to Interest and sinking | 900,000 | 320,619 | 477,366 | 0 | 422,634 | 53.0% | |
| fund 52 Bond Intrest and Sinking Fund | | | | | | | |
| Transfer from Bond Revenue Fd 51 | 900,000 | 320,619 | 477,366 | 0 | 422,634 | 53.0% | |
| Total Fund Revenue | 900,000 | 320,619 | 477,366 | 0 | 422,634 | 53.0% | |
| Expenses | | | | | | | |
| Bond Redemption Principal | 439,000 | 0 | 0 | 0 | 439,000 | 0.0% | |
| Bond Redemption Intrest | 460,000 | 320,619 | 477,366 | 0 | (17,366) | 103.8% | |
| Professional Services | 1,000 | 0 | 0 | 0 | 1,000 | 0.0% | |
| Expenditures Total | 900,000 | 320,619 | 477,366 | 0 | 422,634 | 53.0% | |
| fund 53 Bond Reserve | | | | | | | |
| Bond Proceeds-Establish Bond Reserve ** | 1,800,000 | 3,404 | 1,869,010 | 0 | | | |
| Total Fund | 1,800,000 | 3,404 | 1,869,010 | 0 | | | |

* Bond Funds Received for Construction

** Bond Funds Received for Bond Reserve- Requires 1 Year Bond Payment to be Set Aside Until Maturity

Presentation of Chief Executive Officer Certification and
Report Under Texas Education Code, Section 51.253(c) for the
2021-22 Academic Year – First through Fourth Quarters

During the 86th Texas Legislative Session, Senate Bill No. 212 was passed amending SECTION 1, Chapter 51, Education Code by adding Subchapter E-2. This act addresses reporting incidents of sexual harassment, sexual assault, dating violence, and stalking. Section 51.253 outlines the administrative reporting requirements that include submission by the chief executive officer to the institution's governing body at least once per school year, in the fall or spring, of those reports received under Section 51.252.

Dr. W. Myles Shelton, the College's chief executive officer, will present the certification and report for the first through fourth quarters of the 2021-22 academic year.



Chief Executive Officer Report

TO: **Galveston College Board of Regents**
FROM: **W. Myles Shelton, President**
DATE: **September 21, 2022**
RE: **Chief Executive Officer Reporting Requirements under Tex. Educ. Code § 51.253(c)**

Under the Texas Education Code (TEC), Section 51.253(c), the institution's Chief Executive Officer is required to submit a report at least once during each fall or spring semester to the institution's governing body and post on the institution's internet website a report concerning the reports received by employees under the TEC, Section 51.252, concerning "sexual harassment," "sexual assault," "dating violence," or "stalking" as defined in the TEC, Section 51.251, and any disciplinary actions taken under TEC, Section 51.255.

For the purposes of complying with the Chief Executive Officer's reporting requirements under TEC, Section 51.253(c), the attached summary data report¹ includes all of the required reporting information to the **Galveston College Board of Regents** for the 2021-2022 academic year. The summary data report is categorized based on the reporting requirements under TEC, Section 51.253(c). The reports received may be applicable in multiple reporting categories, and therefore, the summary data in the categories may not add up to the totals of other categories.

1. The summary data report is also posted on the [TEC Code 51.253\(c\) CEO Report](#) as per the public reporting requirements under TEC, Section 51.253(c).

Note: Any additional reports received by the Title IX Coordinator that do not meet the required reporting criteria in the Texas Education Code have been omitted for the compliance purposes of this specific report.

¹ When identifiable, duplicate reports were consolidated and counted as one report in the summary data, and confidential employee reporting is noted as a sub-set to the total number of reports received.

**CEO Summary Data Report
2021-2022 Academic Year**

| Texas Education Code, Section 51.252 | |
|--|----------|
| Number of reports received under Section 51.252 | 3 |
| Number of confidential reports ² under Section 51.252 | 0 |
| Number of investigations conducted under Section 51.252 | 3 |
| Disposition ³ of any disciplinary processes for reports under Section 51.252: | |
| a. Concluded, No Finding of Policy Violation | 3 |
| b. Concluded, with Employee Disciplinary Sanction | 0 |
| c. Concluded, with Student Disciplinary Sanction | 0 |
| d. SUBTOTAL | 0 |
| Number of reports under Section 51.252 for which the institution determined not to initiate a disciplinary process | 3 |

| Texas Education Code, Section 51.255 | |
|--|----------|
| Number of reports received that include allegations of an employee's failure to report or who submits a false report to the institution under Section 51.255(a) | 0 |
| Any disciplinary action taken, regarding failure to report or false reports to the institution under Section 51.255(c) : | |
| a. Employee termination | 0 |
| b. Institutional intent to termination, in lieu of employee resignation | 0 |

² "Number of confidential reports" is a sub-set of the total number of reports that were received under Section 51.252, by a confidential employee or office (e.g., Counseling Center, Student Health Center, Victim Advocate for Students, or Student Ombuds).

³ "Disposition" means "final result under the institution's disciplinary process" as defined in the Texas Higher Education Coordinating Board's (THECB) rules for TEC, Section 51.259. [See 19 Texas Administrative Code, Section 3.6(3) (2019)]; therefore, pending disciplinary processes will not be listed until the final result is rendered.

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 Approval of Renewing Ellucian Annual Contract for CRM Advise and Student Planning Under the Department of Education Title V Grant for Fiscal Year 2022-2023 | _____ | _____ | _____ | 47 |
| #2 – Consider Approval of Proposal for Ellucian Colleague Consultant Service | _____ | _____ | _____ | 48 |
| #3 – Consider Approval of Updated Instructional Agreement for Dual Credit/Early Admissions Enrollment Classes for Academic Year 2022-23 with Hamshire-Fannett | _____ | _____ | _____ | 60 |
| #4 – Consider Approval of the Facilities Committee Recommendation Regarding Bids for the New Parking Lot Located on the North Side of Avenue Q | _____ | ✓ | _____ | 74 |
| #5 – Consider Approval of Facilities Committee Recommendation on the Proposal for the Architectural and Engineering Services for Renovation of the Second Floor Northern Building and Other Associated Areas | _____ | ✓ | _____ | 75 |
| #6 - Consider Approval of the Facilities Committee Recommendation on the Proposed Fifth Amendment to the Lease Agreement Between Galveston College and McCoy Corporation | _____ | ✓ | _____ | 80 |
| #7 – Consider Approval of the Facilities Committee Recommendation on Authorizing the College President to Enter Into a Contract With an Electricity Provider Through the Houston-Galveston Area Council (H-GAC) Interlocal Agreement | _____ | ✓ | _____ | 84 |
| #8 – Consider Approval of Facilities Committee recommendation on Proposal to Replace Moody ⁴¹ Hall Window Seals | _____ | ✓ | _____ | 85 |

Consider Approval of the Expenditure for the Ellucian Annual Contract for CRM Advise and Student Planning Under the Department of Education Title V Grant for Fiscal Year 2022-2023

Staff is requesting Board approval of the yearly expenditure for the contract with Ellucian Company L.P for CRM Advise and Student Planning. The original contract was awarded in 2019 with a five-year commitment using approved Title V funds. The original contract was awarded by the formal bidding process.

The cost for fiscal year 2022-2023, is \$50,585.00, staff is requesting Board approval to release funds for this expense. The annual contractual expense is an approved budget item under the Title V grant.

Consider Approval of Proposal for Ellucian Colleague Consultant Services

A request for proposals (RFP) for Ellucian Colleague® programming, maintenance, and consulting services was sent to four vendors and was advertised twice in the local newspaper.

Proposals were received from Ferrilli and Campus Works. Staff recommends approving the proposal submitted by Ferrilli. The expected length of this contract is three years (36 months) with an annual fee of \$318,000 and a total cost of \$954,000. In addition, the College reserves the right to extend this contract without rebidding it for an additional three-year period.

This recommendation was based on the following:

- Over the past four years Ferrilli and their employees have provided excellent service to Galveston College;
- The current annual fee will remain steady for the next three years; and
- Ferrilli will provide one (1) full time “Flexpert” to assist Galveston College. This full-time employee will work two (2) weeks on campus and two (2) weeks remotely every month.

The source of funding will be the Education and General Fund. Proposals are available for review upon request.

| | Proposed # of staff | Monthly / Annual Rate | Hours spent on campus | Blended hourly rate for additional hours outside the contract |
|--|---------------------|-----------------------|--|---|
| Ferrilli | | | | |
| Services Performed: Colleague student, Finance, Self-Service, Student Planning, CRM Advise, Residence life, FACTS, Synoptix, Business objects, Unidata, SQL Support. | 1 | \$26,500 / \$318,000 | Two (2) weeks on campus and two (2) weeks remote support per month | \$180.00 |
| Campus Works | | | | |
| Services Provided: All necessary Ellucian Colleague programming, maintenance, and consulting services. | 1 | \$35,533 / \$426,396 | Two (2) weeks on campus and two (2) weeks remote support per month | \$185.00 + travel expenses |

Scope of Work

| | |
|--|---|
| Job Name | Ellucian Colleague Consultant Services 2022 |
| Institution | Galveston College |
| Contract Contact | Van Patterson |
| Job Contact | Jason Smith |
| Hereafter referred to as "Client" | |

| | |
|-------------------------------|--|
| Assigned Consultant | TBD |
| Scheduled Dates: | Dates will be scheduled upon signature of proposal and availability. |
| Account Manager: | Ashleigh Mayer |
| Account Manager Phone: | (610) 340-3172 |

Scope of Work:

Ferrilli consultants will provide an unmatched quality of subject matter expertise for maintaining the College's current investment in Ellucian Colleague software through programming, maintenance and consulting services to improve Colleague utilization. Our (3) year plan (with the option of 1, 3- year renewal) focuses on alignment of all Colleague functional components with the goals of Galveston to drive student success while at the same time, increasing efficiency, maximizing effectiveness, promoting ease-of-use, and engaging the local community. Your contract with Ferrilli will allow us to deliver a higher level of service more cost effectively through scale and specialization. You get access to knowledge, solutions, and innovations that you could not achieve in isolation. Ferrilli has a high-performance culture.

What's Included

1FTEE Flexpert Supporting:

- CORE
- Security
 - Quarterly Security Audits
- Colleague Administration
 - Colleague Software Updates (Patches)

- WebAdvisor, UI, Self Service, and Colleague API Install and Upgrades
- DMI Configuration and Tuning
- Environment Cloning
- WebAdvisor Performance Tuning
- Self Service Performance Tuning
- Web UI Performance Tuning
- Database Administration
 - Colleague Database Maintenance
 - Unidata and MS SQL Upgrades
- Operation System Administration
 - Operating Systems Upgrades
 - Disk Cleanup
 - Windows Updates
- Web Server Administration
 - Tomcat Upgrades
 - IIS Tuning
 - Server Certificate Management
- Communication
 - Monthly report
 - Weekly meetings
- Extras
 - Informer Performance Tuning and Upgrades
 - Colleague LDAP Integration Management (WebAdvisor and Self-Service authentication)
- Additional Applications/Modules to Support:
 - Dynamic Forms
 - MyGC
 - CRM Advise
 - Financial Aid Self-Service
 - Student Planning
 - Housing
 - Informer
 - AutoGrad
 - Award Spring
 - Koha
 - Trimdata (FA Link for Bookstore)
 - AEFIS
 - Enrole
 - Zogotech
 - Synoptix
 - Business Objects

- Envision/Colleague Studio
- Microsoft SharePoint Administration
- Azure SSO Implementation

Ferrilli's Flexpert® model gives Galveston College just-in-time, temporary access to the experts you need to help you efficiently achieve your goals. The flexible staffing arrangement will let Galveston flex out staff and bring in others that the college needs. Moving forward, it is about innovation, cost reduction, and results. As we look to ensure that the Colleague ERP aligns with the institution's strategic goals, we will start by realigning the resources and organizing priorities. Utilizing Ferrilli's consultants will support a more streamlined and more efficient, Colleague ERP with a targeted focus on supporting and enabling the students, faculty and staff.

Schedule: 2 weeks onsite per month-- if circumstances beyond Ferrilli's control, including, but not limited to: acts of God; accident; labor disruption; acts, omissions, or defaults of third parties; official, governmental, and judicial actions or orders; or national and international epidemics and pandemics cause Client to request Ferrilli not travel to Client and not provide Client with on-site support Ferrilli will try to make up the time offsite to the best of their ability during the duration of the contract term.

PRICING

This proposal will cost \$26,500/month for (\$318,000 annualized) for 36 months.-- (with the option of 1, 3 year renewal at a rate of \$27,295/month and \$327,540 annually)

*Prices Includes Travel and Expenses:

* In the event, however, that circumstances beyond Ferrilli's control, including, but not limited to: acts of God; accident; labor disruption; acts, omissions, or defaults of third parties; official, governmental, and judicial actions or orders; or national and international epidemics and pandemics cause Client to request Ferrilli not travel to Client and not provide Client with on-site support, the quoted prices and fees will remain unchanged.

Approach/Methodology:

- Support requests will be logged in Galveston's Help Desk system
- Projects will be prioritized and scheduled in collaboration with Galveston Director of IT and Ferrilli staff

Deliverables:

- Monthly status reports
- Documentation

Client Responsibilities:

- Access to VPN and associated applications

Location of Work:

Both

Pricing:

Monthly Rate: \$26,500.00

Term Months: 36

Total: \$954,000.00

1. All prices shall be held open for [30] days.
2. All orders are subject to the terms and conditions included with this job order.
3. Job order effective upon receipt of signed acceptance by client.

