

**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 9, 2020**, 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-220 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 Regular Meeting of August 12, 2020, and Public Hearing and Special Meeting of August 17, 2020 (*Action Item*)
- 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*)
  2. Monthly Financial Reports - August (*Mr. M. Jeff Engbrock*)
- VIII. Consideration of Consent Agenda  
(*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 Facilities Committee Recommendation Regarding Change Orders for Galveston College Seibel Student Housing Project
  2. Consider Approval of Facilities Committee Recommendation Regarding Acceptance of Galveston College Seibel Student Housing Project and Payment of Final Draw Request
  3. Consider Approval of Facilities Committee Recommendation Regarding Proposed Fourth Amendment to Lease Agreement Between Galveston College and McCoy Corporation
  4. Consider Acceptance of Fiscal Year 2019-20 Fourth Quarter Investment Report
  5. Consider Ratifying Acceptance of Texas Higher Education Coordinating Board / U.S. Department of Education - Education Stabilization Fund Program Grant Award - Governor's Emergency Education Relief (GEER) Fund
  6. Consider Acceptance of U.S. Department of Education TRIO - Student Support Services Grant Award - Building Bridges to Success for Project Year 2020-21
  7. Consider Acceptance of U.S. Department of Education TRIO - Upward Bound Program Grant Award for Project Year 2020-21

8. Consider Ratifying Interlocal Cooperation Contract Between Galveston College and The University of Texas at Austin to Provide Internet Services
  9. Consider Ratifying Appointment of Full-time Instructors
  10. Consider Approval of Instructional Agreement Between Galveston College and the Upward Hope Academy for Dual Credit / Early Admissions Enrollment Classes for Academic Year 2020-21 Including Addendum
  11. Consider Approval of Proposal to Provide Fiber Connectivity to Whitecaps Apartments for Long-Term, High-Capacity Networking
  12. Consider Appointment of Voting Delegate and Alternate for the Virtual 2020 Association of Community College Trustees (ACCT) Leadership Congress
  13. Consider Adoption of Resolution Honoring the Service of Regent Carl E. Kelly to Galveston College
- X. Special Reports and Comments:
1. Student Representative
  2. Faculty Representative (*Ms. L. Janene Davison*)
  3. President (*Dr. W. Myles Shelton*)
  4. Regents
  5. Chairperson (*Ms. Karen F. Flowers*)
- XI. Adjournment
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The notice for this meeting was posted on September 4, 2020, 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 12, 2020  
5:30 p.m.**

At the Regular Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, August 12, 2020, in Room M-220 of Moody Hall, commencing at 5:30 p.m., the following Regents were present:

Ms. Karen F. Flowers, Chairperson  
Mr. Fred D. Raschke, Vice Chairperson  
Mr. Michael B. Hughes, Secretary  
Mr. Armin Cantini  
Mr. Raymond Lewis, Jr.  
Ms. Mary R. Longoria  
Mr. Carroll G. Sunseri  
Ms. Rebecca Trout Unbehagen

Faculty and staff present included Dr. W. Myles Shelton, President, Ms. Carmen Allen, Ms. Veronica Atterberry, Ms. Carla Biggers, Mr. Ron Crumedy, Mr. M. Jeff Engbrock, Ms. Carol Langston, Dr. Mary Jan Lantz, Dr. Cissy Matthews, Mr. Paul Mendoza, and Dr. Van Patterson.

- I. CALL TO ORDER REGULAR MEETING:** Chairperson Flowers opened the Regular Meeting at 5:30 p.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE:** Ms. Flowers began with a moment of silence and asked Ms. Longoria 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 6, 2020.
- IV. RECOGNITION OF GUESTS:** There were no guests attending the meeting.
- V. CONSIDER APPROVAL OF MINUTES FROM REGULAR MEETING OF JUNE 10, 2020, BOARD RETREAT / SPECIAL MEETING OF JUNE 25, 2020, AND BUDGET WORKSHOP AND SPECIAL MEETING OF AUGUST 5, 2020:** A reading of the minutes was waived. Mr. Raschke moved to approve all of the minutes as published; Mr. Hughes seconded. The motion passed unanimously.

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

**VII. INFORMATIVE REPORTS:**

1. Student Success Story: Dr. Shelton introduced this agenda item and Ms. Carmen Allen, Director of Institutional Effectiveness and Research, who presented the student success story. Ms. Allen provided preliminary data from the Texas Higher Education Coordinating Board Accountability Report currently online that will appear in the 2020 Texas Higher Education Almanac. These key data points compare Galveston College to local peers as well as state averages for community colleges. Measures that will be included in the almanac and covered by Ms. Allen were:

	<b>GC</b>	<b>State</b>
Percent Enrollment Change: Fall 2014 – Fall 2019	12.6%	8.0%
Percent Full-time and Technical Enrollment – Fall 2019	31.7%	23.1%
	30.6%	23.2%
Six-Year Graduation Rates – FY2019	48.6%	39.1%
Average Time to Degree (years) – FY2019	4.3	3.9
Average Credits to Degree – FY2019	88	81
Percent of FY2019 Degrees – Underrepresented Minorities (African American and Hispanic)	55.9%	55.7%
Transfer Rate – FY2019	23.8%	24.1%
Graduate Success (Academic) – FY2019	95.2%	90.4%
Graduate Success (Technical) – FY2019	93.2%	89.6%

Ms. Allen noted that processes are in place to improve on the numbers that are below the statewide average. Mr. Hughes asked for data on those students who transferred and obtained a four-year degree. Ms. Allen agreed to provide that information at a future Board meeting.

2. Monthly Financial Reports – June and July: Mr. M. Jeff Engbrock, Comptroller/CFO, presented the financial reports for the months of June and July 2020. The July report was reviewed. With 91.7 percent of the year completed, income generated was \$23,329,797, or 98.7 percent of the revenue budget. He reported that total expenses were \$18,670,732, or 79.0 percent of the fiscal year 2019-2020 expenditure budget. Mr. Engbrock anticipates meeting the revenue budget and will be below the expenditure budget due to operations impacted by the pandemic.

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

## IX. ACTION ITEMS:

1. Consider Approval of Policies Committee Recommendation Regarding the Adoption of Proposed Revisions to Board Policies: DH(LOCAL), DHA(LOCAL), DIAA(LOCAL), FFDA(LOCAL), FM(LOCAL), and FMA(LOCAL): Ms. Flowers turned the floor over to Mr. Carroll G. Sunseri, Chairperson of the Policies Committee. Mr. Sunseri reported that the Board Policies Committee met prior to this Regular Board Meeting to review and discuss proposed revisions to local Board policies: DH, DHA, DIAA, FFDA, FM, and FMA. They relate to:
  - Employee Standards of Conduct: Code of Professional Ethics
  - Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence for employees and students
  - Student Discipline and Penalties and the Discipline Hearing Procedures

Dr. Shelton informed the Committee that the Texas Association of School Boards (TASB) recommended these revisions in the local policies due to new Title IX regulations that require separate processes from the normal disciplinary procedures. All proposed policy revisions were posted online prior to the committee meeting. It was the Committee's recommendation and Mr. Sunseri moved to adopt the proposed local policy revisions to DH, DHA, DIAA, FFDA, FM, and FMA as presented to the Committee; Mr. Lewis seconded. The motion passed unanimously.

2. 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, 2020: The Board unanimously approved the 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, 2020. This item was passed in the Consent Agenda.
3. Consider Approval of Proposal for HVAC Service and Repair Annual Contract: The Board unanimously approved the proposal for HVAC service and repair from AMS of Houston as the primary vendor and Gowan, Inc. as the secondary vendor. This is a 12-month contract beginning September 1, 2020 through August 31, 2021, with optional annual renewals for up to four years. The source of funding is the Education and General Fund budget. This item was passed in the Consent Agenda.
4. Consider Approval of Proposal to Purchase Equipment to Convert Various Rooms Into Video Streaming Lecture Studios: The Board unanimously approved a proposal to purchase equipment to convert various rooms into two video streaming lecture studios for a total cost of \$32,756.66. Desktop computers, touchscreen monitors, and wireless keyboards and mice would be purchased from Dell (Texas DIR Contract No. DIR-TSO-3763) for a total of \$3,287.50. Carts, display monitors, audio conferencing systems, video cameras and various cables and accessories would be purchased from Datavox (TIPS Contract No. 200105)

**IX. ACTION ITEMS: (Continued)**

for \$29,469.16. The source of funding is the Title V grant. This item was passed in the Consent Agenda.

5. Consider Approval of Payment to Renew Workers' Compensation Coverage Through Texas Association of School Boards (TASB) Risk Management Fund: The Board unanimously approved a payment of \$15,742 to renew the workers' compensation aggregate deductible policy through the TASB Risk Management Fund. At the June 10, 2020 Regular Meeting, the Board authorized renewal of this coverage. TASB had not quoted an amount for the premium at that time. The policy period would be September 1, 2020 through August 31, 2021. This item was passed in the Consent Agenda.
6. Consider Approval of Payment to Renew Unemployment Coverage Through Texas Association of School Boards (TASB) Risk Management Fund: At the June 10, 2020 Regular Meeting, the Board authorized renewal of this coverage. TASB had not quoted an amount for the premiums at that time. Dr. Shelton referred the Regents to a handout with recently quoted premium information for this coverage. The amount will be \$32,500 for the policy period of October 1, 2020 through September 30, 2021, which is a 25 percent increase over last year's premium of \$26,000. He explained this increase is due to all COVID-19 related claims against the TASB Risk Management Fund. Dr. Mary Jan Lantz, Director of Human Resources and Risk Management, provided details and answered questions on unemployment claims that have been filed against the College since March and changes in eligibility. Mr. Hughes moved to approve the TASB renewal rate of \$32,500 for unemployment coverage; Mr. Cantini seconded. The motion passed unanimously.
7. Consider Approval of Investment Firms: The Board unanimously approved the recommended investment firms of Gilford Securities, Inc., Landenburg Thalmann & Company, LOGIC (Local Government Investment Cooperative), Lone Star Investment Pool, TexPool, TexTERM, and Vanguard (Mutual Funds). This item was passed in the Consent Agenda.
8. Consider Ratifying Acceptance of U.S. Department of Education Title V Grant Award – Developing Hispanic-Serving Institutions (DHSI) Program for Project Year 2020-21: The Board unanimously accepted the U.S. Department of Education Title V Grant Award – Developing Hispanic-Serving Institutions (DHSI) Program for project year 2020-21 in the amount of \$549,995. The budget period begins October 1, 2020 through September 30, 2021. This item was passed in the Consent Agenda.
9. Consider Acceptance of Faculty Resignation: The Board unanimously accepted the faculty resignation of Ms. Mary E. Pyle, Criminal Justice/Law Enforcement Academy Program Director, effective August 7, 2020. This item was passed in the Consent Agenda.

**IX. ACTION ITEMS: (Continued)**

10. Consider Acceptance of Faculty Retirement: The Board unanimously accepted the faculty retirement of Ms. Patricia A. Perry, Instructor of Associate Degree Nursing, effective August 31, 2020. This item was passed in the Consent Agenda.
11. Consider Approval of Fiscal Year 2020-21 Regular Board Meeting Dates: Dr. Shelton presented this agenda item. The following Regular Meeting dates for fiscal year 2020-21 were proposed by staff for Board approval: September 9, 2020, October 14, 2020, November 11, 2020, January 13, 2021, February 10, 2021, March 10, 2021, April 14, 2021, May 12, 2021, June 9, 2021, and August 11, 2021. As in previous years, the schedule does not include a December 2020 or a July 2021 meeting unless one is called by the Chairperson. Mr. Raschke moved to approve the Regular Meeting dates as presented; Mr. Hughes seconded. The motion passed unanimously.
12. Consider Adoption of Resolution of the Galveston Community College District Board of Regents Designating Galveston County Tax Assessor Collector as Officer to Calculate Tax Rate Information Required Under Texas Tax Code Section 26.04(c): Dr. Shelton presented a resolution for adoption by the Board designating the Galveston County Tax Assessor Collector as the officer to calculate tax rate information required under Texas Tax Code Section 26.04(c). Mr. Cantini moved to adopt this resolution as presented; Ms. Unbehagen seconded. The motion passed unanimously.
13. Consider Possible Action Regarding Board Vacancy: With the untimely death of Regent Carl E. Kelly, a board vacancy has occurred. Dr. Shelton noted that Mr. Kelly was in the last two years of his six-year term. The term of Position 8 expires in May 2022. He said the Board has the following options: (1) take no action and leave the position vacant (until the next regular general election in May 2022 and call a special election), (2) appoint a successor to fill the vacancy until the next regular general election and also choose to make that appointment after some respectful period to honor Mr. Kelly, or (3) call a special election. Mr. Raschke began the discussion by stating his preference would be the second option and felt it was the right thing to do. If the Board agrees to appoint a successor, Ms. Flowers recommended not beginning the process until after the first of the year due to COVID-19. Mr. Raschke moved to keep the position opened until May 2021 when an appointment would be made; the Chairperson would appoint a (Nominating) committee prior to May to make a recommendation to the Board so the person will be in place by May of next year; Mr. Cantini seconded. Ms. Flowers clarified the motion and said she would ask Mr. Lewis to help her but does not have to appoint the committee at this meeting. Ms. Biggers was asked to repeat the motion. Mr. Cantini offered an amendment to the motion to appoint a replacement by May 2021 to serve the final year of the unexpired term. Ms. Unbehagen offered a second amendment to the motion to honor Mr. Kelly's memory by leaving the position open until May 2021, at which time it will be filled with an appointment who will complete the final year of his term.

**IX. ACTION ITEMS: (Continued)**

Mr. Raschke and Mr. Cantini accepted the amendment by Ms. Unbehagen. The amended motion passed unanimously. Mr. Cantini asked if a resolution would be prepared for consideration by the Board and given to his family. One will be prepared.

**X. SPECIAL REPORTS AND COMMENTS:**

1. Student Representative: There was no student representative report presented.
2. Faculty Representative: There was no faculty representative report presented.
3. President: Dr. Shelton gave an explanation of a major renovation project planned by the Texas Department of Transportation (TxDOT) of I-45 from the Causeway to 61<sup>st</sup> Street. Construction is to begin in 2022 and could last from three to five years. A map showing the College's property on Broadway with the plan's impact to the existing right of way. Currently, TxDOT is accepting public comments.

Mr. Cantini noted the resignation of Ms. Mary Pyle, Criminal Justice/Law Enforcement Academy Program Director, and how well the academy has done under her direction. Dr. Shelton acknowledged that the program has improved. Ms. Pyle has accepted a position at another college in another part of the state. Mr. Bart Stephenson has taken over the academy. The College is in the process of hiring a new program director to lead the Criminal Justice program. Dr. Shelton said it would be very important to continue the relationships Ms. Pyle established with all of the local law enforcement agencies.

Other items reported were:

- Enrollment is behind at 13.12 percent after adjusting for dual credit. Now that the high school has direction on the coming year, dual credit students can complete the enrollment process.
  - General Assembly on August 21<sup>st</sup> will be virtual. Details are pending. A link will be forwarded to the Regents to join and participate. The speaker's topic will be on equity and inclusion.
  - Commencement will also be on August 21<sup>st</sup>. It will be a pre-recorded event broadcasted at 7:30 p.m.
  - Classes for the fall start on August 31<sup>st</sup>.
4. Regents: Ms. Flowers asked if any of the Regents had a report or comment to submit. Mr. Lewis reported that the last meeting of the year for the Community College Association of Texas Trustees (CCATT) was held virtually. New officers elected were: Chair Carol Scott (Del Mar), Chair-elect Bob Glaser (HCC), Secretary Jay Barrett (Amarillo), and Immediate Past Chair Bill Greenhill. Chair Scott has proposed a Chairs' Advisory Council of all community college board chairs in the state. This council would meet virtually about twice a year. Mr. Lewis reported there were 23 participants in the meeting which included all previous and the current board chairs.

**X. SPECIAL REPORTS AND COMMENTS: (Continued)**

Mr. Cantini announced that August 31<sup>st</sup> will be Carroll and Andrea Sunseri's 57<sup>th</sup> wedding anniversary.

5. Chairperson: Ms. Flowers reminded the Board that there will be a Public Hearing and Special Meeting on August 17, 2020, at 8:00 a.m. in Room M-220. Business regards the proposed budget and 2020 tax rate. She asked who would be in Attendance to insure a quorum. Dr. Shelton said the new law requires a super majority for the vote on the tax rate. She thanked everyone who attended the meeting in person and expressed her appreciation.

**XI. ADJOURNMENT:** There being no further business to come before the Board, the Regular Meeting adjourned at 6:24 p.m.

