GRANT TITLE: Emergency Aid

GRANT TITLE: Emergency Aid and Technical Assistance for Texas Community Colleges: Continued Support

for Cohort 1 GTF ID# 8020 AMOUNT: \$10,000

APPROVAL DATE: July 23, 2025



#### **GREATER TEXAS FOUNDATION**

# **Grant Agreement**

The undersigned representative of Galveston College (the "Grantee") accepts this Grant made by Greater Texas Foundation (the "Foundation") as described in the Award Notification Letter dated July 31, 2025 and in consideration of such Grant agrees as follows:

### Section 1: Definitions

For all purposes of this Grant Agreement, except as otherwise provided herein or unless the context otherwise requires, the terms defined in this section have the following meanings assigned to them.

"Award Notification Letter" means the accompanying cover letter to the Grant Agreement.

"Branding Guidelines" mean details on how to ensure that the foundation's grantmaking programs are portrayed accurately in all communications.

"Code" means the Internal Revenue Code of 1986 as amended.

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, (including, without limitation, documents, prototypes, and samples), which is designated as "Confidential," "Proprietary" or some similar designation. It excludes information that is publicly known.

"Earmark" means to designate grant funds for a specific use or to a specific person or entity.

"Foundation" means Greater Texas Foundation or any of its successor entities.

"Grant" means the award of funds to the Grantee to undertake the Grant Purpose(s) outlined in the Grant Agreement.

"Grant Agreement" means this document and its attachments or other documents expressly described in this document as part of this document.

"Grant Funds" means any monetary payment made to the Grantee for the Grant Purpose(s).

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"Grant Period" means the period of time from the grant start date to the grant end date.

"Grant Purpose(s)" means the purpose(s) of the Program/Project for which funds are being awarded.

"Grantee" means Galveston College.

"Key Individuals" means the individuals most responsible for administering/performing, implementing and completing the Program/Project in the Grant Agreement.

"Materials" means (i) work products developed during the course of the Program/Project such as prototypes, presentations, recorded discussions, diagrams and status reports; and (ii) deliverables resulting from the Program/Project which may include, but are not limited to, articles, books, advertisements, blogs, newsletters, brochures, social media pages, websites, curricula, evaluation tools, toolkits, presentations, proceedings, testimony, case studies, and policy briefs.

"Parties" means the Grantee and Greater Texas Foundation including the word "Party" when applied to one of the Parties.

"Program/Project" means the individual or collaborative work described in the Grant Agreement and approved by the Foundation that is planned and designed to achieve the Grant Purpose(s).

"Reporting Requirements" means that information about the Program/Project required to be provided to the Foundation at those times throughout the Grant Period as shown in Schedule C, and as amended from time to time at the Foundation's discretion.

"Targeted Audience" means the group of people who will benefit from the Grant Purposes.

#### Section 2: Grant Amount, Purpose, Period and Disbursements

2.1. The Grantee is awarded \$10,000, to be disbursed as indicated in Schedule A, to provide emergency aid awards directly to students by applying the grantee's emergency aid policies and procedures developed as a part of the Texas Emergency Aid Roadmap program (the "Grant Purpose(s)"). The Grant Period will be from August 1, 2025 to August 31, 2026 (the "Grant Period"). All grant disbursements are subject to the terms and conditions of this Grant Agreement.

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2.2. The Foundation will use reasonable efforts to disburse Grant Funds: (i) within thirty (30) days after the earliest payment date for such disbursement shown in the Schedules of Disbursements attached as Schedule A, or; (ii) on such earlier date as the Foundation chooses to make a scheduled disbursement, in whole or in part, upon such terms and conditions as Foundation may reasonably require, including the Foundation's approval of any required reports or the satisfaction of any other conditions of early disbursement.

