

**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 **Monday, April 18, 2022**, at 5:30 PM in Room M-220 Galveston College, 4015 Avenue Q, Galveston, Texas 77550.

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

- AGENDA -

- I. Call to Order Regular Meeting**
- II. Moment of Silence and Pledge of Allegiance
- III. Certification of Posting Notice of Regular Meeting
- IV. Recognition of Guests
- V. Consider Approval of Minutes from the Regular Meeting of March 9, 2022 4
(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 - March *(Mr. M. Jeff Engbrock)* 15
- VIII. Consideration of Consent Agenda 39
(The purpose of the consent agenda is to allow the Board to identify and approve action items which require no additional information or discussion and for which there is unanimous approval. Regents receive agenda materials in advance of the meeting to prepare for the business to be conducted.)
- IX. Action Items:
 - 1. Consider Acceptance of the Guaranteed Maximum Price Contract with Satterfield and Pontikes for the Construction of the Nursing and Health Science Center Building, and Authorizing the President to Sign All Documents, Including the Notice to Proceed 41
 - 2. Consider Approval of Agreement Between the University of Texas Medical Branch at Galveston and Galveston College to Provide Student Health and Counseling Services for the 2022-23 Academic Year 50
 - 3. Consider Approval of Instructional Agreements for Dual Credit/Early Admissions Enrollment Classes for Academic Year 2022-23 Including Addendums 64
 - A. Galveton Independent School District
 - B. O'Connell College Preparatory School
 - C. Odyssey Academy
 - D. Upward Hope Academy

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5. Consider Approval of Change Orders to Complete Air Conditioner Upgrades in the Northern Building	127
6. Consider Approval of Agreement with Lemons Auctioneers, LLC. to Provide Online Auction Services	134
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8. Consider Ratifying Acceptance of Increase in U.S. Department of Education 2021-22 Federal Grant Award-(Perkins) Career and Technical Education-Basic Grants	140
9. Consider Approval of Proposal for Installation of Central Air and Heat, and Electric Appliances at the 2215 38th Street Property	145
10. Consider Approval of Proposal to Purchase Welding Simulators and Related Equipment	146
11. Consider Approval of Proposal to Purchase Monitors for the Information Technology (IT) Department	147
12. Consider Approval of Proposal to Purchase Laptops for Inventory Replenishment	148
13. Consider Approval of Proposal to Purchase New Furniture for the Cosmetology Department	149
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15. Consider Approval of Proposal for Services to Support the CE Registration Software	151
16. Consider Approval of Proposal to Replace Two Roof Top Air-conditioning Units at the Applied Technology Center (ATC)	152
17. Consider Approval of Proposed 2022-23 Academic Calendar	153
X. Adjournment to Closed/Executive Session in Room M-202: The Board of Regents, as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, reserves the right to enter into a closed/executive session under the following provision of the Act: Section 551.072 - Deliberations about Real Property, to deliberate the purchase and value of real property to avoid any detrimental effect on the position of the College in negotiations with third parties.	
XI. Reconvene Regular Meeting (Open Meeting) in Room M-220	
1. Consider Reappointment of Full-time Faculty (Action item)	157
XII. Special Reports and Comments:	
1. Student Representative (<i>Mr. Alfonso Villalobos</i>)	
2. Faculty Representative (<i>Dr. Janene A. Davison</i>)	
3. President (<i>Dr. W. Myles Shelton</i>)	
4. Regents	
5. Chairperson (<i>Ms. Karen F. Flowers</i>)	
XIII. Adjournment	

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

W. Myles Shelton, Ed.D., President

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF REGENTS
GALVESTON COMMUNITY COLLEGE DISTRICT
4015 Avenue Q
Galveston, Texas 77550
Room M-220 – Moody Hall
March 9, 2022
5:30 p.m.**

At the Regular Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, March 9, 2022, in Room M-220 of Moody Hall, commencing at 5:30 p.m., the following Regents were present:

Ms. Karen F. Flowers, Chairperson
Mr. Fred D. Raschke, Vice Chairperson
Mr. Michael B. Hughes, Secretary
Mr. Armin Cantini
Mr. Raymond Lewis, Jr. (attended virtually and joined the meeting at 5:42 p.m.)
Ms. Mary R. Longoria
Ms. Rebecca Trout Unbehagen

Faculty and staff present included Dr. W. Myles Shelton, President, Ms. Carmen Allen, Ms. Veronica Atterberry, Dr. Conrad Breitbach, Mr. Ron Crumedy, Dr. Janene Davison, Mr. M. Jeff Engbrock, Ms. Breanne Lorefice, Dr. Cissy Matthews, Mr. Paul Mendoza, Dr. Van Patterson, Dr. Raj Rudrabhatla, and Mr. Alfonso Villalobos.

- I. CALL TO ORDER REGULAR MEETING:** Chairperson Flowers opened the Regular Meeting at 5:30 p.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE:** Ms. Flowers began with a moment of silence and asked Mr. Raschke to lead the Pledge of Allegiance.
- III. SPECIAL PRESENTATION HONORING MR. CARROLL SUNSERI:** Dr. Shelton presented a framed resolution and a photo of Mr. Sunseri to the Sunseri family.
- IV. CERTIFICATION OF POSTING NOTICE OF REGULAR MEETING:** Dr. Shelton confirmed that the notice of the Regular Meeting had been properly posted on March 4, 2022.
- V. RECOGNITION OF GUESTS:** Dr. Shelton recognized Ms. Carolyn Sunseri and Ms. Susan Walker as guests at the meeting. Dr. Shelton added that Ms. Carolyn Sunseri will be joining the Board of Regents in June, as she ran unopposed for the Special Election. Other guests and students at the meeting, included: Mr. M. Theron Waddell, Stephanie Little, Jandy Peña, Malihl Younes, Nazy Mahmaudizad, Cnghton Webb, Kerry Estis, Heberto Gutierrez, Alex Romero, Kyke Thornton, Zowie Allen, Jillian Fisher, Vanessa Cruz, and Ms. Andrea Sunseri.

VI. CONSIDER APPROVAL OF MINUTES FROM REGULAR MEETING OF FEBRUARY 16, 2022: A reading of the minutes was waived. Mr. Raschke moved to approve the minutes as published; Mr. Hughes seconded. The motion passed unanimously.

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

VIII. INFORMATIVE REPORTS:

1. Student Success Story: Dr. Shelton introduced this agenda item and Ms. Carmen Allen who presented on Senate Bill (SB) 25 Course Completion. Senate Bill 25 was passed in 2019 and was designed to facilitate transfer, academic progress, and timely graduation for students throughout the state of Texas. The Coordinating Board was asked to put together a report to monitor the effectiveness of these measures. The first report was released last month and covers FY 2020 and looks at three different groups of students. Students who transferred with no associate degree, those who transferred after they earned an associate degree, and those who earned an associate degree, but did not transfer.

Dr. Allen presented on the following information:

Three types of courses are evaluated for course completion; ACGM, which are academic and transfer courses, WECM, which are workforce and technical courses, and courses that are not ACGM or WECM. For students who have transferred with an associate degree, Galveston College students are performing on par with students throughout the state in all three course categories. Students are at about 90 percent of courses being completed. Academic Courses are greater in number than the other categories, as students come to the college and transfer without earning an associate's degree.

The second group evaluated are those students who transferred to a four-year institution after earning an associate degree. Galveston College students are performing at or above the same level that other students are state wide.

The third group, are students who received an associate degree at a two-year college but did not continue their education at a four-year institution. These are mostly technical and workforce students. Again, Galveston College students are doing very well compared to students state wide.

Ms. Allen concluded that the takeaways from this are that students are taking most of their courses from the ACGM. Galveston College students have a high percentage of course completion across course types for all three groups of students. Galveston College students are performing on par with other students across the state. These high course completion rates bode well for students when they are ready to transfer to a four-year institution.

2. Monthly Financial Reports – February: Mr. M. Jeff Engbrock, Comptroller/CFO, presented the financial reports for the month of February 2022. The February report was reviewed. With 50 percent of the year completed, income generated was \$19,524,245, or 77 percent of the fiscal year 2021-22 revenue budget compared to 80.6 percent last year. \$820,000-\$850,000 in tuition and fees is anticipated to be collected in the Summer. He reported that the estimates for tuition and fees is behind and is at 4.5 million of the 4.9-million-dollar budget. Local taxes are about one percent above last year. The most updated information from CAD was received March 8, and we are on track to make budget. Local revenue and interest is doing good and we will come close to hitting the revenue budget, it may be a little down due to tuition and fees. He reported that total expenses were \$11,183,621, or 44 percent of the expenditure budget, compared to 43 percent last year.

Mr. Raschke asked about the community service budget. Mr. Engbrock stated that is mostly the Continuing Education (CE) classes. Revenue is down for those classes based on if you sell the class or not. There are no full time faculty that teach those classes. Expenses are incurred only if you have the class.

IX. CONSENT AGENDA: Ms. Flowers proceeded with the Consent Agenda, and stated that item one will be removed from the agenda. Ms. Unbehagen moved to approve the Consent Agenda and Action Item Nos. 7, 8, 10, 11,12, 13, 14, 15, 16, 17, 18, and 21; Ms. Longoria seconded. The motion passed unanimously. A copy of the Consent Agenda is attached as **Exhibit A**.

X. ACTION ITEMS:

1. Consider Adoption of Resolution Approving the Early Voting and Election Day Entity Vote Center Polling Locations for the May 7, 2022 Special Election, Amending the Order of General and Special Elections, and Approving the Notice of Special Election: This item was removed from the agenda. It was originally included in the agenda because the agenda was prepared prior to the Special Election filing deadline. Since the candidate was unopposed, this item was not considered.
2. Presentation and Acceptance of Certificate of Unopposed Candidates for the General Election: Dr. Shelton presented the Certificate of Unopposed Candidates for the General Election for Board Positions 7, 8, and 9. Mr. Hughes moved to accept the Certificate of Unopposed Candidates. Ms. Longoria seconded the motion. Motion passed 7-0.
3. Consider Approval of Order of Cancellation for the May 7, 2022 General Election: Dr. Shelton presented the Order of Cancellation for the May 7, 2022 General Election for Board Positions 7, 8, and 9. Ms. Longoria moved to approve the Order of Cancellation for the May 7, 2022 General Election. Ms. Unbehagen seconded the motion. Motion passed 7-0.

Dr. Shelton recognized and welcomed Dr. Norm Hoffman who just joined the audience. Dr. Hoffman is a Regent Elect and will be joining the Board officially at

the June meeting. Dr. Shelton also recognized Regent Cantini who has been elected to serve another six-year term.

4. Presentation and Acceptance of Certificate of Unopposed Candidates for the Special Election: Dr. Shelton presented the Certificate of Unopposed Candidates for the Special Election. Mr. Raschke moved to accept the Certificate of Unopposed Candidates for the Special Election. Mr. Cantini seconded the motion. Motion passed 7-0.
5. Consider Approval of Order of Cancellation for the May 7, 2022 Special Election: Dr. Shelton presented the Order of Cancellation for the May 7, 2022 Special Election. Mr. Hughes moved to approve the Order of Cancellation for the May 7, 2022 Special Election. Mr. Cantini seconded the motion. Motion passed 7-0.

Dr. Shelton congratulated Ms. Carolyn Sunseri, Regent Elect.

Mr. Raschke asked Dr. Shelton how much money is saved by being able to cancel an election. Dr. Shelton responded that in round numbers it is about \$35,000.

6. Review and Consider Reaffirmation of Board Policy CAK Local (Appropriations and Revenue Sources: Investments) and Resolution: Dr. Shelton presented this item to the board. The College is required by the Public Funds Investment Act to review and confirm the investment policy. The current policy was reviewed and adopted last year, and there are no recommended changes this year. Dr. Shelton recommended confirmation of Policy CAK and adoption of the Resolution that confirms the policy, and that it meets the provisions of Chapter 2256 of the Texas Governing Code. Mr. Cantini moved to reaffirm the Board Policy. Ms. Unbehagen seconded the motion. Motion passed 7-0.
7. Consider Approval of Investment Firms: The Board unanimously approved the utilization of the following investment firms: Gilford Securities, Inc., Landenburg Thalmann & Company, LOGIC (Local Government Investment Cooperative), Lone Star Investment Pool, TexPool, Texas Ranger-formerly known as TexTerm, and Vanguard (Mutual Funds). This item was passed in the Consent Agenda.
8. Consider Acceptance of Fiscal Year 2021-22 Second Quarter Investment Report: The Board unanimously approved the Investment Report for the second quarter of fiscal year 2021-22 as presented. This item was passed in the Consent Agenda.
9. Consider Acceptance of Audit Services Engagement Letter from Carr, Riggs & Ingram, LLC: Dr. Shelton presented this item to the Board. Dr. Shelton stated that Carl, Riggs, and Ingram, LLC. (CRI) has performed the audit for Galveston College this past year. They have submitted an engagement letter for the period ending August 31, 2022 with an estimated fee of \$51,000, plus an additional single audit fee of \$8,500. The Single audit fee is primarily due to the HEERF funding. Dr. Shelton recommended that the Board engage CRI to do an audit. Mr. Raschke moved to accept the Audit Services Engagement Letter from Carr, Riggs & Ingram, LLC. Ms. Unbehagen seconded the motion. Motion passed 7-0.

Mr. Hughes asked how long CRI has worked for the Board. Dr. Shelton stated that they were reaffirmed in the RFP two years ago, but they have been doing the audit for a long time.

10. Consider Approval of One-Year Extension to Contract with Lagniappe Dining Services with Price Increase Proposal: The Board unanimously approved a one-year extension of the contract with Lagniappe Dining Services (Mr. C's) and acceptance of the contract per day, per student, meal charge of \$20.76. This item was passed in the Consent Agenda.
11. Consider Approval of Student Housing and Board Fees Effective June 1, 2022: The Board unanimously approved a change in Board fees to appropriately reflect the increase in the dining services contract and a change in the number of dining days from 80 to 83 each semester. This item was passed in the Consent Agenda.
12. Consider Approval of Increase in Tuition, Required Fees, Other Fees, Effective April 1, 2022: The Board unanimously approved an increase in tuition, required fees, and other fees effective April 1, 2022. This item was passed in the Consent Agenda.
13. Consider Approval of Course Fees for Academic Year 2022-23: The Board unanimously approved the recommended course fees with an effective date of April 1, 2022. This item was passed in the Consent Agenda.
14. Consider Approval of the Amended Interlocal Participation Agreement between Galveston College and the Texas Association of School Boards (TASB) Risk Management Fund: The Board unanimously approved the amended Interlocal Participation Agreement (IPA) between Galveston College and the TASB Risk Management Fund. The IPA is the foundational agreement by which eligible organizations join the Fund. The TASB Risk Management Fund currently provides coverage to Galveston College for unemployment claims, workers' compensation claims, all other perils property and contents claims (excluding named or numbered windstorms), and professional liability claims. The amended IPA will replace the College's current IPA with TASB. The amended IPA will be effective May 1, 2022. The IPA with TASB was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by the Board of Regents. This item was approved in the Consent Agenda.
15. Consider Approval of Proposal to Purchase Furniture for the IT Service Desk: The Board unanimously approved the proposal to purchase three (3) chairs and two (2) desk panels, including installation, from McCoy/Rockford (E&I Contract No. CNR01146). The total cost of this purchase is \$2,442.86. The source of funding is the Education and General Fund (11-51510-53150). This item was approved in the Consent Agenda.
16. Consider Approval of Proposal to Purchase 19 Laptop Computers with Docking Stations for Staff in Student Services: The Board unanimously approved the proposal to purchase 19 laptop computers and docking stations from Dell EMC (DIR Contract No. DIR-TSO-3763). The total cost of this purchase is \$40,376.33. The institution is requesting a refresh of the workstations used by staff in Student Services. They will utilize laptops with docking stations instead of the previously deployed standard All

in One (AiO) desktop workstations. In the event of an emergency, the laptops will allow staff to be able to operate remotely. The laptops will also be outfitted with integrated cameras and microphones that are necessary be able to attend online meetings and engage with others remotely. All of the mobile workstations come with a Dell Thunderbolt WD19TB Docking Station, a Dell Wireless Keyboard and Mouse, Dell Pro Slim Briefcase, and a Dell 24" Monitor, as well as a three-year warranty. The source of funding is the HEERF III Grant. This item was passed in the Consent Agenda.