Ferrilli Signature:



Robert Ferrilli, President

Date: 8.24.22

Accepted as to job order and terms and conditions.

Client Signature & Date:

X _____

Ferrilli is a technology services provider that helps higher education transform technology into accomplishment.

Our company was founded in 2002 to fulfill the need for IT service professionals who truly understand the unique needs and challenges of higher education.

Our clients value our integrity, reliability, specialized experience, and diverse range of capability. They tell us that working with Ferrilli is like having a trusted partner or a skilled extension of their staff on-call 24/7/365. We are called upon to solve problems, or as a strategic partner who can help map out the best way forward.

With the right people in place, there's
no limit to what **you can accomplish.**

What you can expect.

- Our goal is the same as your goal—student success—and we focus our experience, creativity, and expertise to help achieve it on every assignment, large or small.
- Every institution is unique. That's why we take the time to get to know you. We listen and ask the right questions in order to thoroughly understand your needs and culture before ever making a single recommendation.
- Think of us as a fully capable strategic partner who can solve a pressing technology problem, perform a technology audit or provide the advice and support you need on any project.
- On every assignment, we objectively look for ways to maximize your return on technology and offer those suggestions to you. That's the Ferrilli way.
- We stand by our work and performance with unconditional support. We guarantee it.

Introduction

Thank you for the opportunity to submit this proposal for our services. This proposal provides information regarding our company, overview of the assignment and associated timing and cost.

We hope that you will choose Ferrilli and allow us to demonstrate the difference that dedicated customer-centric service, a proactive approach and deep higher education experience can make on student success.

It has been our experience that clients tend to think of Ferrilli in singular terms, such as the specific service we provided for them. Later, they are typically surprised to learn about our full range of capability. We want to emphasize from the start that when it comes to IT services for Higher Education, Ferrilli is ready and able to assist you in a variety of ways.

The relationship we have with each client is something we cherish. While we are known for our proactive approach, please remember that we are always ready to help with any question, concern or additional needs you may have—just ask. We look forward to serving you.

Relationships are at
the heart of what we do.

Please direct questions regarding any portion of this proposal to:

NAME: Ashleigh Mayer

TITLE: Technology Account Manager

PHONE: (610) 340-3172

EMAIL: amayer@ferrilli.com

Ferrilli Services

The following list provides a general overview of our services. Please contact us if you have questions regarding additional technology services that are not listed here.

Strategic Technology Consulting and Planning

We will help establish a clear vision for your technology moving forward, set realistic goals, plan, implement and measure overall success.

Technology Effectiveness Assessments

We will help you assess institutional goals; gather input and feedback from students, faculty and staff campus-wide; identify solutions; develop initiatives aligned with priorities. The end deliverable is a solid plan, complete with strong buy-in and the budget required to achieve your goals.

Leadership and Managed Services

Our professionals have the skills and experience to keep your initiatives on track and perform seamlessly in a leadership capacity for as long as needed. We can also provide assistance with an executive search to fill a permanent position.

Dedicated Project Services

Available on a per-project basis to fulfill most higher education IT service needs, including custom programming, technical support, implementations, migrations, upgrades, enhancements and more!

System Administration Services

Comprehensive administration of the ERP application, database and operating system, including software updates, database maintenance, environment cloning, 24/7 monitoring and response, performance tuning and upgrades.

Interim Staffing

Should your institution suddenly face a vacancy or leave of absence among essential technology personnel, Ferrilli can provide functional and technical expertise that will not only fill the gap, but deliver beyond expectations.

The Ferrilli Experience can best be summed up as the unique combination of the following attributes:

Deep higher education expertise

All team members possess a professional background in higher education, providing valuable insight to help solve your institution's biggest challenges.

Holistic approach

We approach every assignment knowing that the only way to improve student success and institutional effectiveness is to make sure that students, strategy, culture and technology are aligned.

Perpetually proactive, value-add philosophy

We constantly look for ways to unlock potential and add value in all we do for you.

Unparalleled commitment to customer service and satisfaction

For Ferrilli, this isn't an empty sales claim. It's intrinsic to our corporate culture.

Real-world mentoring

Our mentors have spent their careers immersed in the unique challenges of management in today's higher education environment. That's the kind of experience you can count on to help candidates transition successfully into new roles.

Independent, objective advice up front

We don't sell hardware or software. We solve problems and suggest ways to help you achieve more.

TERMS AND CONDITIONS

1. Services

Ferrilli will provide services as directed in the completion of the tasks set forth in the attached scope of work. The scope of work, together with these Terms and Conditions, shall constitute the parties' Agreement. Ferrilli agrees to keep the Client regularly informed of the progress of work performed under this Agreement.

2. Compensation

The Client will pay Ferrilli the agreed upon costs as set forth in the scope of work. Ferrilli will invoice on the basis set forth in the scope of work for labor with payment due as set forth in the scope of work. No increase in amount or scope of services is authorized without formal written amendment to this Agreement through a Change Order executed by the parties.

3. Cancellation of Scheduled Services

The parties agree that once the Client and Ferrilli have scheduled a specific time during which Ferrilli will provide services under the terms of this Agreement, the Client shall pay Ferrilli for such services as if Ferrilli had performed such services on the date scheduled, unless the Client has notified Ferrilli that the Client would like to reschedule or cancel the scheduled services at least fifteen (15) business days prior to the date on which Ferrilli is scheduled to perform such services. The Client's payment shall include the full cost of scheduled consulting services and all actual out-of-pocket expenses incurred in advance of the scheduled consulting services (e.g., non-refundable airline tickets).

4. Term

This 3 year Agreement is effective upon signatures and will be presumed to continue in effect until its conclusion or it is cancelled by either party by providing at least 30 days' advance written notice to the other party. In addition, there is (1)

three- year renewal that they client may cancel with a 30 day notice

5. Reports

Any and all files, notes, reports, manuscripts and any other work produced, prepared or developed by Ferrilli as a part of the work under this Agreement are the property of the Client and shall be provided to the Client upon the termination of this Agreement.

6. Independent Contractor; Relationship with Ferrilli

Ferrilli will control the means and manner in which work is performed under this agreement and, in all respects, Ferrilli's relationship to the Client will be that of an independent contractor, not an employee. Further, nothing contained herein shall be deemed or construed to create any agency relationship, joint venture, partnership or similar relationship between Client and Ferrilli. Neither party is authorized to incur any obligation in the other's name. Neither shall be held responsible or liable to the other except as specifically set forth in this Agreement. Neither party shall be held responsible or liable to the other party or to any third party for or on account of any act or omission by the other party except as specifically set forth in this Agreement. Consistent with this independent relationship, Ferrilli may provide services to other clients which are substantially similar to the services provided to the Client.

7. Force Majeure

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation: acts of God; accident; labor disruption; acts, omissions and defaults of third parties; and official, governmental and judicial action not the fault of the party failing or delaying in performance. The effect of such an occurrence of a *force majeure* event shall result in the immediate termination of this Agreement unless both parties ratify, accept, or acknowledge that this Agreement shall continue.

8. No Warranty

No warranty is stated or implied regarding the services provided under this Agreement. As such, Ferrilli specifically disclaims any and all warranties. Ferrilli makes no warranties or representations of any kind for the services. This means that Ferrilli is providing the services without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or express or implied warranties of merchantability or fitness for any particular purpose. No advice or information given by Ferrilli or its agents or employees shall create any kind of warranty.

9. Indemnification

Ferrilli agrees to and shall indemnify, defend and hold harmless the Client, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that the Client shall incur or suffer, which solely arise, result from, or relate to Ferrilli's negligence in providing the services set forth in this Agreement. Ferrilli shall only be liable for those losses, claims, or damages that arise as a result of performance under the terms, conditions, and period of this Agreement which solely and directly result from the negligence of Ferrilli and shall in no circumstance exceed amounts actually paid by the Client pursuant to this Agreement in aggregate.

10. Limitation of Liability

Ferrilli and the Client acknowledge and agree that in no event will Ferrilli's liability in connection with the services provided by Ferrilli under this agreement exceed the amount actually paid to Ferrilli by the Client under this agreement

and Ferrilli will not be liable for any special, incidental, or consequential damages, including without limitation loss of profits, loss of data, and loss of revenues, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, Ferrilli's negligence, strict liability, misrepresentation, and other causes of action based on similar legal theories. Ferrilli and the Client further acknowledge and agree that they are entering into this agreement on the understanding that the fees for the services provided by Ferrilli under this agreement have been set to reflect the fact that the Client's remedies, and Ferrilli's liability, shall be limited as expressly set forth in this agreement, and, if not so limited, the fees for the same services would have been substantially higher.

11. Client Representations and Indemnification

Client represents and warrants (a) that it is duly authorized and empowered to enter into this Agreement, (b) the execution, delivery and performance of this Agreement by Ferrilli does not and will not conflict with, breach, violate or cause a default under any contract, agreement, license, instrument, order, judgment or decree to which Client is a party or by which it is bound, and (c) upon the execution and delivery of this Agreement, this Agreement shall be the valid and binding obligation of Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the rights of creditor generally. To the extent allowed by law, client agrees to and shall indemnify, defend and hold harmless Ferrilli, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that Ferrilli shall incur or suffer, which solely arise, result from, or relate to Client's breach of these specific representations.

12. Ownership of Works for Hire

All matters produced under this Agreement shall be works for hire and shall become the sole property of the Client. Said works cannot be used for any other client or purposes without the Client's expressed written permission. The Client shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the Client. Ferrilli shall reserve the right to provide similar services or solutions to other clients to the extent that (a) Client does not exercise its rights to copyright, trademark and/or patent any of the said matter; or (b) such similar services do not use the Client's work product from the scope of work of this agreement; or (c) such similar services or solutions do not use the Client's valid copyrighted, trademarked, patented, or confidential materials.

13. Worker's Compensation Insurance

Ferrilli agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Ferrilli performing this Agreement files a worker's compensation claim against the Client, Ferrilli agrees to defend and hold the Client harmless from such claim.

14. Cyber Insurance

Ferrilli maintains cyber insurance for services it provides pursuant to this Agreement. Client shall be entitled to review the current policy coverage terms and limits upon request.

15. Nondiscrimination in Employment

Ferrilli maintains a written policy against unlawful discrimination in employment because of race, color, religious creed, national origin, ancestry, physical handicap, marital status, or gender.

16. Severability

It is the intent and understanding of the parties hereto that if, in any action before any court or other tribunal of competent jurisdiction legally empowered to enforce this Agreement, any term, restriction, covenant, or promise is held to be unenforceable as a result of being unreasonable or for any other reason, then such term, restriction, covenant, or promise shall not thereby be terminated, but, that it shall be deemed modified to the extent necessary to make it enforceable by such court or other tribunal and, if it cannot be so modified, that it shall be deemed amended to delete therefrom such provision or portion adjudicated to be invalid or unenforceable, and this agreement shall be deemed to be in full force and effect as so modified and such modification or amendment in any event shall apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

17. Waiver

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing executed by Client and Ferrilli.

18. Entire Agreement

This agreement contains the entire agreement between the parties hereto, and supersedes any and all other agreements heretofore made.

Consider Approval of Updated Instructional Agreement for Dual Credit / Early Admissions Enrollment Classes for Academic Year 2022-23 with Hamshire-Fannett

Staff is seeking Board approval of the updated dual credit agreement between Galveston College and Hamshire-Fannett Independent School District. This updated agreement includes an amended Appendix A.

This agreement facilitates dual credit and early admissions enrollment of college courses offered for the immediate award of high school credit and award of college credit toward an associate degree or credit certificate and the early admissions option for eligible students.

The effective date of each agreement is contingent upon the approval of the Board of Regents and the governing body of each entity and shall be for the 2022-23 academic year.

Sec. 54.216. STUDENTS ENROLLED IN COURSE FOR CONCURRENT HIGH SCHOOL AND COLLEGE-LEVEL CREDIT; OPTIONAL WAIVER. The governing board of an institution of higher education may waive all or part of the tuition and fees charged by the institution for a student enrolled in a course for which the student is entitled to simultaneously receive both:

- (1) course credit toward the student's high school academic requirements;
- and
- (2) course credit toward a degree offered by the institution.

Added by Acts, 2003, 78th Leg., ch. 812, Sec. 1, eff. June 20, 2003.

Amended by Acts, 2011, 82nd Leg., R.S., Ch. 359 (S.B. 32), Sec. 1, eff. January 1, 2012.

**INSTRUCTIONAL AGREEMENT
FOR DUAL CREDIT/EARLY ADMISSIONS ENROLLMENT CLASSES
BETWEEN
GALVESTON COLLEGE
AND
HAMSHIRE-FANNETT INDEPENDENT SCHOOL DISTRICT
ACADEMIC YEAR: 2022-2023**

This agreement, made and entered into, by and between Galveston College, a Texas political subdivision of higher education (referred to herein as the "College," the "College District," or "Galveston College"), and Hamshire-Fannett Independent School District, a Texas public charter district (referred to herein as the "School"), evidences the following:

I. PURPOSE

Galveston College and Hamshire-Fannett Independent School District support and believe in a partnership that will provide opportunities for qualified high school students to participate in early admission classes, to participate in dual credit classes, and to participate in dual credit occupational-technical classes, all of which may allow the high school student to receive both high school and college-level credit for successfully completing college-level courses. Therefore, Galveston College agrees to provide college-level instruction for the School. Further, the College and the School agree that it is the responsibility of the College to grant college credit, and it is the responsibility of the School to grant high school credit.