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Michael B. Hughes, Secretary

APPROVED AS CORRECT:

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Karen F. Flowers, Chairperson

## EXHIBIT A

Agenda Item VIII (Action Item)

Board Meeting 8/12/20

### 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>
<b>#1</b> – Approve Policies Committee Recommendation Regarding Adoption of Proposed Revisions to Local Board Policies: DH, DHA, DIAA, FFDA, FM, and FMA	_____	_____✓_____	_____	_____74_____
<b>#2</b> – Approve Salary Schedules, Adjunct and Overload Pay, and Part-time Compensation Schedule to be Effective September 1, 2020	_____✓_____	_____	_____	_____79_____
<b>#3</b> – Approve Annual Contract for HVAC Service and Repair	_____✓_____	_____	_____	_____84_____
<b>#4</b> – Approve Purchase of Equipment for Lecture Studios	_____✓_____	_____	_____	_____85_____
<b>#5</b> – Approve Payment to Renew Workers’ Compensation Coverage through TASB	_____✓_____	_____	_____	_____87_____
<b>#6</b> – Approve Payment to Renew Unemployment Coverage through TASB	_____	_____✓_____	_____	_____92_____
<b>#7</b> – Approve Investment Firms	_____✓_____	_____	_____	_____93_____
<b>#8</b> – Accept DOE Title V Grant Award – Developing Hispanic-Serving Institutions Program for Project Year 2020-21	_____✓_____	_____	_____	_____94_____
<b>#9</b> – Accept Faculty Resignation	_____✓_____	_____	_____	_____100_____
<b>#10</b> – Accept Faculty Retirement	_____✓_____	_____	_____	_____101_____
<b>#11</b> – Approve FY 2020-21 Regular Board Meeting Dates	_____	_____✓_____	_____	_____102_____
<b>#12</b> – Adopt Resolution Designating Galveston County Tax Assessor as Officer to Calculate Tax Rate Information	_____	_____✓_____	_____	_____103_____
<b>#13</b> – Possible Action Regarding Board Vacancy	_____	_____✓_____	_____	_____105_____

**MINUTES OF THE PUBLIC HEARING AND SPECIAL MEETING  
OF THE BOARD OF REGENTS  
GALVESTON COMMUNITY COLLEGE DISTRICT  
4015 Avenue Q  
Galveston, Texas 77550  
Room M-220 – Moody Hall  
August 17, 2020  
8:00 a.m.**

At the Public Hearing and Special Meeting of the Galveston Community College District Board of Regents, duly held on Monday, August 17, 2020, in Room M-220 of Moody Hall, commencing at 8:00 a.m., the following Regents were present:

Ms. Karen F. Flowers, Chairperson  
Mr. Michael B. Hughes, Secretary  
Mr. Armin Cantini  
Mr. Raymond Lewis, Jr.  
Ms. Mary R. Longoria  
Mr. Carroll G. Sunseri  
Ms. Rebecca Trout Unbehagen

Staff present included Dr. W. Myles Shelton, President, Ms. Carla Biggers, Mr. M. Jeff Engbrock, Dr. Cissy Matthews, and Dr. Van Patterson.

- I. CALL TO ORDER PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2020-21 AND THE PROPOSED TAX RATE:** Chairperson Flowers opened the Public Hearing at 8:00 a.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE:** Ms. Flowers began with a moment of silence and asked Ms. Unbehagen to lead the Pledge of Allegiance.
- III. CERTIFICATION OF PUBLISHING AND POSTING NOTICES OF PUBLIC HEARING:** Dr. Shelton confirmed that the notice of the Public Hearing had been published on August 11, 2020, in *The Daily News* and posted on August 13, 2020.
- IV. RECOGNITION OF GUESTS:** Mr. M. Theron Waddell was recognized as a guest attending the meeting.
- V. PRESENTATION ON THE PROPOSED BUDGET FOR FISCAL YEAR 2020-21 AND THE PROPOSED 2020 TAX RATE:** Dr. Shelton presented the Proposed Budget for Fiscal Year 2020-21. The Education and General Fund (Fund 11) is a balanced budget totaling \$23,366,745, a 1.2 percent decrease from the prior year, or (\$275,250). He highlighted the following:
  - Tuition and required fees are based on an expected 15 percent decline in enrollment. Because of changes in tuition and fee rates, it is only a 4.89 percent decrease in revenue.
  - Currently, state appropriations are expected to remain constant through this fiscal year. There is a potential of change in the future biennium based on what happens during the next legislative session.

**V. PRESENTATION ON THE PROPOSED BUDGET FOR FISCAL YEAR 2020-21 AND THE PROPOSED 2020 TAX RATE: (Continued)**

- Taxes are budgeted at \$14,408,387 based on a no-new-revenue tax rate (previously the effective tax rate) of \$0.159188 per \$100 of taxable property value for 2020, a decrease of \$0.012 or 7 percent below last year's tax rate.
- Expenses are equal to revenues which makes it a zero-based budget.
- There are no salary increases included in this budget. However, due to restructuring changes, there are funds available for support of new programs and contingency funds to offset potential COVID-19 related expenses for the institution.

**VI. CITIZENS DESIRING TO APPEAR BEFORE THE BOARD ON THE PROPOSED BUDGET AND THE PROPOSED TAX RATE:** Ms. Flowers asked if there were any citizens present desiring to appear before the Board of Regents regarding the proposed budget and proposed tax increase. There were none.

**VII. ADJOURN PUBLIC HEARING:** The public hearing was adjourned at 8:04 a.m.

**VIII. CALL TO ORDER SPECIAL MEETING:** Chairperson Flowers opened the Special Meeting at 8:04 a.m. in Room M-220 of Moody Hall. A quorum was present.

**IX. CERTIFICATION OF POSTING NOTICE OF SPECIAL MEETING:** Dr. Shelton confirmed that the notice of the Special Meeting had been properly posted on August 13, 2020.

**X. ACTION ITEMS:**

1. Consider Adoption of Budget for Fiscal Year 2020-21: Ms. Unbehagen moved to approve the budget for fiscal year 2020-21 as presented; Mr. Cantini seconded. The motion passed unanimously.
2. Consider Adoption of Resolution Levying 2020 Property Tax Rate for Maintenance and Operations of the Galveston Community College District: A resolution providing for the levying of the tax rate for 2020 was presented for adoption. Mr. Cantini moved that the property tax rate be decreased by the adoption of a tax rate of \$0.159188 per \$100 of taxable value, which is a 7.01 percent decrease in the tax rate; Mr. Sunseri seconded. The motion passed unanimously.

**XI. ADJOURN SPECIAL MEETING:** There being no further business to come before the Board, the Special Meeting adjourned at 8:06 a.m.

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Michael B. Hughes, Secretary

APPROVED AS CORRECT:

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Karen F. Flowers, Chairperson

Student Success Story

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

Monthly Financial Reports – August

Attached are the monthly financial reports for August 2020, representing expenditures, encumbrances and pre-encumbrances through August 31, 2020. These reports represent 12 months of operations during fiscal year 2019-20. The reports are as follows:

**Education and General Fund:**

Revenue Summary Sheet

Expenditure Summary Sheet

Summary Revenue/Expenditure Report

Detail Revenue/Expenditure Report by State Classification

**Auxiliary Fund (Bookstore, Snack Bar, Athletics):**

Summary Revenue/Expenditure Report by State Classification

**Student Services / Student Activity Fund:**

Summary Revenue/Expenditure Report by State Classification

**Construction Fund:**

Summary Revenue/Expenditure Report

# Operating Fund Revenue Summary Sheet September 2020 Meeting

As of Aug 31, 2020 (100 % of Year) @ 9/4/20 3pm

Source	Budgeted 2019/2020	Year-to-Date		
		Received (\$) 2019/2020	Received (%) 2019/2020	Received (%) 2018/2019
State Funds	\$4,608,371	\$4,609,457	100.0%	100.0%
Tuition and Fees	\$4,372,487	\$4,710,526	107.7%	107.8%
Local Taxes	\$14,188,387	\$14,231,599	100.30%	100.4%
Local Revenues	\$472,751	\$318,310	67.3%	156.6%
<b>Total Revenue</b>	<b>\$23,641,996</b>	<b>\$23,869,892</b>	<b>101.0%</b>	<b>102.8%</b>

**Operating Fund**  
**Expenditure Summary Sheet**  
**September 2020 Meeting**

As of Aug 31, 2020 (100 % of Year) @ 9/4/20 3pm

Source	Original Budgeted 2019/2020	Year-to-Date		
		Expended (\$) 2019/2020	Expended (%) 2019/2020	Expended (%) 2018/2019
Instruction	\$7,921,591	\$7,253,983	91.6%	94.1%
Community Service	\$37,638	\$6,914	18.4%	34.8%
Academic Support	\$1,693,228	\$1,550,991	91.6%	95.4%
Student Services	\$2,365,375	\$2,074,227	87.7%	97.6%
Institutional Support	\$5,754,884	\$4,549,681	79.1%	82.1%
Staff Benefits	\$13,300	\$118	10.9%	279.4%
Operations/ Maintenance	\$2,953,990	\$2,616,867	88.6%	90.9%
Interfund Transfers (out)	\$2,901,990	\$2,396,317	82.6%	85.9%
<b>Total Expenditures</b>	<b>\$23,641,996</b>	<b>\$20,449,097</b>	<b>86.5%</b>	<b>90.3%</b>

**GALVESTON COLLEGE**  
Fund 11 Education and General

August 31, 2020	Current year Budget 2020	Current year (MTD) Actual August	Current year (YTD) Actual 2020	Current year Encumbrances 2020	Current year Remaining 2020	Current year % Expended 2020
<b>Revenue by State Classification</b>						
State Funds	4,608,371	437,898	4,609,457	0	(1,086)	100.0%
Tuition	2,433,878	214	2,555,641	0	(121,763)	105.0%
Course Fees	2,525,279	540	2,673,449	0	(148,170)	105.9%
Exemption\Waivers	(586,670)	(850)	(518,564)	0	(68,106)	88.4%
Local Taxes	14,188,387	95,482	14,231,599	0	(43,212)	100.3%
Local Revenue	464,751	6,461	316,771	0	147,980	68.2%
Sales and Services	8,000	0	1,539	0	6,461	19.2%
<b>Total Revenue</b>	<b>23,641,996</b>	<b>539,745</b>	<b>23,869,892</b>	<b>0</b>	<b>(227,896)</b>	<b>101.0%</b>
<b>Expenditures by State Classification</b>						
instructions	7,924,287	633,250	7,253,983	4,370	665,935	91.5%
Community Service	37,690	0	6,914	0	30,776	18.3%
Academic Support	1,713,172	133,972	1,550,991	0	162,181	90.5%
Student Services	2,367,571	139,473	2,074,227	2,675	290,669	87.6%
institutional Support	5,720,289	476,982	4,549,681	5,032	1,165,576	79.5%
Operations And Maintenances	2,975,917	159,847	2,616,867	22,130	336,920	87.9%
Staff Benefits	1,082	0	118	0	964	10.9%
Inter-Fund Appropriation	2,901,990	234,490	2,396,317	0	505,672	82.6%
<b>Expenditures Total</b>	<b>23,641,996</b>	<b>1,778,015</b>	<b>20,449,097</b>	<b>34,206</b>	<b>3,158,693</b>	<b>86.5%</b>
<b>Expenditures by Type</b>						
General Operating	3,121,138	154,017	2,221,105	7,044	892,989	71.2%
Contracted Services	2,372,012	213,817	1,958,768	7,882	405,362	82.6%
Travel	332,434	13,913	177,741	0	154,693	53.5%
Equipment	362,027	39,634	209,641	(2,850)	155,237	57.9%
Utilities	795,000	50,884	645,829	22,130	127,041	81.2%
Faculty Full Time	3,895,979	310,845	3,797,839	0	98,140	97.5%
Faculty Overloads\Adjunct	1,697,044	125,036	1,435,694	0	261,350	84.6%
Stipends	376,406	28,473	345,339	0	31,067	91.7%
Administrator Salaries	1,894,518	149,016	1,883,832	0	10,686	99.4%
Professional Technical Salaries	2,137,791	155,595	1,890,079	0	247,712	88.4%
Classified Salaries	2,042,346	170,279	1,977,795	0	64,551	96.8%
Part-Time Salaries	373,665	30,142	300,515	0	73,150	80.4%
Staff Benefits	1,339,646	101,873	1,208,603	0	131,043	90.2%
Interfund Appropriations	2,901,990	234,490	2,396,317	0	505,672	82.6%
<b>Expenditures Total</b>	<b>23,641,996</b>	<b>1,778,015</b>	<b>20,449,097</b>	<b>34,206</b>	<b>3,158,693</b>	<b>86.5%</b>
<b>Excess Rev/Exp</b>	<b>0</b>	<b>(1,238,270)</b>	<b>3,420,795</b>			

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

	<b>Budget</b>	<b>(MTD) Actual</b>	<b>(YTD) Actual</b>	<b>Encumbrances</b>	<b>Available</b>	<b>% of Budget</b>
	<b>2020</b>	<b>August</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
<b>State Appropriation</b>						
Academic/Technical	\$3,538,300	\$337,181	\$3,549,282	\$0	(\$10,982)	100.3%
Incentive	\$389,665	\$35,032	\$368,757	\$0	\$20,908	94.6%
Core	\$680,406	\$65,685	\$691,419	\$0	(\$11,013)	101.6%
Health Insurance	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total</b>	<b>\$4,608,371</b>	<b>\$437,898</b>	<b>\$4,609,457</b>	<b>\$0</b>	<b>(\$1,086)</b>	<b>100.0%</b>
<b>Tuition</b>						
In District Tuition	\$916,375	\$720	\$1,024,783	\$0	(\$108,408)	111.8%
Out of District Tuition	\$709,123	(\$666)	\$793,630	\$0	(\$84,507)	111.9%
Non Resident Tuition	\$368,090	\$0	\$370,301	\$0	(\$2,211)	100.6%
CE Workforce Training	\$190,000	(\$200)	\$134,997	\$0	\$55,003	71.1%
CE Workforce Info Tech	\$15,000	\$0	\$16,698	\$0	(\$1,698)	111.3%
CE Workforce Health Prof	\$190,000	\$0	\$172,521	\$0	\$17,479	90.8%
CE Leisure Learning	\$45,290	\$360	\$42,711	\$0	\$2,579	94.3%
CE Childrens Programs	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total</b>	<b>\$2,433,878</b>	<b>\$214</b>	<b>\$2,555,641</b>	<b>\$0</b>	<b>(\$121,763)</b>	<b>105.0%</b>
<b>Course Fees</b>						
Building Use Fee	\$972,984	\$30	\$1,079,988	\$0	(\$107,004)	111.0%
Student Service Fee	\$69,455	\$4	\$71,631	\$0	(\$2,176)	103.1%
General Service Fee	\$291,840	\$20	\$296,076	\$0	(\$4,236)	101.5%
Registration Fee	\$175,104	\$30	\$179,274	\$0	(\$4,170)	102.4%
Out of District Fee	\$422,963	\$158	\$456,568	\$0	(\$33,605)	107.9%
Course and Lab fees	\$262,625	(\$14)	\$302,323	\$0	(\$39,698)	115.1%

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

	<b>Budget</b>	<b>(MTD) Actual</b>	<b>(YTD) Actual</b>	<b>Encumbrances</b>	<b>Available</b>	<b>% of Budget</b>
	<b>2020</b>	<b>August</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
Distance Education fee	\$151,608	(\$26)	\$128,326	\$0	\$23,282	84.6%
Distance Education fee N/R	\$5,250	\$0	\$16,000	\$0	(\$10,750)	304.8%
Testing Fees	\$36,000	\$5,218	\$16,457	\$0	\$19,543	45.7%
Testing Fees GED	\$3,000	(\$4,555)	(\$3,112)	\$0	\$6,112	(103.7)%
Testing Fees-Contract	\$3,000	\$0	\$19,473	\$0	(\$16,473)	649.1%
Late Registration Fees	\$8,000	\$25	\$8,140	\$0	(\$140)	101.8%
Schedule Change Fees	\$4,200	\$10	\$3,640	\$0	\$560	86.7%
Student Health\Insurance Fees	\$77,000	\$0	\$66,437	\$0	\$10,563	86.3%
SurCharge 3peat > 27 Dev hrs	\$42,250	(\$360)	\$32,229	\$0	\$10,021	76.3%
Other fees	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total</b>	<b>\$2,525,279</b>	<b>\$540</b>	<b>\$2,673,449</b>	<b>\$0</b>	<b>(\$148,170)</b>	<b>105.9%</b>
<b>Exemption/Waivers</b>						
Competitive Waiver	(\$34,000)	\$0	(\$21,838)	\$0	(\$12,163)	64.2%
Foster Care	(\$21,220)	\$0	(\$26,332)	\$0	\$5,112	124.1%
Hazelwood Waiver Credit	(\$19,900)	\$0	(\$13,732)	\$0	(\$6,168)	69.0%
Hazelwood Dependant	(\$34,650)	(\$850)	(\$34,057)	\$0	(\$593)	98.3%
Concurrent Enrollment	(\$500)	\$0	\$0	\$0	(\$500)	0.0%
Blind	(\$4,500)	\$0	(\$1,660)	\$0	(\$2,840)	36.9%
Fireman	(\$6,000)	\$0	(\$17,232)	\$0	\$11,232	287.2%
Police	(\$1,500)	\$0	(\$1,440)	\$0	(\$60)	96.0%
TEC 54.052	(\$93,000)	\$0	(\$98,421)	\$0	\$5,421	105.8%
Military Waiver	(\$12,000)	\$0	(\$11,475)	\$0	(\$525)	95.6%
GISD Dual Credit	(\$356,400)	\$0	(\$289,169)	\$0	(\$67,232)	81.1%
Other	(\$3,000)	\$0	(\$3,210)	\$0	\$210	107.0%