17. Consider Approval of Proposal to Purchase Office Chairs for the Nursing Offices: The Board unanimously approved the proposal to purchase ten (10) office chairs to replace old and damaged furniture in the nursing offices. This purchase from McCoy Rockford, in the amount of \$7,505.10, is covered under the E&I Contract No. CN01146 and would be purchased with Education and General Fund (11-11420-53150). This item was passed in the Consent Agenda.
18. Consider Approval of Proposal to Purchase Office Furniture for the New Offices in the STEM Student Center under the NSF HSI-ITP Grant for Fiscal Year 2021-2022: The Board unanimously approved the proposal to purchase two (2) office desk hutches/shelving from McCoy Rockford (E&I Contract No. CN01146) to equip the two staff offices in the STEM Student Center (N-310). The total cost for this office furniture is \$1,335.56. Equipping of the office space for the STEM Student Center is an approved category in the NSF HSI-ITP grant (award no. 2122825). This item was passed in the Consent Agenda.
19. Consider Approval of Construction Manager At Risk (CMAR) Contract with Satterfield and Pontikes Construction, Inc., for the New Nursing Health Science Center Building: Dr. Shelton presented this item to the Board. The proposed contract has been reviewed by legal counsel and they have no concerns. This contract officially engages Satterfield and Pontikes to serve as Construction Manager and to allow them to go out and seek sub bids. The sub bids will come back to the board for approval and for confirmation of the guaranteed maximum price in April. If for some reason the guaranteed maximum price does not make sense, the Board has the right to amend or cancel the contract. Mr. Cantini moved to approve the Construction Manager At Risk (CMAR) Contract with Satterfield and Pontikes Construction, Inc. for the New Nursing Health Science Center Building. Mr. Hughes seconded the motion. Motion passed 7-0.
20. Consider Amending Fiscal Year 2021-22 Regular Board Meeting Date for April: Dr. Shelton presented this item to the Board and opened this item up for discussion. The April 13 board meeting was proposed to be moved to April 19; however, several scheduling conflicts have come up for April 19. Discussion was held on the need for a quorum of Board members to be present, for other members to be able to join virtually. Five members of the Board must be physically present. The Board decided to move the meeting to 5:30 p.m., Monday, April 18. Mr. Hughes made a motion to move the April Board meeting to 5:30 p.m., Monday, April 18. Mr. Raschke seconded the motion. Motion passed 7-0.
21. Consider Ratifying Appointment of Full-time Instructor: The Board unanimously ratified the appointment of Michael Savoie, HVAC Program Director, (12 month

tenure track), with an annual salary rate of \$71,369, effective February 7, 2022. This item was passed in the Consent Agenda.

XI. SPECIAL REPORTS AND COMMENTS:

1. Student Representative: Alfonso Villalobos, SGA President gave the monthly student activities report. Mr. Villalobos presented on what the SGA students have been doing this past month. This included participating in the Krewe of Aquarius Mardi Gras Parade and serving hot dogs and apple pies to start the season for softball. Mr. Villalobos added that the softball team swept their games this weekend, and the baseball team won three out of their four games.

Upcoming student events include:

- Galveston Hike for Hope, Suicide Awareness March 26 at 9 a.m.
- Gulf Coast Intercollegiate Consortium Academic Symposium 2022 on April 1.
- Singles Ping Pong Tournament on March 10.
- March Madness Sweet Sixteen Basketball Bracket Contest

Mr. Villalobos stated that Dr. Shelton mentioned student retention, and SGA wanted to figure out what they could do to ensure students stay and graduate from Galveston College. They have reached out to 60 business partners where students can get a 10-15 percent discount. This includes La Quinta Inn and Suites, Modern Nails, Razors Edge Barber Shop, Rice and Curry Indo-Pak Cuisine, Southern Spears Surf Shop, and Tony and Bros. towing and repair.

Mr. Villalobos also stated that they have two new members in SGA: Hector Rodriguez and Carlos Marcus.

2. Faculty Representative: Dr. Janene A. Davison, President of the Faculty Senate, introduced Dr. Raj Rudrabhatla, who presented an overview and update on the Life Sciences program. The presentation included an overview of the courses offered, Life Sciences Department faculty and staff, student enrollment and an overview of the Galveston County Science and Engineering Fair.

Dr. Rudrabhatla's presentation included the following information: Life Sciences courses offered include, General Biology I & II, Anatomy & Physiology I & II, Microbiology for Science majors, Nutrition and Diet therapy I, and Environmental Sciences I & II. These courses are offered in, online, hybrid, and traditional formats. The department includes three full time staff members, seven adjunct (including three dual credit instructors from Ball High School and Odyssey Academy) and one lab assistant. The student enrollment in the Life Sciences program has been consistent for the last five academic years. The Enrollment is over 600, the success rate is 80 percent and the student completion rate is 90 percent. Transfers to other universities was 19 students for the academic years 2017-202, and the number of students that earned their degree after transfer is 11. Dr. Rudrabhatla went on to discuss the Galveston County Science and Engineering Fair. This event was hosted by Galveston College, in partnership with Texas A&M, Galveston, University Texas Medical Branch at Galveston. Committee members included Anna Sanchez, Carol Langston, Sandi Smith, and

Dr. Rudrabhatla. 52 students registered in grades 6-12. There were 48 projects and 4 team members. Categories included: Behavioral & Social Sciences, Biochemistry & Microbiology, Botany, Computer Sciences, Earth & Space Sciences, Engineering, Environmental Sciences, Medicine & Health, and Physics. The schools that participated were Ball High School, Austin Middle School, Friendswood Jr. High School, Weis Middle School, Friendswood High School, and Clear Creek High School. Faculty and Researchers judged the projects. There were 55 judges and Galveston College's hospitality was very appreciated.

In conclusion, Dr. Rudrabhatla thanked, Dr. Shelton, Dr. Matthews, Dr. Patterson, the IT Department, Maintenance and Facilities Department, Athletics Department, and Faculty, Staff and student volunteers for their support and help.

3. President: Dr. Shelton informed the Board that the positivity rate for COVID in Galveston is two percent. He stated that the signs regarding masks have come down and the Plexiglas screens have been removed. In recruiting and enrollment, it is business back to normal. He asked the Board to review the green piece of paper with the calendar dates on it. Items discussed include:
 - Both softball and baseball have games over Spring Break
 - Softball will be at LSU and baseball will be at San Jacinto
 - The Thirty-Nine Steps theater production will be in-person.
 - Commencement will also be in- person at 6 p.m. on May 13, and the Nursing Pinning Ceremony will be at 2 p.m.
 - Dr. Shelton encouraged the Board Members to mark their calendars for the ACCT Leadership Conference that will be held October 26-29 in New York City.

Dr. Shelton informed the Board that Galveston College has a student that has been named to the 2022 All-USA Academic Team. He is one of 20 students across the nation, named to this team. This award will be given at the AACCC Meeting the first week in May.

Dr. Shelton concluded by stating that a Ground Breaking Ceremony would be held the last part of May, or the first part of June for the new Nursing and Health Sciences Center Building.

4. Regents: Ms. Flowers asked if any of the Regents had a report or comment to submit. There were no reports or comments from the Regents.
5. Chairperson: Ms. Flowers concluded the meeting by reminding everyone to smile and enjoy their Spring Break.

XII. ADJOURNMENT: There being no further business to come before the Board, the Regular Meeting adjourned at 6:23 p.m.

Michael B. Hughes, Secretary

APPROVED AS CORRECT:

Karen F. Flowers, Chairperson

Consideration of Consent Agenda

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

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

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

Tally of
Action Items:

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

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

Operating Fund
Revenue Summary Sheet
April 2022 Meeting
As of March 31, 2022 (58% of Year)

Source	Budgeted 2021/2022	Year-to-Date		
		Received (\$) 2021/2022	Received (%) 2021/2022	Received (%) 2020/2021
State Funds	\$4,799,136	\$2,519,556	52.5%	52.5%
Tuition and Fees	\$4,953,852	\$3,646,836	73.6%	99.1%
Local Taxes	\$15,461,791	\$14,181,708	91.7%	91.8%
Local Revenues	\$123,750	\$77,711	62.8%	22.6%
Total Revenue	\$25,338,529	\$20,425,811	80.6%	84.8%

Operating Fund
Expenditure Summary Sheet
April 2022 Meeting
As of March 31, 2022 (58% of Year)

Source	Budgeted 2021/2022	Year-to-Date		
		Expended (\$) 2021/2022	Expended (%) 2021/2022	Expended (%) 2020/2021
Instruction	\$8,528,541	\$4,065,595	47.7%	50.8%
Community Service	\$30,929	\$1,095	3.5%	11.7%
Academic Support	\$1,766,415	\$960,745	54.4%	52.7%
Student Services	\$2,430,074	\$1,296,449	53.4%	49.9%
Institutional Support	\$6,078,023	\$3,397,222	55.9%	50.3%
Staff Benefits	\$27,000	\$43,799	162.2%	82.4%
Operations/ Maintenance	\$3,149,588	\$1,726,390	54.8%	53.2%
Interfund Transfers (out)	\$3,327,959	\$1,566,222	47.1%	44.6%
Total Expenditures	\$25,338,529	\$13,057,517	51.5%	50.3%

GALVESTON COLLEGE
Fund 11 Education and General

	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Prior Year
	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Remaining	% Expended	2022	2022	% Expended	2021
March 31, 2022	2022	March	2022	2022	2022	2022	2022	2022	2022	2021
Revenue by State Classification										
State Funds	4,799,136	455,928	2,519,556	0	2,279,580	52.5%				52.5%
Tuition	2,727,422	6,318	1,929,680	0	797,742	70.8%				92.4%
Course Fees	2,792,257	13,810	2,103,091	0	689,166	75.3%				104.9%
Exemption/Waivers	(565,827)	(2,694)	(385,935)	0	(179,892)	68.2%				95.2%
Local Taxes	15,461,791	415,701	14,181,708	0	1,280,083	91.7%				91.8%
Local Revenue	119,750	10,322	77,282	0	42,468	64.5%				25.2%
Sales and Services	4,000	429	429	0	3,571	10.7%				0.0%
Total Revenue	25,338,529	899,814	20,425,811	0	4,912,718	80.6%				84.8%
Expenditures by State Classification										
instructions	8,535,062	621,373	4,065,595	63,856	4,405,611	47.6%				50.8%
Community Service	30,929	199	1,095	0	29,834	3.5%				12.4%
Academic Support	1,767,615	134,663	960,745	22,262	784,609	54.4%				52.4%
Student Services	2,433,792	181,114	1,296,449	241,277	896,066	53.3%				49.9%
institutional Support	6,051,284	488,178	3,397,222	345,617	2,308,445	56.1%				54.2%
Operations And Maintenances	3,164,888	160,432	1,726,390	743,856	694,642	54.5%				47.2%
Staff Benefits	27,000	0	43,799	0	(16,799)	162.2%				82.4%
Inter-Fund Appropriation	3,327,959	277,074	1,566,222	0	1,761,737	47.1%				44.6%
Expenditures Total	25,338,529	1,863,032	13,057,517	1,416,867	10,864,145	51.5%				50.3%
Expenditures by Type										
General Operating	3,143,163	117,667	1,584,443	226,877	1,331,842	50.4%				49.6%
Contracted Services	2,599,285	253,309	1,595,400	541,408	462,477	61.4%				51.7%
Travel	334,048	25,269	101,525	1,159	231,364	30.4%				16.2%
Equipment	582,962	45,597	358,415	49,224	175,323	61.5%				9.4%
Utilities	925,000	59,038	285,093	598,198	41,709	30.8%				29.8%
Faculty Full Time	4,318,977	325,780	2,227,572	0	2,091,405	51.6%				56.1%
Faculty Overloads/Adjunct	1,758,646	118,354	750,363	0	1,008,283	42.7%				47.1%
Stipends	398,696	31,926	218,640	0	180,056	54.8%				52.4%
Administrator Salaries	1,947,457	153,598	1,105,522	0	841,935	56.8%				55.6%
Professional Technical Salaries	2,035,533	153,650	1,126,292	0	909,241	55.3%				53.2%
Classified Salaries	2,121,043	173,426	1,211,500	0	909,543	57.1%				59.8%
Part-Time Salaries	436,941	29,238	199,919	0	237,022	45.8%				48.1%
Staff Benefits	1,408,819	99,106	726,611	0	682,208	51.6%				53.0%
Interfund Appropriations	3,327,959	277,074	1,566,222	0	1,761,737	47.1%				44.6%
Expenditures Total	25,338,529	1,863,032	13,057,517	1,416,867	10,864,145	51.5%				50.5%

GALVESTON COLLEGE
Fund 11 Education and General

0 (963,218) 7,368,295

Excess Rev/Exp

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

	Budget 2022	(MTD) Actual March	(YTD) Actual 2022	Actual Encumbrances 2022	Available 2022	% of Budget 2022
State Appropriation						
Academic/Technical	\$3,527,300	\$351,064	\$1,940,058	\$0	\$1,587,242	55.0%
Incentive	\$591,430	\$36,474	\$201,564	\$0	\$389,866	34.1%
Core	\$680,406	\$68,389	\$377,933	\$0	\$302,473	55.5%
Health Insurance	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$4,799,136	\$455,928	\$2,519,556	\$0	\$2,279,580	52.5%
Tuition						
In District Tuition	\$1,071,315	(\$810)	\$792,504	\$0	\$278,811	74.0%
Out of District Tuition	\$798,300	(\$864)	\$623,729	\$0	\$174,571	78.1%
Non Resident Tuition	\$365,500	\$0	\$313,628	\$0	\$51,873	85.8%
CE Workforce Training	\$175,790	\$1,640	\$75,830	\$0	\$99,960	43.1%
CE Workforce Info Tech	\$27,337	\$0	\$0	\$0	\$27,337	0.0%
CE Workforce Health Prof	\$242,380	\$4,896	\$101,086	\$0	\$141,294	41.7%
CE Leisure Learning	\$46,800	\$1,456	\$22,903	\$0	\$23,897	48.9%
CE Childrens Programs	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$2,727,422	\$6,318	\$1,929,680	\$0	\$797,742	70.8%
Course Fees						
Building Use Fee	\$1,172,457	(\$930)	\$852,587	\$0	\$319,870	72.7%
Student Service Fee	\$65,763	(\$54)	\$47,149	\$0	\$18,614	71.7%
General Service Fee	\$277,605	(\$200)	\$184,860	\$0	\$92,745	66.6%
Registration Fee	\$175,817	(\$120)	\$112,025	\$0	\$63,792	63.7%
Out of District Fee	\$451,245	(\$1,390)	\$361,458	\$0	\$89,787	80.1%
Course and Lab fees	\$294,680	\$0	\$217,146	\$0	\$77,534	73.7%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of March 2022

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2022	March	2022	2022	2022	2022	2022	2022	2022	2022
Distance Education fee	\$195,990	(\$469)	\$207,727	\$0	\$0	(\$11,737)		106.0%		
Distance Education fee N/R	\$16,180	\$0	\$5,290	\$0	\$0	\$10,890		32.7%		
Testing Fees	\$21,800	\$3,295	\$19,296	\$0	\$0	\$2,504		88.5%		
Testing Fees GED	\$4,500	\$0	\$0	\$0	\$0	\$4,500		0.0%		
Testing Fees-Contract	\$6,650	\$13,578	\$14,078	\$0	\$0	(\$7,428)		211.7%		
Late Registration Fees	\$4,000	\$0	\$6,088	\$0	\$0	(\$2,088)		152.2%		
Schedule Change Fees	\$1,720	\$0	\$1,800	\$0	\$0	(\$80)		104.7%		
Student Health\Insurance Fees	\$70,850	\$100	\$39,696	\$0	\$0	\$31,154		56.0%		
SurCharge 3peat > 27 Dev hrs	\$33,000	\$0	\$33,891	\$0	\$0	(\$891)		102.7%		
Other fees	\$0	\$0	\$0	\$0	\$0	\$0		NaN		
Total	\$2,792,257	\$13,810	\$2,103,091	\$0	\$0	\$689,166		75.3%		
Exemption/Waivers										
Competitive Waiver	(\$31,501)	\$0	(\$12,458)	\$0	\$0	(\$19,044)		39.5%		
Foster Care	(\$19,660)	\$0	(\$14,546)	\$0	\$0	(\$5,114)		74.0%		
Hazelwood Waiver Credit	(\$18,437)	(\$704)	(\$11,687)	\$0	\$0	(\$6,750)		63.4%		
Hazelwood Dependant	(\$32,103)	(\$1,990)	(\$17,643)	\$0	\$0	(\$14,460)		55.0%		
Concurrent Enrollment	(\$463)	\$0	\$0	\$0	\$0	(\$463)		0.0%		
Blind	(\$4,169)	\$0	(\$2,201)	\$0	\$0	(\$1,968)		52.8%		
Fireman	(\$5,559)	\$0	(\$12,474)	\$0	\$0	\$6,915		224.4%		
Police	(\$1,390)	\$0	\$0	\$0	\$0	(\$1,390)		0.0%		
TEC 54.052	(\$86,165)	\$0	(\$79,166)	\$0	\$0	(\$6,999)		91.9%		
Military Waiver	(\$11,118)	\$0	(\$5,918)	\$0	\$0	(\$5,201)		53.2%		
GISD Dual Credit	(\$352,482)	\$0	(\$226,792)	\$0	\$0	(\$125,690)		64.3%		
Other	(\$2,780)	\$0	(\$3,053)	\$0	\$0	\$273		109.8%		