## Section 3: Expenditure of Grant Funds

- 3.1. The Grant will be used by the Grantee for the specific charitable purpose(s) presented in the Grant Agreement, and Grant Funds received, any investment income earned, or gains realized under this Grant Agreement by Grantee with respect to such Grant Funds, shall be expended for no other purpose(s) without the express, written approval of the Foundation.
- 3.2. Any portion of the Grant Funds unexpended at the completion of the Grant Period shall be returned to the Foundation unless otherwise determined by the Foundation.
- 3.3. Grantee will utilize the Grant Funds only for charitable and educational activities consistent with its tax-exempt status. Without limiting the generality of the preceding sentence, Grantee will not intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by section 501(c)(3) of the IRC or, if applicable, IRC sections 501(h) and 4911.
- 3.4. Grantee specifically agrees that no part of the Grant Funds will be used to (i) make any grant which does not comply with requirements of Sections 4945(d)(3) and (4) of the Code; or (ii) make grants to other organizations which are not described as an organization under the Code, Section 501(c)(3) and 509 (a)(1), (2) or (3), and 170(c)(1).
- 3.5. Grantee acknowledges that the Foundation has not Earmarked Grant Funds for any organization or individual other than the Grantee, and no agreement, oral or written, exists between the Foundation and the Grantee for the Earmarking of funds for a specific, named organization or individual. Grantee agrees that it is responsible for distribution of Grant Funds as provided in the Grant Agreement.

## Section 4: Compliance

4.1. Consistent with Executive Order 13244 and the USA Patriot Act, Grantee agrees that no portion of Grant Funds will be used to support terrorism, or will be diverted to other individuals or organizations which have assisted, sponsored, or provided financial, material, or technological support for terrorists or persons

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associated with terrorists.

- 4.2. Grantee agrees that Grant Funds are awarded for the use of the Targeted Audience within the state of Texas.
- 4.3. By countersigning this Grant Agreement, Grantee warrants (a) that grantee is (i) an organization described in section 501(c)(3) of the Code, and is further classified as a public charity within the meaning of either Section 509(a)(1) or 509(a)(2) of the Code, or a Type I, Type II, or functionally integrated Type III supporting organization under Section 509(a)(3) of the Code (collectively, a "Public Charity"), or (ii) a governmental unit described in Section 170(c)(1) or 511(a)(2)(b) of the Code, and (b) that receipt of the Grant will not adversely affect Grantee's current status as a Public Charity.
- 4.4. Grantee agrees to notify the Foundation immediately, in writing, if (i) Grantee's federal tax status is revoked or altered; (ii) Grantee has reasonable grounds to believe its tax exempt status may be revoked or altered; or (iii) Grantee has reason to believe that Grant Funds cannot be expended for the specified Grant Purpose(s) in the Proposal.
- 4.5. Grantee certifies that the Grant will not jeopardize Grantee's current status as an organization described in Section 5.3 hereof, and further agrees to notify the Foundation at any time that Grantee has reasonable grounds to believe it may lose its status as an organization described in 5.3. In the event that Grantee loses the tax status required by Section 5.3 before all Grant Funds are disbursed, all obligations of the Foundation to make further disbursements will terminate effective on the date that the Grantee's tax status is revoked.
- 4.6. Grantee certifies that it is, and throughout the Grant Period will remain, in compliance with all laws, rules, regulations, and orders of any governmental authority applicable to Grantee, and that the Grant does not contravene any such law, rule, regulation or order. Grantee will cooperate with the Foundation in supplying such additional information or taking such steps as reasonably required to establish that Grantee and this Grant are in compliance with all laws, rules, regulations, and orders of any governmental authority applicable to Grantee or this Grant.

## Section 5: Grant Announcements, Publications and Communications

5.1. The Foundation supports transparency and will disclose its grants as required by law and through its own digital content, principally its website and automated feeds to other data sources in the philanthropic sector. This data generally includes Grantee name, grant amount, duration, award date and purpose. No additional permission from the Foundation is required for Grantee to share this information. The Foundation encourages, but does not require, Grantee to include the Foundation in lists of funders and annual reports as a matter of transparency and accountability.

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To ensure that the Foundation's grantmaking programs are portrayed accurately, any other use of the Foundation's brand, such as its name, logo (or the like) for display in or on titles of programs; research reports; paid advertisements; press releases; in meeting materials and digital content and other forms of public communication, must be reviewed and preapproved by the Foundation. Details regarding the Foundation's Branding Guidelines can be found in Schedule D. Grantees should acknowledge Foundation support only in relation to the relevant Program/Project being funded. All requests for approval should be directed to the Foundation.