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

	Budget 2020	(MTD) Actual August	(YTD) Actual 2020	Encumbrances 2020	Available 2020	% of Budget 2020
<b>Total</b>	<b>(\$586,670)</b>	<b>(\$850)</b>	<b>(\$518,564)</b>	<b>\$0</b>	<b>(\$68,106)</b>	<b>88.4%</b>
<b>Local Taxes</b>						
Current Taxes	\$13,825,387	\$0	\$13,719,399	\$0	\$105,988	99.2%
Delinquent	\$230,000	\$82,947	\$328,129	\$0	(\$98,129)	142.7%
Penalty & Interest	\$130,000	\$12,204	\$164,332	\$0	(\$34,332)	126.4%
Other	\$3,000	\$331	\$19,739	\$0	(\$16,739)	658.0%
<b>Total</b>	<b>\$14,188,387</b>	<b>\$95,482</b>	<b>\$14,231,599</b>	<b>\$0</b>	<b>(\$43,212)</b>	<b>100.3%</b>
<b>Local Revenue</b>						
Interest Income	\$375,000	\$3,991	\$260,806	\$0	\$114,194	69.5%
Miscellaneous Revenue	\$16,501	\$1,698	\$6,600	\$0	\$9,901	40.0%
Misc. Revenue-Vehicles	\$15,000	\$402	\$8,216	\$0	\$6,784	54.8%
Administrative Allowance	\$3,250	\$0	\$4,791	\$0	(\$1,541)	147.4%
Indirect Cost Recovery	\$55,000	\$370	\$6,458	\$0	\$48,542	11.7%
Donations	\$0	\$0	\$29,900	\$0	(\$29,900)	Infinity
Sales and Services	\$8,000	\$0	\$1,539	\$0	\$6,461	19.2%
<b>Total</b>	<b>\$472,751</b>	<b>\$6,461</b>	<b>\$318,310</b>	<b>\$0</b>	<b>\$154,441</b>	<b>67.3%</b>
<b>Inter-Fund Appropriations</b>						
Transfers from Ed & Gen (Fund Bal...	\$0	\$0	\$0	\$0	\$0	NaN
Transfers from Federal Grants	\$0	\$0	\$0	\$0	\$0	NaN
Transfers from Bond Revenue	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>NaN</b>
<b>Total Revenue</b>	<b>\$23,641,996</b>	<b>\$539,745</b>	<b>\$23,869,892</b>	<b>\$0</b>	<b>(\$227,896)</b>	<b>\$1</b>

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
2020	August	2020	2020	2020	2020

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**Exp by State Classification**

**Instructional**

Welding	\$307,513	\$18,185	\$223,593	\$0	\$83,920	72.7%
Biology	\$335,527	\$23,908	\$315,316	\$0	\$20,211	94.0%
Biotechnology	\$0	\$0	\$0	\$0	\$0	NaN
Chemistry	\$177,598	\$21,568	\$166,235	\$30	\$11,333	93.6%
Env Science	\$105,881	\$4,492	\$89,025	\$0	\$16,856	84.1%
Physics	\$130,288	\$9,221	\$107,472	\$0	\$22,816	82.5%
Accounting	\$60,413	\$3,716	\$51,183	\$0	\$9,231	84.7%
Accounting Tech	\$0	\$0	\$0	\$0	\$0	NaN
Business Admin	\$19,591	\$0	\$12,705	\$0	\$6,886	64.9%
Hosp/Tourism	\$0	\$0	\$0	\$0	\$0	NaN
Medical Office Admin	\$178,166	\$12,193	\$182,287	\$0	(\$4,121)	102.3%
Logistics Op	\$0	\$0	\$0	\$0	\$0	NaN
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	\$113,962	\$6,010	\$103,891	\$0	\$10,072	91.2%
Comp. Science	\$92,709	\$7,165	\$78,899	\$0	\$13,810	85.1%
Comp. Tech.	\$106,316	\$5,794	\$85,332	\$0	\$20,985	80.3%
Culinary Arts	\$141,614	\$5,663	\$103,380	\$0	\$38,234	73.0%
Cosmetology	\$202,586	\$17,118	\$195,352	\$518	\$6,717	96.4%
Engineering	\$76,123	\$5,832	\$65,531	\$0	\$10,592	86.1%

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

	<b>Budget</b>	<b>(MTD) Actual</b>	<b>(YTD) Actual</b>	<b>Encumbrances</b>	<b>Available</b>	<b>% of Budget</b>
	<b>2020</b>	<b>August</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
Develop-Read	\$185,143	\$12,805	\$165,665	\$0	\$19,478	89.5%
Develop-Write	\$0	\$0	\$0	\$0	\$0	NaN
Develop-Other	\$0	\$0	\$0	\$0	\$0	NaN
Education	\$6,891	\$0	\$4,431	\$0	\$2,460	64.3%
English	\$263,318	\$20,297	\$244,196	\$0	\$19,122	92.7%
Humanities	\$24,638	\$1,416	\$18,384	\$0	\$6,254	74.6%
Philosophy	\$11,912	\$1,150	\$11,532	\$0	\$380	96.8%
Foreign Lang-SPAN	\$16,418	\$1,277	\$20,498	\$0	(\$4,080)	124.8%
Nursing-RN	\$917,880	\$91,144	\$862,799	\$0	\$55,082	94.0%
Nursing Admin	\$171,055	\$13,411	\$162,667	\$0	\$8,388	95.1%
Allied Health	\$0	\$0	\$0	\$0	\$0	NaN
Clinical Research	\$0	\$0	\$0	\$0	\$0	NaN
Emer Med Serv	\$288,620	\$36,406	\$352,230	\$0	(\$63,610)	122.0%
Imaging-CT	\$146,377	\$11,599	\$139,087	\$0	\$7,290	95.0%
Imaging-MRI	\$131,372	\$12,358	\$114,820	\$0	\$16,552	87.4%
Imaging-Mam	\$0	\$0	\$0	\$0	\$0	NaN
Imaging-Nuclear	\$153,253	\$8,714	\$140,571	\$32	\$12,650	91.7%
Imaging-Rad Thy	\$177,309	\$11,309	\$156,802	\$418	\$20,089	88.4%
Imaging-Rad Tch	\$293,842	\$21,995	\$287,631	\$0	\$6,211	97.9%
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	\$126,675	\$17,553	\$137,142	\$0	(\$10,467)	108.3%
Surgical Tech	\$123,550	\$12,767	\$120,633	\$64	\$2,853	97.6%

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

	<b>Budget</b>	<b>(MTD) Actual</b>	<b>(YTD) Actual</b>	<b>Encumbrances</b>	<b>Available</b>	<b>% of Budget</b>
	<b>2020</b>	<b>August</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
Nursing-LVN	\$211,869	\$21,983	\$204,085	\$613	\$7,172	96.3%
Develop-Math	\$252,483	\$16,946	\$225,411	\$0	\$27,072	89.3%
Mathematics	\$335,912	\$25,031	\$312,736	\$0	\$23,176	93.1%
Auto Tech	\$0	\$0	\$0	\$0	\$0	NaN
HVAC Tech	\$116,854	\$8,696	\$96,692	\$0	\$20,162	82.7%
Industrial Sys	\$0	\$0	\$0	\$0	\$0	NaN
Electrical and Electroncis	\$106,124	\$16,269	\$101,360	\$2,576	\$2,188	95.5%
Instrumentation	\$0	\$0	\$0	\$0	\$0	NaN
Fitness Center	\$107,068	\$9,160	\$92,946	\$0	\$14,122	86.8%
Physical Ed.	\$109,435	\$8,346	\$102,177	\$0	\$7,257	93.4%
CJ-Academic	\$100,298	\$10,448	\$98,127	\$0	\$2,170	97.8%
CJ-Law Enforce	\$139,527	\$10,649	\$118,096	\$0	\$21,430	84.6%
Economics	\$64,431	\$3,758	\$58,589	\$0	\$5,842	90.9%
Government/PS	\$118,941	\$9,101	\$119,138	\$0	(\$198)	100.2%
History/Geog.	\$125,226	\$9,658	\$118,348	\$0	\$6,878	94.5%
Psychology	\$106,927	\$6,948	\$100,524	\$0	\$6,403	94.0%
Sociology	\$46,307	\$1,264	\$43,000	\$0	\$3,307	92.9%
Art	\$173,934	\$10,670	\$151,879	\$0	\$22,055	87.3%
Digital Imaging	\$0	\$0	\$0	\$0	\$0	NaN
Drama / Theater	\$126,160	\$17,568	\$122,731	\$0	\$3,429	97.3%
Music	\$39,745	\$1,576	\$40,706	\$0	(\$962)	102.4%
Medical Bachelors	\$100,130	\$8,075	\$97,246	\$0	\$2,884	97.1%
Nursing BSN	\$7,725	\$431	\$7,687	\$0	\$39	99.5%
Accreditation	\$17,485	\$0	\$10,421	\$200	\$6,864	59.6%

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

	<b>Budget</b>	<b>(MTD) Actual</b>	<b>(YTD) Actual</b>	<b>Encumbrances</b>	<b>Available</b>	<b>% of Budget</b>
	<b>2020</b>	<b>August</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
Accreditation QEP	\$15	\$0	\$15	\$0	\$0	97.8%
ATD	\$8,000	\$0	\$8,000	\$0	\$0	100.0%
Faculty Dev.	\$84,297	\$5,161	\$73,984	\$0	\$10,313	87.8%
Lecture Series	\$6,600	\$0	\$1,416	\$0	\$5,184	21.5%
CE-Workforce	\$112,248	\$3,399	\$73,179	\$0	\$39,069	65.2%
CE Cisco	\$23,994	\$0	\$9,015	\$0	\$14,979	37.6%
CE Allied Health	\$196,013	\$13,050	\$147,186	(\$80)	\$48,908	75.1%
<b>Total Instructional</b>	<b>\$7,924,287</b>	<b>\$633,250</b>	<b>\$7,253,983</b>	<b>\$4,370</b>	<b>\$665,935</b>	<b>92%</b>
Instructional Donations	\$0	\$0	\$29,900	\$0	(\$29,900)	Infinity
<b>Community Services</b>						
CE Leisure Learning	\$37,690	\$0	\$6,914	\$0	\$30,776	18.3%
CE Children Programs	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total Community Service</b>	<b>\$37,690</b>	<b>\$0</b>	<b>\$6,914</b>	<b>\$0</b>	<b>\$30,776</b>	<b>18.3%</b>
<b>Academic Support</b>						
Vice President of Instruction	\$253,647	\$20,220	\$242,053	\$0	\$11,595	95.4%
Arts & Sciences Administration	\$64,417	\$5,345	\$63,124	\$0	\$1,293	98.0%
Tech\Professional Ed. Administration	\$213,075	\$19,824	\$210,856	\$0	\$2,220	99.0%
Adult & Continuing Ed. Administration	\$232,540	\$19,028	\$219,142	\$0	\$13,398	94.2%
Distance Education Administration	\$163,923	\$12,050	\$153,775	\$0	\$10,148	93.8%
Hamshire - Fannett Administration	\$0	\$0	\$0	\$0	\$0	NaN
Grants Development	\$77,283	\$5,985	\$53,740	\$0	\$23,543	69.5%
Library & Learning Resources	\$350,449	\$20,637	\$327,443	\$0	\$23,006	93.4%

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

	<b>Budget</b>	<b>(MTD) Actual</b>	<b>(YTD) Actual</b>	<b>Encumbrances</b>	<b>Available</b>	<b>% of Budget</b>
	<b>2020</b>	<b>August</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
Media Services	\$51,236	\$3,982	\$47,749	\$0	\$3,487	93.2%
Student Success Center (Tutoring)	\$147,971	\$8,183	\$115,314	\$0	\$32,657	77.9%
Testing Center	\$158,629	\$18,716	\$117,794	\$0	\$40,835	74.3%
<b>Total For Academic Support</b>	<b>\$1,713,172</b>	<b>\$133,972</b>	<b>\$1,550,991</b>	<b>\$0</b>	<b>\$162,181</b>	<b>90.5%</b>
<b>Student Services</b>						
Vice President of Student Services	\$315,444	\$25,667	\$261,095	\$2,747	\$51,602	82.8%
Admissions\Records	\$469,631	\$35,576	\$436,951	(\$72)	\$32,753	93.0%
Campus Security	\$608,399	\$8,722	\$517,948	\$0	\$90,451	85.1%
Counseling	\$573,971	\$44,764	\$537,108	\$0	\$36,863	93.6%
Financial Aid	\$328,495	\$19,055	\$291,695	\$0	\$36,801	88.8%
Student Activities	\$71,630	\$5,690	\$29,430	\$0	\$42,200	41.1%
Phi Theta Kappa	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total For Student Services</b>	<b>\$2,367,571</b>	<b>\$139,473</b>	<b>\$2,074,227</b>	<b>\$2,675</b>	<b>\$290,669</b>	<b>87.6%</b>
<b>Institutional Support</b>						
Board of Regents	\$134,373	\$1,491	\$27,961	\$0	\$106,412	20.8%
President	\$541,470	\$31,178	\$403,454	\$0	\$138,017	74.5%
General Institutional Expenses	\$592,863	\$14,609	\$186,056	\$0	\$406,807	31.4%
Vice President for Administration	\$191,896	\$15,126	\$181,350	\$0	\$10,546	94.5%
Business Services	\$724,158	\$92,904	\$717,641	\$0	\$6,518	99.1%
Human Resources & Risk Mgmt.	\$425,015	\$31,118	\$386,441	\$0	\$38,574	90.9%
Professional Development	\$6,029	\$0	\$4,766	\$0	\$1,263	79.1%
Purchasing	\$79,303	\$5,976	\$74,891	\$0	\$4,412	94.4%
Research and Planning	\$188,162	\$14,094	\$185,294	\$0	\$2,868	98.5%