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

Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
2022	March	2022	2022	2022	2022
\$25,338,529	\$899,814	\$20,425,811	\$0	\$4,912,718	\$1
Total Revenue					

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

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2022	March	2022	2022	2022	2022
Exp by State Classification						
Instructional						
Welding	\$322,299	\$27,125	\$169,069	\$5,077	\$148,153	52.5%
Biology	\$355,353	\$27,403	\$161,382	\$0	\$193,971	45.4%
Biotechnology	\$0	\$0	\$0	\$0	\$0	NaN
Chemistry	\$211,653	\$14,371	\$100,331	\$0	\$111,322	47.4%
Env Science	\$94,312	\$3,545	\$26,206	\$0	\$68,106	27.8%
Physics	\$135,658	\$8,485	\$51,959	\$0	\$83,699	38.3%
Accounting	\$76,781	\$3,859	\$34,302	\$0	\$42,479	44.7%
Accounting Tech	\$0	\$0	\$0	\$0	\$0	NaN
Business Admin	\$15,109	\$64	\$2,678	\$0	\$12,431	17.7%
Hosp/Tourism	\$0	\$0	\$0	\$0	\$0	NaN
Medical Office Admin	\$188,978	\$16,607	\$118,486	\$208	\$70,284	62.7%
Logistics Op	\$99,500	\$6,969	\$48,487	\$0	\$51,013	48.7%
Med Off Admin	\$0	\$0	\$0	\$0	\$0	NaN
Sm Bus Manage	\$0	\$0	\$0	\$0	\$0	NaN
Office Tech	\$0	\$0	\$0	\$0	\$0	NaN
Paralegal	\$0	\$0	\$0	\$0	\$0	NaN
Speech	\$116,312	\$8,669	\$54,841	\$0	\$61,471	47.1%
Comp. Science	\$113,999	\$3,747	\$18,663	\$0	\$95,336	16.4%
Comp. Tech.	\$126,684	\$6,633	\$48,480	\$0	\$78,204	38.3%
Culinary Arts	\$152,982	\$11,070	\$76,144	\$3,468	\$73,370	49.8%
Cosmetology	\$206,832	\$22,649	\$119,432	\$6,355	\$81,045	57.7%
Engineering	\$77,943	\$0	\$27,468	\$0	\$50,475	35.2%

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

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2022	March	2022	2022	2022	2022	2022	2022	2022	2022
Develop-Read	\$105,325	\$7,652	\$49,897	\$0	\$0	\$55,428	47.4%			
Develop-Write	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Develop-Other	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Education	\$9,607	\$995	\$6,675	\$0	\$0	\$2,932	69.5%			
English	\$270,959	\$17,782	\$141,565	\$0	\$0	\$129,394	52.2%			
Humanities	\$23,292	\$1,465	\$12,614	\$0	\$0	\$10,678	54.2%			
Philosophy	\$9,452	\$575	\$5,749	\$0	\$0	\$3,704	60.8%			
Foreign Lang-SPAN	\$17,356	\$1,166	\$5,972	\$0	\$0	\$11,384	34.4%			
Nursing-RN	\$951,369	\$54,853	\$356,762	\$7,997	\$586,610	37.5%				
Nursing Admin	\$173,566	\$13,870	\$96,594	\$300	\$76,672	55.7%				
Allied Health	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Clinical Research	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Emer Med Serv	\$332,650	\$20,160	\$138,836	\$3,970	\$189,843	41.7%				
Imaging-CT	\$143,305	\$9,407	\$66,264	\$0	\$77,041	46.2%				
Imaging-MRI	\$133,687	\$11,650	\$72,683	\$0	\$61,004	54.4%				
Imaging-Mam	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Imaging-Nuclear	\$149,006	\$10,448	\$79,883	\$73	\$69,051	53.6%				
Imaging-Rad Thy	\$169,848	\$13,809	\$97,578	\$814	\$71,456	57.4%				
Imaging-Rad Tch	\$326,931	\$38,726	\$192,968	\$3	\$133,960	59.0%				
Ophthalmic Asst	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Pharmacy Tech	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Phlebotomy Tech	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Sonography	\$164,833	\$11,348	\$84,359	\$0	\$80,474	51.2%				
Surgical Tech	\$145,803	\$8,962	\$64,015	\$0	\$81,788	43.9%				

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

	Budget		(MTD) Actual		(YTD) Actual		Encumbrances		Available		% of Budget	
	2022	March	2022	March	2022	March	2022	March	2022	March	2022	March
Nursing-LVN	\$199,166	\$18,639	\$126,640	\$0	\$0	\$0	\$0	\$0	\$72,526	\$0	63.6%	
Develop-Math	\$268,748	\$17,633	\$135,014	\$0	\$0	\$0	\$0	\$0	\$133,734	\$0	50.2%	
Mathematics	\$335,918	\$28,348	\$193,017	\$0	\$0	\$0	\$0	\$0	\$142,901	\$0	57.5%	
Auto Tech	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	NaN	
HVAC Tech	\$111,803	\$7,966	\$54,761	\$1,472	\$1,472	\$0	\$0	\$0	\$55,570	\$0	49.0%	
Industrial Sys	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	NaN	
Electrical and Electronics	\$126,839	\$9,205	\$71,432	\$802	\$802	\$0	\$0	\$0	\$54,605	\$0	56.3%	
Instrumentation	\$118,667	\$8,332	\$59,161	\$1,000	\$1,000	\$0	\$0	\$0	\$58,506	\$0	49.9%	
Fitness Center	\$118,406	\$8,638	\$52,874	\$1,260	\$1,260	\$0	\$0	\$0	\$64,272	\$0	44.7%	
Physical Ed.	\$113,126	\$8,914	\$58,117	\$0	\$0	\$0	\$0	\$0	\$55,009	\$0	51.4%	
CJ-Academic	\$95,913	\$7,346	\$51,419	\$728	\$728	\$0	\$0	\$0	\$43,766	\$0	53.6%	
CJ-Law Enforce	\$135,677	\$9,670	\$60,232	\$0	\$0	\$0	\$0	\$0	\$75,445	\$0	44.4%	
Economics	\$59,089	\$5,034	\$33,065	\$0	\$0	\$0	\$0	\$0	\$26,024	\$0	56.0%	
Government/PS	\$129,123	\$10,192	\$62,510	\$0	\$0	\$0	\$0	\$0	\$66,613	\$0	48.4%	
History/Geog.	\$128,591	\$8,854	\$64,199	\$0	\$0	\$0	\$0	\$0	\$64,392	\$0	49.9%	
Psychology	\$108,602	\$8,072	\$38,628	\$0	\$0	\$0	\$0	\$0	\$69,974	\$0	35.6%	
Sociology	\$51,586	\$3,795	\$21,691	\$0	\$0	\$0	\$0	\$0	\$29,895	\$0	42.0%	
Art	\$151,536	\$14,725	\$97,603	\$1,364	\$1,364	\$0	\$0	\$0	\$52,569	\$0	64.4%	
Digital Imaging	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	NaN	
Drama / Theater	\$141,575	\$8,971	\$63,061	\$2,538	\$2,538	\$0	\$0	\$0	\$75,976	\$0	44.5%	
Music	\$35,678	\$2,552	\$20,890	\$0	\$0	\$0	\$0	\$0	\$14,788	\$0	58.6%	
Medical Bachelors	\$197,299	\$15,840	\$109,853	\$0	\$0	\$0	\$0	\$0	\$87,446	\$0	55.7%	
Nursing BSN	\$104,422	\$10,847	\$42,117	\$722	\$722	\$0	\$0	\$0	\$61,583	\$0	40.3%	
Accreditation	\$8,200	\$0	\$550	\$0	\$0	\$0	\$0	\$0	\$7,650	\$0	6.7%	

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

	Budget 2022	(MTD) Actual March	(YTD) Actual 2022	Actual 2022	Encumbrances 2022	Available 2022	% of Budget 2022
Accreditation QEP	\$0	\$0	\$0	\$0	\$0	\$0	NaN
ATD	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Faculty Dev.	\$83,080	\$7,933	\$26,132	\$0	\$0	\$56,948	31.5%
Lecture Series	\$6,600	\$0	\$805	\$0	\$0	\$5,795	12.2%
CE-Workforce	\$98,349	\$3,126	\$18,559	\$15,698	\$0	\$64,092	18.9%
CE Cisco	\$14,074	\$0	\$0	\$0	\$0	\$14,074	0.0%
CE Allied Health	\$171,611	\$12,676	\$72,926	\$10,007	\$0	\$88,678	42.5%
Total Instructional	\$8,535,062	\$621,373	\$4,065,595	\$63,856	\$0	\$4,405,611	48%
Instructional Donations	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Community Services							
CE Leisure Learning	\$30,929	\$199	\$1,095	\$0	\$0	\$29,834	3.5%
CE Children Programs	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Total Community Service	\$30,929	\$199	\$1,095	\$0	\$0	\$29,834	3.5%
Academic Support							
Vice President of Instruction	\$271,258	\$21,816	\$152,324	\$195	\$0	\$118,739	56.2%
Arts & Sciences Administration	\$67,093	\$5,359	\$37,860	\$300	\$0	\$28,933	56.4%
Tech\Professional Ed. Administration	\$215,184	\$16,086	\$128,020	\$814	\$0	\$86,350	59.5%
Adult & Continuing Ed. Administration	\$238,118	\$17,498	\$125,364	\$1,681	\$0	\$111,073	52.6%
Distance Education Administration	\$161,607	\$14,702	\$94,708	\$0	\$0	\$66,899	58.6%
Hamshire - Fannett Administration	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Grants Development	\$76,745	\$5,931	\$32,605	\$74	\$0	\$44,066	42.5%
Library & Learning Resources	\$382,261	\$28,632	\$224,094	\$18,306	\$0	\$139,861	58.6%

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

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2022	March	2022	2022	2022	2022
Media Services	\$50,788	\$4,999	\$30,176	\$893	\$19,719	59.4%
Student Success Center (Tutoring)	\$156,066	\$11,298	\$71,129	\$0	\$84,937	45.6%
Testing Center	\$148,495	\$8,340	\$64,464	\$0	\$84,031	43.4%
Total For Academic Support	\$1,767,615	\$134,663	\$960,745	\$22,262	\$784,609	54.4%
Student Services						
Vice President of Student Services	\$322,781	\$23,378	\$172,136	\$5,804	\$144,840	53.3%
Admissions\Records	\$495,091	\$38,619	\$284,062	\$590	\$210,440	57.4%
Campus Security	\$599,229	\$44,717	\$297,446	\$234,883	\$66,900	49.6%
Counseling	\$609,407	\$42,310	\$308,262	\$0	\$301,145	50.6%
Financial Aid	\$339,193	\$26,201	\$193,074	\$0	\$146,119	56.9%
Student Activities	\$68,091	\$5,890	\$41,470	\$0	\$26,621	60.9%
Phi Theta Kappa	\$0	\$0	\$0	\$0	\$0	NaN
Total For Student Services	\$2,433,792	\$181,114	\$1,296,449	\$241,277	\$896,066	53.3%
Institutional Support						
Board of Regents	\$93,656	\$459	\$10,440	\$443	\$82,774	11.1%
President	\$557,364	\$33,815	\$236,036	\$250	\$321,078	42.3%
General Institutional Expenses	\$558,967	\$6,606	\$149,218	\$550	\$409,199	26.7%
Vice President for Administration	\$195,552	\$15,558	\$109,967	\$296	\$85,289	56.2%
Business Services	\$775,821	\$45,104	\$425,225	\$13,880	\$336,717	54.8%
Human Resources & Risk Mgmt.	\$465,840	\$32,620	\$272,645	\$24,869	\$168,326	58.5%
Professional Development	\$8,500	\$912	\$4,649	\$351	\$3,500	54.7%
Purchasing	\$82,936	\$7,253	\$49,958	\$524	\$32,454	60.2%
Research and Planning	\$224,254	\$15,709	\$140,333	\$500	\$83,421	62.6%

Galveston College

Fund 11 Detail Rev\Exp

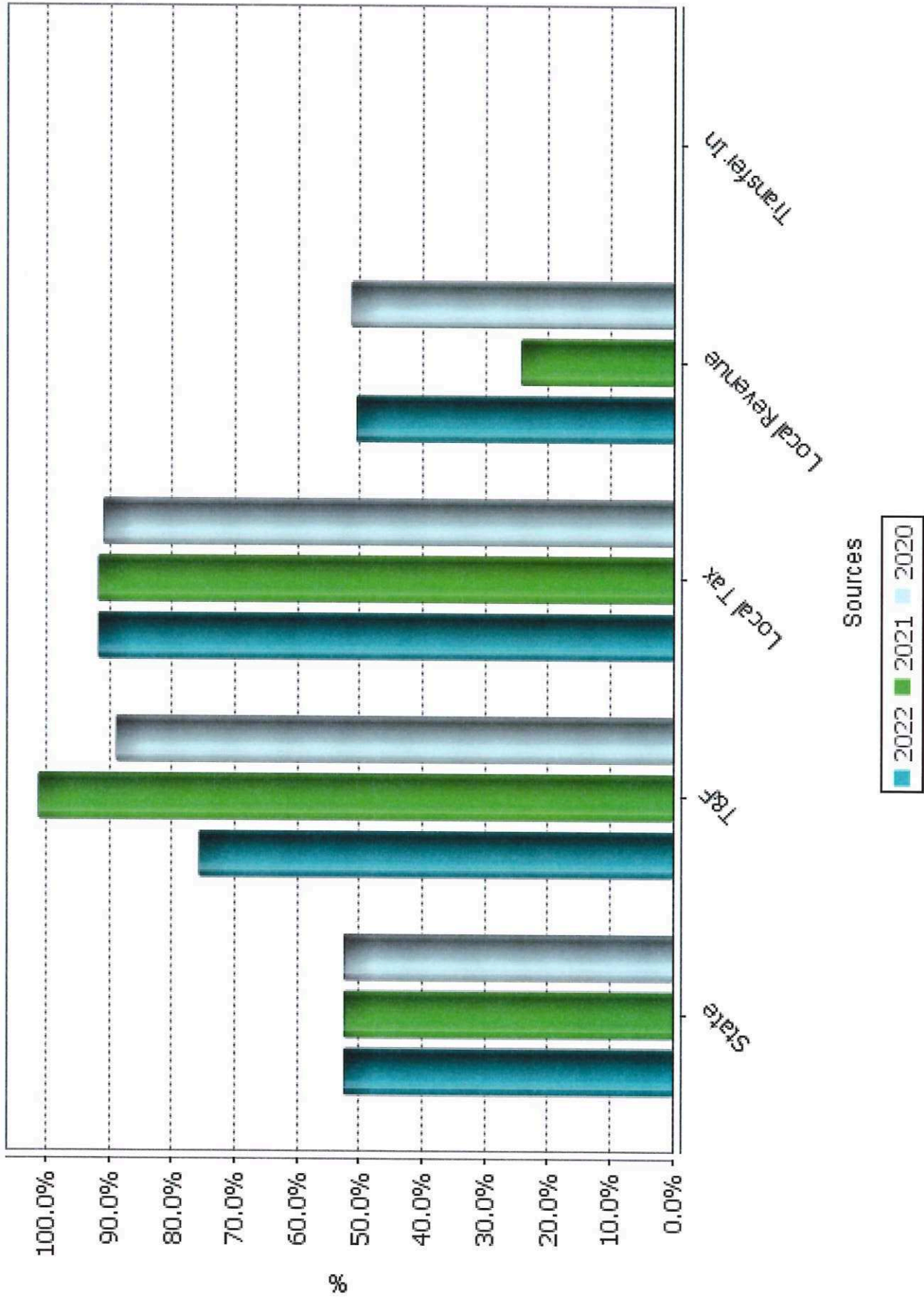
as of the end of March 2022

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2022	March	2022	2022	2022	2022
Information Technology	\$1,868,135	\$198,561	\$1,303,685	\$197,764	\$366,686	69.8%
Communications	\$247,577	\$72,904	\$142,812	\$44,805	\$59,960	57.7%
Vice Pres. Community Engagement	\$0	\$0	\$0	\$0	\$0	NaN
Development	\$259,080	\$18,227	\$143,740	\$5,258	\$110,082	55.5%
GC Foundation	\$67,148	\$4,530	\$32,103	\$92	\$34,953	47.8%
Marketing & Media	\$646,454	\$35,920	\$376,413	\$56,034	\$214,006	58.2%
Total for Institutional Support	\$6,051,284	\$488,178	\$3,397,222	\$345,617	\$2,308,445	56.1%
Staff Benefits						
Staff Benefits - State Eligible	\$27,000	\$0	\$43,588	\$0	(\$16,588)	161.4%
Staff Benefits - Non-State Eligible	\$0	\$0	\$0	\$0	\$0	NaN
Staff Benefits - Retirees	\$0	\$0	\$211	\$0	(\$211)	Infinity
Total For Staff Benefits	\$27,000	\$0	\$43,799	\$0	(\$16,799)	162.2%
Operations and Maintenance						
Plant Administration	\$729,768	\$16,323	\$564,792	\$333	\$164,643	77.4%
Building Maintenance	\$969,490	\$54,808	\$553,787	\$155,244	\$260,459	57.1%
Custodial Services	\$526,430	\$34,370	\$278,769	\$11,683	\$235,978	53.0%
Custodial Services Tech Center	\$0	\$0	\$0	\$0	\$0	NaN
Grounds Maintenance	\$70,500	\$0	\$30,436	\$23,133	\$16,932	43.2%
Grounds Maintenance Tech Centre	\$0	\$0	\$0	\$0	\$0	NaN
Transportation	\$38,700	\$149	\$22,014	\$70	\$16,616	56.9%
Utilities	\$725,000	\$52,774	\$257,338	\$467,647	\$15	35.5%
Utilities Tech Center	\$105,000	\$2,008	\$19,255	\$85,745	\$0	18.3%
Total for Operations and M...	\$3,164,888	\$160,432	\$1,726,390	\$743,856	\$694,642	54.5%