5.2. Nothing within this Grant Agreement is intended to interfere with either Party's right to publish, present, or otherwise disseminate papers and information relating to the results arising from this Grant. Grantee agrees to provide draft copies of any proposed publication, or other written material intended for public presentation, resulting from this Grant at least thirty (30) days in advance of publication or public presentation for the Foundation to review and comment. Within thirty (30) days of the other Party's receipt of the manuscript or abstract, the other Party shall identify, in writing, for the publishing Party specific information in the manuscript or abstract that the other Party identifies as patentable or the other Party's Confidential Information. The publishing Party may proceed with release/publication of information if the non-publishing Party does not respond within the thirty (30) day review period. Grantee further agrees to include disclaimer language suggested below with any published research or report.

"The opinions expressed in this report are those of the author(s) and do not necessarily reflect the views of Greater Texas Foundation or any director, officer or employee thereof."

- 5.3. The Grantee shall provide the Foundation, in a timely manner, copies of all final public communications regarding the Grant, including copies of media coverage.
- 5.4. Grantee agrees not to make any oral or written communication to any person which disparages, or has the effect of damaging the reputation of, or otherwise working in any way to the detriment of, the Foundation.

## Section 6: Grant Reports, Modifications and Notifications

6.1. Grantee acknowledges receipt and review of Foundation's Reporting Requirements. Grantee agrees to provide periodic reports to the Foundation in compliance with Foundation's Reporting Requirements, on the dates shown in Schedule B regarding progress toward the Grant Purpose(s) and the expenditure of Grant Funds. Requests for Grant Purpose(s) or budget modifications should be submitted in writing to the Foundation for review and approval. Grantee acknowledges that failure to submit a final report may jeopardize future funding opportunities for Grantee.

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6.2. Grantee shall provide, at the Foundation's request, any Materials that result from this Grant. All copyright interests in Materials produced as a result of this Grant are owned by the Grantee. The Grantee hereby conveys to the Foundation a nonexclusive, irrevocable, perpetual, royalty free license to reproduce, publish, or republish in print, electronic form, or in any future form not yet devised any and all Materials produced as a result of this Grant.

- 6.3. The Foundation requires, and Grantee represents and warrants to the Foundation, that Materials produced as a result of this Grant will be the original work of Grantee, or that Grantee has obtained all rights, licenses, and permissions necessary to distribute and license such Materials. This requirement does not extend to any particular Materials that are expressly identified in writing as owned by a third party.
- 6.4. Grantee is required to provide immediate notice of any change in Key Individuals and will inform the Foundation as to necessary arrangements (including identification of replacement of Key Individual(s)) to accomplish the Grant Purpose(s).

## Section 7: Record Maintenance and Inspection

- 7.1. The Foundation may monitor and conduct an evaluation of this Grant and all operations conducted pursuant to this Grant. This may include a visit or visits from Foundation personnel to observe and discuss, with Grantee's personnel, operations related to the Grant Purpose(s) and to review financial and other records and Materials financed by Grant Funds.
- 7.2. A complete and accurate record of the Grant Funds received and expenses incurred under this Grant must be maintained by the Grantee for at least four years after all Grant Funds are fully expended. The Foundation may, at its expense and on reasonable notice to the Grantee, audit, or have audited, the Grantee's records as they relate to the Grant.

#### Section 8: Termination

8.1. The Foundation, at its sole option, may terminate this Grant Agreement or withhold payments, or both at any time if, in the Foundation's judgment, ( (i) the Foundation is of the opinion that the Grantee is incapable of satisfactorily completing, or has ceased to be an appropriate means of accomplishing, the Grant Purpose(s); (ii) the Grantee dissolves or fails to operate; (iii) the Grantee materially fails to comply with all terms and conditions included in this Grant Agreement, including any Foundation request for further documents or information; (iv) the Grantee fails to meet reporting or other obligations of the Grant; (v) significant leadership, including any Key Individuals, or other changes occur that the Foundation believes may threaten the accomplishment of the Grant Purpose(s); or (vii) such action is necessary

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to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this Grant. Any termination of the Grant Agreement pursuant to this Section 8 or cessation of further disbursements shall be made in writing to the Grantee.

8.2. If termination occurs prior to the scheduled end date of the Grant Period, the Grantee shall, upon request by the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of Grant Funds and expenditures incurred under the Grant as of the effective date of termination. Within sixty (60) days after written request by the Foundation, the Grantee shall remit all Grant Funds unexpended as of the effective date of termination. Grantee's obligations in this Section 8.2 shall survive termination.