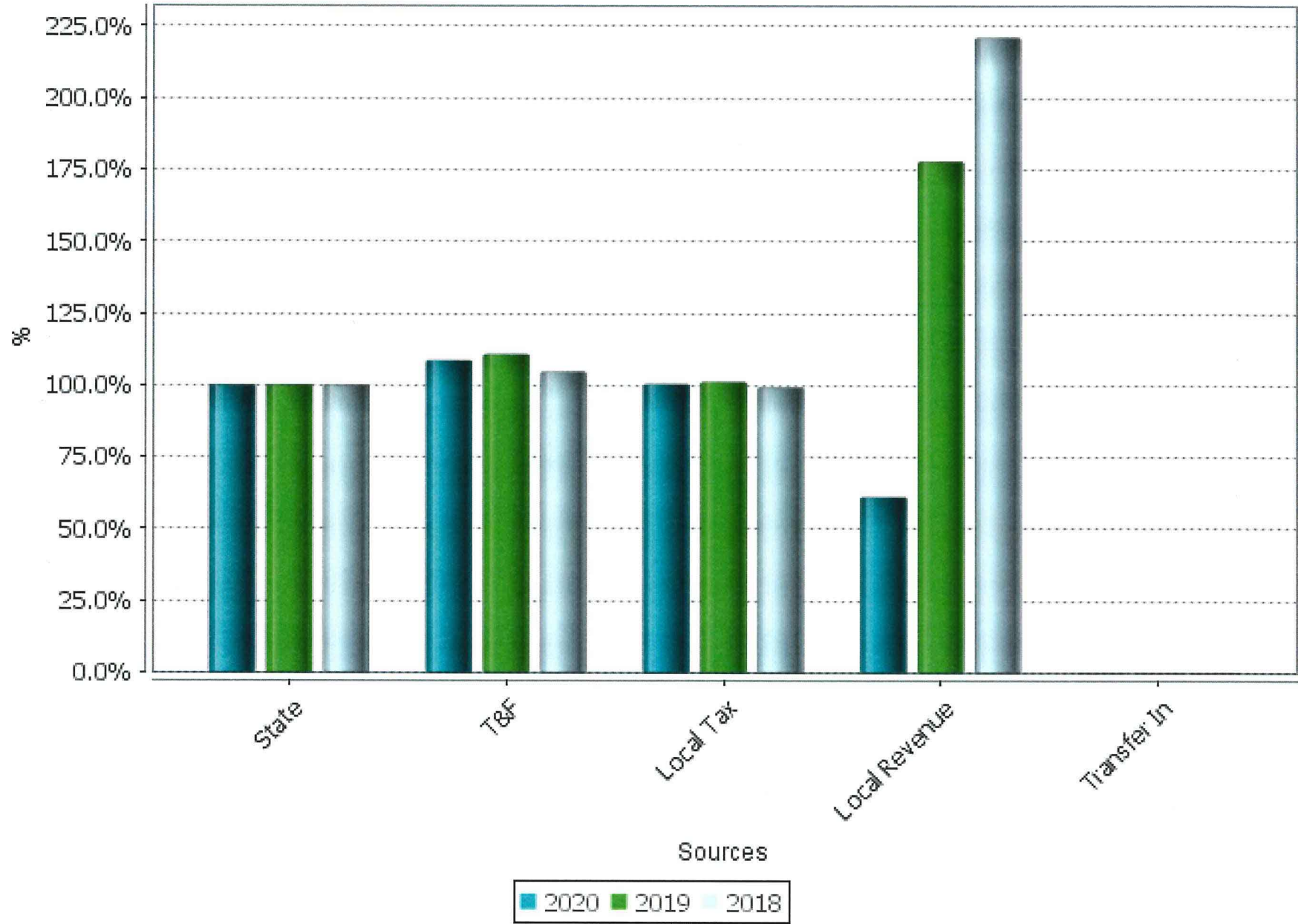
**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

	<b>Budget</b>	<b>(MTD) Actual</b>	<b>(YTD) Actual</b>	<b>Encumbrances</b>	<b>Available</b>	<b>% of Budget</b>
	<b>2020</b>	<b>August</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
Information Technology	\$1,591,943	\$181,744	\$1,403,681	\$5,032	\$183,231	88.2%
Communications	\$138,850	\$9,381	\$105,137	\$0	\$33,712	75.7%
Vice Pres. Community Engagement	\$0	\$0	\$0	\$0	\$0	NaN
Development	\$421,435	\$15,887	\$212,484	\$0	\$208,950	50.4%
GC Foundation	\$108,126	\$3,846	\$52,951	\$0	\$55,175	49.0%
Marketing & Media	\$576,666	\$59,627	\$607,575	\$0	(\$30,910)	105.4%
<b>Total for Institutional Support</b>	<b>\$5,720,289</b>	<b>\$476,982</b>	<b>\$4,549,681</b>	<b>\$5,032</b>	<b>\$1,165,576</b>	<b>79.5%</b>
<b>Staff Benefits</b>						
Staff Benefits - State Eligible	\$1,082	\$0	\$118	\$0	\$964	10.9%
Staff Benefits - Non-State Eligible	\$0	\$0	\$0	\$0	\$0	NaN
Staff Benefits GASB68		\$0	\$0	\$0		
Staff Benefits - Retirees	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total For Staff Benefits</b>	<b>\$1,082</b>	<b>\$0</b>	<b>\$118</b>	<b>\$0</b>	<b>\$964</b>	<b>10.9%</b>
<b>Operations and Maintenance</b>						
Plant Administration	\$731,615	\$5,972	\$689,518	\$0	\$42,097	94.2%
Building Maintenance	\$959,406	\$68,569	\$838,801	\$0	\$120,605	87.4%
Custodial Services	\$476,895	\$39,236	\$446,395	\$0	\$30,500	93.6%
Custodial Services Tech Center	\$0	\$0	\$0	\$0	\$0	NaN
Grounds Maintenance	\$63,000	\$3,000	\$51,222	\$0	\$11,778	81.3%
Grounds Maintenance Tech Cente	\$0	\$0	\$0	\$0	\$0	NaN
Transportation	\$55,000	\$142	\$29,926	\$0	\$25,074	54.4%
Utilities	\$595,000	\$38,996	\$471,810	\$22,130	\$101,060	79.3%
Utilities Tech Center	\$95,000	\$3,933	\$89,196	\$0	\$5,804	93.9%

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of August 2020**

	<b>Budget</b>	<b>(MTD) Actual</b>	<b>(YTD) Actual</b>	<b>Encumbrances</b>	<b>Available</b>	<b>% of Budget</b>
	<b>2020</b>	<b>August</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
<b>Total for Operations and M...</b>	<b>\$2,975,917</b>	<b>\$159,847</b>	<b>\$2,616,867</b>	<b>\$22,130</b>	<b>\$336,920</b>	<b>87.9%</b>
<b>Inter-fund Appropriations</b>						
Transfers to Auxiliary	\$634,376	\$47,889	\$379,238	\$0	\$255,138	59.8%
Transfers to Student Activity Fund	\$69,455	\$4	\$71,631	\$0	(\$2,176)	103.1%
Transfer to State Eligible Ben	\$1,371,268	\$128,263	\$1,113,549	\$0	\$257,720	81.2%
Transfers to State Grants & Aid	\$126,890	\$0	\$131,900	\$0	(\$5,010)	103.9%
Transfers to Bond Revenue	\$0	\$0	\$0	\$0	\$0	NaN
Transfer to Construction	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Capital Project	\$700,000	\$58,333	\$700,000	\$0	\$0	100.0%
Transfers to Fixed Assets	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total Inter-fund Appropriations</b>	<b>\$2,901,990</b>	<b>\$234,490</b>	<b>\$2,396,317</b>	<b>\$0</b>	<b>\$505,672</b>	<b>82.6%</b>
<b>Expenditures Totals</b>	<b>\$23,641,996</b>	<b>\$1,778,015</b>	<b>\$20,449,097</b>	<b>\$34,206</b>	<b>\$3,158,693</b>	<b>86.5%</b>

### 3 Year Revenue by Percentage (YTD)



**Auxiliary fund  
as of August 31, 2020**

August 31, 2020	Current year Budget 2020	Current year (MTD) Actual August	Current ... (YTD) Act... 2020	Current ... Encumbr... 2020	Current year Remaining 2020	Current year % Expended 2020
<b>Revenue by State Classification</b>						
Interfund Appropriations	\$634,376	\$80,377	\$411,726	\$0	\$222,651	65%
Bookstore Commission	\$60,000	\$0	\$74,470	\$0	(\$14,470)	124%
Student housing	\$113,235	(\$35,750)	\$98,808	\$0	\$14,427	87%
Food Service	\$127,879	(\$45,500)	\$104,699	\$0	\$23,180	82%
Special Event	\$35,000	\$0	\$0	\$0	\$35,000	0%
Sales and Services	\$184,665	\$2,400	\$136,735	\$0	\$47,930	74%
<b>Total Revenue</b>	<b>\$1,155,155</b>	<b>\$1,527</b>	<b>\$826,437</b>	<b>\$0</b>	<b>\$328,718</b>	<b>72%</b>
<b>Expenditures by Department</b>						
Bookstore(retiree)	0	0	0	0	\$0	NaN
Student Housing	0	0	0	0	\$0	NaN
Food Service	108,528	0	65,940	0	\$42,588	61%
Print Shop	142,536	10,151	106,473	294	\$35,770	75%
Special Event	35,000	0	0	0	\$35,000	0%
Athletics General	66,501	2,395	48,572	0	\$17,929	73%
Baseball	350,053	18,085	288,217	0	\$61,836	82%
Softball	267,676	2,396	199,921	0	\$67,755	75%
General Institutional	184,861	60,932	117,313	0	\$67,548	63%
<b>Expenditures Total</b>	<b>1,155,155</b>	<b>93,959</b>	<b>826,437</b>	<b>293.54</b>	<b>\$328,425</b>	<b>72%</b>

**Auxiliary fund  
as of August 31, 2020**

Expenditures by Type						
General Operating	227,215	61,847	146,828	294	80,093.39	65%
Contracted Services	232,273	10,151	164,090	0	68,183.03	71%
Travel	64,900	399	28,399	0	36,500.95	44%
Equipment	44,690	5,846	42,069	0	2,621.28	94%
Special Event	31,000	0	0	0	31,000.00	0%
Transfer to Scholars...	25,000	0	0	0	25,000.00	0%
Scholarships	285,352	665	209,723	0	75,629.28	73%
Salaries & Stipends	184,990	11,410	179,513	0	5,476.98	97%
Staff Benefits	59,736	3,641	55,816	0	3,919.68	93%
<b>Expenditures Total</b>	<b>1,155,155</b>	<b>93,959</b>	<b>826,437</b>	<b>293.54</b>	<b>328,424.59</b>	<b>72%</b>

**Student Service Fund  
as of August 31, 2020**

August 31, 2020	Current year Budget 2020	Current year (MTD) Actual August	Current ... (YTD) Act... 2020	Current ... Encumbr... 2020	Current year Remaining 2020	Current year % Expended 2020
<b>Revenue by State Classification</b>						
Interfund Appropriations	\$69,455	\$4	\$71,631	\$0	(\$2,176)	103%
Fund Balance Transfer	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total Revenue</b>	<b>\$69,455</b>	<b>\$4</b>	<b>\$71,631</b>	<b>\$0</b>	<b>(\$2,176)</b>	<b>103%</b>
<b>Expenditures by Department</b>						
Student Activities	42,805	0	20,622	0	\$22,183	48%
Student Government	23,750	0	4,271	0	\$19,479	18%
Phi Theta Kappa	2,900	0	0	0	\$2,900	0%
<b>Expenditures Total</b>	<b>69,455</b>	<b>0</b>	<b>24,893</b>	<b>0</b>	<b>\$44,562</b>	<b>36%</b>
<b>Expenditures by Type</b>						
General Operating	44,188	0	18,468	0	25,720	42%
Contracted Services	0	0	0	0	0	
Travel	15,267	0	3,626	0	11,641	24%
Equipment	0	0	0	0	0	NaN
Scholarships	0	0	0	0	0	
Salaries & Stipends	10,000	0	2,800	0	7,200	
Staff Benefits	0	0	0	0	0	
<b>Expenditures Total</b>	<b>69,455</b>	<b>0</b>	<b>24,893</b>	<b>0</b>	<b>44,562</b>	<b>36%</b>

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of August 31, 2020**

August 31, 2020	Current year Budget 2020	Current year (MTD) Actual August	Current year (YTD) Actual 2020	Current year Encumbrances 2020	Current year Remaining 2020
<b>Fund 71</b>					
<b>Seibel Student Housing</b>					
<b>Revenue</b>					
Fund Balance Transfer (2.1 Mil Seibel Donated Funds)	4,148,094	0	0	0	4,148,094
<b>Total Revenue</b>	<b>4,148,094</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,148,094</b>
<b>Expenditures</b>					
Contingency	74,655	0	0	0	74,655
Contracted Services ( Landscaping)	150,358	0	0	0	150,358
IT Infrastructure	149,642	0	48,203	0	101,439
Furniture & Equipment	300,000	176,555	177,391	0	122,609
Facility Construction	3,273,439	275,718	3,687,833	0	(414,394)
Archt and Engr Fees	200,000	0	600	0	199,400
<b>Expenditures Total</b>	<b>4,148,094</b>	<b>452,273</b>	<b>3,914,027</b>	<b>0</b>	<b>234,067</b>
<b>Remodel Cheney Center\Food Service</b>					
<b>Revenue</b>					
Fund Balance Transfer	385,000	0	0	0	385,000
<b>Total Revenue</b>	<b>385,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>385,000</b>
<b>Expenditures</b>					
Equipment	50,354	19,544	57,192	0	(6,838)
Facility Construction	299,646	0	0	869	298,777
Archt and Engr Fees	35,000	0	0	0	35,000
<b>Expenditures Total</b>	<b>385,000</b>	<b>19,544</b>	<b>57,192</b>	<b>869</b>	<b>326,939</b>
Future Expansion (Building)		0	176,026		
<b>Expenditures Total</b>		<b>0</b>	<b>176,026</b>		

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of August 31, 2020**

August 31, 2020	Current year Budget 2020	Current year (MTD) Actual August	Current year (YTD) Actual 2020	Current year Encumbrances 2020	Current year Remaining 2020
FEMA Funds Harvey Revenue	0	0	115,707	0	(115,707)
<b>Total Revenue</b>	0	0	115,707	0	(115,707)
<b>Fund Revenue Total</b>	4,533,094	0	115,707	0	4,417,387
<b>Fund Expenditures Total</b>	4,533,094	471,817	4,147,245	869	384,980
<b>Fund 71 total</b>		(471,817)	(4,031,538)	(869)	

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of August 31, 2020**

August 31, 2020

	Current year Budget 2020	Current year (MTD) Actual August	Current year (YTD) Actual 2020	Current year Encumbrances 2020	Current year Remaining 2020
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**Capital Projects Fund 72**

**Revenue**

Transfer from Fund 11	700,000	58,333	700,000	0	0
<b>Total Revenue</b>	700,000	58,333	700,000	0	0

**Expenditures**

**Development Capital Campaign**

Professional Service	420,000	0	0	0	420,000
Contingency	35,000	0	0	0	35,000
<b>Expenditures Total</b>	455,000	0	0	0	455,000

**ITMedia**

Computer Refresh	135,000	0	0	0	135,000
Media Equipment	63,000	(22,854)	0	0	63,000
<b>Expenditures Total</b>	198,000	(22,854)	0	0	198,000

**Instrumentation**

Instrumentation Equip	47,000	0	47,000	0	0
<b>Expenditures Total</b>	47,000	0	47,000	0	0

<b>Fund Revenue Total</b>	700,000	58,333	700,000		0
<b>Fund Expenditures Total</b>	700,000	(22,854)	47,000		653,000
<b>Fund 72 total</b>		81,188	653,000		

Consideration of Consent Agenda

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

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

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

Tally of  
Action Items:

	Consent <u>Agenda</u>	President Recommended <u>Separate Action</u>	Board Separate <u>Action</u>	Page <u>#</u>
#1 – Approve Facilities Committee Recommendation Regarding Approval of Change Orders for Seibel Student Housing Project	_____	_____ ✓ _____	_____	41
#2 – Approve Facilities Committee Recommendation Regarding Acceptance of Seibel Student Housing Project and Payment of Final Draw Request	_____	_____ ✓ _____	_____	43
#3 – Approve Facilities Committee Recommendation Regarding Proposed Fourth Amendment to McCoy Lease Agreement	_____	_____ ✓ _____	_____	47
#4 – Accept FY20 Fourth Quarter Investment Report	_____	_____	_____	49
#5 – Ratify Acceptance of THECB/DOE GEER Grant Award – Education Stabilization Fund Program	_____	_____	_____	52
#6 – Accept DOE TRIO Grant Award – Building Bridges to Success	_____	_____	_____	68
#7 – Accept DOE TRIO Grant Award – Upward Bound	_____	_____	_____	73
#8 – Ratify Acceptance of Interlocal Cooperation Contract with UT-Austin for Internet Services	_____	_____	_____	78
#9 – Ratify Appointment of Full-time Instructors	_____	_____	_____	84
#10 – Approve Instructional Agreement Including Addendum – Academic Year 2020-21 – Upward Hope Academy	_____	_____	_____	85
#11 – Approve Proposal to Provide Fiber Connectivity to Whitecaps Apartments	_____	_____	_____	98
#12 – Appoint Voting Delegate and Alternate for Virtual ACCT Leadership Congress	_____	_____ ✓ _____	_____	99
#13 – Adopt Resolution Honoring the Service of Regent Carl E. Kelly	_____	_____ ✓ _____	_____	100

Consider Approval of Facilities Committee Recommendation  
Regarding Change Orders for Galveston College Seibel Student Housing Project

The Board Facilities Committee was scheduled to meet prior to the September 9, 2020 Regular Meeting of the Board of Regents to discuss change orders 13-17 totaling \$62,957.85 for the Galveston College Seibel Student Housing Project. These change orders are for the pergola, fence, handrails, code requirements, and mailboxes. Mr. Michael B. Hughes, Facilities Committee Chairperson, will present a report and the Committee's recommendation for Board consideration.