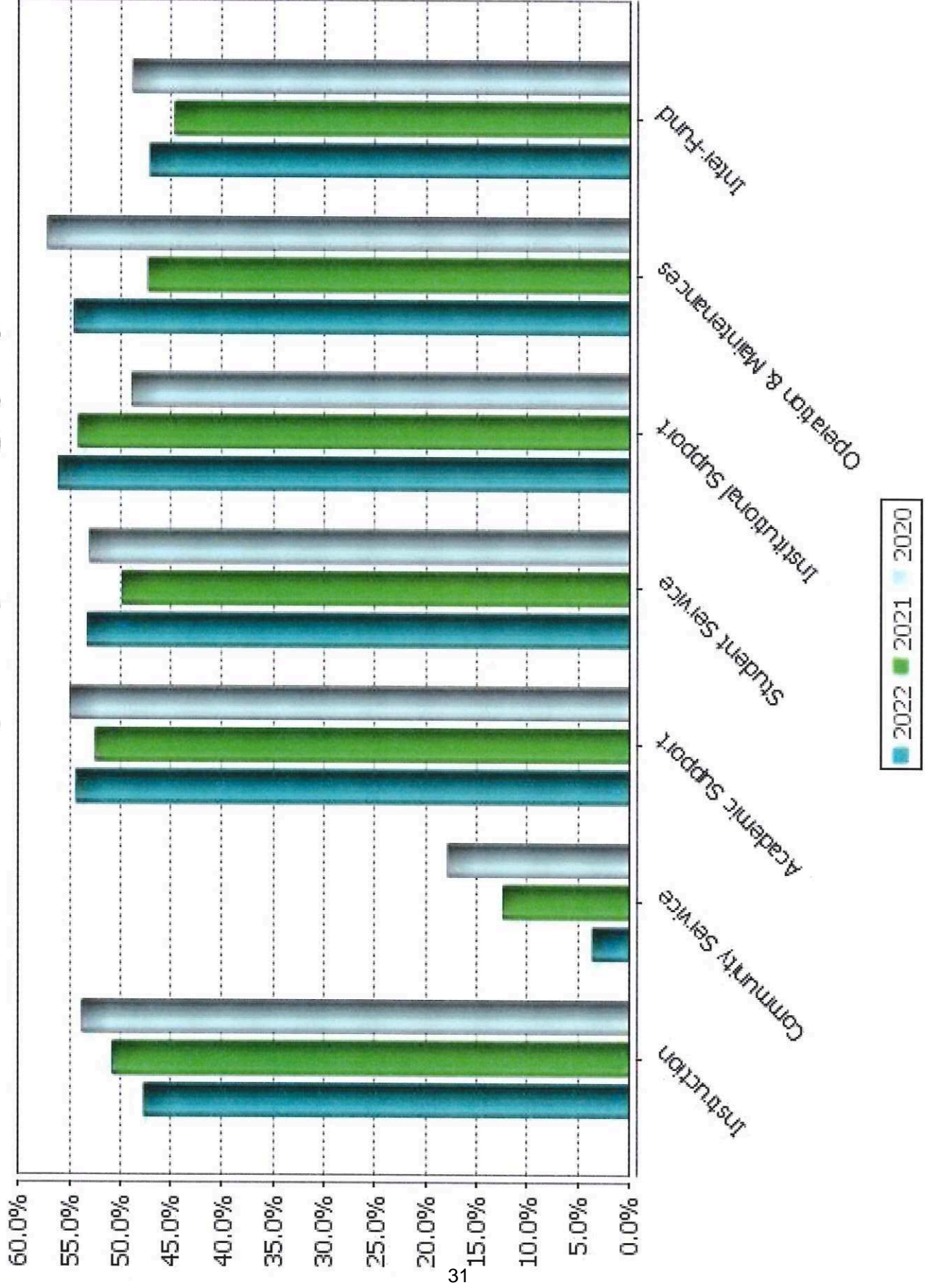
Galveston College
Fund 11 Detail Rev\Exp
as of the end of March 2022

	Budget	(MTD) Actual	(YTD) Actual	Actual	Encumbrances	Available	% of Budget
	2022	March	2022	2022	2022	2022	2022
Inter-fund Appropriations							
Transfers to Auxiliary	\$496,484	\$72,578	\$72,578	\$0	\$0	\$423,906	14.6%
Transfers to Student Activity Fund	\$65,763	(\$54)	\$47,149	\$0	\$0	\$18,614	71.7%
Transfer to State Eligible Ben	\$1,430,959	\$104,549	\$653,333	\$0	\$0	\$777,626	45.7%
Transfers to State Grants & Aid	\$134,753	\$0	\$93,161	\$0	\$0	\$41,592	69.1%
Transfers to Bond Revenue	\$1,200,000	\$100,000	\$700,000	\$0	\$0	\$500,000	58.3%
Transfer to Construction	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Capital Project	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Fixed Assets	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Total Inter-fund Appropriations	\$3,327,959	\$277,074	\$1,566,222	\$0	\$0	\$1,761,737	47.1%
20							
Expenditures Totals	\$25,338,529	\$1,863,032	\$13,057,517	\$1,416,867	\$10,864,145	\$10,864,145	51.5%

3 Year Revenue by Percentage (YTD)



Three Year Expense by Percentage (TYD)



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

March 31, 2022	Current year		Current ...		Current ...		Current year		Current year	
	Budget	(MTD) Actual	March	(YTD) Act...	Encumbr...	2022	Remaining	% Expended	2022	% Expended
	2022		2022		2022		2022		2022	
Revenue by State Classification										
Interfund Appropriations	\$496,484	\$72,578		\$72,578	\$0		\$423,906		15%	
Bookstore Commission	\$45,000	\$0		\$12,284	\$0		\$32,716		27%	
Student housing	\$343,995	\$775		\$323,275	\$0		\$20,720		94%	
Food Service	\$384,795	(\$2,774)		\$379,602	\$0		\$5,193		99%	
Special Event	\$0	\$0		\$0	\$0		\$0		NaN	
Sales and Services	\$186,460	\$4,978		\$76,486	\$0		\$109,974		41%	
Total Revenue	\$1,456,734	\$75,557		\$864,226	\$0		\$592,508		59%	

Expenditures by Department

Bookstore(retiree)	0	0		0	0		\$0		NaN	
Student Housing	17,290	556		8,131	0		\$9,159		47%	
Food Service	316,412	37,721		241,253	0		\$75,159		76%	
Print Shop	132,500	7,743		55,453	41,033		\$36,014		42%	
Special Event	0	0		0	0		\$0		NaN	
Athletics General	87,236	4,971		44,708	997		\$41,531		51%	
Baseball	390,447	21,366		263,347	3,395		\$123,705		67%	
Softball	320,461	19,692		210,068	3,476		\$106,916		66%	
General Institutional	192,388	454		42,165	15,064		\$135,159		22%	
Expenditures Total	1,456,734	92,503		865,125	63,964.40		\$527,644		59%	

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

Expenditures by Type									
General Operating	224,618	4,594	67,566	25,987	131,064.92	30%			
Contracted Services	445,589	51,296	299,534	31,175	114,879.89	67%			
Travel	69,100	11,146	32,951	0	36,149.09	48%			
Equipment	54,511	1,779	24,584	6,802	23,124.72	45%			
Special Event	0	0	0	0	0.00	NaN			
Transfer to Scholars...	25,000	0	0	0	25,000.00	0%			
Scholarships	362,980	2,011	305,289	0	57,691.47	84%			
Salaries & Stipends	210,621	17,181	105,668	0	104,952.51	50%			
Staff Benefits	64,315	4,496	29,533	0	34,781.57	46%			
Expenditures Total	1,456,734	92,503	865,125	63,964.40	527,644.17	59%			

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

March 31, 2022	Current year		Current year		Current ...		Current year		Current year	
	Budget	(MTD) Actual	March	(YTD) Act...	Encumbr...	2022	Remaining	2022	% Expended	2022
Revenue by State Classification										
Interfund Appropriations	\$65,763	(\$54)	\$47,149	\$0	\$0	\$18,614	72%			
Fund Balance Transfer	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Total Revenue	\$65,763	(\$54)	\$47,149	\$0	\$0	\$18,614	72%			
Expenditures by Department										
Student Activities	39,363	3,106	6,874	3,345		\$29,144	17%			
Student Government	23,800	0	4,656	839		\$18,305	20%			
Phi Theta Kappa	2,600	0	98	0		\$2,502	4%			
Expenditures Total	65,763	3,106	11,628	4,184		\$49,951	18%			
Expenditures by Type										
General Operating	38,263	2,615	11,063	4,184		23,017	29%			
Contracted Services	0	0	0	0		0	0%			
Travel	17,500	0	75	0		17,425	0%			
Equipment	0	0	0	0		0	NaN			
Scholarships	0	0	0	0		0				
Salaries & Stipends	10,000	490	490	0		9,510				
Staff Benefits	0	0	0	0		0				
Expenditures Total	65,763	3,106	11,628	4,184		49,951	18%			

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

March 31, 2022

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

Fund 71

Future Expansion Real Estate

Revenue

Fund Balance Transfer

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

Total Revenue

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

Expenditures

Softball Field and Parking Construction

525,000 0 0 0 0 525,000

Parking Archt & Engr fees

25,000 9,400 20,960 0 0 4,040

landscaping

250,000 0 63,372 4,538 182,091

landscaping Archt & Engr fees

25,000 0 0 0 0 25,000

band\Building Purchase

300,000 2,000 342,083 0 0 (42,083)

Expenditures Total

1,125,000 11,400 426,414 4,538 0 694,048

Nursing Health Science Building

Revenue

Bond Proceeds

30,000,000 831,518 831,518 0 0 29,168,482

Total Revenue

30,000,000 831,518 831,518 0 0 29,168,482

Expenditures

Contingency-Owner

1,981,000 0 0 0 0 1,981,000

Equipment- Capital

1,600,000 0 0 0 0 1,600,000

Facility Construction

24,000,000 0 0 0 0 24,000,000

Archt and Engr Fees

2,419,000 103,236 831,518 0 0 1,587,482

Expenditures Total

30,000,000 103,236 831,518 0 0 29,168,482

Fund Revenue Total

31,125,000 831,518 831,518 0 0 30,293,482

Fund Expenditures Total

31,125,000 114,636 1,257,932 4,538 0 29,862,531

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

	Current year Budget (MTD) Actual 2022	Current year Actual March	Current year (YTD) Actual 2022	Current year Encumbrances 2022	Current year Remaining 2022
March 31, 2022		716,882	(426,414)	(4,538)	
Fund 71 total					

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

March 31, 2022

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

Capital Projects Fund 72

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

IT/Media

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

GALVESTON COLLEGE
Fund 11 Education and General

	Current year Budget 2022	Current year (MTD) Actual March	Current year (YTD) Actual 2022	Current year Encumbrances 2022	Current year Remaining 2022	Current ... % Expended 2022	Prior Year % Expended 2021
March 31, 2022							
fund 51 Revenue- Bond							
proceeds\Revenue							
Bond Proceeds-Construction Gross *	31,800,000		32,094,677				
Interest income-Bond	0	2,926	3,415				
Expenses							
Professional Services-Bond-Exp	300,000	0	282,769	0	17,231	100.9%	
Transfers to Construction Exp	30,000,000	831,518	831,518	0	29,168,482	2.8%	
Transfers to Bond Reserve (N/A)	1,800,000	0	0	0	1,800,000		
Bond Funds Available			\$30,983,805				
Fund 51 Revenue-Bond Payment							
Revenue							
Transfer from E&G	1,200,000	100,000	700,000	0	500,000	58.3%	
Expenses							
Transfer to Interest and sinking	900,000	(55,076)	156,747	0	743,253	17.4%	
fund 52 Bond Intrest and Sinking Fund							
Transfer from Bond Revenue Fd 51	900,000	(55,076)	156,747	0	743,253	17.4%	
Total Fund Revenue	900,000	(55,076)	156,747	0	743,253	17.4%	
Expenses							
Bond Redemption Principal	439,000	0	0	0	439,000	0.0%	
Bond Redemption Intrest	460,000	156,747	156,747	0	303,253	34.1%	
Professional Services	1,000	0	0	0	1,000	0.0%	
Expenditures Total	900,000	156,747	156,747	0	743,253	17.4%	
fund 53 Bond Reserve							
Bond Proceeds-Establish Bond Reserve **	1,800,000	171	1,860,439	0			
Total Fund	1,800,000	171	1,860,439	0			

* Bond Funds Received for Construction

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

Consideration of Consent Agenda

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

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

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

Tally of
Action Items:

	<u>Consent Agenda</u>	<u>President Recommended Separate Action</u>	<u>Board Separate Action</u>	<u>Page #</u>
#1 – Consider Acceptance of the Guaranteed Maximum Price Contract with Satterfield and Pontikes for the Construction of the Nursing and Health Science Center Building, and Authorizing the President to Sign All Documents, Including the Notice to Proceed	_____	_____ ✓ _____	_____	47
#2 – Consider Approval of Agreement Between the University of Texas Medical Branch at Galveston and Galveston College to Provide Student Health and Counseling Services for the 2022-23 Academic Year	_____	_____	_____	56
#3 – Consider Approval of Instructional Agreements for Dual Credit / Early Admissions Enrollment Classes for Academic Year 2022-23 Including Addendums	_____	_____ ✓ _____	_____	70
#4 – Consider Approval of Proposal for the Operations and Management of the Galveston College Bookstore and Authorize the President to Execute a Contract	_____	_____ ✓ _____	_____	125
#5 – Consider Approval of Change Orders to Complete Air Conditioner Upgrades in the Northen Building	_____	_____	_____	127
#6 - Consider Approval of Agreement with Lemons Auctioneers, LLC. to Provide Online Auction Services	_____	_____	_____	134
#7 – Consider Approval of Proposal for Charter Transportation Services	_____	_____ ✓ _____	_____	139
#8 – Consider Ratifying Acceptance of Increase in U.S. Department of Education 2021-22 Federal Grant Award- (Perkins) Career and Technical Education-Basic Grants	_____	_____	_____	140
#9 – Consider Approval of Proposal for Installation of Central Air and Heat, and Electric Appliances at the 2215 38th Street Property	_____	_____	_____	145

#10 – Consider Approval of Proposal to Purchase Welding Simulators and Related Equipment	_____	_____	_____	<u>146</u>
#11 – Consider Approval of Proposal to Purchase Monitors for the Information Technology (IT) Department	_____	_____	_____	<u>147</u>
#12 -Consider Approval of Proposal to Purchase Laptops for Inventory Replenishment	_____	_____	_____	<u>148</u>
#13 -Consider Approval of Proposal to Purchase New Furniture for the Cosmetology Department	_____	_____	_____	<u>149</u>
#14 -Consider Approval of Proposal to Purchase Office Chairs for the Athletic Offices	_____	_____	_____	<u>150</u>
#15 -Consider Approval of Proposal for Services to Support the CE Registration Software	_____	_____	_____	<u>151</u>
#16 -Consider Approval of Proposal to Replace Two Roof Top Air-conditioning Units at the Applied Technology Center (ATC)	_____	_____	_____	<u>152</u>
#17 -Consider Approval of Proposed 2022-23 Academic Calendar	_____	_____	_____	<u>153</u>
#18 -Consider Reappointment of Full-time Faculty	_____	_____	_____	<u>157</u>

Consider Acceptance of the Guaranteed Maximum Price Contract with Satterfield and Pontikes for the Construction of the Nursing and Health Science Center Building, and Authorizing the President to Sign All Documents, Including the Notice to Proceed

Staff is requesting Board approval of the Guaranteed Maximum Price Contract with Satterfield and Pontikes Construction, Inc., 11750 Katy Freeway, Suite 500, Houston, TX 77079, for the new Nursing Health Science Center Building. Approval of this item will authorize the College President to sign all documents, including the Notice to Proceed.



AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 19th day of April in the year 2022, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of March in the year 2021 (the "Agreement")

for the following **PROJECT:**

Galveston College Nursing Health Sciences Building
4015 Avenue Q
Galveston, Texas 77550

THE OWNER:

Galveston College
4015 Avenue Q
Galveston, Texas 77550

THE CONSTRUCTION MANAGER:

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

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty-Seven Million One Hundred Ninety Thousand Three Hundred Dollars and NO/100 (\$ 27,190,300.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories,

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Paragraphs deleted)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of this Agreement through no fault of the Contractor, the Contract Time and Sum shall be equitably adjusted by Change Order in accordance with the procedures of this Agreement. A change in the price of an item of material, equipment or energy will be considered significant when the price of an item increases 10% between the date of this Agreement and the date on which the material is purchased by the Contractor. The Contractor shall bear the burden of proving the prices on the date of this Agreement and the date on which the material is purchased by the Contractor. The Contractor shall also bear the burden of proving that the price increase did not result from Contractor's delay in ordering the material, equipment, or energy.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

(Table deleted)

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Table deleted)(Paragraph deleted)

§ A.1.1.6

(Paragraphs deleted)

Not Used

(Table deleted)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date set forth in a written notice to proceed issued by the Owner (expected to be May 2, 2022).

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire

(Paragraphs deleted)

Work not later than four hundred and fifty-five (455) calendar days from the date of commencement of the Work.

§ A.2.3.2

(Paragraphs deleted)

Not Used

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 Not Used

(Table deleted)

§ A.3.1.2

(Paragraphs deleted)

Init.

Not Used
(Table deleted)

§ A.3.1.3
(Paragraphs deleted)

Not Used
§ A.3.1.4
(Paragraphs deleted)

Not Used

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Paragraph deleted)

Item	Price
Owner Contingency	\$745,270.00
Design Contingency	\$124,212.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

Exhibit A - Assumptions & Clarifications dated April 13, 2022 [3 pages]

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(Paragraph deleted)

- Exhibit B - GMP Summary dated April 13, 2022 [1 page]
- Exhibit C - Contract Document Log dated April 13, 2022 [13 pages]
- Exhibit D – Cost Savings Proposals dated April 13, 2022 [2 pages]

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Additions and Deletions Report for AIA[®] Document A133[™] – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:13:17 ET on 04/13/2022.

PAGE 1

This Amendment dated the 19th day of April in the year ~~2022~~, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the ~~day of~~ ~~in the year~~ (the "Agreement")

(In words, indicate day, month, and year.) 10th day of March in the year 2021 (the "Agreement")

...

(Name and address or location)

Galveston College Nursing Health Sciences Building
4015 Avenue Q
Galveston, Texas 77550

...

(Name, legal status, and address)

Galveston College
4015 Avenue Q
Galveston, Texas 77550

...

(Name, legal status, and address)

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

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty-Seven Million One Hundred Ninety Thousand Three Hundred Dollars and NO/100 (\$ 27,190,300.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

(Provide itemized statement below or reference an attachment.)

...

§ A.1.1.5 In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of this Agreement through no fault of the Contractor, the Contract Time and Sum shall be equitably adjusted by Change Order in accordance with the procedures of this Agreement. A change in the price of an item of material, equipment or energy will be considered significant when the price of an item increases 10% between the date of this Agreement and the date on which the material is purchased by the Contractor. The Contractor shall bear the burden of proving the prices on the date of this Agreement and the date on which the material is purchased by the Contractor. The Contractor shall also bear the burden of proving that the price increase did not result from Contractor's delay in ordering the material, equipment, or energy.

...

Item

Price

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Not Used

Item

Units and Limitations

Price per Unit (\$0.00)

...

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment, be the date set forth in a written notice to proceed issued by the Owner (expected to be May 2, 2022).

...

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than (Work not later than four hundred and fifty-five (455) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Used	
...	

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Used			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
Not Used			

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
Not Used		

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
Other identifying information: Not Used		

Other identifying information: Not Used
PAGE 3
(Identify each allowance.)

...		
Owner Contingency	\$745,270.00	
Design Contingency	\$124,212.00	
...		

(Identify each assumption and clarification.)

Exhibit A - Assumptions & Clarifications dated April 13, 2022 [3 pages]

...

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit B - GMP Summary dated April 13, 2022 [1 page]

Exhibit C - Contract Document Log dated April 13, 2022 [13 pages]

Exhibit D - Cost Savings Proposals dated April 13, 2022 [2 pages]

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:13:17 ET on 04/13/2022 under Order No. 0813692223 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Consider Approval of Agreement Between
The University of Texas Medical Branch at Galveston and Galveston College to
Provide Student Health and Counseling Services for the 2022-23 Academic Year

Staff is requesting the Board's approval of the following agreement between The University of Texas Medical Branch at Galveston (UTMB) and Galveston College to provide student health and counseling services for the 2022-23 academic year. This agreement provides services to students who are enrolled in the Galveston College health occupations programs according to Attachment A of the agreement. The term of this agreement is September 1, 2022, through August 31, 2023. UTMB has not requested an increase from the current cost for this service of \$100 per semester per student including the summer semester. The UTMB charge to the College for these services is recovered through a student fee. With approval, the Board authorizes the College President to execute this agreement.

AGREEMENT

This Agreement is made by and between THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON, an institution of The University of Texas System and an agency of the State of Texas, on behalf of its Student Health and Counseling (hereinafter referred to as "UTMB"), and GALVESTON COLLEGE (hereinafter referred to as "COLLEGE").

WITNESSETH:

WHEREAS, it is the intent of COLLEGE to provide health and counseling services to its students currently enrolled in a health occupation program at Galveston College per Attachment A (herein referred to as "Students" or "Student"); and

WHEREAS, UTMB agrees to assist COLLEGE in providing medical and counseling services described below to students through UTMB's Student Health and Counseling that is available to perform the medical and counseling services in the manner described herein;

THEREFORE, in consideration of the mutual benefits to be derived here from, both parties agree to the following:

I. UTMB'S RESPONSIBILITIES

1.1 For students enrolled in eligible programs as detailed in Attachment A, attached hereto and incorporated by reference, which may be amended from time to time as agreed between the parties, and included on certified class rolls provided by the

COLLEGE, UTMB will provide COLLEGE students access to the UTMB Student Health and Counseling services that provides primary care, evaluation and treatment of episodic illness, wellness visits, family planning, initial evaluation of occupational exposures and appropriate follow up per UTMB Healthcare Epidemiology Policy for Blood Borne Pathogens, Policy 1.02, and counseling during regularly scheduled clinic hours.

Psychiatric services are excluded. Clinic visits in Student Health and Counseling will be free to Students, however, all students enrolled in the College's Occupational Health programs detailed on Attachment A, attached, must pay the required fee as outlined in this agreement and will be eligible for services at UTMB Student Health and Counseling clinic. Any service provided outside the Student Health and Counseling clinic visit, will be the financial responsibility of the Student. All costs incurred by Students for medications, vaccines, x-rays diagnostic tests will also be the financial responsibility of the Student.

Students who sustain an injury or illness, including a needlestick injury or other blood or body fluid exposure, during the educational experience period of the Student should follow Student Health and Counseling's protocols for treatment. All other health care costs, including UTMB Emergency Department will be the financial responsibility of the Student and are not

covered by this Agreement.

1.2 UTMB will review the immunization records of each occupational health Student.

1.3 UTMB will provide COLLEGE with a separate compilation of the occupational health Students who have and have not submitted required health information and proof of immunization.

1.4 After COLLEGE'S pre-admission immunization requirements have been met by occupational health Students, UTMB will make available periodic PPD skin tests for students who require them. UTMB will also provide Students the same access to vaccinations provided to UTMB students.

1.5 Students who have medical insurance are required to provide documentation of such medical insurance at the time of clinic visit. Clinic visits are free of charge and not billed to medical insurance. The insurance will be billed accordingly for any additional services. In the event the student does not have medical insurance, the Student Health and Counseling Fee Schedule will be offered for limited laboratory tests. Labs for matriculation requirements, such as titers, will be a fee for service charge from the UTMB Student Health and Counseling Fee Schedule. Payment for the fee for service schedule will be collected at the time of service.

II. RESPONSIBILITIES OF COLLEGE

2.1 COLLEGE will distribute to occupational health Students the UTMB Student Health and Counseling "incoming student packet" and any other materials necessary for provision of services by UTMB as defined in this Agreement.

2.2 Each semester no later than September 15, 2022 for the fall semester, January 15, 2023 for the spring semester, and June 15, 2023 for the summer semester, COLLEGE will provide UTMB with certified copies of class rolls of Students enrolled in programs that are included on Attachment A of this agreement If students begin a program that does not start with a traditional semester, COLLEGE shall provide additional certified class rolls within five business days of the start of class.

III. COMPENSATION

3.1 COLLEGE agrees to compensate UTMB for the services rendered to Students under the terms and conditions of this Agreement at a rate of ONE HUNDRED DOLLARS (\$100.00) per semester per Student including the summer semester. Coverage will be for 16 weeks, commencing at either the beginning of a covered semester, or the start of classes if a program does not commence at the start of a covered semester. All coverage will cease at the end of the covered semester. Billing will be based upon the certified copies of the class rolls of Students provided to UTMB by the COLLEGE as detailed above. COLLEGE

agrees to pay UTMB upon receipt of UTMB's itemized invoice setting out the number of Students for which COLLEGE has been charged.

IV. MUTUAL AGREEMENTS

4.1 Indemnification -

4.1.1 To the extent authorized by the Constitution and laws of the State of Texas, COLLEGE agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of COLLEGE or the acts or omissions of others under COLLEGE's supervision or control.

4.1.2 To the extent authorized by the Constitution and laws of the State of Texas, UTMB agrees to hold COLLEGE and its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, except for attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or acts or omissions of others under UTMB's supervision or control.

4.2 Insurance -

4.2.1 UTMB represents and warrants to COLLEGE that UTMB shall maintain in full force and effect, during the term of this Agreement, professional liability insurance coverage for faculty physicians of UTMB through a plan of self-insurance known as the University of Texas System Medical Malpractice Self-Insurance Plan.

4.2.2 As an agency of the State of Texas, liability for the tortuous conduct of all other agents and employees of UTMB, including house staff, is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

4.3 Force Majeure - Neither UTMB nor COLLEGE shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB or COLLEGE and which by the exercise of due diligence UTMB or COLLEGE is unable, wholly or in part, to prevent or overcome.

4.4 Entire Agreement - This Agreement constitutes the entire agreement between UTMB and COLLEGE. No agreements, amendments, modifications, implied or otherwise, shall be

binding on any of the parties unless set forth in writing and signed by both parties.

4.5 Amendments - This Agreement may be amended when set forth in writing and signed by both parties to the Agreement.

4.6 Governing Law - UTMB and COLLEGE agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

4.7 Severability - If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.8 Nondiscrimination - UTMB and COLLEGE agree that in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, religion, age, disability, national origin, or veteran status and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and

executive orders as applicable.

4.9 Notice - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

UTMB:

Chief Business and Finance Officer
The University of Texas Medical Branch
at Galveston
301 University Blvd, Route 0128
Galveston, TX 77555-0128

All payments shall be made to UTMB in the following manner:

The University of Texas Medical Branch
Office of Sponsored Programs
Dept. #750
P. O. Box 660120
Dallas, TX 75266-0120

COLLEGE: Jeff Engbrock
Director of Business Services
Galveston College
4015 Avenue Q
Galveston, TX 77550

4.10 Termination - Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of such intent to terminate.

4.11 Waiver - The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.

4.12 Compliance - UTMB and COLLEGE shall at all times

comply with all applicable ordinances, laws, rules and regulations of local, state, and federal governments, or any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to COLLEGE.

4.13 Dispute Resolution. In the event of a dispute arising under this agreement, the dispute resolution process provided for in Chapter 2260 of the *Texas Government Code* shall be used by the parties to attempt to resolve the dispute. Contractor must give written notice to UTMB of a claim for breach of this Agreement not later than the 180th day after the date of the event giving rise to the claim. By execution of this Agreement, Contractor acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement by UTMB, nor the conduct, action, or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of UTMB's or the state's immunity from suit.

4.14 Headings - Headings have been included in this Agreement for convenience only and shall not effect the interpretation of any terms found herein.

4.15 Independent Contractor - UTMB is an independent

contractor and nothing herein contained shall constitute or designate UTMB or any of its employees or agents as agents and employees of COLLEGE.

4.16 HIPAA. To the extent either party comes into contact with information considered Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy Regulations), the parties agree to keep private and to secure any information considered IIHI or PHI in accordance with the federal law.

The parties agree to only use and disclose PHI as required to perform the services outlined in this Agreement. Neither party will use or further disclose PHI other than as permitted under this Agreement and both parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both parties agree to promptly notify the other of any use or disclosure of PHI not provided for in this Agreement. Both parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both parties understand that either party may terminate this Agreement immediately if the other party's actions are not successful in remedying the breach and the non-

breaching party may report the problem to the Secretary of Health and Human Services. Both parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement.

Both parties agree to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. Both parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the other party available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining the other party's compliance with the HIPAA Privacy Regulations. After the parties have completed working with or using PHI provided by the other party, both parties agree to continue to protect the PHI from wrongful uses and disclosures.

4.17 Effective Dates - This Agreement shall be effective from September 1, 2022, through August 31, 2023, unless sooner terminated as provided herein.

EXECUTED this _____ day of _____, 2022.

GALVESTON COLLEGE

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

W. Myles Shelton, Ed.D.
President

C. Aaron LeMay, CPA, JD, MSED
Interim, Chief Business and
Finance Officer
VP, Financial Accounting &
Reporting

Date: _____

Date: _____

Content Reviewed: _____

William Scott Boeh
Assistant Vice President
University Services &
Registrar

Date: _____

Attachment A

Health Occupations students include:

- Nursing
 - ADN
 - LVN
 - Transitional LVN

Allied Health

Radiography Technologist

Surgical Technologist

Certificate Program/Continuing Education
Phlebotomy

Consider Approval of Instructional Agreements for
Dual Credit / Early Admissions Enrollment Classes for
Academic Year 2022-23 Including Addendums

Staff is seeking Board approval of the following agreements between Galveston College and:

- A. Galveston Independent School District
- B. O’Connell College Preparatory School
- C. Odyssey Academy
- D. Upward Hope Academy

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

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

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

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

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

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

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

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

I. PURPOSE

Galveston College and the Galveston Independent School District support and believe in a partnership that will provide opportunities for qualified high school students to participate in early admission classes, to participate in dual credit classes, and to participated 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 District. Further, the College and the School District agree that it is the responsibility of the College to grant college credit, and it is the responsibility of the School District to grant high school credit.

II. DUAL CREDIT PROGRAM GOALS

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

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

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

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

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

III. STUDENT ELIGIBILITY REQUIREMENTS

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

1. A high school student who seeks to enroll in an academic course(s), a transfer course(s), or courses leading to an Associate Degree may be admitted if the student:
 - a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of an assessment instrument approved by the Texas Higher Education Coordinating Board (THECB), or
 - b. Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative.
2. A high school student is also eligible to enroll in dual credit courses under the following conditions:
 - a. The student achieves score of 480 on evidenced-based reading and writing (EBRW) and 530 on mathematics (no combined score is required) on the SAT.
 - b. The student achieves a composite score of 23 on the ACT with a 19 or higher in mathematics and English.
 - c. The student achieves a 950+ OR 949 and below with Diagnostic 6 on the Math portion of the TSI assessment as well as a 945+ and Essay score of 5+ OR 944 and less with a Diagnostic 5+ and Essay 5+ on the ELAR portion of the TSI assessment.
 - d. The student achieves on the STAAR end-of-course (EOC) exams a minimum score of 4000 on the English II end of course exam and a minimum score of 4000 on the Algebra I end of course exam with successful completion of high school Algebra II.
 - e. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of any other assessment instrument approved by the THECB.
3. A high school student is eligible to enroll in workforce education dual credit or concurrent enrollment classes if the student demonstrates that he or she has achieved the minimum high school-level competencies in the areas of Mathematics and/or English/Language Arts as required for entry into the workforce program.
 - a. A student may enroll only in those workforce-education dual credit courses for which the student has demonstrated eligibility.
 - b. A student who is exempt from taking an exit-level test may be otherwise evaluated by the College to determine eligibility for enrolling in a workforce-education dual credit course(s).