II. DUAL CREDIT PROGRAM GOALS

According to Texas HB 1638, Galveston College has established four overall goals that guide every facet of the Dual Credit program:

Goal 1: In conjunction with partner independent school districts and institutions, Galveston College will utilize meaningful and relevant outreach strategies to ensure that students and parents are given information regarding all aspects of the Dual Credit program, including benefits of participation, enrollment and financial policies.

Goal 2: The Dual Credit program will facilitate effective and collaborative procedures that ensure students successfully transition to post-secondary education as well as accelerate through degree programs for maximum student success and achievement.

Goal 3: Every Dual Credit student will receive and have continual access to advising in academic and college readiness domains as well as support services that will help in the successful completion of post-secondary courses.

Goal 4: Dual Credit courses offered will be of the highest academic quality and offer a rigorous post-secondary curriculum that will be sufficient enough to ensure student success in all other post-secondary courses taken.

III. STUDENT ELIGIBILITY REQUIREMENTS

Students enrolled at Hamshire-Fannett Independent School District may be eligible to participate in dual credit/early admission classes at Galveston College based of the following conditions:

1. A high school student who seeks to enroll in an academic course(s), a transfer course(s), or courses leading to an Associate Degree may be admitted if the student:
 - a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of an assessment instrument approved by the Texas Higher Education Coordinating Board (THECB), or
 - b. Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative.

2. A high school student is also eligible to enroll in dual credit courses under the following conditions:
 - a. The student achieves score of 480 on evidenced-based reading and writing (EBRW) and 530 on mathematics (no combined score is required).
 - b. The student achieves a composite score of 23 on the ACT with a 19 or higher in mathematics and English;
 - c. The student achieves a 950+ OR 949 and below with Diagnostic 6 on the Math portion of the TSI assessment as well as a 945+ and Essay score of 5+ OR 944 and less with a Diagnostic 5+ and Essay 5+ on the ELAR portion of the TSI assessment.
 - d. The student achieves on the STAAR end-of-course (EOC) exams a minimum score of 4000 on the English II end of course exam and a minimum score of 4000 on the Algebra I end of course exam with successful completion of high school Algebra II.
 - e. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of any other assessment instrument approved by the THECB.

3. A high school student is eligible to enroll in workforce education dual credit or concurrent enrollment classes if the student demonstrates that he or she has achieved the minimum high school-level competencies in the areas of mathematics and/or English/language arts as required for entry into the workforce program.
 - a. A student may enroll only in those workforce-education dual credit courses for which the student has demonstrated eligibility.
 - b. A student who is exempt from taking an exit-level test may be otherwise evaluated by the College to determine eligibility for enrolling in a workforce-education dual credit course(s).

4. A student who has been enrolled in a non-traditional program of study (i.e., a home school or a non-accredited high school) and who is now enrolled within the School must satisfy paragraphs 1, 2, or 3 of this subsection.
5. To be eligible for enrollment in a dual credit course offered by the College, a student must meet all of the College's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
6. In the case of an emergency such as hurricane, pandemic or other force closures and the previously mentioned measurements are not available, both the College and Hamshire-Fannett Independent School District will employ holistic advising to ensure proper student eligibility.

IV. LOCATION AND STUDENT COMPOSITION OF CLASSES

1. Dual credit/concurrent credit courses may be taught on the College campus or on the high school campus. Early admissions courses will be taught at Galveston College. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, the College shall comply with all applicable rules and procedures relating to distance education and off-campus instruction, as promulgated by the THECB.
2. Dual credit courses may be composed of dual credit students only or a class may be composed of dual credit students and regular college-credit students. Exceptions for a mixed class, a class composed partly of students enrolled for high school credit only and partly of students enrolled for early admission, concurrent, AP, and/or college credit, may be allowed under one of the following conditions:
 - a. If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the high school is otherwise unable to offer such a course;
 - b. If the course involved is limited to dual credit students and College Board Advanced Placement students; or,
 - c. If the course is a career and technology/college workforce course and high school credit-only students are able to earn articulated college credit.
3. Students must be registered for college credit by the official census date for the dual credit course; otherwise, the student will not be considered a dual credit student and will not be awarded college credit for the course.
4. It is the responsibility of the high school to certify to the College that these requirements have been met, and it is the responsibility of the College to verify that classes are taught in compliance with this section. Further, should it be determined that this section has been violated, at the sole discretion of the College, the College may deny credit to any

single student and/or all students who participated in an unapproved mixed class.

5. Early Admissions/Dual Credit classes regardless of location will follow an approved College calendar.

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

1. The College will select, supervise, and evaluate instructors for courses which result in the award of college credit. The College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the College.
2. All instructors must meet the requirements of the College and the minimal requirements as specified by the Commission on Colleges of the Southern Association of Colleges and Schools.
3. Instructors teaching courses which result in the award of college credit will be regularly employed faculty members of the College or must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the courses at the main campus of the College. All faculty selected by the College to teach early admission or concurrent enrollment classes will be considered employees of the College and will be compensated by the College in accordance with College policy, procedures, and guidelines.
4. Applications for employment and official transcripts from each college or university attended will be kept on file at the College.
5. The College and the School District agree to share information regarding Dual Credit faculty through safe and discreet methods. These methods will include password protected documents, collaboration with appropriate College and School District personnel to ensure confidentiality among others to ensure all information is transmitted and shared securely.

VI. ELIGIBLE COURSES

1. Academic courses offered for Dual Credit must be identified as a college-level academic course in the current edition of the Community College General Academic Course Guide Manual (ACGM) and be identified by the College as a course that has been included in the College's core curriculum, or foreign language course, or state approved FOOSC or POSC. Courses offered as early admission courses and taken at the College's main campus must be identified as a college-level academic course in the current edition of the ACGM and may or may not be included in the College's core curriculum. College-level technical courses offered by the College must be included in an approved Associate of Applied Science (AAS) Degree, or certificate program.

2. Remedial and developmental courses may not be offered for concurrent course credit and are not eligible courses under this agreement.
3. Approved courses being taught for dual credit (academic or technical) and/or early admission credit, courses which result in college-level credit, must follow the College syllabus. It is the responsibility of the School to work with the College to align the high school curriculum with the college course syllabus.
4. A course equivalency crosswalk of dual credit courses and high school classes are included in Exhibit A.

VII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

1. The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
2. Identified course outcomes/learning objectives must meet all college requirements.
3. The regular academic policies applicable to courses taught at the College's main campus will apply to the dual credit and early admissions courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.
4. Textbooks should be identical to those approved for use on the main campus. Should an instructor propose an alternative textbook, the textbook must be approved in advance by the appropriate instructional department of the College and the Vice President of Instruction. Other instructional materials for early admission or concurrent courses must be identical or at an equivalent level to materials used on the main campus of the College. Textbook purchases, aside from those made by grants, scholarships and other financial aid, will be made by the student and/or guardian.
5. Courses which result in college-level credit will follow the standard grading practices of the College, as identified in College policy and as set forth in the appropriate course syllabus. (Whereas, the College uses a letter grade and the ISD requires a numeric grade, faculty teaching dual credit courses will report a letter grade as required by College policy and as outlined in the syllabus to the College, and will report a numeric grade to the ISD. The ISD is responsible for recording the numeric grade in accordance with their established policies and guidelines.)
6. The College and Hamshire-Fannett Independent School District agree to provide quality online learning experiences for all Dual Credit students. As online instructional needs arise, the College and Hamshire-Fannett Independent School District will collaborate on

ways to ensure that all Dual Credit students are provided the means to succeed.

7. Faculty, who are responsible for teaching dual credit and/or early admission enrollment classes, are responsible for keeping appropriate records, certifying census day class rolls at the beginning of the semester, providing interim reports, certifying final grade reports at the end of the semester, certifying attendance, and providing other reports and information as may be required by the College and/or the School.

VIII. STUDENT AND EDUCATIONAL SUPPORT SERVICES

1. Students in dual credit courses shall be eligible to utilize the same or comparable support services that are afforded to college students on the main campus. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, learning resources (e.g., library resources), and other benefits for which the student may be eligible.
2. Student Services.
 - a. The College agrees to provide appropriate academic support services, including academic advising/counseling, to students who are participating in dual credit and/or early admissions classes. Furthermore, the College agrees to assist students in completion of the admission and registration forms and to provide for an appropriate and accessible registration process.
 - b. Hamshire-Fannett Independent School District agrees to work with the College to provide an appropriate and accessible registration process and agrees to assist students in the completion of the admission and registration forms. The School further agrees to provide official high school transcripts, test scores, and such certifications that may be required by the College during the admission and registration process.
 - c. The College and Hamshire-Fannett Independent School District agree to work together to plan and to try to schedule early admission and/or concurrent enrollment classes a semester in advance of offering the course(s).
3. Learning Resources
 - a. The College agrees to grant to the students of the School enrolled in Galveston College courses the same rights, privileges, and access to the library's collections and services as students enrolled in courses on the Galveston College campuses. In addition, Galveston College will offer these students access to the library's electronic information resources through the Internet, subject to the College's licensing contracts with its vendors and available technology.
 - b. The School agrees to allow those students currently enrolled in Galveston College courses, within the School's facilities, access to the information resources

available in the School. These students are under the same rules and regulations as other students of the School and are subject to the same fines and penalties.

- c. Galveston College and the School agree that if at the end of a semester, there are overdue materials belonging to one institution which were used in the completion of the other's course, the lending library will notify the other so that the student's record will show the obligation. Each library will take steps consistent with their policies and procedures to ensure that the past due books and/or materials are returned in as an expedient a manner as possible. Upon return of the material the lending library will notify the other that the student has cleared their obligation.
- d. Galveston College will, in conjunction with the partner institution, consider the use of free or low-cost open educational resources in courses offered via the Dual Credit program.
- e. To be eligible for these privileges a Galveston College student must present proof of current enrollment. This may take the form of, but is not limited to, a current student ID card, bill for registration, or a class schedule.

IX. TRANSCRIPTING OF CREDIT

- 1. For technical and academic dual credit and/or early admission courses which may result in college-level credit, Galveston College will transcript all course work in accordance with the College's normal policies and procedures immediately following the end date of the course. Further, the College agrees to make available in the same manner as it does to its regular college students an official college transcript of credits that may be sent to the college, university, or other location of the student's choice.
- 2. For technical and academic early admission or concurrent courses which may result in high school-level credit, the School will transcript all course work in accordance with the School's normal policies and procedures immediately following the end date of the course. Further, the School agrees to make available in the same manner as it does to its other students an official high school transcript that may be sent to other schools, colleges, or locations, as the student so designates.

X. FUNDING

- 1. State Funding.

State funding for concurrent credit courses will be available to both the School and the College based upon the current agreement between the Commissioner of Education and the Commissioner of Higher Education. In accordance with this agreement, the College may claim state funding for all students enrolled for college-level credit in a concurrent course; the School may claim full funding for all students enrolled in a concurrent course.

2. College Tuition and Fees.

- a. Galveston College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, Galveston College, and online.
- b. Galveston College agrees to charge the standard tuition and fees, excluding out-of-district and non-resident fees, unless noted otherwise in Addendum A, as approved by the Galveston College Board of Regents and as published in the Galveston College Catalog. The Galveston College Board of Regents reserves the right to change the policies and procedures of the College, without notice, including tuition and fees, in accordance with the cost of instruction and state laws.
- c. Hamshire-Fannett Independent School District agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
- d. Galveston College and the School agree that tuition and fees which are to be paid by the student are due and payable in full at the time of registration. If the School alone is to be responsible for payment of a student's tuition and fees, Galveston College agrees to bill the School immediately following registration. The School agrees to settle all account receivables with Galveston College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class in accordance with Section IX Part 3 of this agreement.

3. Drops and Withdrawals - Tuition and Fee Refunds.

- a. If for any reason it becomes necessary for a student who has registered for a Galveston College class to withdraw or drop the class, the College and the School agree that it is the responsibility of the student to officially withdraw or drop the college course.
- b. A student may add or drop a course prior to the official census date for the course. Student must clear any changes with High School Counselor. Students who drop prior to the official college census date will not receive a college grade of any kind; tuition and fees will be refunded in accordance with the College approved refund schedule.
- c. A student may withdraw from a course with a grade of "W" any time after the census date for the semester and on or before the end of the 12th week of a long semester or on or before the last day to drop a class of a term as designated in the college calendar. Students attending class on or off campus may initiate a withdrawal through the Counseling Center at Galveston College or in a manner

prescribed by the Registrar's Office. A student who discontinues class attendance and does not officially drop the course on or before the last day to drop a course will receive a performance grade for the course.

- d. Students who officially withdraw from the College shall have their tuition and mandatory fees refunded according to the official refund policy schedule. Tuition and fees paid directly to Galveston College by the School, sponsor, donor, or scholarship fund shall be refunded to the source rather than directly to the student.

XI. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Galveston College Board of Regents and Hamshire-Fannett Independent School District. If so approved, the Agreement shall be for the 2022-2023 academic year.

The agreement may be amended or extended by written addendum to this agreement.

If it is the intention of one party to terminate this agreement, the one party shall provide a one hundred twenty (120) day written notice to the other party of their intention to terminate this Agreement.

All notices and communications related to this agreement shall be addressed to the respective educational administrator.

Approved by the Galveston College Board of Regents, executed by Galveston College, and signed by its President.

By _____ Date _____
Dr. W. Myles Shelton, President

Approved by the Hamshire-Fannett Independent School District Board of Directors, executed by Hamshire-Fannett Independent School District, and signed by its Superintendent.