SBB Change Orders as of 7/31/2020  
for Galveston College  
Seibel Student Housing Project

	Original Construction Cost	Mark-up	Total Cost
Construction	2,543,751.00		
Land Development	75,000.00		
Total Before Change Orders	2,618,751.00	25%	3,273,438.75
Previous Change Orders	309,568.00		363,900.95
Previous Total	2,928,319.00		3,637,339.70

Change Order No	Description	Per Unit Construction Costs	Construction Costs All Units	Revised Construction Cost	Mark-up	Revised Total Cost
13	Pergola					
13a	Pergola Design/Permit	56.01	392.10	2,619,143.10	25%	3,637,829.83
13b	Pergola Cedar	986.38	6,904.64	2,626,047.74	25%	3,646,460.63
13c	Pergola Column Caps	82.86	580.02	2,626,627.76	25%	3,647,185.65
13d	Pergola Hardware and Stain	341.55	2,390.88	2,629,018.64	25%	3,650,174.25
13e	Pergola Labor	375.00	2,625.00	2,631,643.64	25%	3,653,455.50
14	Fence					
14a	Upgrade to Cap Rail and Upgrade 161 IF to 6' Metal Fence	408.23	2,857.60	3,656,313.10	25%	3,657,027.50
14b	Double Cylinder Locks for Gates	161.29	1,129.03	3,657,442.13	25%	3,658,438.79
14c	Install Double Cylinder Locks	50.00	350.00	3,657,792.13	25%	3,658,876.29
15	Handrails					
15a	Upgrade to Metal Handrails in Rear	1,300.00	9,100.00	3,666,892.13	25%	3,670,251.29
16	Code Requirements					
16a	ADA Benches for the ADA Showers	305.63	2,139.44	3,669,031.57	25%	3,672,925.59
16b	Move Exit Signs	1,031.97	7,223.82	3,676,255.39	25%	3,681,955.36
16c	Raise Handrails in Rear	136.19	953.36	3,677,208.75	25%	3,683,147.06
16d	Front Stair Additions with Round Pipe	892.00	6,244.00	3,683,452.75	25%	3,690,952.06
16e	Fire Main Lock	261.29	1,829.00	3,685,281.75	25%	3,693,238.31
16f	71 LF Curb	171.43	1,200.00	3,686,481.75	25%	3,694,738.31
17	Mailboxes					
17a	Mailbox Units	635.34	4,447.39	3,690,929.14	25%	3,700,297.55

Totals for Change Orders 13-17	50,366.28	62,957.85
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Totals Revised as of 07/31/2020	2,978,685.28	3,700,297.55
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Percentage Change for Change Orders 13-17	1.92%
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Consider Approval of Facilities Committee Recommendation Regarding  
Acceptance of Galveston College Seibel Student Housing Project and Final Draw Request

The Board Facilities Committee was scheduled to meet prior to the September 9, 2020 Regular Meeting of the Board of Regents to discuss the acceptance of the Galveston College Seibel Student Housing Project and release of the final draw. The project and all documents have been completed as required. Sullivan Brothers Builders submitted a request for the final draw in the amount of \$185,014.87, which is 5 percent of the retainage amount. Mr. Michael B. Hughes, Facilities Committee Chairperson, will present a report and the Committee's recommendation for Board consideration.



PROMULGATED BY THE TEXAS ASSOCIATION OF BUILDERS (TAB)  
**DRAW REQUEST**  
 (For Use With Custom Construction Jobs On The Owner's Property)

CONCERNING THE PROPERTY AT

**3826 Avenue R, Galveston, TX 77550**

(Street Address and City)

Date of Draw Request: 08/25/2020 Amount Requested: \$185,014.87

The following information is provided in connection with this Draw Request on the above-described Property.

1. **BILLS PAID (Reimbursement to Builder):** The following is a list of bills or expenses for work performed on the Property that have been paid and for which the Builder is requesting payment:

<u>Name and Address of Subcontractor or Supplier</u>	<u>Description of Bill or Expense</u>	<u>Additional Information</u>
Final Retainage Release		

2. **BILLS TO BE PAID:** The following is a list of bills or expenses relating to this Property that will be paid from the funds requested.

<u>Name and Address of Payee, Subcontractor or Supplier</u>	<u>Description of Bill or Expense</u>	<u>Additional Information</u>
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Initials: Owner(s) \_\_\_\_\_ Builder HSB

Executed on \_\_\_\_\_, 20\_\_\_\_\_.

Owner \_\_\_\_\_

Builder: SULLIVAN BROTHERS



By: MSR  
Printed Name: SCOTT BONE

Architect \_\_\_\_\_ 8-27-2020

Title: MANAGING DIRECTOR

Received on \_\_\_\_\_, 20\_\_\_\_\_.

Lender: \_\_\_\_\_

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

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

**Sullivan Brothers Builders**  
**Galveston College**  
**Seibel Student Housing Project**  
**DRAW #10 - FINAL**  
**8/25/2020**

**DRAW SUMMARY**

	<b>Contract Amount w Change Orders</b>	<b>Billed to Date</b>	<b>Previous Draws</b>	<b>Current Draw</b>
Unit A	\$ 515,221.08	\$ 564,638.20	\$ 564,638.20	\$0.00
Unit B	\$ 515,221.08	\$ 508,889.33	\$ 508,889.33	\$0.00
Unit C	\$ 515,221.08	\$ 508,220.42	\$ 508,220.42	\$0.00
Unit D	\$ 515,221.08	\$ 502,635.87	\$ 502,635.87	\$0.00
Unit E	\$ 515,221.08	\$ 506,491.97	\$ 506,491.97	\$0.00
Unit F	\$ 515,221.08	\$ 505,504.36	\$ 505,504.36	\$0.00
Unit G	\$ 515,221.08	\$ 510,167.41	\$ 510,167.41	\$0.00
Land Development	\$ 93,750.00	\$ 93,750.00	\$ 93,750.00	\$ -
<b>TOTAL</b>	<b>\$ 3,700,297.55</b>	<b>\$ 3,700,297.55</b>	<b>\$ 3,700,297.55</b>	<b>\$0.00</b>

Retainage Amount @ 5% \$185,014.87  
 Retainage Release Requested \$185,014.87

**Amount Due Draw 10 \$185,014.87**

Retainage To Date	\$ 185,014.87
Remaining to Bill	\$ (0.00)
<b>PAYMENTS REMAINING AFTER DRAW 10</b>	<b>\$0.00</b>

Consider Approval of Facilities Committee Recommendation  
Regarding Proposed Fourth Amendment to  
Lease Agreement Between Galveston College and McCoy Corporation

The Board Facilities Committee was scheduled to meet prior to the September 9, 2020 Regular Meeting of the Board of Regents to discuss the proposed fourth 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 to September 30, 2022, for the same monthly base rent amount of \$2,000. Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide a report of the discussion and the Committee's recommendation for Board consideration.

FOURTH 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 ("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 as described in Exhibit A, which is attached hereto and incorporated herein for all purposes, with a street address of 7626 Broadway, Galveston, Texas ("Premises") ;

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

Whereas, the Landlord and Tenant desire to amend the Lease to add an additional twenty-four-month period to the current Lease with the new Lease term expiring September 30, 2022;

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 24 months commencing on October 1, 2020 and ending on September 30, 2022."

Executed on the \_\_\_\_\_ day of September 2020.

LANDLORD: GALVESTON COLLEGE

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

TENANT: McCOY CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Consider Acceptance of Fiscal Year 2019-20 Fourth Quarter Investment Report

Following is the Investment Report describing the fiscal year 2019-20 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.

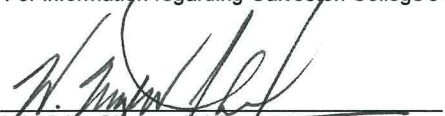
It is recommended that the Board of Regents accept the Investment Report for the fourth quarter of fiscal year 2019-20 as presented.

**Board Investment Report FY 2020  
Fourth Quarter of FY 2020  
August 31, 2020**

Description of Security	Account No. / CUSIP No.	Maturity Date	Beginning Book Value	Ending Book Value	Beginning Market Value	Additions	Changes	Ending Market Value	Interest Rate	Accrued Interest
<b>OPERATING</b>										
Lone Star Invest. Pool	84502	Demand	6,176,361	759,000	6,176,361	1,832,639	(7,250,000)	759,000	Variable	-
Logic	151720001	Demand	6,367,487	6,374,745	6,367,487	7,257	-	6,374,745	Variable	-
Texpool	000020101	Demand	5,704,634	5,707,515	5,704,634	2,881	-	5,707,515	Variable	-
Texas Term Pool	1216-00	Demand	5,109,930	5,112,532	5,109,930	2,601	-	5,112,532	Variable	-
MNB Repurchase Acct	3128X1PZ4	Open	709,062	2,786,150	709,062	2,077,087	-	2,786,150	Variable	-
Vanguard Mutual Fund	09914660032	Demand	688,460	688,632	688,460	172	-	688,632	Variable	-
<b>TOTAL INVESTMENTS</b>			<b>\$ 24,755,935</b>	<b>\$ 21,428,573</b>	<b>\$ 24,755,935</b>	<b>\$ 3,922,638</b>	<b>\$ (7,250,000)</b>	<b>\$ 21,428,573</b>		


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) 944-1205.

  
W. Myles Shelton, Ed.D.  
Investment Officer

Note: Prior reports "Book Value" reflected the bank balances. Effective second quarter of FY2020 reports "Book Value" will reflect the general ledger balances.

  
Dr. Van Patterson  
Investment Officer

  
Jeff Engbrock  
Investment Officer

**Board Investment Report FY 2020**  
**Interest Earned - Fourth Quarter of FY 2020**  
**For the Quarter Ended 08/31/2020**

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**Investments**

MNB Money Market Account	1,079
Lonestar	1,619
LOGIC	7,257
Texpool	2,881
Texas Term	2,601
Vanguard	<u>172</u>
Total Investment Interest	15,609

**Demand Deposit**

Moody National Bank	<u>31</u>
Total Demand Deposit Interest	31
 <b>TOTAL INTEREST EARNED</b>	 <u><u><b>15,641</b></u></u>

Consider Ratifying Acceptance of Texas Higher Education Coordinating Board /  
U.S. Department of Education – Education Stabilization Fund Program Grant Award –  
Governor’s Emergency Education Relief (GEER) Fund

Under the GEER Fund, the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies, institutions of higher education, and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). Galveston College has been awarded \$32,075 through the Texas Higher Education Coordinating Board for the agreement term of September 1, 2020 to August 31, 2021. All funds must be expended by August 31, 2021.

Following is the grant agreement, and staff is requesting the Board’s ratification accepting this grant award.

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

**Grant Agreement using GEER Federal Funds**  
**Public Institutions**

**Section 1.0 Parties**

This agreement (“Agreement”) is entered into by and between the TEXAS HIGHER EDUCATION COORDINATING BOARD, an agency of the State of Texas, hereinafter designated “THECB” or “Funding Agency” and Galveston College, hereinafter designated “Grantee.” At times, THECB and the Grantee are referred to singularly as “Party” and plurally as “Parties”.

Funding Agency:	<b>Texas Higher Education Coordinating Board 1200 East Anderson Lane Austin, Texas 78752</b>
Grantee:	<b>Galveston College 4015 Avenue Q Galveston, TX, 77550</b>
Federal Grant Title	<b>U.S. Department of Education Education Stabilization Fund Program Governor’s Emergency Education Relief (GEER) Fund</b>
CFDA:	<b>84.425C</b>
DUNS No:	<b>060716321</b>
Congressional District Location:	<b>14</b>
Congressional District Place of Performance:	<b>14</b>
Authority:	<b>Section 18002 of Division B of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Pub. L. No. 116-136 (March 27, 2020)</b>
Research and Development?	<b>No</b>

**Section 2.0 Term of Agreement**

The term of this Agreement shall be from **September 1, 2020** to **August 31, 2021** (“Agreement Term”). Grantee must expend all funds by **August 31, 2021**.

**Section 3.0 Purpose and Project Description**

Under the Governor’s Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs), institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19).

Grantee shall carry out the following project (“Project” or “Agreement Project”) during the Agreement Term:

This will make available additional funds for the Fiscal Year 2021 Toward EXcellence, Access and Success (TEXAS) Grant and Texas Educational Opportunity Grant (TEOG) programs. Funding will also be made available for the Emergency Educational Grant described below.

**Emergency Educational Grant:**

The purpose of the Emergency Educational Grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.

Eligible Institutions: Any public institution of higher education as defined by Texas Education Code, § 61.003(8), is eligible to receive an emergency grant award.

- No institution may, on the grounds of race, color, national origin, gender, religion, age, or disability exclude an individual from participation in, or deny the benefits of, the funding.
- Each participating institution must follow the Civil Rights Act of 1964, Title VI (Public Law 88-353) in avoiding discrimination in admissions or employment.
- Each participating institution is required to provide Emergency Educational Grant recipients with documentation explaining:
  - that Emergency Educational Grants are provided through the Governor's Emergency Educational Relief Fund, a federally-funded program;
  - that Emergency Educational Grants are a form of financial relief to victims of the pandemic emergency; and
  - details which make clear the grant is for a single semester, copies of which must be retained by the institution in accordance with TAC § 22.4.

Eligible Students: To be eligible to receive an Emergency Educational Grant from an institution, a student shall:

1. be a Texas resident as defined by Board rules;
2. have filed a Free Application for Federal Student Aid for the 2020-2021 academic year;
3. be eligible for Title IV federal student financial aid;
4. show financial need, as defined by Board rules;
5. have suffered a financial impact due to the COVID-19 pandemic as determined by the institution;
6. be enrolled in coursework leading to an associate or baccalaureate degree or undergraduate certificate program at an eligible institution; and
7. have either:
  - a) graduated from high school between September 1, 2019 and August 31, 2020; or
  - b) have been enrolled in coursework at an eligible institution during the 2019-2020 academic year.

Funding Disbursements: Each institution must ensure that:

1. No grant exceeds the least of:
  1. \$2,500;
  2. the student's financial need minus all gift aid, as defined by Board rules, the student has been offered at the time the Emergency Educational Grant is offered; or
  3. The sum of the student's tuition, fees, and supplemental expenses minus all gift aid the student has been offered at the time the Program grant is offered. Supplemental expenses are defined as an estimate of

course materials determined by the institution that is not to exceed \$500.

Each institution must certify that:

1. Emergency Educational Grant funding may not be used for any purpose other than paying for tuition, fees, and supplemental expenses incurred by the student related to enrollment at an eligible institution for the semester for which funding was offered.
2. Emergency Educational Grant funding must supplement, and not replace, gift aid received by the student for educational expenses.

Allocation and Disbursement of Funds:

1. Allocations for public junior colleges, technical colleges, and state colleges are to be determined using the allocation methodology in place for determining institutional allocations for Fiscal Year 2021 Texas Educational Opportunity Grant funding, as outlined in TAC §§22.262(a)(1)-(3) and 22.264(a)(1)-(3)
2. Allocations for general academic teaching institutions and medical and dental units, excluding public state colleges, are to be determined using the allocation methodology in place for determining institutional allocations for Fiscal Year 2021 TEXAS Grant funding, as outlined in TAC §§22.236(a)(1).
3. Disbursements. At the beginning of the fiscal year, the THECB will provide the full allocation to each participating institution for use in issuing grants.

**Monthly Reporting Requirement.** Each institution must provide a report to the THECB containing the following information on the first of each month, or the first working day thereafter if it falls on a weekend or holiday, beginning on October 1, 2020.

1. Year-to-date total number of students who have received a TEXAS Grant or TEOG funded by GEER
2. Year-to-date total amount of GEER funding disbursed to students for TEXAS Grant or TEOG
3. Year-to-date total number of students who have received an Emergency Educational Grant funded by GEER
4. Year-to-date total amount of GEER funding disbursed to students for Emergency Educational Grants

**Close-out Reporting Requirements.** Each institution must provide a report to the THECB containing the following information:

1. TEXAS Grant or TEOG recipients funded by GEER must be reported in FAD in the same way that TEXAS Grant or TEOG recipients funded with state appropriations are reported. Each institution must then provide a supplemental file to THECB listing the students reported in FAD as receiving TEXAS Grant or TEOG who were funded by GEER and the amount of this GEER funding the student received.
2. Emergency Educational Grants funded by GEER will not be reported on FAD. Each institution must provide a separate report to THECB at the end of the Fall semester. The report must list the students who received Emergency Educational Grants funded by GEER and the amount of this GEER funding the student received. The report must also include some demographic and enrollment data specified by THECB. The THECB will finalize the specific requirements of this report in the coming months. THECB will seek to minimize additional reporting that is required by each institution.