4. A student who has been enrolled in a non-traditional program of study (i.e., a home school or a non-accredited high school) and who is now enrolled within the School 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 certain emergencies 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's Foundation High School Program, Foundation with Endorsement or Foundation with Endorsement Distinguished Level's graduation requirements, and the high school is otherwise unable to offer such a course;
 - b. If the course involved is limited to dual credit students and College Board Advanced Placement students; or,
 - c. If the course is a career and technology/college workforce course and high school credit-only students are able to earn articulated college credit.
3. Students must be registered for college credit by the official census date for the dual credit course; otherwise, the student will not be considered a dual credit student and will not be awarded college credit for the course.
4. It is the responsibility of the high school to certify to the College that these requirements have been met, and it is the responsibility of the College to verify that classes are taught in compliance with this section. Further, should it be determined that this section has been violated, at the sole discretion of the College, the College may deny credit to any

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

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

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

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

VI. ELIGIBLE COURSES

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

2. Remedial and developmental courses may not be offered for concurrent course credit and are not eligible courses under this agreement.
3. Approved courses being taught for Dual Credit (academic or technical) and/or Early Admission credit, courses which result in college-level credit, must follow the College syllabus. It is the responsibility of the School 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. Textbooks purchases, aside from those made by grants, scholarships and other financial aid, will be made by the student and/or guardian.
5. Courses which result in college-level credit will follow the standard grading practices of the College, as identified in College policy and as set forth in the appropriate course syllabus. Whereas, the College uses a letter grade and the ISD requires a numeric grade, faculty teaching dual credit courses will report a letter grade as required by College policy and as outlined in the syllabus to the College, and will report a numeric grade to the ISD. The ISD is responsible for recording the numeric grade in accordance with their established policies and guidelines.
6. The College and Galveston Independent School District agree to provide quality online learning experiences for all Dual Credit students. As online instructional needs arise, the College and GISD will collaborate on ways to ensure that all Dual Credit students are

provided the means to succeed.

7. Faculty, who are responsible for teaching dual credit and/or early admission enrollment classes, are responsible for keeping appropriate records, certifying census day class rolls at the beginning of the semester, providing interim reports, certifying final grade reports at the end of the semester, certifying attendance, and providing other reports and information as may be required by the College and/or the School District. Faculty and appropriate College Dual Credit staff will communicate how students can view their grades; utilize college communication tools such as e-mail as well as manage FERPA expectations.

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. Galveston Independent School District agrees to work with the College to provide an appropriate and accessible registration process and agrees to assist students in the completion of the admission and registration forms. The School 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 Galveston Independent School District agree to work together to plan and to try to schedule early admission and/or concurrent enrollment classes a semester in advance of offering the course(s).
3. Learning Resources
 - a. The College agrees to grant to the students of the School 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. Galveston Independent 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 Galveston Independent 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, Galveston College, and online.
- b. Galveston College agrees to charge the standard tuition and fees, excluding out-of-district and non-resident fees, unless noted otherwise in Addendum A, as approved by the Galveston College Board of Regents and as published in the Galveston College Catalog. The Galveston College Board of Regents reserves the right to change the policies and procedures of the College, without notice, including tuition and fees, in accordance with the cost of instruction and state laws.
- c. Galveston Independent School District agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
- d. Galveston College and the School 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. Student must clear any changes with High School Counselor. Students who drop prior to the official college census date will not receive a college grade of any kind; tuition and fees will be refunded in accordance with the College approved refund schedule.
- c. A student may withdraw from a course with a grade of "W" any time after the census date for the semester and on or before the end of the 12th week of a long semester or on or before the last day to drop a class of a term as designated in the college calendar. Students attending class on or off campus may initiate a withdrawal through the Counseling Center at Galveston College or in a manner prescribed by the Registrar's Office. A student who discontinues class attendance and does not officially drop the course on or before the last day to drop a course will receive a performance grade for the course.
- d. Students who officially withdraw from the College shall have their tuition and mandatory fees refunded according to the official refund policy schedule. Tuition and fees paid directly to Galveston College by the School 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 Galveston Independent School District. If so approved, the Agreement shall be for the **2022-2023** academic year.

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

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

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

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

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

Approved by the Galveston Independent School District Board of Trustees, executed by the Galveston Independent School District, and signed by its Superintendent.

By _____ Date _____
Dr. Jerry Gibson, Superintendent

ADDENDUM A

- I. Galveston College will waive all tuition and required fees for eligible students taking dual credit English Composition (ENGL 1301 and ENGL 1302) and United States History (HIST 1301, HIST 1302, HIST 2311 and HIST 2312) classes at Ball High School. For these classes, the class composition shall be 100 percent dual credit students.
- II. Students who are enrolled in other dual credit classes (other than English composition or U.S. History) located at Ball High School, shall pay \$50 per semester hour (\$150 per 3 semester hour course or \$200 per 4 semester hour course). All regular required fees shall be waived not including special course fees such as insurance, student health insurance and exam fees.
- III. 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.
- IV. Galveston College agrees to waive the minimum registration requirements of six (6) credit hours for dual credit students taking classes at the high school, at Galveston College and online.
- V. 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.
- VI. Galveston ISD shall pay to Galveston College an amount equal to the amount that would have been spent for 2022-2023 salary and benefits for the high school English and History teachers who have taught the dual credit English and History classes at Ball High School. Galveston College will invoice the District on a quarterly basis. Payment is due 30 days following receipt of the invoice.
- VII. Galveston College shall use the designated funds to hire two (2) full-time College faculty to teach dual credit English composition and U.S. History classes at Ball High School.
- VIII. In accordance with current rules and guidelines, required college textbooks and materials shall be furnished to the student enrolled in dual credit classes at BHS at no charge by the School District.

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 Galveston Independent School District Board of Trustees, executed by the Galveston Independent School District, and signed by its Superintendent.

By _____ Date _____
Dr. Jerry Gibson, Superintendent

EXHIBIT A

Course Equivalency Crosswalk of Dual Credit Courses and High School Classes

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

Students who successful complete these college credit courses:				Will get high school credit for these classes:
ACGM or WECM	Course Number	Galveston College Course Name	College Credit	High School TEKS Course
ACGM	HIST 2311	Western Civilization I	3	Western Civilization
ACGM	HIST 2312	Western Civilization II	3	
ACGM	MATH 1314	College Algebra	3	Math Elective
ACGM	MATH 2312	Pre-calculus	3	
ACGM	MATH 2413	Calculus I	4	Advanced Math Elective
ACGM	MATH 2414	Calculus II	4	
ACGM	MUSI 1306	Music Appreciation	3	Fine Arts Elective
ACGM	PSYC 2301	General Psychology	3	Psychology
ACGM	SOCI 1301	Introductory Sociology	3	Sociology
ACGM	SPCH 1315	Public Speaking	3	Public Speech
ACGM	SPCH 1321	Business and Professional Communications	3	Business Communications
WECM	CHEF 2302	Saucier	3	Culinary Arts
WECM	PSTR 1301	Fundamental of Baking	3	
WECM	CHEF 1302	Principles of Healthy Cuisine	3	Advanced Culinary Arts
WECM	IFWA 1217	Food Production and Culinary Math	2	
WECM	CSME 1410	Intro to Hair Cutting	4	Intro to Cosmetology
WECM	CSME 1501	Orientation to Cosmetology	5	
WECM	CSME 1354	Artistry of Hair Design	3	Cosmetology I
WECM	CSME 1543	Manicuring and Related Theory	5	
WECM	CSME 1453	Chemical Reformation	4	Cosmetology II
WECM	CSME 2401	Principles of Hair Coloring	4	
WECM	CSME 1547	Principles of Skin Care	5	Practicum in Human Services
WECM	CSME 2541	Prep for State Licensing Exam	5	
WECM	EMSP 1501	EMT - Basic	5	Practicum in Health Science
WECM	EMSP 1160	Clinical - EMT-Basic	1	
WECM	HAMG 1313	Front Office Management	3	Hospitality
WECM	HAMG 1324	Hospitality HR Management	3	
WECM	HAMG 2188	Internship- Hospitality HR Management	1	
WECM	HAMG 2305	Hospitality Management and Leadership	3	
WECM	HAMG 2189	Internship- Hospitality Mgmt and Leadership	1	

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

**INSTRUCTIONAL AGREEMENT
FOR DUAL CREDIT/EARLY ADMISSIONS ENROLLMENT CLASSES
BETWEEN
GALVESTON COLLEGE
AND THE
O'CONNELL COLLEGE PREPARATORY SCHOOL
ACADEMIC YEAR: 2022-2023**

This agreement, made and entered into, by and between Galveston College, a Texas political subdivision of higher education (referred to herein as the "College," the "College District," or "Galveston College"), and O'Connell College Preparatory School, a Texas private preparatory school (referred to herein as the "School"), evidences the following:

I. PURPOSE

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

II. DUAL CREDIT PROGRAM GOALS

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

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

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

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

Goal 4: Dual Credit courses offered will be of the highest academic quality and offer a rigorous

post-secondary curriculum that will be sufficient enough to ensure student success in all other post-secondary courses taken.

III. STUDENT ELIGIBILITY REQUIREMENTS

Students enrolled at O'Connell College Preparatory School may be eligible to participate in dual credit/early admission classes at Galveston College based of the following conditions:

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

2. A high school student is also eligible to enroll in dual credit courses under the following conditions:
 - a. The student achieves score of 480 on evidenced-based reading and writing (EBRW) and 530 on mathematics (no combined score is required).
 - b. The student achieves a composite score of 23 on the ACT with a 19 or higher in mathematics and English;
 - c. The student achieves a 950+ OR 949 and below with Diagnostic 6 on the Math portion of the TSI assessment as well as a 945+ and Essay score of 5+ OR 944 and less with a Diagnostic 5+ and Essay 5+ on the ELAR portion of the TSI assessment.
 - d. The student achieves on the STAAR end-of-course (EOC) exams a minimum score of 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 to certify to the College that these requirements have been met, and it is the responsibility of the College to verify that classes are taught in compliance with this section. Further, should it be determined that this section has been violated, at the sole discretion of the College, the College may deny credit to any single student and/or all students who participated in an unapproved mixed class.
5. Early Admissions/Dual Credit classes regardless of location will follow an approved College calendar.

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

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

VI. ELIGIBLE COURSES

1. Academic courses offered for Dual Credit must be identified as a college-level academic course in the current edition of the Community College General Academic Course Guide Manual (ACGM) and must be simultaneously identified by the College as a course that has been included in the College's core curriculum, or foreign language course, or state approved FOSC or POSC. Courses offered as Early Admission courses and taken at the College's main campus must be identified as a college-level academic course in the current edition of the ACGM and may or may not be included in the College's core curriculum. College-level technical courses offered by the College must be included in an approved Associate of Applied Science (AAS) Degree, or certificate program.
2. Remedial and developmental courses may not be offered for concurrent course credit and are not eligible courses under this agreement.
3. Approved courses being taught for Dual Credit (academic or technical) and/or Early Admission credit, courses which result in college-level credit, must follow the College syllabus. It is the responsibility of the School to work with the College to align the high

school curriculum with the college course syllabus.

4. A course equivalency crosswalk of dual credit courses and high school classes are included in Exhibit A.

VII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

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

VIII. STUDENT AND EDUCATIONAL SUPPORT SERVICES

1. Students in dual credit courses shall be eligible to utilize the same or comparable support services that are afforded to college students on the main campus. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, learning resources (e.g., library resources), and other benefits for which the student may be eligible.
2. Student Services.
 - a. The College agrees to provide appropriate academic support services, including academic advising/counseling, to students who are participating in dual credit and/or early admissions classes. 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. O'Connell College Preparatory School 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 O'Connell College Preparatory School agree to work together to plan and to try to schedule early admission and/or concurrent enrollment classes a semester in advance of offering the course(s).
3. Learning Resources
 - a. The College agrees to grant to the students of the School enrolled in Galveston College courses the same rights, privileges, and access to the library's collections and services as students enrolled in courses on the Galveston College campuses. In addition, Galveston College will offer these students access to the library's electronic information resources through the Internet, subject to the College's licensing contracts with its vendors and available technology.
 - b. O'Connell College Preparatory School agrees to allow those students currently enrolled in Galveston College courses, within the School's facilities, access to the information resources available in the school. These students are under the same rules and regulations as other students of the school and are subject to the same fines and penalties.
 - c. Galveston College and O'Connell College Preparatory School agree that if at the end of a semester, there are overdue materials belonging to one institution which were used in the completion of the other's course, the lending library will notify the other so that the student's record will show the obligation. Each library will take steps consistent with their policies and procedures to ensure that the past due

books and/or materials are returned in as an expedient a manner as possible. Upon return of the material the lending library will notify the other that the student has cleared their obligation.

- d. Galveston College will, in conjunction with the partner institution, consider the use of free or low-cost open educational resources in courses offered via the Dual Credit program.
- e. To be eligible for these privileges a Galveston College student must present proof of current enrollment. This may take the form of, but is not limited to, a current student ID card, bill for registration, or a class schedule.

IX. TRANSCRIPTING OF CREDIT

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

X. FUNDING

1. State Funding.
 - a. State funding for concurrent credit courses will be available to both the School and the College based upon the current agreement between the Commissioner of Education and the Commissioner of Higher Education. In accordance with this agreement, the College may claim state funding for all students enrolled for college-level credit in a concurrent course; the School may claim full funding for all students enrolled in a concurrent course.
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- c. O'Connell College Preparatory School agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
- d. Galveston College and the School agree that tuition and fees which are to be paid by the student are due and payable in full at the time of registration. If the School alone is to be responsible for payment of a student's tuition and fees, Galveston College agrees to bill the School immediately following registration. The School agrees to settle all account receivables with Galveston College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class in accordance with Section IX Part 3 of this agreement.

3. Drops and Withdrawals - Tuition and Fee Refunds.

- a. If for any reason it becomes necessary for a student who has registered for a Galveston College class to withdraw or drop the class, the College and the School agree that it is the responsibility of the student to officially withdraw or drop the college course.
- b. A student may add or drop a course prior to the official census date for the course. Student must clear any changes with High School Counselor. Students who drop prior to the official college census date will not receive a college grade of any kind; tuition and fees will be refunded in accordance with the College approved refund schedule.
- c. A student may withdraw from a course with a grade of "W" any time after the census date for the semester and on or before the end of the 12th week of a long semester or on or before the last day to drop a class of a term as designated in the college calendar. Students attending class on or off campus may initiate a withdrawal through the Counseling Center at Galveston College or in a manner prescribed by the Registrar's Office. A student who discontinues class attendance and does not officially drop the course on or before the last day to drop a course will receive a performance grade for the course.
- d. Students who officially withdraw from the College shall have their tuition and mandatory fees refunded according to the official refund policy schedule. Tuition and fees paid directly to Galveston College by the School, sponsor, donor, or scholarship fund shall be refunded to the source rather than directly to the student.

XI. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Galveston College Board of Regents and the Board of Trustees of the O’Connell College Preparatory School. If so approved, the Agreement shall be for the **2022-2023** academic year.

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

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

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

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

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

Approved by the O’Connell Preparatory School Board of Trustees, executed by the O’Connell Preparatory School, and signed by its Principal.

By _____ Date _____
Ms. Patti Abbott, Principal

ADDENDUM A

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

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

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

Approved by the O’Connell Preparatory School Board of Trustees, executed by the O’Connell Preparatory School, and signed by its Principal.