By _____ Date _____
Dr. Dwaine K. Augustine, Superintendent

ADDENDUM A
(amended 9/21/22)

- I. Students who are enrolled in dual credit classes located at Hamshire-Fannett Independent School District or online, shall pay \$50 per semester hour (\$150 per 3 semester hour course or \$200 per 4 semester hour course). All regular required fees shall be waived not including special course fees such as insurance, student health insurance and exam fees.
- II. Galveston College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, at Galveston College and online.
- III. Galveston College agrees to waive the minimum registration requirements of six (6) credit hours for dual credit students taking classes at the high school, at Galveston College and online.
- IV. Early admission academic courses or dual credit technical courses/programs located on the campus of Galveston College shall be charged at the regular in-district tuition and fee rates established by the College.
- V. In accordance with current rules and guidelines, required college textbooks and materials shall be furnished to the student enrolled in dual credit classes at Hamshire-Fannett Independent School District at no charge by the School.

Approved by the Galveston College Board of Regents, executed by Galveston College, and signed by its President.

By _____ Date _____
Dr. W. Myles Shelton, President

Approved by the Hamshire-Fannett Independent School District Board of Directors, executed by Hamshire-Fannett Independent School District, and signed by its Superintendent.

By _____ Date _____
Dr. Dwaine K. Augustine, Superintendent

EXHIBIT A

Course Equivalency Crosswalk of Dual Credit Courses and High School Classes

| Students who successful complete these college credit courses: | | | | Will get high school credit for these classes: |
|--|------------------------|--|----------------|--|
| ACGM or WECM | Course Number | Galveston College Course Name | College Credit | High School TEKS Course |
| ACGM | ARTS 1301 | Art Appreciation | 3 | Fine Arts Elective |
| ACGM | ARTS 1304 | Art History | 3 | Fine Arts Elective |
| ACGM | BIOL 1406 | General Biology I | 4 | Biology |
| ACGM | BIOL 1407 | General Biology II | 4 | |
| ACGM | CRIJ 1301 | Intro to Criminal Justice | 3 | Law Enforcement 1 and Course Systems and Practices |
| ACGM | CRIJ 1306 | Court Systems and Practices | 3 | |
| ACGM | CRIJ 2328 | Police Systems and Practices | 3 | Law Enforcement 2 and Correctional Services |
| ACGM | CRIJ 2313 | Prison Systems and Practices | 3 | |
| ACGM | DRAM 2366 | Film Appreciation | 3 | Fine Arts Elective |
| ACGM | EDUC 1301 | Introduction to the Teaching Profession | 3 | Practicum in Education and Training 1 |
| ACGM | EDUC 2301 | Introduction to Special Populations | 3 | Practicum in Education and Training 2 |
| ACGM | ECON 2301 | Principles of Macro Economics | 3 | Economics |
| ACGM | ENGL 1301 | Composition I | 3 | English III or English IV |
| ACGM | ENGL 1302 | Composition II | 3 | |
| ACGM | ENGL 2322 | British Literature I | 3 | English IV if completed ENGL 1301 and ENGL 1302 |
| ACGM | ENGL 2323 or ENGL 2311 | British Literature II or Technical Writing | 3 | |
| ACGM | ENGR 1304 | Engineering Graphics | 3 | Engineering Design and Development |
| ACGM | ENVR 1301 & ENVR 1101 | Environmental Science I | 4 | Environmental Science I |
| ACGM | ENVR 1302 & ENVR 1102 | Environmental Science II | 4 | Environmental Science II |
| ACGM | GERM 1411 | Beginning German I | 4 | German III |
| ACGM | GERM 1412 | Beginning German II | 4 | |
| ACGM | GERM 2311 | Intermediate German I | 3 | German IV |
| ACGM | GERM 2312 | Intermediate German II | 3 | |
| ACGM | GOVT 2305 | Federal Government | 3 | Federal Government |
| ACGM | GOVT 2306 | Texas Government | 3 | Texas Government |

| Students who successful complete these college credit courses: | | | | Will get high school credit for these classes: |
|---|----------------------|--|-----------------------|---|
| ACGM or WECM | Course Number | Galveston College Course Name | College Credit | High School TEKS Course |
| ACGM | HIST 1301 | US History I | 3 | US History |
| ACGM | HIST 1302 | US History II | 3 | |
| ACGM | HIST 2311 | Western Civilization I | 3 | Western Civilization |
| ACGM | HIST 2312 | Western Civilization II | 3 | |
| ACGM | MATH 1314 | College Algebra | 3 | Math Elective |
| ACGM | MATH 2312 | Pre-calculus | 3 | |
| ACGM | MATH 2413 | Calculus I | 4 | Advanced Math Elective |
| ACGM | MATH 2414 | Calculus II | 4 | |
| ACGM | MUSI 1306 | Music Appreciation | 3 | Fine Arts Elective |
| ACGM | PSYC 2301 | General Psychology | 3 | Psychology |
| ACGM | SOCI 1301 | Introductory Sociology | 3 | Sociology |
| ACGM | SPCH 1315 | Public Speaking | 3 | Public Speech |
| ACGM | SPCH 1321 | Business and Professional Communications | 3 | Business Communications |
| WECM | CHEF 2302 | Saucier | 3 | Culinary Arts |
| WECM | PSTR 1301 | Fundamental of Baking | 3 | |
| WECM | CHEF 1302 | Principles of Healthy Cuisine | 3 | Advanced Culinary Arts |
| WECM | IFWA 1217 | Food Production and Culinary Math | 2 | |
| WECM | CSME 1410 | Intro to Hair Cutting | 4 | Intro to Cosmetology |
| WECM | CSME 1501 | Orientation to Cosmetology | 5 | |
| WECM | CSME 1354 | Artistry of Hair Design | 3 | Cosmetology I |
| WECM | CSME 1543 | Manicuring and Related Theory | 5 | |
| WECM | CSME 1453 | Chemical Reformation | 4 | Cosmetology II |
| WECM | CSME 2401 | Principles of Hair Coloring | 4 | |
| WECM | CSME 1547 | Principles of Skin Care | 5 | Practicum in Human Services |
| WECM | CSME 2541 | Prep for State Licensing Exam | 5 | |
| WECM | EMSP 1501 | EMT - Basic | 5 | Practicum in Health Science |
| WECM | EMSP 1160 | Clinical - EMT-Basic | 1 | |
| WECM | HAMG 1313 | Front Office Management | 3 | Hospitality |
| WECM | HAMG 1324 | Hospitality HR Management | 3 | |
| WECM | HAMG 2188 | Internship- Hospitality HR Management | 1 | |
| WECM | HAMG 2305 | Hospitality Management and Leadership | 3 | |

| Students who successful complete these college credit courses: | | | | Will get high school credit for these classes: | |
|---|----------------------|---|-----------------------|---|----------------------|
| ACGM or WECM | Course Number | Galveston College Course Name | College Credit | High School TEKS Course | |
| WECM | HAMG 2189 | Internship- Hospitality Mgmt and Leadership | 1 | | |
| WECM | HITT 1305 | Medical Terminology I | 3 | Medical Terminology | |
| WECM | HPRS 1206 | Intro to Health Professions | 2 | Basic Health Professional Skills | |
| WECM | IBUS 1341 | Global Supply Chain Mgmt | 3 | Logistics | |
| WECM | LMGT 1319 | Intro to Business Logistics | 3 | | |
| WECM | LMGT 1321 | Intro to Materials Handling | 3 | | |
| WECM | LMGT 1425 | Warehouse and Distribution Center | 4 | | |
| WECM | OSHT 1301 | Intro to Safety and Health | 3 | | |
| WECM | WLDG 1407 | Intro to Welding Multiple Processes | 4 | | Welding I |
| WECM | WLDG 1434 | Intro to Gas Tungsten Arc | 4 | | |
| WECM | WLDG 1435 | Introduction to Pipe Welding | 4 | Welding II | |
| WECM | WLDG 2443 | Advanced Shielded Metal Arc Welding | 4 | | |
| WECM | WLDG 1317 | Intro to Layout and Fab | 3 | | Practicum in Welding |
| WECM | WLDG 2413 | Intermediate Welding | 4 | | |

Consider Approval of Facilities Committee Recommendation Regarding Bids for the New Parking Lot Located on the North Side of Avenue Q

The Board Facilities Committee was scheduled to meet prior to the September 21, 2022 Regular Meeting of the Board of Regents to discuss the bids for the new parking lot located on the north side of Avenue Q.

A request for proposal for the North Parking Lot Expansion was sent to three vendors and was advertised in the local newspaper. One response was received. The proposal is available for Board review, if desired.

After review of the bid, staff recommends the contract be awarded to the sole bidder, Satterfield & Pontikes Construction, Inc, 11750 Katy Freeway, Suite 500, Houston, Texas 77079.

Staff is requesting Board approval of a \$765,000.00 for the parking lot expansion, with an additional \$67,000.00 for Alternate 2, which includes fiber optic cabling and the installation of security cameras. The total cost of the project is \$832,000.00 which is below the expected cost. Funding for the project will be the Construction Fund.

Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide a report of the discussion and the Committee’s recommendation for Board consideration.

BID SUMMARY
RFP# 22-09-082, PROJECT # P2200900HE

| | | |
|---|--------------|---------------------|
| Cost of Parking lot expansion | \$765,000.00 | Expected Completion |
| Alternate 2: installation of optic cabling and security cameras | \$67,000.00 | Spring ‘23 |
| Total Cost of Project | \$832,000.00 | |

Consider Approval of Facilities Committee Recommendation on the Proposal for Architectural and Engineering Services for the Renovation of the Second Floor Northern Building and Other Associated Areas

PBK Architects has submitted a fee proposal for design services for the renovation of the Second Floor Northern Building and Other Associated Areas.

Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide a report of the discussion and the Committee's recommendation for Board consideration.

| Scope of Work | Price |
|---|------------------|
| Professional Architectural and Engineering Services | \$258,000 |
| Furniture Design Services | \$30,000 |
| Total | \$288,000 |

10200 Grogans Mill Road, Suite 230
The Woodlands, Texas 77380
Phone: 281-528-1697
Fax: 281-882-3285
PBK.com

September 14, 2022



Dr. Myles Shelton, Ed.D.
President
Galveston College
4015 Ave Q
Galveston, Texas 77550

RE: Galveston College – Backfill Renovation for Nursing Building

Dear Dr. Shelton,

Thank you for the opportunity to submit this fee proposal to provide design services for the above referenced project. The following is a description of how the PBK team can offer services on this project.

PROJECT UNDERSTANDING AND SCOPE OF WORK

PBK understands that this proposal is to provide A/E services for the scope of work consisting of design and construction of approximately 8,000 to 10,000 SF of renovation space within the existing Northern Building, Fine Arts Building, and Regents Hall in order to accommodate backfill after completion of the new Nursing Health Sciences Education Center. It is our understanding that existing classroom space, office space, testing space, and other ancillary support spaces will be renovated to accommodate a mixture of testing center and tutoring/student success center spaces, classrooms, and offices in the Northern Building, a new black box theater space in the Fine Arts Building, and testing center space within the Regents Hall Library. In addition, particularly in the Northern Building, minor interior re-finishing in the corridor spaces will be part of the scope of work, to include new wall finishes, new ceiling tile and grid, and new lighting where required. It is our further understanding that the intent is to complete design efforts from fall 2022 to summer 2023, so that permitting and bidding can be completed in summer 2023 and construction can commence in fall 2023, upon completion of the new Nursing Health Sciences Education Center.

SCOPE OF SERVICES

Our scope of services shall include all contract conditions as described in the Galveston College standard owner-architect project agreement.

Programming and Preliminary Design

PBK's team will facilitate all necessary meetings and provide necessary on-site investigations to develop a recommended "scope of work" and finalize the project program. The deliverable for this phase will consist of test fit plans and documents, a program of anticipated spaces, and preliminary space planning drawings for review and discussion.

Schematic Design and Design Development

The project team will further refine the floor plans for the renovated areas during this phase, confirm code requirements will be met for life safety and egress, and will develop finishes and preliminary interior elevations and details as needed to further refine the overall design. Modifications to mechanical, electrical, plumbing, and technology systems necessary for the renovation will be developed during this phase as well. PBK will also generate a preliminary cost estimate for review.

Construction Documentation

In this phase, final working drawings will be developed, as well as a full project manual including specifications, plans and details, as required. PBK will facilitate progress set reviews at significant

milestones (50%, 95% and 100%, as required) with Galveston College representatives and project consultants as appropriate. PBK will develop an updated cost estimate for review at periodic milestones and at completion of the Construction Documentation phase.

Bidding/Negotiation

Depending on the intended method of project delivery, we will assist Galveston College as needed in preparation of bidding documents, conducting pre-proposal conference(s), and assisting with evaluation of bids or negotiations with a selected general contractor. PBK will also issue Addenda as appropriate to clarify scopes of work or address questions raised by bidders.

Permitting

PBK will submit drawings and specifications as appropriate to the City of Galveston and/or other authorities having jurisdiction in order to obtain all necessary permits and approvals for construction of this project. During this phase, PBK will issue revisions and clarifications to the Contract Documents as necessary to respond to plan review comments produced by regulatory authorities.

Construction Administration

The project will be administered in accordance with the construction documents and construction activities of the contractor. Field visits will be documented and Observation Reports executed throughout the construction period by PBK field representatives. Additionally, PBK representatives will attend construction progress meetings, execute meeting minutes (as required) and communicate regularly with the contractor on behalf of Galveston College to maximize quality assurance and quality control.