**Section 4.0 Agreement Amount and Payment**

The total amount to be awarded to Grantee by THECB pursuant to this Agreement shall in no event exceed the sum of **\$ 32,075.00** (“Agreement Amount”).

Payments under this Agreement are subject to the availability of appropriated funds. Submission of an expenditure report shall constitute Grantee’s certification that the Project and other obligations under the Agreement have been performed in accordance with this Agreement.

Breakdown of program totals and applicable terms

Program	Allocation Amount	Applicable Terms
TEXAS Grant	\$0.00	Title 19 of the TAC, Chapter 22, Subchapter L;  Federal OMB Uniform Guidance (2 CFR § 200) and other Applicable Federal Terms
TEOG	\$16,312.00	TEOG: Title 19 of the TAC, Chapter 22, Subchapter M;  Federal OMB Uniform Guidance (2 CFR § 200) and other Applicable Federal Terms
Emergency Educational Grant	\$15,763.00	Federal OMB Uniform Guidance (2 CFR § 200) and other Applicable Federal Terms

**Section 5.0 Conditions and Limitations**

**Unallowable expenses: An institution is prohibited from using funds for administration costs.**

Institutions will have until November 2, 2020, to disburse all their GEER funding for Emergency Educational Grants to eligible students, and any unexpended funds must be returned to the THECB by **November 16, 2020**.

Institutions will have until February 1, 2021, to disburse all their GEER funding for TEXAS Grant or TEOG, and any unexpended funds must be returned to the THECB by February 15, 2021.

**Emergency Educational Grant GEER funding is separate from TEXAS Grant and TEOG GEER funding, and institutions may not transfer funding between their two allocations.**

To the extent there is any advancement of funds, this is necessary to enable the Grantee to fully perform its obligations.

**Section 6.0 Required Certifications**

Attached hereto and incorporated herein by reference are the General Provisions and the Special Provisions listed below:

1. **Certification Regarding Debarment and Suspension**
2. **Certification Regarding Lobbying Disclosure of Lobbying Activities**
3. **Certification Federal Funding Accountability and Transparency Act (FFATA)**

Grantee further certifies the following:

Grantee must make full disclosure to THECB prior to entering into this Agreement if it intends to subcontract with a former employee/retiree of THECB if such former employee/retiree will participate in the Project in any way. Any former employee/retiree selected by the Grantee for subcontracting shall not perform work on the Project until prior written approval is received from THECB.

Pursuant to Section 2155.006(b) of the Texas Government Code, Grantee certifies that it has not been, during the five-year period preceding the date of this Agreement: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

## **Section 7.0 Terms and Conditions**

**7.01 Termination:** As consistent with applicable law (e.g. Office of Management and Budget Circulars (OMB) Uniform Grant Guidance. THECB may, by written notice to Grantee, terminate this Agreement, in whole or in part. For example, THECB may terminate if: (a) THECB is not reasonably satisfied with Grantee's Project; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Agreement, through no material fault of THECB. If Grantee fails or refuses to perform its obligations under this Agreement, THECB may exercise any and all rights as may be available to it by law or in equity.

**7.01.1 Non-Appropriation:** As consistent with applicable law, (e.g. OMB Uniform Grant Guidance) this Agreement may be terminated immediately if funds allocated to THECB should become reduced, depleted, or otherwise unavailable (including, but not limited to, lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations) during the Agreement Term and to the extent that THECB is unable to obtain additional funds for such purpose.

**7.01.2 Effect of Termination:** As consistent with applicable law (e.g. OMB Uniform Grant Guidance), upon any termination, all indemnities, including without limitation those set forth in this Agreement, as well as Agreement provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of this Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all Project work immediately upon the effective date of termination, except such Project Work that THECB deems are necessary to close out the project in a cost-effective manner. THECB shall be liable to Grantee for that portion of the Project work authorized by THECB and which has been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Agreement requirements. In

the event of termination, THECB reserves the right to negotiate another award if it is in the state's best interest.

- 7.02 Amendment:** This Agreement may be modified only by written amendment executed by the Parties hereto. Fees and expenses included as part of an amendment must be pre-approved by THECB to be eligible for payment and reimbursement.
- 7.03 Indemnification (Not applicable to state agencies):** To the extent allowed by law, Grantee shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and THECB, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any negligent acts or omissions of Grantee or any agent, employee, subcontractor, or supplier of Grantee in the execution or performance of this Agreement. Grantee shall coordinate its defense with the Texas Attorney General as requested by THECB.
- This subsection is not intended to and shall not be construed to require Grantee to indemnify or hold harmless the State of Texas or THECB for any claims or liabilities resulting solely from the negligent acts or omissions of THECB or its employees.
- 7.04 Intellectual Property Indemnification (Not applicable to state agencies):** Additionally, if Grantee requires or desires to use any design, trademark, device, material, software, or process covered by letters of patent or copyright and which is selected by Grantee, Grantee, to the extent allowed by law, shall indemnify, defend and hold harmless the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any liability, for any and all claims, demands, suits or actions brought by any third party, including any subcontractors of Grantee, and related fees (including reasonable attorney's fees) based on any claims for infringement by reason of the use of any such trademark, copyrighted material, or patented design, device, material, software, or process in connection with the Project agreed to be performed and shall indemnify (to the extent allowed by law) and/or reimburse the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any costs, fees (including reasonable attorney's fees), expenses, royalty/ies or damages which the State of Texas, THECB, as well as officers, agents, and employees of THECB may be obligated to pay by reason of such infringement at any time during the performance of or after completion of this Agreement. Grantee shall pay all reasonable costs of the State's and THECB's legal counsel and shall also pay costs of multiple legal counsels, if required to avoid conflicts of interest. Grantee represents and warrants that it has determined what licenses, patents and permits are required under this Agreement and has lawfully acquired all such licenses, patents, and permits. If THECB's use of the software becomes subject to a claim, or is likely to become subject to a claim in the sole opinion of THECB, Grantee shall, at its sole expense (1) procure for THECB the right to continue using such software under the terms of this Agreement or (2) replace or modify the software so that it is non-infringing.
- 7.05 Sovereign Immunity:** The Parties stipulate and agree that no provision of, or any part of this Agreement between THECB and Grantee, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to THECB or to Grantee (if Grantee is another Texas state agency) beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.
- 7.06 Assignment, Delegation, or Subcontracting:** Unless as otherwise provided for in the Agreement, no contractual rights, interest, or obligation shall be assigned, delegated, or

subcontracted by Grantee without prior written approval of THECB. No assignment, delegation, or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this Agreement. It is THECB's intent that to the extent subcontracting is approved by THECB, Grantee make a good faith effort to subcontract with Historically Underutilized Business(es) (HUB) during the performance of this Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the State of Texas.

- 7.07 Right to Audit; Records Retention:** Grantee understands that acceptance of funds under this Agreement, or indirectly through a subcontract under this Agreement, acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

Grantee shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Grantee in connection with the Agreement Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Agreement Project or the date of the receipt by THECB of Grantee's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with this Agreement, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Project provided in this Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

Grantee's failure to comply with this subsection (Right to Audit; Records Retention) shall constitute a material breach of this Agreement and shall authorize THECB and the State of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement for any misallocation, over-payments, or violation of law resulting the illegal expenditure of funds determined as a result of any audit or inspection of records on work performed under this Agreement. Grantee shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice.

- 7.08 Family Code Applicability (Not applicable to state agencies or non-profits):** By signing this Agreement, Grantee certifies that under Section 231.006, Family Code, Grantee is not ineligible to receive payment under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld or recouped if this certification is inaccurate. If this certification is shown to be false, Grantee is liable to THECB for attorneys' fees, the costs necessary to complete the Agreement, including the cost of advertising and awarding a second contract, and any other damages provided by law or Agreement.

- 7.09 Release of Information by Grantee**

FERPA. Grantee shall NOT release any data that is not FERPA compliant. Failure to follow the guidelines established may result in immediate termination of the Contract/Grant.

Prior Notification. Publication in scholarly journals is encouraged; however, Grantee agrees

to notify the Coordinating Board prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant. Grantee shall ensure the following statements are included in any published work:

This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policy of the THECB.

Potential Publication in News Media.

(a) Should Grantee be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant, Grantee shall notify its Program Contact, listed under Section 6.34, when possible, before communicating with news media. When not possible, Grantee shall notify its Program Contact immediately after concluding the communication with the news media since the Coordinating Board is likely, based on experience, to also be contacted by the news media.

(b) Should Grantee desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant, Grantee shall notify its Program Contact before communicating with news media.

Any written publication shall be sent electronically to the Program Contact.

- 7.10 Applicable Federal or State Funding Source Laws:** Grantee agrees to follow all applicable Federal grant standards and the Texas Uniform Grant Management Standards, including all of its applicable conditions and State Assurances (“UGMS”) (UGMS is herein incorporated for all purposes into this Agreement). All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/grant-management/>.
- 7.11 Monitoring:** Pursuant to this Agreement and other applicable law, desk reviews and/or on-site monitoring reviews may be conducted by THECB to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
- 7.12 Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Grantee that confirm the Project carried out within each funding source. Grantee must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless specified otherwise. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB Uniform Grant Guidance.
- 7.13 Forms, Assurances, and Reports:** Grantee shall timely file with the proper authorities all forms, assurances and reports required by federal or state laws and regulations. THECB shall be responsible for reporting to the proper authorities any failure by Grantee to comply with the foregoing laws and regulations coming to THECB’s attention, and may deny reimbursements or recover payments made by THECB to Grantee in the event of Grantee’s failure to so comply.
- 7.14 Public Information Act, Confidentiality, and FERPA:**

**7.14.1 PIA Provision for State Agencies:** Notwithstanding any provision of this Agreement to the contrary, the Parties understand that as Texas state agencies, they are subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The Parties will cooperate with each other in the production of documents responsive to any such requests under the Public Information Act. The Party receiving a request under the Public Information Act will make a determination whether to submit a Public Information Act request to the Attorney General. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The Party receiving a request under the Public Information Act will notify the other Party's General Counsel within 24 hours of receipt of any third party requests for information it receives relating to this Agreement.

**7.14.2 Confidentiality:** Grantee agrees to maintain the confidentiality of information received from THECB and the State of Texas that is deemed privileged or confidential by law during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. If Grantee is a governmental body and it receives a Public Information Act request for confidential information of THECB, Grantee must provide the third-party notice required by the PIA to the THECB.

**7.14.3 FERPA:** Grantee agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99. Grantee agrees (1) to protect any confidential student information it receives or accesses that could make a student's identity traceable, and (2) any confidential data analysis or report shall not be disclosed to any third party without THECB's prior written consent.

**7.15 Applicable Law and Venue:** This Agreement and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue of any suit brought concerning the Agreement and any incorporated documents is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Agreement shall be due and payable in Travis County, Texas.

**7.16 Grantee Responsibilities:** Grantee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Grantee shall furnish THECB with satisfactory proof of its compliance. Grantee shall be responsible for damage to THECB's equipment, and/or the workplace and its contents, by its, or subcontractors' work, negligence in work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work for THECB under this Agreement. Grantee shall provide all labor and equipment necessary to furnish the goods or perform the Project. All employees of Grantee shall be a minimum of 18 years of age and experienced in the type of work to be performed. Grantee shall permit no visitors or relatives of Grantee's employees and contractors on THECB's state property unless they also are bona fide employees or contractors of Grantee.

**7.17 Debts and Delinquencies to the State:** The Comptroller of the State of Texas is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Grantee agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments or other amounts

Grantee is otherwise owed under this Agreement shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Grantee agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

- 7.18 Conflict of Interest:** Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest in carrying out the Project this Agreement, and that the provision of the Project under this Agreement does not create an appearance of impropriety. Failure to disclose a conflict of interest may be cause for termination of this Agreement.
- 7.19 Financial Interests; Gifts:** Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in this Agreement has received compensation from THECB or any agency of the State of Texas for participation in preparation of specifications for this Agreement. Grantee represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel, favor or service to any public servant or employee in connection with this Agreement.
- 7.20 Grantee's Representations:** To the extent allowed by law, Grantee hereby covenants, represents and warrants that Grantee (including, for purposes of this section, its employees, consultants, subcontractors, and agents) (1) has the technical expertise and general skills necessary to carry out the Project competently and professionally the Project in accordance with this Agreement, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee's right to enter into this Agreement or Grantee's right or ability to perform Grantee's obligations under this Agreement, (3) shall not knowingly use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Grantee's obligations under this Agreement without having first lawfully obtained the right, in writing, to do so, and (4) has the necessary equipment, facilities and workers to perform Grantee's obligations under this Agreement.
- 7.21 Antitrust:** Grantee represents and warrants that neither Grantee nor any firm, corporation, partnership, or institution represented by or affiliated with Grantee, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws.
- 7.22 Deceptive Trade Practices; Unfair Business Practices:** Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that if it has been the subject of either or both such allegations, that Grantee has not been found to be liable for any such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices, in an administrative hearing or court suit and further, that if such officer(s) has been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.
- 7.23 Equal Opportunity:** Grantee represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Agreement.
- 7.24 Employment Provisions:** Grantee and its employees or agents shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Grantee agrees that it shall have complete responsibility in the area of employment law and relations

regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers' compensation, employment taxes, and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers' compensation benefits, and THECB is, in no way, a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay and assign work.

- 7.25 System for Award Management (SAM):** THECB is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
- 7.26 Suspension and Debarment:** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity. If Grantee is unable to certify to any of the statements in this certification, such prospective participant shall provide a written explanation to THECB for its review prior to execution of this Agreement by either Party.
- 7.27 Boycotting Israel:** In accordance with Government Code, Section 2270.002, the State of Texas may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.
- 7.28 Eligibility/Authorization to Work in the United States:** Grantee shall ensure that all personnel provided to carry out the Project under this Agreement possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996. Grantee shall maintain written records on all personnel provided under the Agreement and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Agreement and THECB shall have the right to terminate the Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.
- 7.29 Drug Free Work Place:** The Grantee shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 7.30 No Commissions:** THECB shall not pay any commissions to Grantee under this Agreement.
- 7.31 Contacts:** Unless otherwise agreed to in writing by the Parties, primary contacts for routine communications related to the carrying out of the Project under this Agreement are as follows:

THECB Staff	Grantee Staff
Program Manager Erin Vicinaiz	Galveston College Myles Shelton

- 7.32 Applicable Taxes:** This Agreement shall not be construed so as to supersede the laws of the United States or the State of Texas that accord the State of Texas, THECB, and all departments, agencies, and instrumentalities of the State of Texas exemptions from payment(s) of all taxes of whatever kind. More specifically, to the extent permitted by applicable law, THECB shall not directly or indirectly be liable for taxes of any kind. Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. To the extent permitted by applicable law, THECB shall provide all applicable tax exemption certificates upon the Grantee's request.
- 7.33 Prohibition on Use of Funds for Lobbying:** Grantee represents and warrants that THECB's payments and Grantee's receipt of appropriated or other funds under this Agreement are not prohibited by Texas Government Code, Sections 556.005 or 556.008.
- 7.34 Eligibility:** Under Section 2155.004, Government Code, Grantee certifies that the individual or business entity named herein is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 7.35 Provision of Work Product:** Upon any request by THECB for the remittance of any Work Product under the Project for which THECB has made payment, Grantee shall immediately remit such Work Product to THECB. Any failure to remit such Service immediately shall be considered a material breach of this Agreement.
- 7.36 Smoking Policy:** THECB has a policy of being a smoke-free agency. The policy reflects THECB's commitment to providing a healthy environment for all THECB employees and visitors. This policy prohibits smoking within any state building. Grantee, by acceptance of this Agreement, agrees to abide by this policy when on the property of THECB.
- 7.37 Notice:** All notices required to be given hereunder shall be in writing and shall be given by personal delivery thereof or by overnight courier or by certified or registered mail, postage prepaid, return receipt requested, to the office shown below. Any notice served shall be deemed given on the date of hardcopy original document delivery.

THECB Staff	Grantee Staff
Texas Higher Education Coordinating Board Office of Contract Management Services P.O. Box 12788 Austin, Texas 78711-2788	<b>Galveston College</b>  <b>4015 Avenue Q</b> <b>Galveston, TX 77550</b>

- 7.38 False Statements; Breach of Representations:** By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Grantee shall be in default under this Agreement and THECB may terminate or void this Agreement for cause and pursue other remedies available to THECB under this Agreement and applicable law.
- 7.39 Severability and Waiver:** The invalidity, illegality, or unenforceability of any provisions of this Agreement shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Grantee at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither THECB's review, approval, acceptance of, nor payment for any of the Project provided in this Agreement shall be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance of the Project required by the Agreement.