By _____ Date _____
Ms. Patti Abbott, Principal

EXHIBIT A

Course Equivalency Crosswalk of Dual Credit Courses and High School Classes

Students who successful complete these college credit courses:				Will get high school credit for these classes:
ACGM or WECM	Course Number	Galveston College Course Name	College Credit	High School TEKS Course
ACGM	ARTS 1301	Art Appreciation	3	Fine Arts Elective
ACGM	ARTS 1304	Art History	3	Fine Arts Elective
ACGM	BIOL 1406	General Biology I	4	Biology
ACGM	BIOL 1407	General Biology II	4	
ACGM	CRIJ 1301	Intro to Criminal Justice	3	Law Enforcement 1 and Course Systems and Practices
ACGM	CRIJ 1306	Court Systems and Practices	3	
ACGM	CRIJ 2328	Police Systems and Practices	3	Law Enforcement 2 and Correctional Services
ACGM	CRIJ 2313	Prison Systems and Practices	3	
ACGM	DRAM 2366	Film Appreciation	3	Fine Arts Elective
ACGM	ECON 2301	Principles of Macro Economics	3	Economics
ACGM	ENGL 1301	Composition I	3	English III or English IV
ACGM	ENGL 1302	Composition II	3	
ACGM	ENGL 2322	British Literature I	3	English IV if completed ENGL 1301 and ENGL 1302
ACGM	ENGL 2323 or ENGL 2311	British Literature II or Technical Writing	3	
ACGM	ENGR 1304	Engineering Graphics	3	Engineering Design and Development
ACGM	ENVR 1301 & ENVR 1101	Environmental Science I	4	Environmental Science I
ACGM	ENVR 1302 & ENVR 1102	Environmental Science II	4	Environmental Science II
ACGM	GERM 1411	Beginning German I	4	German III
ACGM	GERM 1412	Beginning German II	4	
ACGM	GERM 2311	Intermediate German I	3	German IV
ACGM	GERM 2312	Intermediate German II	3	
ACGM	GOVT 2305	Federal Government	3	Federal Government
ACGM	GOVT 2306	Texas Government	3	Texas Government
ACGM	HIST 1301	US History I	3	US History
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ACGM	HIST 2312	Western Civilization II	3	
ACGM	MATH 1314	College Algebra	3	Math Elective
ACGM	MATH 2312	Pre-calculus	3	
ACGM	MATH 2413	Calculus I	4	Advanced Math Elective
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ACGM	MUSI 1306	Music Appreciation	3	Fine Arts Elective
ACGM	PSYC 2301	General Psychology	3	Psychology
ACGM	SOCI 1301	Introductory Sociology	3	Sociology
ACGM	SPCH 1315	Public Speaking	3	Public Speech
ACGM	SPCH 1321	Business and Professional Communications	3	Business Communications
WECM	CHEF 2302	Saucier	3	Culinary Arts
WECM	PSTR 1301	Fundamental of Baking	3	
WECM	CHEF 1302	Principles of Healthy Cuisine	3	Advanced Culinary Arts
WECM	IFWA 1217	Food Production and Culinary Math	2	
WECM	CSME 1410	Intro to Hair Cutting	4	Intro to Cosmetology
WECM	CSME 1501	Orientation to Cosmetology	5	
WECM	CSME 1354	Artistry of Hair Design	3	Cosmetology I
WECM	CSME 1543	Manicuring and Related Theory	5	
WECM	CSME 1453	Chemical Reformation	4	Cosmetology II
WECM	CSME 2401	Principles of Hair Coloring	4	
WECM	CSME 1547	Principles of Skin Care	5	Practicum in Human Services
WECM	CSME 2541	Prep for State Licensing Exam	5	
WECM	EMSP 1501	EMT - Basic	5	Practicum in Health Science
WECM	EMSP 1160	Clinical - EMT-Basic	1	
WECM	HAMG 1313	Front Office Management	3	Hospitality
WECM	HAMG 1324	Hospitality HR Management	3	
WECM	HAMG 2188	Internship- Hospitality HR Management	1	
WECM	HAMG 2305	Hospitality Management and Leadership	3	
WECM	HAMG 2189	Internship- Hospitality Mgmt and Leadership	1	

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

**INSTRUCTIONAL AGREEMENT
FOR DUAL CREDIT/EARLY ADMISSIONS ENROLLMENT CLASSES
BETWEEN
GALVESTON COLLEGE
AND
ODYSSEY ACADEMY
ACADEMIC YEAR: 2022-2023**

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

I. PURPOSE

Galveston College and Odyssey 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, and to participate in dual credit occupational-technical classes, all of which may allow the high school student to receive both high school and college-level credit for successfully completing college-level courses. Therefore, Galveston College agrees to provide college-level instruction for the School. Further, the College and the School agree that it is the responsibility of the College to grant college credit, and it is the responsibility of the School to grant high school credit.

II. DUAL CREDIT PROGRAM GOALS

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

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

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

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

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

III. STUDENT ELIGIBILITY REQUIREMENTS

Students enrolled at Odyssey Academy may be eligible to participate in dual credit/early admission classes at Galveston College based of the following conditions:

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

2. A high school student is also eligible to enroll in dual credit courses under the following conditions:
 - a. The student achieves score of 480 on evidenced-based reading and writing (EBRW) and 530 on mathematics (no combined score is required).
 - b. The student achieves a composite score of 23 on the ACT with a 19 or higher in mathematics and English;
 - c. The student achieves a 950+ OR 949 and below with Diagnostic 6 on the Math portion of the TSI assessment as well as a 945+ and Essay score of 5+ OR 944 and less with a Diagnostic 5+ and Essay 5+ on the ELAR portion of the TSI assessment.
 - d. The student achieves on the STAAR end-of-course (EOC) exams a minimum score of 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 must satisfy paragraphs 1, 2, or 3 of this subsection.
5. To be eligible for enrollment in a dual credit course offered by the College, a student must meet all of the College's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
6. In the case of an emergency such as hurricane, pandemic or other force closures and the previously mentioned measurements are not available, both the College and Odyssey Academy will employ holistic advising to ensure proper student eligibility.

IV. LOCATION AND STUDENT COMPOSITION OF CLASSES

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

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

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

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

VI. ELIGIBLE COURSES

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

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

VII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

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

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

VIII. STUDENT AND EDUCATIONAL SUPPORT SERVICES

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

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

IX. TRANSCRIPTING OF CREDIT

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

X. FUNDING

1. State Funding.

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

2. College Tuition and Fees.

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

3. Drops and Withdrawals - Tuition and Fee Refunds.

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

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

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

XI. TERMS OF THE AGREEMENT

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

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

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

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

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

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

Approved by the Odyssey Academy Board of Directors, executed by Odyssey Academy, and signed by its Superintendent.

By _____ Date _____
Dr. Jennifer Goodman, Superintendent

ADDENDUM A

- I. Students who are enrolled in dual credit classes located at Odyssey Academy, shall pay \$50 per semester hour (\$150 per 3 semester hour course or \$200 per 4 semester hour course). All regular required fees shall be waived not including special course fees such as insurance, student health insurance and exam fees.
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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 Odyssey Academy Board of Directors, executed by Odyssey Academy, and signed by its Superintendent.

By _____ Date _____
Dr. Jennifer Goodman, Superintendent

EXHIBIT A

Course Equivalency Crosswalk of Dual Credit Courses and High School Classes

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ACGM	GERM 1412	Beginning German II	4	
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ACGM	GERM 2312	Intermediate German II	3	
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Students who successful complete these college credit courses:				Will get high school credit for these classes:
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ACGM	MATH 2312	Pre-calculus	3	
ACGM	MATH 2413	Calculus I	4	Advanced Math Elective
ACGM	MATH 2414	Calculus II	4	
ACGM	MUSI 1306	Music Appreciation	3	Fine Arts Elective
ACGM	PSYC 2301	General Psychology	3	Psychology
ACGM	SOCI 1301	Introductory Sociology	3	Sociology
ACGM	SPCH 1315	Public Speaking	3	Public Speech
ACGM	SPCH 1321	Business and Professional Communications	3	Business Communications
WECM	CHEF 2302	Saucier	3	Culinary Arts
WECM	PSTR 1301	Fundamental of Baking	3	
WECM	CHEF 1302	Principles of Healthy Cuisine	3	Advanced Culinary Arts
WECM	IFWA 1217	Food Production and Culinary Math	2	
WECM	CSME 1410	Intro to Hair Cutting	4	Intro to Cosmetology
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WECM	CSME 1453	Chemical Reformation	4	Cosmetology II
WECM	CSME 2401	Principles of Hair Coloring	4	
WECM	CSME 1547	Principles of Skin Care	5	Practicum in Human Services
WECM	CSME 2541	Prep for State Licensing Exam	5	
WECM	EMSP 1501	EMT - Basic	5	Practicum in Health Science
WECM	EMSP 1160	Clinical - EMT-Basic	1	
WECM	HAMG 1313	Front Office Management	3	Hospitality
WECM	HAMG 1324	Hospitality HR Management	3	
WECM	HAMG 2188	Internship- Hospitality HR Management	1	
WECM	HAMG 2305	Hospitality Management and Leadership	3	
WECM	HAMG 2189	Internship- Hospitality Mgmt and Leadership	1	

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

Exhibit D

INSTRUCTIONAL AGREEMENT FOR DUAL CREDIT/EARLY ADMISSIONS ENROLLMENT CLASSES BETWEEN GALVESTON COLLEGE AND THE UPWARD HOPE ACADEMY ACADEMIC YEAR: 2022-2023

This agreement, made and entered into, by and between Galveston College, a Texas political subdivision of higher education (referred to herein as the "College," the "College District," or "Galveston College"), and 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, 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 in Upward Hope Academy may be eligible to participate in dual credit/early admission classes at Galveston College based of the following conditions:

1. A high school student who seeks to enroll in an academic course(s), a transfer course(s), or courses leading to an Associate Degree may be admitted if the student:
 - a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of an assessment instrument approved by the Texas Higher Education Coordinating Board (THECB), or
 - b. Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative.
2. An high school student is also eligible to enroll in dual credit courses under the following conditions:
 - a. The student achieves score of 480 on evidenced-based reading and writing (EBRW) and 530 on mathematics (no combined score is required).
 - b. The student achieves a composite score of 23 on the ACT with a 19 or higher in mathematics and English;
 - c. The student achieves a 950+ OR 949 and below with Diagnostic 6 on the Math portion of the TSI assessment as well as a 945+ and Essay score of 5+ OR 944 and less with a Diagnostic 5+ and Essay 5+ on the ELAR portion of the TSI assessment.
 - d. The student achieves on the STAAR end-of-course (EOC) exams a minimum score of 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 to certify to the College that these requirements have been met, and it is the responsibility of the College to verify that classes are taught in compliance with this section. Further, should it be determined that this section has been violated, at the sole discretion of the College, the College may deny credit to any single student and/or all students who participated in an unapproved mixed class.
5. Early Admissions/Dual Credit classes regardless of location will follow an approved College calendar.

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

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

VI. ELIGIBLE COURSES

1. Academic courses offered for Dual Credit must be identified as a college-level academic course in the current edition of the Community College General Academic Course Guide Manual (ACGM) and must be simultaneously identified by the College as a course that has been included in the College's core curriculum, or foreign language course, or state approved FOOSC or POSC. Courses offered as Early Admission courses and taken at the College's main campus must be identified as a college-level academic course in the current edition of the ACGM and may or may not be included in the College's core curriculum. College-level technical courses offered by the College must be included in an approved Associate of Applied Science (AAS) Degree, or certificate program.
2. Remedial and developmental courses may not be offered for concurrent course credit and are not eligible courses under this agreement.
3. Approved courses being taught for Dual Credit (academic or technical) and/or Early Admission credit, courses which result in college-level credit, must follow the College syllabus. It is the responsibility of the Upward Hope Academy to work with the College

to align the high school curriculum with the college course syllabus.

4. A course equivalency crosswalk of dual credit courses and high school classes are included in Exhibit A.

VII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

1. The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
2. Identified course outcomes/learning objectives must meet all college requirements.
3. The regular academic policies applicable to courses taught at the College's main campus will apply to the dual credit and early admissions courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.
4. Textbooks should be identical to those approved for use on the main campus. Should an instructor propose an alternative textbook, the textbook must be approved in advance by the appropriate instructional department of the College and the Vice President of Instruction. Other instructional materials for early admission or concurrent courses must be identical or at an equivalent level to materials used on the main campus of the College. Textbook purchases, aside from those made by grants, scholarships and other financial aid, will be made by the student and/or guardian.
5. Courses which result in college-level credit will follow the standard grading practices of the College, as identified in College policy and as set forth in the appropriate course syllabus. Whereas, the College uses a letter grade and the school 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 school. The school is responsible for recording the numeric grade in accordance with their established policies and guidelines.
6. The College and Upward Hope Academy agree to provide quality online learning experiences for all Dual Credit students. As online instructional needs arise, the College and the school will collaborate on ways to ensure that all Dual Credit students are provided the means to succeed.
7. Faculty, who are responsible for teaching dual credit and/or early admission enrollment classes, are responsible for keeping appropriate records, certifying census day class rolls at the beginning of the semester, providing interim reports, certifying final grade reports at the end of the semester, certifying attendance, and providing other reports and information as may be required by the College and/or the School.

VIII. STUDENT AND EDUCATIONAL SUPPORT SERVICES

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

X. FUNDING

- 1. State Funding.
 - a. State funding for concurrent credit courses will be available to both the School and the College based upon the current agreement between the Commissioner of Education and the Commissioner of Higher Education. In accordance with this agreement, the College may claim state funding for all students enrolled for college-level credit in a concurrent course; the School may claim full funding for all students enrolled in a concurrent course.
- 2. College Tuition and Fees.
 - a. Galveston College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, Galveston College, and online.
 - b. Galveston College agrees to charge the standard tuition and fees, excluding out-of-district and non-resident fees, unless noted otherwise in Addendum A, as approved by the Galveston College Board of Regents and as published in the Galveston College Catalog. The Galveston College Board of Regents reserves the

right to change the policies and procedures of the College, without notice, including tuition and fees, in accordance with the cost of instruction and state laws.

- c. Upward Hope Academy agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
- d. Galveston College and the School agree that tuition and fees which are to be paid by the student are due and payable in full at the time of registration. If the School alone is to be responsible for payment of a student's tuition and fees, Galveston College agrees to bill the School immediately following registration. The School agrees to settle all account receivables with Galveston College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class in accordance with Section IX Part 3 of this agreement.

3. Drops and Withdrawals - Tuition and Fee Refunds.

- a. If for any reason it becomes necessary for a student who has registered for a Galveston College class to withdraw or drop the class, the College and the School agree that it is the responsibility of the student to officially withdraw or drop the college course.
- b. A student may add or drop a course prior to the official census date for the course. Student must clear any changes with High School Counselor. Students who drop prior to the official college census date will not receive a college grade of any kind; tuition and fees will be refunded in accordance with the College approved refund schedule.
- c. A student may withdraw from a course with a grade of "W" any time after the census date for the semester and on or before the end of the 12th week of a long semester or on or before the last day to drop a class of a term as designated in the college calendar. Students attending class on or off campus may initiate a withdrawal through the Counseling Center at Galveston College or in a manner prescribed by the Registrar's Office. A student who discontinues class attendance and does not officially drop the course on or before the last day to drop a course will receive a performance grade for the course.
- d. Students who officially withdraw from the College shall have their tuition and mandatory fees refunded according to the official refund policy schedule. Tuition and fees paid directly to Galveston College by the School, sponsor, donor, or scholarship fund shall be refunded to the source rather than directly to the student.

XI. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Galveston College Board of Regents and the Board of Trustees of the Upward Hope Academy. If so approved, the Agreement shall be for the **2022-2023** academic year.

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

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

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

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

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

Approved by Upward Hope Academy, executed by Upward Hope Academy, and signed by its Headmaster.