Project Close-Out

Project close-out documents will be reviewed by PBK, including Operation & Maintenance Manuals (warranties, maintenance contracts, operating instructions, etc. as appropriate), certificates of inspection and bonds, documentation required with application of final payment, record drawings, certificate of occupancy as issued by the City of Galveston, and other documentation as appropriate to the nature of the project.

PERSONNEL

Jason Mooney will ultimately be responsible for the project as the Project Manager and will be hands-on and apply his overall knowledge and expertise to the project at every phase of design through construction. Jason will be responsible for schedules, documentation and for the day-to-day coordination of the project team. In addition to PBK in the role of Architect, the following consultants are anticipated to be needed on the design team: LEAF Engineers (MEP/T Engineering Consultants) and Harvey Marshall Berling Associates (Theater Consultant and Acoustical Consultant).

It is our understanding that any documentation associated with surveying of existing asbestos-containing materials, as well as removal and mitigation of any such materials discovered during the surveying process, will be provided/handled by Galveston College and its own separate consultants.

SCHEDULE

As discussed, it is our understanding that design efforts should occur starting in fall 2022 and continuing into 2023, while construction efforts will occur in fall 2023, following completion of the new Nursing Health Sciences Education Center. As a result, we would estimate the following for duration of the design, permitting, bidding/negotiation, and construction/close-out phases:

| | |
|--|----------|
| Programming and Preliminary Design | 1 month |
| Schematic Design and Design Development | 2 months |
| Construction Documents | 3 months |
| Bidding/Negotiation | 1 month |
| Permitting (Concurrent with Bidding/Negotiation) | 2 months |
| Construction | 7 months |

Close-Out

1 month

CONSTRUCTION COST

As the scope of work is further defined and developed, PBK will produce one or more formal cost estimates for evaluation at key milestone(s) during the project. It is our understanding, however, from preliminary conversations that the renovation budget/anticipated construction cost would be approximately \$2 million, or in the range of \$150-\$250/SF.

COMPENSATION

Our proposed compensation for this project shall be a lump sum of **Two Hundred Eighty-Eight Thousand Dollars (\$288,000.00)** based on an estimated construction cost of approximately \$2 million.

| | |
|---|---------------------|
| Professional Architectural and Engineering Services | \$258,000.00 |
| Furniture Design Services | \$ 30,000.00 |
| TOTAL | \$288,000.00 |

REIMBURSABLES

Reimbursables will be limited to newspaper advertising, RAS fees (TAS/ADA), City of Galveston preliminary permitting fees (initial submission), travel expenses, and cost of reproduction of documents. There would be no mark-up on reimbursed items. All services and reimbursables will be billed monthly based upon the percentage complete.

We specifically exclude final permitting fees with the City of Galveston, as we would anticipate those costs being covered by the awarded general contractor.

PBK estimates the reimbursable expenses on this project to be **\$8,500.00**.

PAYMENT

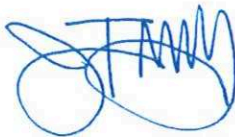
Invoices will be billed monthly, per individual project scopes of work, in proportion to services performed and reimbursable expenses incurred. Payment shall be made within thirty (30) days of the invoice date.

ADDITIONAL SERVICE FEES

Additional services are not anticipated for this project but should the scope of work expand beyond what is indicated within this proposal, there may be a need to re-evaluate the original fee. No additional services will be performed without prior written authorization of Galveston College.

We thank you for this incredible opportunity to serve Galveston College on this important project. Please let us know if the terms of this proposal are acceptable. Should you have any questions or additional requests, please do not hesitate to contact me at 281-528-1697.

Sincerely,



Jason Mooney, AIA
Principal

Cc: Betty Chapman, PBK
File 1A

Agreed to and Accepted this 22nd day of September 2022.

Galveston College

PBK Architects, Inc.

Signature



Signature

Printed Name and Title

Jason Mooney, AIA
Principal

Printed Name and Title

Date

09/14/2022

Date

Consider Approval of Facilities Committee Recommendation on the Proposed Fifth Amendment to the Lease Agreement Between Galveston College and McCoy Corporation

The Board Facilities Committee was scheduled to meet prior to the September 21, 2022 Regular Meeting of the Board of Regents to discuss the proposed fifth amendment to the September 26, 2012 lease agreement between Galveston College and McCoy Corporation. The lease is on Building 4 at the Applied Technology Center (ATC). The amendment as proposed would extend the lease agreement for four years starting September 1, 2022 and ending September 30, 2026. In addition, the proposed lease agreement grants permission to the Tenant to demolish Building 4 at the ATC at the Tenants sole cost and expense. Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide a report of the discussion and the Committee's recommendation for Board consideration.

FIFTH AMENDMENT TO LEASE AGREEMENT

Whereas, Galveston College, with its principal office in the City of Galveston, Galveston County, Texas, as Lessor ("Landlord") entered into a lease dated September 26, 2012 (as amended from time to time, the "Lease") with McCoy Corporation, a Texas business corporation, with its principal office in the City of San Marcos, Hays County, Texas, as Lessee ("Tenant"), for the property described as an 8,890 square foot building and land with a street address of 7626 Broadway, Galveston, Texas, as more particularly described in the Lease ("Premises") ;

Whereas, Landlord and Tenant amended the Lease in First Amendment to Lease Agreement dated March 19, 2014 to add an additional period to the Lease period expiring September 30, 2016 and to set the monthly rent at two thousand dollars (\$2,000.00) per month;

Whereas, Landlord and Tenant further amended the Lease in the Second Amendment to Lease Agreement dated September 15, 2016 to add an additional period to the Lease period expiring September 30, 2018;

Whereas, Landlord and Tenant further amended Lease in the Third Amendment to Lease Agreement dated September 13, 2018 to add an additional period to the Lease period expiring September 30, 2020; and,

Whereas, Landlord and Tenant further amended the Lease in the Fourth Amendment to Lease Agreement dated September 10, 2020 to add an additional period to the Lease period expiring September 30, 2022.

Whereas, the Landlord and Tenant desire to amend the Lease to add an additional forty-eight-month period to the current Lease with the new Lease term expiring September 30, 2026;

Now, therefore, it is agreed as follows:

1. Section 2 of the Lease is amended to read as follows:

"The term of the lease shall be for an additional 48 months commencing on October 1, 2022 and ending on September 30, 2026."

2. Section 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"3. The Tenant shall pay to Landlord as base rent \$12,000 per year in equal monthly installments of \$1,000, payable in advance and due on the first day of each month."

3. Tenant shall cause the vertical improvements above the slab or paved parking lot, whichever is applicable, of the approximately 72'x130' building depicted with a yellow line on **Exhibit A** attached hereto to be demolished and disposed of in accordance with applicable law at Tenant's sole cost and expense. Tenant will secure all applicable governmental permits to legally cause such demolition to be performed. TENANT SHALL DEFEND, INDEMNIFY, AND HOLD LANDLORD HARMLESS FROM ALL DAMAGES AND CLAIMS ACTUALLY INCURRED BY

LANDLORD ARISING FROM TENANT'S DEMOLITION OF THE VERTICAL IMPROVEMENTS DESCRIBED HEREIN, EXCEPT OT THE EXTENT CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF THE LEASE BY LANDLORD OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR INVITEES. Tenant will not be required to remove any improvements attached to or forming a part of such building except for vertical improvements (i.e., the building slab and related paving, fencing and other improvements may remain).

4. Tenant shall have the right, at its sole cost and expense, but not the obligation, to cause to be erected any temporary structures in or on the Premises as Tenant may desire in its sole discretion; provided Tenant shall have the right, and the obligation, to cause such temporary structure(s) installed by Tenant after the date of this Amendment (if any) to be removed on or prior to the expiration of the Lease. Any temporary structures placed in or on the Premises shall be installed in accordance with all laws, building codes, and regulations.

Executed on the _____ day of September 2022.

LANDLORD: GALVESTON COLLEGE

By: _____
Name: W. Myles Shelton, Ed.D.
Title: President

TENANT: McCOY CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT A

Building to be Demolished



Consider Approval of the Facilities Committee Recommendation on Authorizing the College President to Enter Into a Contract With an Electricity Provider Through the Houston-Galveston Area Council (H-GAC) Interlocal Agreement

Staff is requesting Board authorization for the College President to enter into a contract with the best cost electricity provider as presented to Galveston College by the Houston-Galveston Area Council (H-GAC).

Currently, the Galveston College electricity provider contract with Constellation is \$0.04104 per kilowatt hour. This contract expires in July 2024. Staff has inquired about energy rates, and were advised that the cost of energy has been, and is projected to continue to increase in price. The College could lock into a contract now to take advantage of the current cost of energy. That contract would not take effect until July 1, 2024.

Galveston College has an interlocal agreement with H-GAC that provides competitive purchasing of electricity for its local government members through pre-negotiated contracts for the supply of electricity. Energy costs change on a daily basis, due to several factors. As a result, pricing fluctuates during the bidding process; therefore, the College only has a small window of time to respond to a contract offer. With Board approval, staff would submit a competitive contract offer to the College President and enter into a 36 or 48-month contract with an electricity provider.

Consider Approval of Facilities Committee Recommendation on Proposal to Replace Moody Hall Window Seals

Staff requests Board approval to replace sealant on all Moody Hall windows. The College’s JOC, Generosity Services Inc. (Choice Partners Contract #21/039-MR-08), 1212 Winding Way Drive, Friendswood, TX 77546, will complete the project, which is priced at \$144,478.16. Funding for this project will come out of the Education and General Fund. The proposal is available for review upon request.

| Location | Scope of Work | Price |
|---|---|---------------------|
| <p>Moody Hall - Include the following conditions at all Elevations and above main roof line walls:</p> <ul style="list-style-type: none"> • Exterior Window Frame to Masonry Transitions (Window Perimeters) • Exterior Vertical inside transitions of masonry walls • Cracks in the Masonry walls (Existing and new conditions) • Window Frame to Glass Transitions (Wet Seal) • Window Frame Metal to Metal Returns and Seams • Entrance Doors of each Location | <ul style="list-style-type: none"> • Set up Barricades to isolated work zones. • Ground Protection in place for man lift. • Set up equipment to gain exterior facade access (Based on Man Lift for Exterior Facade Access). • Remove the existing sealant and backer rod. • Mechanically clean the existing masonry joint bond lines. • Cleaning the existing window frame to glass transitions for the wet seal application. • Install the sealant manufacturers recommended backer rod at masonry control and window perimeter joints. • Install new sealant using the manufacturers specification. • Dry tool newly installed sealant to insure good adhesion and a uniform appearance. | <p>\$144,478.16</p> |



1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Galveston College- Dr. Van Patterson
Moody All Windows

4015 Avenue Q
Galveston, Tx 77510

Print-date: 6-22-2022

82

Dear Dr. Patterson,

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #21/039-MR-08 and excludes proprietary vender and Owner's separate contractor pricing.

PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:
Item: Moody Hall All Windows Sealant Replacement

Location: Include the following conditions at all Elevations and above main roof line walls:

- Exterior Window Frame to Masonry Transitions (Window Perimeters)
- Exterior Vertical inside transitions of masonry walls
- Cracks in the Masonry walls (Existing and new conditions)
- Window Frame to Glass Transitions (Wet Seal)
- Window Frame Metal to Metal Returns and Seams
- Entrance Doors of each Location

Scope Outline:

- Set up Barricades to isolated work zones.
- Ground Protection in place for man lift.
- Set up equipment to gain exterior façade access (Based on Man Lift for Exterior Facade Access).
- Remove the existing sealant and backer rod.
- Mechanically clean the existing masonry joint bondlines.
- Cleaning the existing window frame to glass transitions for the wet seal application.
- Install the sealant manufacturers recommended backer rod at masonry control and window perimeter joints.
- Install new sealant using the manufacturers specification.
- Dry tool newly installed sealant to insure good adhesion and a uniform appearance.

Warranty:

- A. Provide Owners with 2-Year workmanship Warranty on material installed.
- B. Provide the Sealant Manufacturer's 10-Year Warranty (Based on an approved mockup and adhesion test).

Price Breakdown

| Title | Description | Price |
|---------------------|-------------|---------------------|
| RS Means | | \$173,735.16 |
| Houston CCI .992 | | \$-1,737.35 |
| Choice Partners .84 | | \$-27,519.65 |
| Discount | | \$0.00 |
| Total Price: | | \$144,478.16 |

PRECEDENCE

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal. 83
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface de-watering, of the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on the inquire drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

- 1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
- 2. On/off-site detention are not included.
- 3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
- 4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps of pits.

COMMERCIAL TERMS & CONDITIONS

- 1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
- 2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and require shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
- 3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
- 4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
- 5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
- 6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles. 84
- 7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
- 8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
- 9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,
Joel Mueller
Director of Business Development
Generocity Services, Inc.