- 7.40 Entire Agreement and Order of Precedence:** This Agreement consists solely of the following documents, and, in the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence: (1) Amendments to this Agreement (if any), (2) the Agreement (including its Exhibits, if any), (3) THECB's Request for Applications, if any (and its Addenda, if any), and (4) Grantee's Application, if any (and its Addenda, if any). This Agreement (including its Exhibits, if any) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Agreement. The Parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Agreement or otherwise.

**Section 8.0 GOVERNOR'S EMERGENCY EDUCATION RELIEF FUND:  
OTHER ASSURANCES AND CERTIFICATIONS**

- 8.01** The State will comply with all applicable assurances in OMB Standard Forms 424B (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood hazards; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders, and regulations.
- 8.02** With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; the State will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 CFR part 82, Appendix B); and the State will require the full certification, as set forth in 34 CFR part 82, Appendix A, in the award documents for all subawards at all tiers.
- 8.03** Any LEA receiving funding under this program will have on file with the State a set of assurances that meets the requirements of Section 442 of the General Education Provisions Act (GEPA), 20 U.S.C. 1232e.
- 8.04** To the extent applicable, an LEA will include in its local application a description of how the LEA will comply with the requirements of Section 427 of GEPA, 20 U.S.C. 1228a. The description must include information on the steps the LEA proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede access to, or participation in, the program.

**8.05** The State and other entities will comply with the provisions of all applicable acts, regulations, and assurances; the provisions of the Education Department General Administrative Regulations in 34 CFR parts 75, 76, 77, 81, 82, 84, 86, 97, 98, and 99; the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

**Section 9.0**

**Signatures:**

By signature hereon, the individual(s) below represent and warrant that they are duly authorized representative(s) of the Parties and have the authority to bind the Parties in this Agreement.

---

Myles Shelton  
President  
Galveston College

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Date

---

Harrison Keller, Ph.D.  
Commissioner of Higher Education  
Texas Higher Education Coordinating Board

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Date

Consider Ratifying Acceptance of U.S. Department of Education  
TRIO - Student Support Services Grant Award -  
Building Bridges to Success for Project Year 2020-21

The Building Bridges to Success (BBS) program at Galveston College is a federally funded TRIO Student Support Services program. It is designed to help students overcome class, social, academic and cultural barriers. Faculty and staff from the campus community and volunteers from the local community work collaboratively to implement activities that impact and increase retention, graduation, and transfer rates.

This program is funded by the U.S. Department of Education to provide academic, financial literacy, and student support services to currently enrolled students who represent first-generation, economically disadvantaged, or disabled populations with an established academic need. For the 24<sup>th</sup> consecutive year, Galveston College received federal funds to continue the program.

In response to the call for proposals for the TRIO Student Support Services grant competition, Galveston College submitted a proposal to the U.S. Department of Education in January of this year. On August 6, 2020, a Congressional Notification was received confirming that Galveston College has been selected to receive funding. It is anticipated that the grant will be funded for a total of five years. Following is the Grant Award Notification indicating the amount of the award is \$283,895 for the first budget period of September 1, 2020, through August 31, 2021.

Staff recommends ratifying the acceptance of this grant award.



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

P042A200738

**GRANT AWARD NOTIFICATION**

<b>1</b>	<b>RECIPIENT NAME</b>  Galveston College Student Services 4015 Avenue Q Galveston, TX 77550	<b>2</b>	<b>AWARD INFORMATION</b>  PR/AWARD NUMBER      P042A200738 ACTION NUMBER        1 ACTION TYPE            New AWARD TYPE            Discretionary																			
<b>3</b>	<b>PROJECT STAFF</b>  <b>RECIPIENT PROJECT DIRECTOR</b> Amy Leuchtag                      (409) 944-1297 <a href="mailto:aleuchtag@gc.edu">aleuchtag@gc.edu</a> <b>EDUCATION PROGRAM CONTACT</b> Lavelle M Wright                      (202) 453-7739 <a href="mailto:lavelle.wright@ed.gov">lavelle.wright@ed.gov</a> <b>EDUCATION PAYMENT HOTLINE</b> G5 PAYEE HELPDESK              888-336-8930 <a href="mailto:edcaps.user@ed.gov">edcaps.user@ed.gov</a>	<b>4</b>	<b>PROJECT TITLE</b>  84.042A Building Bridges to Success																			
<b>5</b>	<b>KEY PERSONNEL</b>  <table border="0"> <thead> <tr> <th><u>NAME</u></th> <th><u>TITLE</u></th> <th><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Amy Leuchtag</td> <td>Project Director</td> <td>0 %</td> </tr> </tbody> </table>			<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Amy Leuchtag	Project Director	0 %													
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<b>8</b>	<b>ADMINISTRATIVE INFORMATION</b>  <table border="0"> <tr> <td>DUNS/SSN</td> <td>060716321</td> </tr> <tr> <td>REGULATIONS</td> <td>CFR PART 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and EDGAR AS APPLICABLE</td> </tr> <tr> <td>ATTACHMENTS</td> <td>2 CFR AS APPLICABLE</td> </tr> <tr> <td></td> <td>1, 2, 3, 6, 8, 9, 11, 12, 13, 14, B OPE-3, E-3, E1, E2, E4, E5</td> </tr> </table>			DUNS/SSN	060716321	REGULATIONS	CFR PART 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and EDGAR AS APPLICABLE	ATTACHMENTS	2 CFR AS APPLICABLE		1, 2, 3, 6, 8, 9, 11, 12, 13, 14, B OPE-3, E-3, E1, E2, E4, E5											
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**US Department of Education  
Washington, D.C. 20202**

P042A200738

**GRANT AWARD NOTIFICATION**

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0201A	2020	2020	EP000000	B	J06	000	042	4101C	\$283,895.00

**10**

PR/AWARD NUMBER: P042A200738  
 RECIPIENT NAME: Galveston College  
 Student Services  
 PARTICIPANT NUMBER: 206  
 GRANTEE NAME: GALVESTON COLLEGE  
 4015 AVE Q,  
 GALVESTON, TX 77550 - 7447  
 PROGRAM INDIRECT COST TYPE: Unrestricted  
 PROJECT INDIRECT COST RATE: 8%

**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.

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE SECRETARY CONSIDERS, AMONG OTHER THINGS, CONTINUED FUNDING IF:

- 1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM,
- 2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT,
- 3) THE GRANTEE HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE GOALS AND OBJECTIVES OF THE PROJECT,
- 4) THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE, THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION,
- 5) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118, 2 CFR 200.327 AND 200.328, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY,
- 6) THE GRANTEE HAS MAINTAINED FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302, FINANCIAL MANAGEMENT, AND 2 CFR 200.303, INTERNAL CONTROLS.

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

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.



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

P042A200738

**GRANT AWARD NOTIFICATION**

- (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.
  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.
- (3) You are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. For FY 2018, OMB is granting an exception allowing recipients to use the higher thresholds in advance of changes to the FAR. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.
- (4) 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/fbc-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (5) 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.

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)



### GRANT AWARD NOTIFICATION

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.

- (6) In order to demonstrate substantial progress during the first year after having been notified that a grant is awarded:
  - 1) the institution receiving the grant must have hired a director or appointed an acting director, within four months of the start date of the grant;
  - 2) the institution receiving the grant must begin recruiting students within the first six months of the start date of the grant;
  - 3) the institution receiving the grant must begin serving students within the first six months of the start date of the grant; and
  - 4) the institution must serve 75% of the students it was funded to serve.

In the second and any subsequent year of a program's funding, in order to meet the minimum criterion for substantial progress, the institution must serve 85% of the number of participants the project(s) was funded to serve during the budget period. In addition, the project must adhere to the assurance that:

- (1) Not less than two-thirds of the project participants will be
  - (i) Low-income individuals who are first generation college students; or
  - (ii) Individuals with disabilities;
- (2) The remaining project participants will be low-income individuals, first generation college students, or individuals with disabilities; and
- (3) Not less than one-third of the individuals with disabilities served also will be low-income individuals.

\_\_\_\_\_  
AUTHORIZING OFFICIAL

\_\_\_\_\_  
DATE

Consider Acceptance of U.S. Department of Education TRIO –  
Upward Bound Program Grant Award for Project Year 2020-21

Galveston College received a grant award notification from the U.S. Department of Education to continue the TRIO Upward Bound at Galveston College program. This grant will be in the amount of \$297,601 for the fourth budget period of September 1, 2020, through August 31, 2021. It is anticipated that the grant will be for a total of five years. The program has an academic year component and a summer component. Funding will allow for services to be provided to 60 Ball High School students with at least two-thirds being low-income and first-generation college students.

Staff recommends acceptance of this grant award.



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

P047A171382 - 20

**GRANT AWARD NOTIFICATION**

<b>1</b>	<b>RECIPIENT NAME</b>  Galveston College 4015 Avenue Q Galveston, TX 77550 - 7447	<b>2</b>	<b>AWARD INFORMATION</b>  <table style="width:100%; border:none;"> <tr> <td style="padding-right:20px;">PR/AWARD NUMBER</td> <td>P047A171382 - 20</td> </tr> <tr> <td>ACTION NUMBER</td> <td>9</td> </tr> <tr> <td>ACTION TYPE</td> <td>Continuation</td> </tr> <tr> <td>AWARD TYPE</td> <td>Discretionary</td> </tr> </table>	PR/AWARD NUMBER	P047A171382 - 20	ACTION NUMBER	9	ACTION TYPE	Continuation	AWARD TYPE	Discretionary																		
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<b>3</b>	<b>PROJECT STAFF</b>  <b>RECIPIENT PROJECT DIRECTOR</b> Priselda P Perez (409) 944-1253 <a href="mailto:pperez@gc.edu">pperez@gc.edu</a> <b>EDUCATION PROGRAM CONTACT</b> Tara Lawrence (202) 260-1475 <a href="mailto:Tara.Lawrence@ed.gov">Tara.Lawrence@ed.gov</a> <b>EDUCATION PAYMENT HOTLINE</b> G5 PAYEE HELPDESK 888-336-8930 <a href="mailto:edcaps.user@ed.gov">edcaps.user@ed.gov</a>	<b>4</b>	<b>PROJECT TITLE</b>  84.047A TRiO Upward Bound at Galveston College																										
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<b>9</b>	<b>LEGISLATIVE AND FISCAL DATA</b>  <table style="width:100%; border:none;"> <tr> <td style="padding-right:20px;">AUTHORITY:</td> <td>PL 102-325 IV HIGHER EDUCATION ACT OF 1965, AS AMENDED</td> </tr> <tr> <td>PROGRAM TITLE:</td> <td>TRIO - UPWARD BOUND</td> </tr> <tr> <td>CFDA/SUBPROGRAM NO:</td> <td>84.047A</td> </tr> </table> <table style="width:100%; border:none;"> <thead> <tr> <th style="text-align:left;">FUND CODE</th> <th style="text-align:left;">FUNDING YEAR</th> <th style="text-align:left;">AWARD YEAR</th> <th style="text-align:left;">ORG. CODE</th> <th style="text-align:left;">CATEGORY</th> <th style="text-align:left;">LIMITATION</th> <th style="text-align:left;">ACTIVITY</th> <th style="text-align:left;">CFDA</th> <th style="text-align:left;">OBJECT CLASS</th> <th style="text-align:right;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0201A</td> <td>2020</td> <td>2020</td> <td>EP000000</td> <td>B</td> <td>69</td> <td>J07</td> <td>000</td> <td>047</td> <td style="text-align:right;">4101C \$297,601.00</td> </tr> </tbody> </table>			AUTHORITY:	PL 102-325 IV HIGHER EDUCATION ACT OF 1965, AS AMENDED	PROGRAM TITLE:	TRIO - UPWARD BOUND	CFDA/SUBPROGRAM NO:	84.047A	FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT	0201A	2020	2020	EP000000	B	69	J07	000	047	4101C \$297,601.00
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**GRANT AWARD NOTIFICATION**

**10**

PR/AWARD NUMBER: P047A171382 - 20  
 RECIPIENT NAME: Galveston College  
 PARTICIPANT NUMBER: 60  
 GRANTEE NAME: GALVESTON COLLEGE  
 4015 AVE Q,  
 GALVESTON, TX 77550 - 7447  
 PROGRAM INDIRECT COST TYPE: Training  
 PROJECT INDIRECT COST RATE: 8%

**TERMS AND CONDITIONS**

- (1) 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.
- 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.

- (2) 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.

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE SECRETARY CONSIDERS, AMONG OTHER THINGS, CONTINUED FUNDING IF:

- 1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM,
- 2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT,
- 3) THE GRANTEE HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE GOALS AND OBJECTIVES OF THE PROJECT,
- 4) THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE, THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION,
- 5) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118, 2 CFR 200.327 AND 200.328, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY,



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**GRANT AWARD NOTIFICATION**

6) THE GRANTEE HAS MAINTAINED FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302, FINANCIAL MANAGEMENT, AND 2 CFR 200.303, INTERNAL CONTROLS.

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

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.

- (3) You are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. For FY 2018, OMB is granting an exception allowing recipients to use the higher thresholds in advance of changes to the FAR. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.
- (4) 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.
- (5) 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.

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



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Washington, D.C. 20202**

**GRANT AWARD NOTIFICATION**

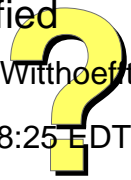
set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

- (6) The Department is committed to making non-competing continuation (NCC) awards available to grantees as soon as possible, and is therefore approving your continuation funding for the time being based on existing information held by the Department. As a recipient of this NCC award, you will be responsible for submitting two additional documents within fourteen-days of your receipt of your grant award notification (GAN) of the NCC award: a proposed budget, detailing plans for using the remainder of the unspent Fiscal Year (FY) 2019 funds in FY 2020, is due fourteen-days after receiving the GAN.  
a revised budget, detailing plans for the FY 2020 NCC funds, including any changes due to COVID-19, is due fourteen-days after receiving the GAN.  
If necessary, your FY 2020 NCC award may be reduced to reflect your revised budgets or to account for unallowable carryover. A revised GAN will be issued by September 30, 2020 to reflect any potential reductions.
- (7) In order for a grantee to receive a non-competing continuation award, a project must demonstrate substantial progress. For an Upward Bound project to meet the criterion for substantial progress, the project must serve the statutory requirement of two-thirds of participants being low-income, potential first-generation college students; and must serve 85% of the number of participants the project was funded to serve during each budget period.

**Signature Not Verified**

Digitally signed by Ben Witthoef

Date: Mon Aug 24 10:58:25 EDT 2020



\_\_\_\_\_

\_\_\_\_\_

**AUTHORIZING OFFICIAL**

**DATE**

Consider Ratifying Approval of Interlocal Cooperation Contract Between Galveston College and The University of Texas at Austin to Provide Internet Services

Staff is requesting that the Board ratify the approval of the following Interlocal Cooperation Contract with The University of Texas at Austin for internet services. This 12-month contract totals \$11,400 for the period of September 1, 2020 to August 31, 2021.

## INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

### I. Contracting Parties:

The Receiving Party: Galveston College,  
An institution of higher education of the State of Texas  
4015 Avenue Q  
Galveston, TX 77550  
ATTN: Jason Smith

The Performing Party: The University of Texas at Austin ("UT"),  
An institution of higher education and agency of the State of Texas.  
ITS, Office of Telecommunication Service ("UT OTS")  
P.O. Box 7580, Mail C3800  
Austin, TX 78713-7580  
ATTN: Joan Royer

### II. Statement of Services to be Performed

Subject to Receiving Agency's compliance with The University of Texas System Office of Telecommunication Services ("UT-OTS") Use Policy (Appendix A attached and incorporated by reference), Performing Agency shall provide Receiving Agency with access to national networks, including the commodity Internet and/or the Internet2 networks (the "services"), and a port charge which is necessary to connect to the network in accordance with the UT-OTS Service Level Policy (Appendix B attached and incorporated by reference). Such access is accomplished via Receiving Agency's connection to the UT-OTS backbone. The UT-OTS backbone interconnects all UT-OTS subscriber institutions, including Receiving Agency, and acts as a conduit to the national networks.