## Section 9: Form, Method and Receipt of Notices

- 9.1. All notices required to be in writing shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Grant Agreement or such other address as either Party may specify in writing. All notices shall be effective upon (i) receipt by the Party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.
- 9.2. Notice of Grant termination or potential regulatory action or litigation that could affect this Grant must be given in writing and sent by first class, registered or certified mail, postage prepaid, or by a nationally recognized next-day courier with signature service required.
- 9.3. Any notices required by this Grant Agreement shall be delivered by form and methods noted above to the following person(s) unless notified otherwise in writing:
  - (a) From Grantee to Foundation:

Sue McMillin
President & CEO
(979) 779-6100
suemcmillin@greatertexasfoundation.org

and/or

Carol L. Miller
Director of Grants Management
(979) 779-6100
carolmiller@greatertexasfoundation.org

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Physical Address:

Greater Texas Foundation 6100 Foundation Place Drive Bryan, TX 77807

(b) From Foundation to Grantee:

Meghann Nash Degges, FAAC Director of Financial Aid (409) 944-1238 mnash@gc.edu

Physical Address:

Galveston College 4015 Avenue Q Galveston, TX 77550

#### Section 10: Indemnification

10.1. Grantee agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, agents, and volunteers from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly, or partially arising from, related to, or in connection with any act or omission of Grantee, its employees, agents, or volunteers, in applying for or accepting this Grant, in expending or applying the Grant Funds or in carrying out any Grant Purpose(s) supported by this Grant, except to the extent that such claims, liabilities, losses, and expenses arise solely from the gross negligence or willful misconduct of the Foundation, its officers, directors, employees, or agents.

### Section 11: Grantee Acknowledgements

- 11.1. Grantee hereby acknowledges that it did not provide any goods or services to the Foundation, its officers, directors, or agents in consideration of this Grant.
- 11.2. Grantee hereby acknowledges that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this Grant Agreement. Grantee further acknowledges that funding for this request does not guarantee future funding beyond the Grant Period.
- 11.3. Grantee hereby acknowledges this Grant Agreement is not intended by the Foundation and Grantee to constitute or create a joint venture, pooling arrangement,

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or formal business organization of any kind. The rights and obligations of the Parties shall be only those expressly set forth herein.

## Section 12: Governing Law

12.1. All legal proceedings or matters pertaining to this Grant shall be governed by the laws of the State of Texas. Further, any disputes arising hereunder shall be heard in the state or federal courts with subject matter jurisdiction over Brazos County, Texas.

## Section 13: Non-Assignment

13.1. This Grant Agreement may not be assigned or transferred to any third party, or to any affiliate, successor, or assign of Grantee without prior written consent of the Foundation.

## Section 14: Entire Agreement, Severability and Amendment

- 14.1. This Grant Agreement is the entire agreement between Grantee and the Foundation and supersedes any prior oral or written agreements or communication not expressly incorporated herein between the Parties regarding this subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such findings shall not affect the validity, construction, or enforceability of any remaining provision. The Grant Agreement may be amended only by written agreement of the Parties.
- 14.2. This Grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. The signature on this document of the person(s) duly authorized to make legal contracts for Grantee will represent that the Grantee has read, accepts, and agrees to comply with the terms of this Grant Agreement, and agrees to notify all related persons and agents under the direction of the Grantee to comply with all said terms.

---SIGNATURE SECTION FOLLOWS--

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# Section 15: Signatures

GRANTEE:

Name: Myles Shelton, Ed.D.				
Title: President				
Signature: Manufacture:				
Date: 7/31/2025				
Name: Meghann Nash Degges (as to content only)				
Title: Director of Financial Aid				
Signature: MQ				
Date: 7-31-2025				
GREATER TEXAS FOUNDATION:				
Name: Sue McMillin				
Title: President & CEO				
Signature: Sui mcMille				
Date: 8/1/2035				
Signature: <u>Sum mcMullu</u> Date: 8/1/2025				

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#### Schedule A

### **Schedule of Disbursements**

Disbursements are subject to all terms and conditions of related Grant Agreement.

Disbursement Number	Date of Disbursement*	Total Disbursement	
One (Initial Disbursement)	Upon execution of Grant Agreement by both Parties	\$10,000	
Total		\$10,000	

<sup>\*</sup>Listed disbursement dates are "on or about" dates and may be delayed by, among other things, weekends and holidays. Payments shall be made pursuant to section 2.2 of the Grant Agreement.