Signature: _____

Print Name: _____

Date: _____

TEXAS

Data Release : Year 2022 Quarter 1

Unit Cost Estimate

| Quantity | LineNumber | Description | Unit | O&P | Ext. Mat. | Ext. Labor O&P | O&P | Ext. Total | Notes | |
|----------|--------------|--|------|----------|--------------|----------------|------|--------------|----------------------------|--|
| 1.5 | 013113200200 | Field personnel, project manager, average | Week | \$ - | \$ - | \$ 6,000.00 | \$ - | \$ 6,000.00 | | |
| 3 | 013113200260 | Field personnel, superintendent, average | Week | \$ - | \$ - | \$ 11,175.00 | \$ - | \$ 11,175.00 | | |
| 2 | 015433400075 | Rent aerial lift, articulating boom, to 60' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost. | Week | \$ - | \$ - | \$ - | \$ - | \$ 4,824.36 | | |
| 2 | 015436501300 | Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer | Ea. | \$ - | \$ - | \$ 532.00 | \$ - | \$ 742.00 | 1 mob and 1 demob for lift | |
| 1 | 024119190950 | Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost | Ton | \$ 97.00 | \$ - | \$ - | \$ - | \$ 97.00 | 85 | |
| 5 | 024119192045 | Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost | C.Y. | \$ - | \$ - | \$ 232.50 | \$ - | \$ 232.50 | | |
| 5 | 024119192085 | Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost | C.Y. | \$ - | \$ - | \$ 107.50 | \$ - | \$ 107.50 | | |
| 1500 | 040120200320 | Pointing masonry, tuck, cut and re-point, hard mortar, common bond | S.F. | \$ - | \$ 1,365.00 | \$ - | \$ - | \$ 13,800.00 | \$ 15,165.00 | |
| 7250 | 040120400050 | Sawing masonry, brick or block, by hand, per inch depth | L.F. | \$ - | \$ 435.00 | \$ - | \$ - | \$ 33,640.00 | \$ 41,107.50 | |
| 7250 | 040120520420 | Cleaning masonry, high pressure wash, average soil, biological staining, water only, excludes scaffolding | S.F. | \$ - | \$ - | \$ 11,237.50 | \$ - | \$ 13,412.50 | | |
| 640 | 062516105800 | Plywood paneling, knotty pine, veneer core, A 2 grade, 3/4" thick | S.F. | \$ - | \$ 2,176.00 | \$ - | \$ - | \$ 2,860.80 | \$ 5,036.80 | Used 10- 4x8 sheets around landscaping areas |
| 7250 | 070505100020 | Selective demolition, thermal and moisture protection, caulking/sealant, to 1" x 1" joint | L.F. | \$ - | \$ - | \$ 7,032.50 | \$ - | \$ 7,032.50 | | |
| 7250 | 079219100050 | Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1" x 1", in place | L.F. | \$ - | \$ 43,137.50 | \$ - | \$ - | \$ 25,665.00 | \$ 68,802.50 | |

| | |
|---------------------|----------------------|
| R S Means Estimate | \$ 173,735.16 |
| Houston CCI .99 | \$ (1,737.35) |
| Choice Partners .84 | \$ (27,519.65) |
| Sub Total | \$ 144,478.16 |
| Grand Total | \$ 144,478.16 |

Consider Approval of Facilities Committee Recommendation for Asbestos Abatement and Structural Demolition of House Located at 4002 Avenue Q

Staff requests Board approval to conduct asbestos abatement and structural demolition of the house at 4002 Avenue Q. Written quotes were requested from three vendors for this project. Staff recommends approval of the proposal from A&M Environmental, LLC which is priced at \$15,250.00 for the asbestos abatement and \$7,450.00 for demolition of the house. The company will furnish all labor, tools, equipment and other necessary supplies for the removal of asbestos containing material and demolition of the house. The source of funding is the Education and General Fund. Proposals are available for review upon request.

| Vendor | Cost |
|---|-------------|
| A&M Environmental, LLC 101 Main Street Pasadena, Texas 77506 | \$22,700.00 |
| American-INC (American Industry National Contractors, LLC) 9626 Trailing Moss Drive Houston, Texas 77064 | No Bid |
| TRT Environmental, LLC 3003 Bingle Road Houston, Texas 77055 | No Bid |

Consideration of MOU Between Galveston College Foundation and Galveston College for Funds Donated to the Building Tomorrow Capital Campaign

Staff requests Board approval of a Memorandum of Understanding (MOU) between Galveston College Foundation and Galveston College for the management of funds donated to the Building Tomorrow Capital Campaign. If approved, the Board authorizes the College President to sign the MOU. The MOU will commence on the date of signature, and dissolve at the end of the Building Tomorrow Capital Campaign, or for a period not to exceed five years.

MEMORANDUM OF UNDERSTANDING
Galveston College Foundation and Galveston College

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between:

Galveston College Foundation, a 501(c)(3) non-profit organization that receives gifts, grants, donations, and scholarships for the benefit of Galveston College and its students, and **Galveston College**, an innovative public post-secondary institution dedicated to student success, teaching, and learning, creates accessible learning opportunities to fulfill individual and community needs by providing high-quality educational programs and services.

1. Purpose: The purpose of the MOU is to set out the roles and responsibilities of each of the above entities related to funds donated during the duration of the *Building Tomorrow Capital Campaign*, which is a campaign to raise funds from private support that will be used to pay down revenue bonds funding the building of Galveston College's Health Sciences Education Center (the "Project").
2. Roles and Responsibilities:
 - A. Galveston College Foundation (the "Foundation") agrees to the following:
 - (1) The Foundation will receive funds contributed from donors for the Project. The Foundation agrees that all contributions received for the Project will be reported as contributions by the Foundation as required by law.
 - (2) The funds received will be deposited and held by the Foundation in one or more separate investment accounts until such time as the College requests funds be transferred to a College account. Investment earnings or losses and investment management fees will be accounted for by the Foundation and will be withdrawn from the investment account. The Foundation will not otherwise charge a fee for receiving the funds. Funds received for the Project will not be co-mingled with other assets held by the Foundation.
 - (3) The Foundation will maintain financial books and records for the contributions received for the Project in accordance with generally accepted accounting principles.
 - (4) The Director of Development and Galveston College Foundation will be responsible for timely receipting of these funds as well as submitting any private foundation or donor grant reports required by donors.
 - B. Galveston College (the "College") agrees to the following:
 - (1) Allow the Foundation's Board of Directors and its Finance Committee to accept contributions for the Project; and, once funds are deposited into the Foundation's investment account, apply its Investment Policy to the management of the Project's restricted funds. Funds not designated as endowment funds for the Project, shall be invested only on a short-term basis. Funds received will be deposited as designated by

the donor into an account for the Project or an account for the endowment of the Project. The College acknowledges that the Foundation will be responsible for said funds, but agrees that investment earnings or losses may increase or decrease the principal amount of the invested funds.

- (2) The College agrees to respond to requests of the Director of Development and Galveston College Foundation for information and data necessary to write and submit reports to donors for this Project and other purposes.
- (3) The College authorizes its President or his designee to request and authorize transfer of funds from the Foundation's investment account to the College in writing and with his signature signifying his authorization of the transfer.
3. Reporting Requirements: The Foundation will provide, as received, regular reports to the College on the investment accounts and contributions received for the Project. The College will provide timely building project information and data as needed by the Foundation.
4. Time Frame: This MOU will commence on DATE OF SIGNATURE and will dissolve at the end of the Project, which may continue for a maximum of five years.
5. Agreement: This Memorandum of Understanding is the complete agreement between the Foundation and the College and may be amended only by written agreement signed by each of the parties involved.
6. Signatures: The MOU must be signed by all parties. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.

GALVESTON COLLEGE FOUNDATION

By: _____
Keith McFatrige, Chair (Date)

GALVESTON COLLEGE

By: _____
Dr. Myles Shelton, President (Date)

Consider Approval of Proposal for Hotel Room and Catering Contract for the
2023 Women In Industry Conference

A request for Proposal (RFP) for a Host Venue for the Women In Industry Conference to be held in Galveston in 2023, was advertised in the local paper and was sent to two vendors. One response was received. The proposal is available for Board review if desired.

Staff requests approval of this proposal to host the 6th Annual Women In Industry Conference on March 23, 2023, at Moody Gardens Hotel, Spa, and Conference Center. This conference will provide information about high-wage, high-demand jobs in the petrochemical and construction fields. Participants will hear from women in the industry about specific careers and what it takes to obtain a position in that field and get college information regarding classes, financial aid, degrees, and certificates in the petrochemical and construction fields.

The funding source for this project is corporate sponsorships.

| Program | Vendor | Services | Cost | Funding Source |
|------------------------------------|---|------------------------|----------------------------------|------------------------|
| Technical & Professional Education | Moody Gardens Hotel, Spa & Conference Center Seven Hope Blvd, Galveston, Texas 77554 1-409-741-8484 | Meeting Rooms/catering | \$126,612.76 Includes 20% S/C | Corporate Sponsorships |
| | | Audio/visual Services | \$19,079.18 | |
| | | Total Costs | \$145,691.94 | |

Consider Acceptance of U.S. Department of Education Title V Grant Award –
Developing Hispanic-Serving Institutions (DHSI) Program for Project Year 2022-23

Galveston College has received grant award notification from the U.S. Department of Education for Year 5 for the Title V project titled, “Pathway Model for Improved Teaching, Advising, and Transfer at a Hispanic-serving Community College.” The grant amount for Year 5 is \$549,954 for the fifth budget period of October 1, 2022, through September 30, 2023. This is the fifth year of the grant period for a total award amount of \$2,749,938.

Funding will allow for the redesign of instruction and advising across five college-defined **pathways** (Allied Health, STEM, Public Services, Business & Industry, and Arts & Humanities). This will include redesign of high-risk courses by pathway, development of a new comprehensive pathways advising system, creation of flexible collaborative learning spaces, renovation of key student services spaces, and updated Information Technology capacity to support an integrated, data-driven pathway advising model. A key aspect of the new pathways system will be the development of pathway-specific articulation and transfer agreements with regional four-year institutions to promote student transfer within their pathway.

Staff recommends acceptance of this grant award.

Note: On September 14, 2016, the Board of Regents approved a Memorandum of Understanding between the College and Ramona Munsell & Associates Consulting, Inc. (RMA) to assist in developing a successful grant application for submission. It was agreed that a consulting fee equal to ten percent of the amount of the Title V grant funds would be paid to RMA from non-grant funds upon the award of the grant for each year during the term of the grant.



US Department of Education
Washington, D.C. 20202

P031S180087 - 22

GRANT AWARD NOTIFICATION

10

PR/AWARD NUMBER: P031S180087 - 22
RECIPIENT NAME: Galveston College
GRANTEE NAME: GALVESTON COLLEGE
4015 AVE Q,
GALVESTON, TX 77550 - 7447
PROGRAM INDIRECT COST TYPE: No Indirect cost allowed
PROJECT INDIRECT COST RATE: NA

TERMS AND CONDITIONS

(1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:

- 1) THE RECIPIENT'S APPLICATION (BLOCK 2);
- 2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180, NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND
- 3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

IN ACCORDANCE WITH 2 CFR 200.308(c)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THIS AWARD SUPPORTS THE FINAL BUDGET PERIOD FOR THIS PROJECT. THE RECIPIENT IS REQUIRED TO SUBMIT ALL NECESSARY REPORTS TO THE DEPARTMENT OF EDUCATION WITHIN 120 DAYS AFTER THE END OF FEDERAL SUPPORT IN ACCORDANCE WITH 2 CFR 200.328 AND 200.329 (BLOCK 6).

- (2) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN. If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:
 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (See 2 CFR 200.331(a))
 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (See 2 CFR 200.1)
- (3) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at <http://www2.ed.gov/policy/fund/reg/fbci-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (4) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.



**US Department of Education
Washington, D.C. 20202**

P031S180087 - 22

GRANT AWARD NOTIFICATION

A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

Validity unknown

Digitally signed by NJERT CLARK

Date: Wed Aug 03 14:43:20 EDT 2022



AUTHORIZING OFFICIAL

DATE

Consider Approval of Proposal to Contract with Assessment Technologies Institute (ATI) to offer Educational Resources to Nursing Students

Staff requests approval of the proposal to contract with Assessment Technologies Institute, LLC (ATI) to provide access to online educational products for the Associate Degree Nursing and Vocational Nursing programs. These products include review models, skills reviews, practice exams for the students, test banks for the faculty, NCLEX review programs and much more. These resources will be available to all Nursing students and faculty and the actual cost will vary based upon enrollment. The cost of these services will be paid out of student course fees that are collected during registration.

ATI is the sole source for this educational service. ATI is the only company that offers this comprehensive package to students and faculty. It provides the support and resources for student success. Elements of ATI are not available through other vendors, such as HESI. This company offers a vast array of products and services that other companies do not.

ATI offers the resources that support the achievement of the Nursing programs’ student learning outcomes and that provide faculty with consultative and professional development resources to improve teaching strategies, curricular alignment and test construction.

The total cost of this contract shall not exceed \$106,890 and includes the following:

| Vendor | Cohort | Cost | Estimated Students | Extended |
|---------------|--|-------------|---------------------------|------------------|
| ATI | ADN 1 st Year Students Fall 2022 | \$351.25 | 60 | \$21,075 |
| | ADN 1 st Year Students Spring 2023 | \$351.25 | 60 | \$21,075 |
| | ADN 2 nd Year Students Fall 2023 | \$351.25 | 60 | \$21,075 |
| | ADN 2 nd Year Students Spring 2024 | \$341.25 | 60 | \$21,075 |
| | VN Students Summer 2023 | \$418.33 | 18 | \$7,530 |
| | VN Students Summer 2023 | \$418.33 | 18 | \$7,530 |
| | VN Students Summer 2023 | \$418.33 | 18 | \$7,530 |
| | | | Total | \$106,890 |



September 13, 2022

Galveston College
4015 Avenue Q
Galveston, TX, 77550

Ms. Atterberry,

Assessment Technologies Institute, LLC ("ATI") is the copyright holder and sole and exclusive owner of ATI's products and services, including the ATI Supreme Essentials Bundle for testing, remediation, and NCLEX preparation, which are distributed exclusively by ATI. These resources are proprietary to ATI, not available for purchase through any other source and may only be procured directly from ATI.