### III. Basis for Calculating Reimbursable Costs

DESCRIPTION OF SERVICE	QTY	COST PER UNIT	MONTHLY AMOUNT	# OF MONTHS IN CONTRACT	TOTAL FOR CONTRACT
500M Port Charge	1	\$950.00	\$950.00	12	\$11,400.00
<b>TOTAL AMOUNT</b>			<b>\$950.00</b>		<b>\$11,400.00</b>

### IV. Contract Amount

The total amount of this Contract shall not exceed \$11,400.00 (Eleven Thousand Four Hundred Dollars and Zero Cents).

## **V. Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

## **VI. Warranties**

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 77, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

## **VII. Term of the Agreement**

This Agreement is effective as of the later of September 1, 2020 or date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2021.

## **VIII. Termination**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the sixty-day period.

Performing Agency may terminate this Contract without cause upon sixty (60) days' advance written notice of termination to the Receiving Agency.

**Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:**

**Receiving Party**  
Galveston College

**Performing Party**  
The University of Texas at Austin

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

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

Name: W. Myles Shelton

Name: Linda Shaunessy

Title: President

Title: Business Contracts Administrator

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

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

## **Appendix A: UT-OTS Use Policy**

### **Network Abuse**

The University of Texas System Office of Telecommunication Services (“UT-OTS”) takes a direct and immediate interest in protecting the operational integrity of the network from any activity at a subscriber site which causes disruption of communications services on the UT-OTS network or elsewhere on the Internet. In order to protect the network from any such occurrence, UT-OTS subscriber organizations must be able to physically locate any given computer based on the IP address assigned to it and, upon request, remove that computer from the network or revoke the computer user's access to that and other computers, as appropriate. In any case where on-going disruption of communications services on the UT-OTS network or elsewhere on the Internet is traceable to a particular subscriber organization and such activity cannot be controlled by that subscriber, then the subscriber's connection may be shut down until the disruptive activity has ceased.

### **Spam**

Transmission of unsolicited bulk email (“Spam”) by a UT-OTS subscriber is strictly prohibited, including the maintenance by a subscriber of 'open relay' systems permitting such transmission by third parties. Additionally, a UT-OTS subscriber may not host a network service (web-based or other) that is advertised in unsolicited bulk email, even though such email originates in other networks. Repeated infractions of this Spam policy will be considered grounds for termination of service.

### **Resale of UT-OTS Connectivity**

The resale of UT-OTS/Internet access by any subscriber is strictly prohibited.

---

## Appendix B: UT-OTS Service Level Policy

### NETWORK AVAILABILITY

The Performing Agency will make every reasonable effort to provide continuous data communication service, excluding planned maintenance periods, based on the availability commitments below. Access circuits that connect to this infrastructure where the service is being provided by another carrier are the responsibility of the provider of that circuit, including any associated service levels. Unless specifically indicated, this service level policy applies only to services operated on the UT-OTS infrastructure directly and does not apply to services or circuits acquired, either directly or indirectly, through another provider. Furthermore, this service level policy can only be applied to services where the Receiving Agency utilized both physical and logical diversity to the UT-OTS edge.

#### **Commodity Internet & Internet2:**

Availability 99.95%  
End-to-end latency less than 50 milliseconds.  
Packet Loss less than 0.1%

#### **Point-to-Point Within UT-OTS Network:**

Availability 99.95%  
End-to-end latency less than 25 milliseconds.  
Packet Loss less than 0.1%

---

## DEFINITIONS

The terms defined in this section are either service level metrics or are relevant to service level metrics.

### **A. Maintenance Periods**

Unless otherwise specified, UT-OTS will make every effort to ensure that all services shall be available 24 Hours a day, 365 Days a year, apart from planned or emergency maintenance event.

Planned Maintenance is defined as non-critical work requiring or potentially causing service outages. These events shall be coordinated and occur during a time-frame agreeable to both parties. Typically, events of this nature are performed within a specified window of time between 8:00pm and before 8:00am on weekdays or weekends. Notification of a Planned Maintenance event will be sent no less than seven (7) days prior to the scheduled event start time.

Emergency (Unplanned) maintenance is defined as critical network maintenance that must occur with less than the applicable standard advance notification time required for a Planned Maintenance. Notification of an Emergency Maintenance events will be sent as soon as information is available.

---

Consider Ratifying Appointment of Full-time Instructors

It is recommended that the following individuals be appointed to the positions indicated and that the Board ratify the contractual appointments:

Crystal Robinson, Criminal Justice/Law Enforcement Instructor/Program Director (12-month, tenure track)

An annual salary rate of \$74,360 will be prorated beginning August 21, 2020.

Education: M.S. in Criminal Justice, University of North Texas; B.A. in Spanish/Criminal Justice, Sam Houston State University; A.A. in General Studies, Alvin Community College  
Experience: Deputy Sheriff, Galveston County Sheriff's Office; Adjunct Instructor, Alvin Community College Law Enforcement Academy; Adjunct Instructor, College of the Mainland Law Enforcement Academy; Deputy Constable, Galveston County Constable's Office Precinct 4 and Precinct 7; Police Officer, Hitchcock Police Department

Michael Stickney, Instrumentation Instructor/Program Director (12-month, tenure track)

An annual salary rate of \$82,954 will be prorated beginning August 21, 2020.

Education: Ph.D. in Chemistry, Texas A&M University; B.S. in Chemical Engineering, Texas A&M University; B.A. in Chemistry, Texas A&M University  
Experience: Owner, Michael J. Stickney Consulting; President, MC International Research; Senior Engineer, GDS Engineers; Research Engineer, Chemical Research and Licensing

Mary Thomas, Associate Degree Nursing Instructor (9-month, tenure track)

An annual salary rate of \$56,450 will be prorated beginning August 31, 2020.

Education: M.S. in Nursing, University of Texas Medical Branch; B.S. in Nursing, University of Texas Medical Branch; A.A.S in Nursing, College of the Mainland  
Experience: Director of Nursing Services, MRC The Crossings; Nurse Manager Inpatient and Emergency Departments, Houston Physicians' Hospital; Nurse Manager, Kindred Hospital Houston; Nursing Faculty, Galveston College

Derrick Wyatt, Welding Instructor (12-month, tenure track)

An annual salary rate of \$66,975 will be prorated beginning August 21, 2020.

Education: A.A.S. in Welding Technology, Tarrant County College  
Experience: Global Supplier Quality Engineer, ESAB Welding and Cutting; Quality Technical Advisor/Supplier Quality Engineer, General Electric; Welding Instructor, Fayetteville Technical Community College; E5-Sergeant (Welding/Machine Shop NCOIC), United States Army

**INSTRUCTIONAL AGREEMENT  
FOR DUAL CREDIT/EARLY ADMISSIONS ENROLLMENT CLASSES  
BETWEEN  
GALVESTON COLLEGE  
AND THE  
UPWARD HOPE ACADEMY  
ACADEMIC YEAR: 2020-2021**

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 Upward Hope Academy, a Texas private preparatory school (referred to herein as the "School"), evidences the following:

**I. PURPOSE**

Galveston College and Upward Hope Academy 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, to participate in Tech-Prep programs 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 within the School District may be eligible to participate in dual credit/early admission classes at Galveston College based on 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 TSI Assessment scores 350 or higher in mathematics and reading scores of 351 or higher plus writing score of at least 4 on the essay with 340 or higher on the objective part.
  - d. The student achieves on the STAAR end-of-course (EOC) exams a minimum score of 2000 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 District 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 emergency such as hurricane, pandemic or other forced closures and the previously mentioned measurements are not available, both the College and the ISD 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 principal of the School District 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.

## **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 must be simultaneously identified by the College as a course that has been included in the College's core curriculum. 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 Tech-Prep, 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 District 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.
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. 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 District.

## **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. Further, 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. The 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 District 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 the 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 District 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 District agrees to allow those students currently enrolled in Galveston College courses, within the School District's facilities, access to the information resources available in the district. These students are under the same rules and regulations as other students of the district and are subject to the same fines and penalties.
- c. Galveston College and the School District 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. Furthermore, 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 District will transcript all course work in accordance with the School District's normal policies and procedures immediately following the end date of the course. Further, the School District 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.
  - a. State funding for concurrent credit courses will be available to both the School District 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 District 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 and online.
  - b. Galveston College agrees to charge the standard tuition and fees, excluding out-of-district and non-resident fees, 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. The 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 District 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 District alone is to be responsible for payment of a student's tuition and fees, Galveston College agrees to bill the School District immediately following registration. The School District 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 District 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. 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 District, 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 the Board of Trustees of the Upward Hope Academy. If so approved, the Agreement shall be for the 2020-2021 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 Upward Hope Academy, and signed by its Headmaster

By \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Christopher Fredrickson, Headmaster

**ADDENDUM A**

- I. Students who are enrolled in dual credit classes located at Upward Hope Academy shall pay \$45 per semester hour (\$135 per 3 semester hour course or \$180 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. 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.
- IV. In accordance with current rules and guidelines, required college textbooks and materials shall be furnished to the student enrolled in dual credit classes at Upward Hope Academy 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 Upward Hope Academy, executed by Upward Hope Academy, and signed by its Headmaster.

By \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Christopher Fredrickson, Headmaster

## 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	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 & 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
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	Precalculus	3	
ACGM	MATH 2413	Calculus I	4	
ACGM	MATH 2414	Calculus II	4	Advanced Math Elective
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	
WECM	PSTR 1301	Fundamental of Baking	3	Culinary Arts
WECM	CHEF 1302	Principles of Healthy Cuisine	3	
WECM	IFWA 1217	Food Production and Culinary Math	2	Advanced Culinary Arts
WECM	CSME 1354	Artistry of Hair Design I	3	
WECM	CSME 1501	Orientation to Cosmetology	5	Intro to Cosmetology
WECM	CSME 1410	Intro to Hair Cutting	4	
WECM	CSME 1453	Chemical Reformation	4	Cosmetology I
WECM	CSME 1355	Artistry of Hair Design II	3	
WECM	CSME 2401	Principles of Hair Coloring	4	Cosmetology II
WECM	CSME 2310	Advanced Haircutting	3	
WECM	CSME 2541	Prep for State Licensing Exam	4	Practicum in Human Services
WECM	EMSP 1501	EMT - Basic	5	
WECM	EMSP 1160	Clinical - EMT-Basic	1	Practicum in Health Science
WECM	HITT 1305	Medical Terminology I	3	Medical Terminology
WECM	HPRS 1206	Intro to Health Professions	2	Basic Health Professional Skills
WECM	WLDG 1407	Intro to Welding Multiple Processes	4	
WECM	WLDG 1434	Intro to Gas Tungsten Arc	4	Welding I
WECM	WLDG 1435	Introduction to Pipe	4	
WECM	WLDG 2443	Advanced Shielded Metal Arc Welding	4	Welding II
WECM	WLDG 1317	Intro to Layout and Fab	3	
WECM	WLDG 2413	Intermediate Welding	4	Practicum in Welding

Consider Approval of Instructional Agreement Between  
Galveston College and the Upward Hope Academy for Dual Credit / Early Admissions  
Enrollment Classes for Academic Year 2020-21 Including Addendum

Staff is seeking Board approval of the following agreement between Galveston College and the Upward Hope Academy. 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 this agreement is contingent upon the approval of the Board of Regents and the governing body of the Upward Hope Academy and shall be for the 2020-21 academic year.

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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, 78<sup>th</sup> Leg., ch. 812, Sec. 1, eff. June 20, 2003.

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

Consider Approval of Proposal to Provide Fiber Connectivity to  
Whitecaps Apartments for Long-Term, High-Capacity Networking

Staff requests approval to contract vendor Triumph Cabling Systems (DIR Contract No. DIR-TSO-3725) to provide fiber cabling for the existing Whitecaps Apartments. This will provide the necessary connectivity from the main campus’s networking infrastructure to the apartments. It is a long-term solution that will replace not only the wireless point-to-point connection for video surveillance, but also provide internet connectivity for the students. Hardware from vendor Presidio (DIR Contract No. DIR-TSO-4167) is also included in the project.

The total cost of this proposal is \$61,620 and a breakdown of the cost follows. The source of funding is CARES Act MSI grant funds.

<b>Vendor</b>	<b>Item/Quote</b>	<b>Funding Source</b>	<b>Cost</b>
Triumph Cabling Systems Contract No: DIR-TSO-3725  Presidio Contract No: DIR-TSO-4167	24 strands of single mode fiber, 12U wall mounted data cabinet, fiber enclosures with bulkheads, conduit, torpedo boring, permits, new cables for cameras and access points, single-mode small form-factor (SFP) modules, and testing	CARES Act MSI Grant Funds	\$61,620
<b>Total</b>			<b>\$61,620</b>

Consider Appointment of Voting Delegate and Alternate for the Virtual  
2020 Association of Community College Trustees (ACCT) Leadership Congress

Several Regents and the President will be attending the virtual 2020 ACCT Leadership Congress next month. The Galveston College Board is entitled to one vote during the Regional Caucuses and Senate Meeting that will also be held virtually. The Board Chair or the Board must choose its voting delegate(s) internally prior to registration for the Regional Caucuses and the Senate Meeting. ACCT does not weigh in on voting delegate selection. Only voting members of governing boards may serve as voting delegates. Fiscal year 2021 ACCT membership dues must be received and verified by September 28, 2020 for a voting delegate to be eligible. Voting delegates must register by September 28, 2020 to ensure sufficient time before the elections to receive voting credentials.

The Board may consider the appointment of the voting delegate and alternate representing Galveston College at the virtual 2020 ACCT Leadership Congress.

Consider Adoption of Resolution  
Honoring the Service of Regent Carl E. Kelly to Galveston College

The Board of Regents will consider adopting the following resolution honoring Regent Carl E. Kelly for his service to Galveston College.

## **A Resolution Honoring the Service of Regent Carl E. Kelly to Galveston College**

**WHEREAS**, Regent Carl E. Kelly gave honorable service and shared invaluable knowledge as a member of the Board of Regents of the Galveston Community College District from his appointment in January 1998 until his untimely passing on July 31, 2020; and

**WHEREAS**, Regent Kelly served steadfastly as Chairperson, Vice Chairperson, and Secretary of the Board of Regents during his tenure; and

**WHEREAS**, he unexpectedly had to step into the role of Chairperson and, with utmost dedication, lead the Board of Regents during a transitional period of time for the College; and

**WHEREAS**, he also served as a member of several Board of Regents committees including the Athletic, Diversity (chair), Policies and Planning (chair), Facilities, and most recently Finance and Policies Committees; and

**WHEREAS**, as Chairperson of the Board of Regents, he was a representative on the Tax Foreclosed Resale Committees (Galveston and Bolivar Peninsula); and

**WHEREAS**, an anonymous donor established a named scholarship to honor Regent Carl Kelly for his service to the Board; and

**WHEREAS**, the Association of Community College Trustees would depend on Regent Kelly to serve the national organization as an Assistant Teller for the Western Regional Caucus and Meeting at its Annual Leadership Congress, which he did without reservation and in representation of Galveston College; and

**WHEREAS**, Regent Kelly's commitment to public service and volunteerism is evident in the seemingly endless list of altruistic activities to which he devoted his time and energy, not only serving as a College Regent but also on the Galveston Island Park Board of Trustees (former chair), Texas State Bar Grievance Board, Galveston Historical Foundation Board of Directors, the City of Galveston Charter Review Committee, the BPA Housing Development Corporation Board, and the 1894 Grand Opera House; and

**WHEREAS**, he also served with dedication as a citizen bailiff for the 122<sup>nd</sup> District Court, under the leadership of Judge Frank Carmona and Judge John Ellisor; and

**WHEREAS**, Regent Kelly was known for being an avid world traveler, but he rarely missed a meeting to indulge in his passion to enhance his knowledge and experience other cultures; and

**WHEREAS**, Regent Kelly's passing is a deep and profound loss to Galveston College and the Galveston Island community, and his warmth, humor, and life's work will endure in the community and in the many lives he touched throughout the years; and

**WHEREAS**, Regent Kelly's guidance and valuable service will help to maintain Galveston College as a beacon of light guiding lifelong learning.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Regents of the Galveston Community College District and the Galveston College President formally express highest admiration and respect for Regent Kelly with gratitude for his extraordinary leadership and 22 years of service as a Regent and his dedication to Galveston College; and,

**BE IT FURTHER RESOLVED** that this resolution be entered in the permanent minutes of the Board of Regents of the Galveston Community College District and a commemorative copy be given to his family as a token of esteem for valued service and commitment to this institution, its mission, and its students.

**PASSED, APPROVED, AND ADOPTED** this the 9<sup>th</sup> day of September, 2020.

**GALVESTON COMMUNITY COLLEGE DISTRICT**

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Karen F. Flowers  
Chairperson, Board of Regents

**ATTEST:**

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Michael B. Hughes  
Secretary, Board of Regents

(DISTRICT SEAL)