Disbursements will be mailed to:

Mr. Stephen Rowe Accountant II – Grants Galveston College 4015 Avenue Q Galveston, TX 77550

Disbursements will reference:

Emergency Aid and Technical Assistance for Texas Community Colleges: Continued

Support for Cohort 1

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#### Schedule B

## **Schedule of Required Reports**

Failure to submit a final report may jeopardize future funding opportunities for Grantee. Please see Schedule C for format. More frequent informal reports are welcomed as appropriate or needed regarding important items of note relative to the grant.

Report Name/Type	Due Date*
Final Report	August 31, 2026

\*Listed due dates are "on or about" to take into account weekends and holidays, but in no event shall any required report be sent later than the next business day after any weekend or holiday if a given date falls on a weekend or holiday.

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#### Schedule C

### Reporting Requirements

Greater Texas Foundation requires reporting at different stages during the Grant Period. Four weeks prior to the date a report is due (as indicated in your Grant Agreement), the designated contact at your organization responsible for reporting will receive a reminder email with a link to the online report. However, Grantee is not relieved of its obligation to provide its report in the event such reminder email is not sent or received. These reports are intended to keep the Foundation informed of the progress made in accomplishing the Grant Purpose(s). Reports allow the Foundation to review the impact and direction of the Grant Purpose(s), as well as provide feedback to improve our own grantmaking strategies. We recommend that you familiarize yourself with the reporting requirements as they may provide helpful guidelines throughout the project.

### FINAL REPORT as required by Schedule B

The final written report is <u>a cumulative record</u> of the work conducted over the grant <u>period</u>. It describes how this work achieved the outcomes set forth in the grant agreement. Please provide the following information.

### **Grant Summary & Impact**

- 1. Please include an executive summary of major activities and accomplishments of the grant.
- 2. What lessons did you learn from undertaking this project? For example, which strategies and/or project plans were most effective? Least effective? What would you have done differently?
- 3. How did your project help to increase postsecondary success for learners who are currently enrolled in postsecondary institutions? Are there any notable accomplishment or stories of individual impact that you would like to share?
- 4. Based on the outcomes accomplished during the grant, how is your project continuing to address the critical issues associated with emergency aid?
- 5. What has your work revealed about additional areas of need or associated critical issues not originally considered?
- 6. Please provide the following:
  - a. Number of students who received emergency aid awards
  - b. Of those that received emergency aid, how many:
    - 1. Persisted to the next semester
    - 2. Completed a degree or credential
  - c. Average amount of emergency aid awards
  - d. Top three needs/reasons students sought emergency aid (i.e. transportation, utilities, medical, etc.)

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## **Post Grant Plans**

7. What are the post-grant plans for the emergency aid program? What steps have been taken to ensure sustainability of the work?

# **Additional Information**

8. Please include a final financial report that contains a **cumulative accounting** of the income and expenditures of the foundation's funds for this grant.

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#### Schedule D

## Greater Texas Foundation Branding Guidelines

Once your grant agreement has been fully executed, you are free to announce this partnership to your audiences and through your channels in the way you deem most appropriate. However, please take note of the following guidelines:

- The grant agreement requires Greater Texas Foundation to review and approve any announcements or press releases before they are published. We are happy to provide feedback and suggestions as well as quotes.
- A few notes about using our brand:
  - o Please refer to us as Greater Texas Foundation.
  - o If you have an instance where you need to shorten our name or avoid repetition, you may refer to us as "the foundation."
  - o There is no article "the" before Greater Texas Foundation.
  - o If you need boilerplate language, please contact the foundation and we can provide it to you. We update the boilerplate periodically, so please reach out before each instance you need it for updated language.
  - o If you need a logo, please contact us and we can send you a file. Please do not alter our logo in any way.
- Once grant agreements are executed, we announce new grants on our website
  and on our social media channels. We will draft a short post to announce the
  grant and send it to you for review.

If you have any questions related to communications, or to have your announcements reviewed by the foundation, please contact Bree Miller, Programs & Strategy Associate at <a href="mailto:bmiller@greatertexasfoundation.org">bmiller@greatertexasfoundation.org</a> for assistance.