For additional information about our products and services, or if any further information is required, please feel free to contact us at 913-721-5695.

Sincerely,

Matt Costello
Director, South Region
11161 Overbrook Rd
Leawood, KS 66211



Client Executive: Tiffini Turner
Phone: 913-239-1538
Email: Tiffini.Turner@atitesting.com

| | | |
|---|---|---|
| Bill To: 4015 Avenue Q R-265 Galveston, TX 77550-7496 US | Ship To: 4015 Avenue Q R-265 Galveston, TX 77550-7496 US | Customer: Galveston College ADN Customer ID: 2772 Quote Date: 8/25/2022 Quote Total: \$84,300.00 |
|---|---|---|

| Cohort Name | Est. # of Students* | # of Installments | Price Per Student | First Installment Date | Start Date | Cohort Total |
|-------------|---------------------|-------------------|-------------------|------------------------|-------------|--------------|
| 0524 | 60 | 4 | \$1,405.00 | August 2022 | August 2022 | \$84,300.00 |

*Estimated number of students at time of quoting. This number is subject to change based on enrollment updates.

Installment Schedule

| Expected Invoice Date | Est. # of Students | Installment Price Per Student | Installment Amount |
|-------------------------------|--------------------|-------------------------------|--------------------|
| 0524 - Institution Pay | | | |
| August 2022 | 60 | \$351.25 | \$21,075.00 |
| January 2023 | 60 | \$351.25 | \$21,075.00 |
| July 2023 | 60 | \$351.25 | \$21,075.00 |
| January 2024 | 60 | \$351.25 | \$21,075.00 |

| | |
|----------------------|-------------|
| Subtotal | \$84,300.00 |
| Tax | \$0.00 |
| Total | \$84,300.00 |
| Payment Terms | Net 30 |



ATI Resources Included

Cohort: 0524

Bundle: Supreme Bundle - RN

Achieve
ATI Plan Student Orientation
Civility Modules
Critical Thinking Entrance/Exit exams
Custom Assessment Builder
Dosage & Calc Pharm Made Easy
Dosage & Calc Tutorial
Engage Community & Public Health RN
Engage Mental Health RN
Engaged Fundamentals RN
Learning System Adaptive
Next Gen Questions Overview
Nurse Logic
Proctorio
Pulse Student Success Predictor
RN Assessment & Remediation (9 content areas)
RN ATI Comprehensive or Customized Live NCLEX Review
RN BoardVitals
RN Comprehensive Predictor
RN Dosage & Calc Proctored Assessments
RN e-books
RN NCLEX Experience
RN Review Modules
Self Assessment Inventory
Setup Fee
Skills Modules
Video Case Studies



General Terms

Intellectual Property: All assessments, review modules, and other material provided through this Order Confirmation Form are and remain the intellectual property of Assessment Technologies Institute, LLC ("ATI") and are protected under the rights granted by copyright law. ATI's names, and the names of its products and services, are trademarks and service marks belonging to ATI. All rights are reserved by ATI. No part of the products and services may be copied, reproduced, recorded, distributed, or disclosed, in whole or in part, without written permission of ATI. You are authorized to use those ATI products and services which are specified in this ATI Order Confirmation Form, subject to payment of the corresponding fee(s) due and payable to ATI. Your access to and use of separate ATI products and/or services not specified in this ATI Order Confirmation Form will require a separate ATI Order Confirmation Form and the payment of additional fees to ATI. If Client misuses any ATI product, or fails to comply with ATI requirements regarding ATI exam administration and security, ATI reserves the right, through written notice, to terminate Client's use of ATI products and/or services.

Payment: You agree that, on or before seven (7) calendar days after the class start date (first day of classes) for each cohort accessing the ATI products specified in this ATI Order Confirmation Form, you will send to ATI, via an email, your estimated student enrollment count for each applicable cohort. If you are on a payment plan with ATI, you agree to provide your estimated student enrollment count at least seven (7) calendar days before each scheduled invoice date. ATI will invoice you based on each such estimated student enrollment count. If ATI does not receive your estimated student enrollment count via email as described herein, you agree that ATI reserves the right to invoice you based on ATI's reasonably estimated projection of your student enrollment count, as determined by your past enrollments (or, if you are a new client to ATI, based on estimates you have provided to ATI). In addition, within seven (7) calendar days after each add/drop period, you will send an email to ATI with your actual student enrollment count and ATI will adjust your next invoice to account for any necessary additional invoiced amounts due to ATI or credits due to you. If you fail to email ATI with your actual student enrollment count on or before seven (7) calendar days after an add/drop period, you agree that the estimated student enrollment count, as invoiced, will be considered your actual student enrollment count and no adjustment to your ATI account will be made. Shipment of any associated ATI materials ordered hereunder will occur within 3-5 business days after online access is provided. If you are only ordering products that will be shipped to you, ATI will invoice you for such products upon shipment. All ATI invoices are due and payable net 30 calendar days from the invoice date, however, based on your credit history, ATI reserves the right to require advance payment of any order. ATI also reserves the right to suspend online access and stop shipments in the event any payment is more than 30 calendar days overdue. Shipping and handling costs, as well as any tax owed by you, will be added to the purchase amount. If you are tax-exempt, please provide your tax exempt certificate prior to invoicing by ATI.

Miscellaneous: This Order Confirmation Form is governed by the laws of the State of Kansas. Although disagreements rarely arise, any issues not resolved to your school's satisfaction will be resolved by arbitration under the laws of the State of Kansas. While every effort has been made to make ATI products and services error-free and as complete and accurate as possible, ATI assumes no liability for errors or omissions in ATI products and services. SIMILARLY, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS PROMISED, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ATI

PRODUCT OR SERVICE. To stay current and better address the needs of our customers, ATI reserves the right to change the content of our products and services at any time, without notice. ATI's liability, actual or implied, is limited to the purchase price of the products and services ordered in this Order Confirmation Form. Other general information regarding your order of ATI products and services is at: <http://www.atitesting.com/ordering-information.aspx>. All subsequent orders with ATI will be governed by these General Terms, unless you sign a separate Order Confirmation Form for any such order(s).

Program Approval: Client certifies that Client's programs have been approved by the required applicable state agency(ies) and entity(ies) with oversight over nursing education programs. ATI reserves the right to verify such approval. If, at any time, any of Client's nursing education programs should no longer be approved by said agency or entity, Client will promptly notify ATI of its change in status and, in such case, ATI reserves the right to terminate the applicable ATI Order Confirmation Form.

Controlling Terms: The terms in this Order Confirmation Form supersede and replace the terms in all prior Order Confirmation Forms and will govern existing and future cohorts using ATI products and services.

Electronic Signature: You agree that your electronic signature, below, is the legal equivalent and as valid as your handwritten signature on this ATI Order Confirmation Form. You confirm that you are authorized to sign this ATI Order Confirmation Form and that your electronic signature constitutes your agreement with the terms herein.

Accepted by: _____

Date: _____



Client Executive: Tiffini Turner
 Phone: 913-239-1538
 Email: Tiffini.Turner@atitesting.com

| | | |
|---------------------|---------------------|---------------------------------------|
| Bill To: | Ship To: | Customer: Galveston College VN |
| 4015 Avenue Q | 4015 Avenue Q | Customer ID: 4741 |
| R-265 | R-265 | Quote Date: 9/6/2022 |
| Galveston, TX 77550 | Galveston, TX 77550 | Quote Total: \$22,590.00 |
| US | US | |

| Cohort Name | Est. # of Students | Price Per Student | First Installment Date | Cohort Total |
|-------------|--------------------|-------------------|------------------------|--------------|
| 0524 | 18 | \$1,255.00 | January 2023 | \$22,590.00 |

*Estimated number of students at time of quoting. This number is subject to change based on enrollment updates.

Installment Schedule

| Expected Invoice Date | Est. # of Students | Installment Price Per Student | Installment Amount |
|------------------------|--------------------|-------------------------------|--------------------|
| 0524 - Institution Pay | | | |
| June 2023 | 18 | \$418.33 | \$7,530.00 |
| September 2023 | 18 | \$418.33 | \$7,530.00 |
| January 2024 | 18 | \$418.33 | \$7,530.00 |

| | |
|----------------------|-------------|
| Subtotal | \$22,590.00 |
| Estimated Tax | \$0.00 |
| Total | \$22,590.00 |
| Payment Terms | Net 30 |

ATI Resources Included

Achieve
ATI Plan Student Orientation
Civility Modules
Critical Thinking Entrance/Exit exams
Custom Assessment Builder
Dosage & Calc Pharm Made Easy
Dosage & Calc Tutorial
Engage Community & Public Health PN
Engage Mental Health PN
Engaged Fundamentals PN
Learning System Adaptive
Next Gen Questions Overview
Nurse Logic
PN Assessment & Remediation (7 content areas)
PN ATI Comprehensive or Customized Live NCLEX Review
PN BoardVitals
PN Comprehensive Predictor
PN Dosage & Calc Proctored Assessments
PN e-books
PN NCLEX Experience
PN Review Modules
Proctorio
Pulse Student Success Predictor
Self Assessment Inventory
Setup Fee
Skills Modules
Video Case Studies



General Terms

Intellectual Property: All assessments, review modules, computer software programs, and other material provided through this Order Confirmation Form, including all updates, upgrades, and new versions thereto, are and remain the intellectual property of Assessment Technologies Institute, LLC ("ATI") or its licensors and are protected under the rights granted by copyright law. ATI's names, and the names of its products and services, or the names of its licensor's products and services, are trademarks and service marks belonging to ATI or its licensors. All rights are reserved by ATI and/or its licensors. No part of the products and services may be resold, copied, reproduced, recorded, distributed, or disclosed, in whole or in part, without written permission of ATI. Your right to use any products comprised of computer software programs will be web-based only and will not be installed on your servers. You are authorized to use those ATI products and services which are specified in this ATI Order Confirmation Form, for use by your enrolled students, administrators, preceptors, faculty and staff, subject to payment of the corresponding fee(s) due and payable to ATI. Except as noted herein, you will not grant access to any other person without ATI's written permission. Your access to and use of separate ATI products and/or services not specified in this ATI Order Confirmation Form will require a separate ATI Order Confirmation Form and the payment of additional fees to ATI. If Client misuses any ATI product, or fails to comply with ATI requirements regarding ATI exam administration and security, ATI reserves the right, through written notice, to terminate Client's use of ATI products and/or services.

Payment: You agree that, on or before class start date (first day of classes) for each cohort accessing the ATI products specified in this ATI Order Confirmation Form, you will send to ATI, via an email, your estimated student enrollment count for each applicable cohort. If you are on a payment plan with ATI, you agree to provide your estimated student enrollment count at least seven (7) calendar days before each scheduled invoice date. ATI will invoice you based on each such estimated student enrollment count. If ATI does not receive your estimated student enrollment count via email as described herein, you agree that ATI reserves the right to invoice you based on ATI's reasonably estimated projection of your student enrollment count, as determined by your past enrollments (or, if you are a new client to ATI, based on estimates you have provided to ATI). In the event the estimated Student enrollment count changes within thirty (30) days of receipt of invoice, you may request via email a one-time enrollment count adjustment from ATI via an email providing the actual enrollment count and ATI will adjust your invoice to account for the updated enrollment count, which may include a credit towards the next invoice or additional invoiced amounts due to ATI if the number of students in the actual Student enrollment count increased over the estimated Student enrollment count. If you fail to email ATI with an actual student enrollment count within thirty (30) days of receipt of an invoice based on estimated Student enrollment count, you agree that the estimated Student enrollment count, as invoiced, will be considered your actual Student enrollment count and no adjustment to your ATI account will be made. Shipment of any associated ATI materials ordered hereunder will occur within 3-5 business days after online access is provided. If you are only ordering products that will be shipped to you, ATI will invoice you for such products upon shipment. All ATI invoices are due and payable net 30 calendar days from the invoice date, however, based on your credit history, ATI reserves the right to require advance payment of any order. ATI also reserves the right to suspend or terminate online access and stop shipments in the event any payment is more than 30 calendar days overdue and will not be liable for any claims or expenses relation to such termination or suspension. Shipping and handling costs, as well as any tax owed by you, will be added to the purchase amount. If you are tax-exempt, please provide your tax exempt certificate prior to invoicing by ATI.

ATI Remote Proctoring Services: If Client is purchasing ATI Remote Proctoring Services under this Order Form, ATI proctored assessments administered by Client may be proctored with use of ATI Remote Proctoring Services described at <https://atitesting.com/remote-proctoring-terms/>. ATI Remote Proctoring Services are an additional measure of test security designed to enhance the overall integrity of the testing process for ATI's proctored exams and, accordingly, use of ATI Remote Proctoring Services does not relieve Client of its proctoring obligations or duty to ensure a secure test environment when administering ATI assessments. There are no additional fees for ATI Remote Proctoring Services, they are included with the ATI Bundle purchase, as indicated in this Order Form:

Miscellaneous: This Order Confirmation Form is governed by the laws of the State of Kansas. Although disagreements rarely arise, any issues not resolved to your school's satisfaction will be resolved by arbitration under the laws of the State of Kansas. While every effort has been made to make ATI products and services error-free and as complete and accurate as possible, ATI assumes no liability for errors or omissions in ATI products and services, and provides the products and services, as-is without warranty. SIMILARLY, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS PROMISED, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ATI PRODUCT OR SERVICE. ATI SHALL NOT BE LIABLE FOR UNAUTHORIZED USE OF ATI PRODUCTS OR SERVICES, OR ALTERATION, THEFT, OR DESTRUCTION OF YOUR DATA, FILES OR PROGRAMS. ATI DOES NOT ASSUME, AND HEREBY EXPRESSLY DISCLAIMS, ANY RESPONSIBILITY FOR, OR WARRANTY REGARDING, YOUR ABILITY TO SATISFY OR MEET ANY ACCREDITATION REQUIREMENTS. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR MONITORING AND VERIFYING INPUT TO THE ATI PRODUCTS AND SERVICES (INCLUDING WITHOUT LIMITATION NURSING PROGRAM DATA) AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY FINANCIAL, CLINICAL OR MEDICAL INFORMATION OR OTHER OUTPUT PROVIDED BY ATI PRODUCTS AND SERVICES. To stay current and better address the needs of our customers, ATI reserves the right to change the content of our products and services at any time, without notice. THE LIABILITY OF ATI, ITS LICENSORS AND SUPPLIERS AND THEIR RESPECTIVE AFFILIATES, ACTUAL OR IMPLIED, IS LIMITED TO THE PURCHASE PRICE PAID BY YOU TO ATI FOR THE PRODUCTS AND SERVICES ORDERED IN THIS ORDER CONFIRMATION FORM. Other general information regarding your order of ATI products and services is at: <http://www.atitesting.com/ordering-information.aspx>. All subsequent orders with ATI will be governed by these General Terms, unless you sign a separate Order Confirmation Form for any such order(s).

ATI Products and Services used for Program Administration: Certain ATI products and services are provided for use by your nursing program administration and not by your students. In connection with such use, you agree to: (i) comply with all laws regarding posting of personally identifiable information and your program data in connection with use of ATI products and services; (ii) be responsible for maintaining access to ATI such products, which will include tracking log-in accounts and ensuring that adequate security precautions are in place to protect username and password information for such accounts; and (iii) assume full responsibility for all aspects of your nursing program's licensure, credentialing and accreditation; ATI assumes no responsibility for any aspect of the foregoing.

Program Approval: Client certifies that Client's programs have been approved by the required applicable state agency(ies) and entity(ies) with oversight over nursing education programs. ATI reserves the right to verify such approval. If, at any time, any of Client's nursing education programs should no longer be approved by said agency or entity, Client will promptly notify ATI of its change in status and, in such case, ATI reserves the right to terminate the applicable ATI Order Confirmation Form."

Controlling Terms: The terms in this Order Confirmation Form supersede and replace the terms in all prior Order Confirmation Forms and will govern existing and future cohorts using ATI products and services.

Electronic Signature: You agree that your electronic signature, below, is the legal equivalent and as valid as your handwritten signature on this ATI Order Confirmation Form. You confirm that you are authorized to sign this ATI Order Confirmation Form and that your electronic signature constitutes your agreement. with the terms herein.

Live Review: If you are ordering ATI Live NCLEX Review services, your use of these services is subject to terms found at <https://atitesting.com/live-review-terms-and-conditions/>

Accepted by: _____

Date: _____

Consider Ratifying Acceptance of Texas Higher Education
Coordinating Board Carl D. Perkins Career and Technical Education
Basic Grant Award for Program Year 2022-23

The Texas Higher Education Coordinating Board notified Galveston College through the following Notice of Federal Grant Award that its application has been approved for Carl D. Perkins Career and Technical Education Basic Grant funds. The amount of the award is \$184,443 for the grant term beginning September 1, 2022, through August 31, 2023. Last year, the College received \$155,248.

It is recommended that the Board of Regents ratify the acceptance of this grant award.

**Notice of Federal Grant Award
to
Galveston College**

| | |
|--|--|
| Grantee's Name and Address: Galveston College 4015 Avenue Q Galveston, TX 77550 | Federal Grant Title: Career and Technical Education - Basic Grants |
| | CFDA: 84.048 |
| | Federal Grant Award Number: 2342020271 |
| Amount of Award: \$ 184,443 | Term of Grant: 9/1/2022 to 8/31/2023 |
| | Federal Grant Funding Agency: Department of Education |
| | Research and Development? No |
| | UEI No: QPEUR8N8KSU9 |
| Payment Method: Reimbursement | Congressional District Location: 14 Congressional District Place of Performance: 14 |
| Authority: P.L. 109-270, Title I, Part A, Sec. 112; Part B Sec.121 and 124; Part C, Sec. 132; 34 CFR 403.70 Authorizing legislation & 71; Subpart E; and TEC 7.109(c). SB1, 87th Leg, RS, GAA, Article IX, Section 13.01, page 63 | |
| It is mutually understood and agreed by and between the undersigned contracting parties to amend said Notice of Grant Award as follows: | |
| <p>The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application (RFA) including any addenda issued, (2) the addenda to Grantee's Application (if any), and (3) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.</p> | |
| APPROVAL: | |
| The parties signing below accept this amendment. All work performed shall be to the satisfaction of the THECB. All other terms and conditions not hereby amended are to remain in full force and effect. | |
| Signed by THECB Official: | Signed by Grantee Official: |
| Ken Martin Chief Operating Officer and Chief Financial Officer | Dr. W. Miles Shelton President |
| Date: | Date: <i>9/14/2022</i> |

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:

Ashley Salazar, Nursing Simulation Lab Coordinator/ Instructor, 9 months, tenure track

An annual salary of \$63,778 will be prorated beginning August 19, 2022

Education: D.N.P in Nursing, The University of Texas Medical Branch at Galveston;
M.S.N. in Nursing, The University of Texas Medical Branch at Galveston; B.S.N in
Nursing, The University of Texas Medical Branch at Galveston

Experience: Women's Health Care Specialist- Nurse Practitioner, UTMB; RN, UTMB

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

Following is the Investment Report describing the fiscal year 2021-22 fourth 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 fourth quarter of fiscal year 2021-22 as presented.

Board Investment Report FY 2022
Cash equivalents and Investments
Portfolio Summary Report
Forth Quarter of FY 2022 - June 1, 2022 through August 31, 2022

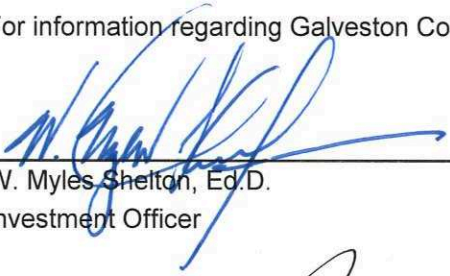
| | <u>Fair Value</u> | <u>Book Value</u> |
|--------------------------------|-------------------|-------------------|
| Beginning Value - June 1, 2022 | \$ 63,437,202 | \$ 63,437,202 |
| Additions/Subtractions (Net) | (3,962,743) | (3,962,743) |
| Change in Fair Value | - | - |
| Ending Value - August 31, 2022 | <u>59,474,459</u> | <u>59,474,459</u> |

| | |
|--|---------|
| Earnings for the Forth Quarter | 234,500 |
| Weighted Average Maturity at Ending Period Date (Days) | 9 |
| Weighted Average Earnings Rate for the Forth Quarter | 1.54% |
| Benchmark - Quarterly Average of the 4 week Treasury Yield * | 1.67% |


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.

* Note: Benchmark was changed to 28 day Treasury Yield to accurately compare to Average maturity of the portfolio.


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



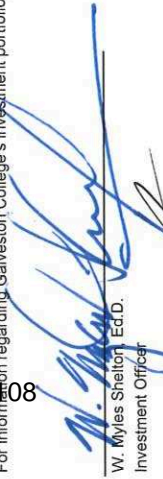
 Jeff Engbrock
 Investment Officer

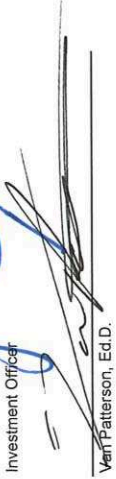
Board Investment Report FY 2022
 Cash Equivalents and Investments
 Fourth Quarter Fiscal Year 2022 Activity
 June 1, 2022 through August 31, 2022

| 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 | 1.786% | Demand | 127,961 | 128,534 | 127,961 | 573 | - | 128,534 | 0.22% | 0.00% | - | 1 | 0.00 |
| Lone Star Investment Pool - Gov | 84502 | 1.637% | Demand | 8,905,183 | 5,518,182 | 8,905,183 | 712,999 | (4,100,000) | 5,518,182 | 9.28% | 0.15% | - | 1 | 0.09 |
| Logic | 151720001 | 1.682% | Demand | 6,392,079 | 6,419,028 | 6,392,079 | 26,949 | - | 6,419,028 | 10.79% | 0.18% | - | 1 | 0.11 |
| Texpool | 000020101 | 1.578% | Demand | 5,717,227 | 5,739,845 | 5,717,227 | 22,618 | - | 5,739,845 | 9.65% | 0.15% | - | 1 | 0.10 |
| Texas Term Pool | 1216-00 | 1.552% | Demand | 5,121,100 | 5,141,007 | 5,121,100 | 19,907 | - | 5,141,007 | 8.64% | 0.13% | - | 1 | 0.09 |
| MNB Repurchase Account | 3128X1PZ4 | 0.200% | Open | 806,601 | 1,336,634 | 806,601 | 530,033 | - | 1,336,634 | 2.25% | 0.00% | - | 1 | 0.02 |
| Moody Bank CD | 60020393 | 1.000% | 2/12/23 | 3,037,532 | 3,045,195 | 3,037,532 | 7,663 | - | 3,045,195 | 5.12% | 0.05% | 1,565 | 164 | 8.40 |
| Vanguard Mutual Fund | 09914660032 | 1.410% | Demand | 689,476 | 691,911 | 689,476 | 2,436 | - | 691,911 | 1.16% | 0.02% | - | 1 | 0.01 |
| TOTAL OPERATING | | | | 30,797,159 | 28,020,337 | 30,797,159 | 1,323,178 | (4,100,000) | 28,020,337 | 47.11% | 0.70% | 1,585 | | 8.82 |
| RESTRICTED | | | | | | | | | | | | | | |
| Lone Star Invest. - 2022 Bond Proceeds | 84502 | 1.589% | Demand | 30,778,318 | 29,585,112 | 30,778,318 | 119,919 | (1,313,126) | 29,585,112 | 49.74% | 0.79% | - | 1 | 0.50 |
| Lone Star Invest. - 2022 Bond Reserve | 84502 | 1.561% | Demand | 1,861,725 | 1,869,010 | 1,861,725 | 7,285 | - | 1,869,010 | 3.14% | 0.05% | - | 1 | 0.03 |
| TOTAL RESTRICTED | | | | 32,640,044 | 31,454,122 | 32,640,044 | 127,204 | (1,313,126) | 31,454,122 | 52.89% | 0.84% | - | | 0.53 |
| GRAND TOTAL | | | | 63,437,202 | 59,474,459 | 63,437,202 | 1,450,382 | (5,413,126) | 59,474,459 | 100% | 1.54% | 1,585 | | 9.35 |

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 - Forth Quarter of FY 2022
For June 1, 2022 through August 31, 2022

| <u>Investments</u> | <u>August</u> | <u>4th Quarter</u> | <u>Fiscal YTD</u> |
|---|----------------|--------------------|-------------------|
| Operating | | | |
| MNB Money Market Account | 213 | 579 | 2,828 |
| Lonestar Corp | 264 | 573 | 780 |
| Lonestar Gov | 10,620 | 26,546 | 34,062 |
| LOGIC | 11,765 | 26,949 | 36,898 |
| Texpool | 10,524 | 22,618 | 28,937 |
| Texas Term | 9,211 | 19,907 | 25,145 |
| Vanguard | 1,099 | 2,436 | 3,093 |
| Moody National Bank CD | 2,585 | 7,667 | 30,303 |
| Total Investment Operating Interest | 46,281 | 107,275 | 162,046 |
| Restricted | | | |
| Lonestar - 2022 Bond Reserve | 3,404 | 7,285 | 8,771 |
| Lonestar - 2022 Bond Proceeds | 55,784 | 119,919 | 144,801 |
| Total Investment Restricted Interest | 59,189 | 127,204 | 153,572 |
| Demand Deposit | | | |
| Moody National Bank | 7 | 21 | 84 |
| Total Demand Deposit Interest | 7 | 21 | 84 |
| GRAND TOTAL INTEREST EARNED | 105,477 | 234,500 | 315,702 |

The Board of Regents will adjourn to a closed meeting in Room M-220 to discuss the purchase and value of real property as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, under the following provision of the Act: Section 551.072, Deliberations about Real Property. Following this closed meeting, the Committee will reconvene the Board of Regents Regular (Open) Meeting in Room M-220 to address **Agenda Item XII**.

The Board of Regents will adjourn to a closed meeting in Room M-220 to discuss the purchase and value of real property as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, under the following provision of the Act: Section 551.072, Deliberations about Real Property. Following this closed meeting, the Committee will reconvene the Board of Regents Regular (Open) Meeting in Room M-220 to address **Agenda Item XII**.

Consider Approval of Facilities Committee Recommendation Regarding the Purchase of
Real Property

The Board of Regents is scheduled to convene in a closed meeting to deliberate the purchase and value of real property. Following that closed meeting, the Board will reconvene the open meeting and may take action as a result of that discussion.