By _____ Date _____
Mr. Christopher Fredrickson, Headmaster

ADDENDUM A

- I. Students who are enrolled in dual credit classes located at Upward Hope Academy, shall pay \$50 per semester hour (\$150 per 3 semester hour course or \$200 per 4 semester hour course). All regular required fees shall be waived not including special course fees such as insurance, student health insurance and exam fees.
- II. Galveston College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, at Galveston College and online.
- III. Galveston College agrees to waive the minimum registration requirements of six (6) credit hours for dual credit students taking classes at the high school, at Galveston College and online.
- IV. Early admission academic courses or dual credit technical courses/programs located on the campus of Galveston College shall be charged at the regular in-district tuition and fee rates established by the College.
- V. In accordance with current rules and guidelines, required college textbooks and materials shall be furnished to the student enrolled in dual credit classes at 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 _____
Mr. 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	DRAM 2366	Film Appreciation	3	Fine Arts Elective
ACGM	ECON 2301	Principles of Macro Economics	3	Economics
ACGM	ENGL 1301	Composition I	3	English III or English IV
ACGM	ENGL 1302	Composition II	3	
ACGM	ENGL 2322	British Literature I	3	English IV if completed ENGL 1301 and ENGL 1302
ACGM	ENGL 2323 or ENGL 2311	British Literature II or Technical Writing	3	
ACGM	ENGR 1304	Engineering Graphics	3	Engineering Design and Development
ACGM	ENVR 1301 & ENVR 1101	Environmental Science I	4	Environmental Science I
ACGM	ENVR 1302 & ENVR 1102	Environmental Science II	4	Environmental Science II
ACGM	GERM 1411	Beginning German I	4	German III
ACGM	GERM 1412	Beginning German II	4	
ACGM	GERM 2311	Intermediate German I	3	German IV
ACGM	GERM 2312	Intermediate German II	3	
ACGM	GOVT 2305	Federal Government	3	Federal Government
ACGM	GOVT 2306	Texas Government	3	Texas Government
ACGM	HIST 1301	US History I	3	US History
ACGM	HIST 1302	US History II	3	

Students who successful complete these college credit courses:				Will get high school credit for these classes:
ACGM or WECM	Course Number	Galveston College Course Name	College Credit	High School TEKS Course
ACGM	HIST 2311	Western Civilization I	3	Western Civilization
ACGM	HIST 2312	Western Civilization II	3	
ACGM	MATH 1314	College Algebra	3	Math Elective
ACGM	MATH 2312	Pre-calculus	3	
ACGM	MATH 2413	Calculus I	4	Advanced Math Elective
ACGM	MATH 2414	Calculus II	4	
ACGM	MUSI 1306	Music Appreciation	3	Fine Arts Elective
ACGM	PSYC 2301	General Psychology	3	Psychology
ACGM	SOCI 1301	Introductory Sociology	3	Sociology
ACGM	SPCH 1315	Public Speaking	3	Public Speech
ACGM	SPCH 1321	Business and Professional Communications	3	Business Communications
WECM	CHEF 2302	Saucier	3	Culinary Arts
WECM	PSTR 1301	Fundamental of Baking	3	
WECM	CHEF 1302	Principles of Healthy Cuisine	3	Advanced Culinary Arts
WECM	IFWA 1217	Food Production and Culinary Math	2	
WECM	CSME 1410	Intro to Hair Cutting	4	Intro to Cosmetology
WECM	CSME 1501	Orientation to Cosmetology	5	
WECM	CSME 1354	Artistry of Hair Design	3	Cosmetology I
WECM	CSME 1543	Manicuring and Related Theory	5	
WECM	CSME 1453	Chemical Reformation	4	Cosmetology II
WECM	CSME 2401	Principles of Hair Coloring	4	
WECM	CSME 1547	Principles of Skin Care	5	Practicum in Human Services
WECM	CSME 2541	Prep for State Licensing Exam	5	
WECM	EMSP 1501	EMT - Basic	5	Practicum in Health Science
WECM	EMSP 1160	Clinical - EMT-Basic	1	
WECM	HAMG 1313	Front Office Management	3	Hospitality
WECM	HAMG 1324	Hospitality HR Management	3	
WECM	HAMG 2188	Internship- Hospitality HR Management	1	
WECM	HAMG 2305	Hospitality Management and Leadership	3	
WECM	HAMG 2189	Internship- Hospitality Mgmt and Leadership	1	

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

Consider Approval of Proposal for the Operations and Management of the Galveston College Bookstore and Authorize the President to Execute a Contract

A Request for Proposal for the operations and management of the Galveston College bookstore was sent to five vendors. Three vendors responded: Texas Book Company, Follet, and Barnes & Noble. Proposals are available for Board review if desired.

After review of the submitted proposals, staff recommends award of the contract to our current vendor, Texas Book Company, 8501 Technology Circle, Greenville, Texas 75402. With approval, the Board authorizes the College President to execute a contract with Texas Book Company, with a recommended contract term of three years, with two additional one year terms possible.

Bookstore operations and management
RFP 22-03-032
March 3, 2022

	Vendor	Vendor	Vendor
	TBC	Barnes and Nobles	Follett
	Texas Book Company 8501 Technology Circle, Greenville, Texas 75402	122 Fifth Avenue, New York, NY 10011	3 westbrook Corporate Center, Suite 200, Westchester IL 60154
Markups			only offering Access Program
New Text Books	28%	25%	25%
Used Text Books	25%	75% of new	75% of new
Digital Course Materials	25%	Determined by publisher	Determined by publisher
Coursepack, Bundles	25%	Determined by publisher	30%
customized material		30% Magin	
Trade Books	Publisher's List Price	Determined by publisher	25%
General Merchandise	Industry Standard Margin	At or below their MSRP	Industry Standard Margin
RESale of used textbooks	up to 50%	50% of purchase	
Scholarship	3,000.00 if gc provides internet 1,000.00 if TBC provides dedicated internet for store	\$0.00	0
Annual Guarantee & Commisisions			
	Yr1 \$50,000	\$0.00	\$0.00
	Yr-2-5 75% of earned commissions on commisionable sales of the preceding yr.	\$0.00	\$0.00
Signing Bonus	\$15,000	\$25,000	\$0.00
Commission Rate	8.1% of gross sales from zero dollars to \$1,000,000	7%	Estimated Commission rate - \$90,000.00 a year
GC faculty and staff discount	10%	10%	10%
Departmental discount	20%	20%	20%
Facility Improvement investment	N/A	30,000.00 store refresh	
Capital investment for technology/automation excluding website development costs	46,500.00	45,000.00	38,000.00 POS
Capital Investment for facility, furniture, and fixtures.		see facility improvement	\$50,000

3-Mar-22

Vendor

Texas Book Company	<i>Evaluator I</i>	<i>Evaluator II</i>	<i>Evaluator III</i>	<i>Evaluator IV</i>
<i>Evaluation Criteria</i>				
Price (35 Points) • the total long term cost to the college, • ability to complete project timeframe, • duration of pricing offered	32	38	21	28
The Reputation of the vendor and the vendor's Product (15 Points), • Vendor references	15	15	12	9
The quality of the vendor's goods and services (20 pts.) • Vendors demonstrated capabilities based on information provided in proposal response.	16	16	16	16
The extent to which the products Meets the needs of the college (20 Points)• vendor's project approach to complete the project • vendors experience • vendor's capability to meet or reduce project completion time	16	20	16	16
The vendor's past relationship with the District (5 pts.)	5	5	4	5
Any Other Relevant Factors specifically listed in the request for proposals (5)	5	0	3	3
<i>Total Points</i>	89	94	72	77

Vendor

Barnes and Nobles

<i>evaluator I</i>	<i>evaluator II</i>	<i>Evaluator III</i>	<i>Evaluator III</i>
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Evaluation Criteria				
Price (35 Points) • the total long term cost to the college, • ability to complete project timeframe, • duration of pricing offered	28	28	21	28
The Reputation of the vendor and the vendor's Product (15 Points), • Vendor references	15	15	12	12
The quality of the vendor's goods and services (20 pts.) • Vendors demonstrated capabilities based on information provided in proposal response.	16	16	16	16
The extent to which the products Meets the needs of the college (20 Points)• vendor's project approach to complete the project • vendors experience • vendor's capability to meet or reduce project completion	16	16	16	16
The vendor's past relationship with the District (5 pts.)	0	0	0	3
Any Other Relevent Factors specifically listed in the reques for proposals (5)	5	0	3	4
Total Points	80	75	68	79

Vendor

Follett	Evaluator I	Evaluator II	Evaluator III	Evaluator IV
Evaluation Criteria				
Price (35 Points) • the total long term cost to the college, • ability to complete project timeframe, • duration of pricing offered	21	14	21	21
The Reputation of the vendor and the vendor's Product (15 Points), • Vendor references	9	9	12	9

The quality of the vendor's goods and services (20 pts.) • Vendors demonstrated capabilities based on information provided in proposal response.	16	12	12	12
The extent to which the products Meets the needs of the college (20 Points)• vendor's project approach to complete the project • vendors experience • vendor's capability to meet or reduce project completion time	12	12	12	8
The vendor's past relationship with the District (5 pts.)	0	0	0	3
Any Other Relevent Factors specifically listed in the reques for proposals (5)	0	0	3	0
Total Points	58	47	60	53

Evaluator V

35
12
16
20
5
0
88

420
84

Evaluator III

28
12
16
20
0
0
76

378
75.5

Evaluator V

21
9

16
12
0
0
58

276
55.2

Consider Approval of Change Orders to Complete Air Conditioner Upgrades
in the Northern Building

Staff requests Board approval of three change orders to air conditioner upgrades for the Northern Building. The College’s HVAC JOC, American Mechanical Services (AMS), 13627 Stafford Road, Stafford Texas 77477 is working on the project, which was originally priced at \$88,092.32 (PO# B0004374). AMS bid the project based on older shop drawings provided by the College. As the project has progressed, it has become apparent numerous pieces of equipment were not shown in the drawings and approval of these change orders is necessary to complete the project. Funding for this project will come out of the Education and General Fund (11-61020-50630).

Location	Scope of Work	Price
Northern Building Controls Add 1	Replace twenty-five linear control actuators not in original scope of work per scope below: Disconnect existing controllers Install twenty-five (25) DOC controllers Ceiling removal & replacement	\$ 9,868.00
Northern Building Controls Add 2	Replace seven dual duct zone boxes not in original scope of work per scope below: Disconnect existing controllers Install seven (7) DDC controllers Ceiling removal & replacement	\$ 11,938.00
Northern Building Controls Add 3	Replace two Chill Water/Hot Water by pass valve actuators not in original scope of work per scope below: Disconnect existing valve actuators Install two (2) Direct Digital Control bypass valve actuators	\$4,173.00
Total		\$25,979.00



October 12, 2021

Galveston College

Attention: Jorge Otero / Arlo Adolphs
Subject: **Northen Building – Control Upgrades**
Location: Main Campus, Northen

We propose to furnish **all labor and materials** required for a total **price of: \$ 88,092.32**

BAS Scope of Work:

AMS to partner with Sentinel A/C & Heating to furnish and install all controls components on this project. (Includes Two (2) Year parts / One (1) Year labor warranty for control system, Valve Actuators provided with Manufacturers Five (5) Year Limited Parts Warranty to be supported by Sentinel.)

Carrier i-Vu Pro Web interface:

- Provide and install Web Based System and PC Webserver.
- Includes replacing existing server and updating to i-Vu Pro 8.0 server.
- Provide labor necessary to create custom 3-D building floor plans & unit graphics.
- Provide programming labor to setup field air devices (AHUs, and VAV boxes) into Web Based controllers
- Provide As-Built documentation for equipment.

Equipment to be controlled:

Air Side Systems:

- 2 Dual Duct AHUs (Hot Deck/Cold Deck)
- AMS / Sentinel to review and reprogram existing AHU controllers, add return air temperature/humidity/CO2 sensors, including cabling, all comm/sensor wire termination.
- Existing Chilled Water/Hot Water valves to remain, pneumatic actuators to be retrofitted with Belimo Digital Valve Actuators.
- 34 Dual Duct VAV Zones
- AMS / Sentinel to Provide Carrier i-Vu BACnet Controllers and Peripherals (Communicating ZS Space Sensor and SAT sensors).
- BACnet Controllers to be field installed in Single Duct VAV Boxes by AMS/Sentinel, including cabling, all comm/sensor wire termination.
- Dual Duct VAVs to have Primary zone controller with integrated actuator and secondary zone controller with integrated actuator.

Miscellaneous Monitoring & Control:

- Outdoor Air Temperature and Humidity reading over network.
- Review Existing BACnet Controllers Control Sequence and adjust accordingly.
- Place Boilers back into direct control by Carrier Central Plant controller.
- Review Existing Chiller Plant Control sequences and update programming and graphical user interface.
- Provide and install low voltage communication and control wire for HVAC system.

13627 Stafford Road Stafford, Stafford Texas 77477 Tel (281) 403-1701 Fax (281) 403-1201

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Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACLA020690E
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 MPL-40092



TO exclude the i-Vu Pro 8.0 Server Upgrades: Deduct - \$ 4,415.00 from total shown above
(The current server in place is now obsolete and will no longer have updates available, if Galveston College accepts the upgrades, a discount may be available if accepted by the end of the year - 2021.)

Note: If there are any major scheduling delays after project commences, additional costs may apply for mobilization. Work to be done during regular business hours of 8am to 5pm, Monday through Friday. Includes standard ground shipping. Please note the following clarifications in this proposal: Quote Based on site visit and floorplans shown on existing i-Vu System.)

This proposal does not include any: Overtime Labor Hours, Sales Tax for Labor or Materials, Permits, Any Repairs Not Specifically Listed in Scope Above, Expedite Fees, Fire Contractor Related Work and Special Handling if applicable. Not Providing: VFD's, Smoke Detectors, Air Flow Measuring Stations, Smoke Dampers and VAV Boxes unless otherwise noted.

AMS / Sentinel does not accept and will not be held liable for any flow down requirements from the owner or any other contractors unless specifically agreed to in writing. This proposal will remain in effect for a period of thirty (30) days upon receipt. Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.
Cell - (832) 845-3647, Office - (281) 403-1701, Fax - (281) 403-1201.

Sincerely,

Ashlyn Nolen
Account Executive
AMS of Houston, LLC
Cell - 832-845-3647

Yes. We do accept this proposal

Print Name: Dr. W. Myles Shelton

(Date)

Signature: *W. Myles Shelton*

13627 Stafford Road Stafford, Stafford Texas 77477 Tel (281) 403-1701 Fax (281) 403-1201

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACLA020690E
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 MPL-40092



Galveston College

PURCHASING DEPARTMENT
4015 Ave Q
Galveston, Texas 77550
(409) 944-1213
Fax (409) 944-1506
Please send confirming emails
to vatterberry@gc.edu

This order is subject to the Terms and Conditions of the referenced Invitation For Bid as well as those attached to this P.O. See reverse for terms and conditions.

VENDOR

American Mechanical Services
PO Box 675077
Dallas TX 75267-5077

P.O. NUMBER

B0004374

SHOW P.O. NUMBER ON ALL SHIPPING CONTAINERS,
PACKING LISTS, CORRESPONDENCE AND INVOICES

DELIVER TO:

Galveston College
Central Receiving
4002 Ave R
Galveston TX 77550

INVOICE TO:

GALVESTON COLLEGE
Accounts Payable
4015 Ave Q
Galveston, Texas 77550
(409) 944-1210
ap@gc.edu

DATE OF ORDER 10/27/21	DELIVERY DATE	BID/CONTRACT NO.
----------------------------------	----------------------	-------------------------

QUANTITY	VENDOR PART	DESCRIPTION	UNIT COST	EXTENSION
		ABS controls/Northern Automated Building Services controls for Northern HVAC systems		88,092.32

All invoices and shipping labels must show purchase order numbers to expedite payment.

TOTAL THIS ORDER

88,092.32

Terms: Net 30

The vendor must notify the College if shipment cannot be made within 60 days upon receipt of Purchase Order.

Purchaser: Galveston College

Originator: Arlo Adolphs

THIS ORDER NOT VALID UNLESS SIGNED

Vatterberry 10/27/21
Purchasing Agent DATE



April 5, 2022

Galveston College
4015 Avenue Q
Galveston, TX 77550

Attention: Arlo
Subject: Northern Building Controls Add 1
Location: Galveston College
4015 Avenue Q
Galveston, Texas 77550

We are pleased to propose the following for consideration of the **twenty-five linear control actuators not in original scope of work per scope below**

We propose to furnish all labor and materials required for a **price of \$ 9,868.00**

**Scope: Disconnect existing controllers
Install twenty-five (25) DDC controllers
Ceiling removal & replacement
DDC Controls by Sentinel Controls Group**

This proposal does not include any **sales tax, overtime labor, freight or any special handling charges that may be applicable.**

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Leonard Worn
Project Manager
AMS of Houston LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____



April 5, 2022

Galveston College
4015 Avenue Q
Galveston, TX 77550

Attention: Arlo
Subject: Northern Building Controls Add 2
Location: Galveston College
4015 Avenue Q
Galveston, Texas 77550

We are pleased to propose the following for consideration of the **seven dual duct zone boxes not in original scope of work per scope below**

We propose to furnish all labor and materials required for a **price of \$ 11,938.00**

**Scope: Disconnect existing controllers
Install seven (7) DDC controllers
Ceiling removal & replacement
DDC Controls by Sentinel Controls Group**

This proposal does not include any **sales tax, overtime labor, freight or any special handling charges that may be applicable.**

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Leonard Worn

Leonard Worn
Project Manager
AMS of Houston LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____



April 5, 2022

Galveston College
4015 Avenue Q
Galveston, TX 77550

Attention: Arlo
Subject: Northern Building Controls Add 3
Location: Galveston College
4015 Avenue Q
Galveston, Texas 77550

We are pleased to propose the following for consideration of the **two CW/HW by pass valve actuators not in original scope of work per scope below**

We propose to furnish all labor and materials required for a **price of \$ 4,173.00**

**Scope: Disconnect existing valve actuators
Install two (2) DDC bypass valve actuators
DDC Controls by Sentinel Controls Group**

This proposal does not include any **sales tax, overtime labor, freight or any special handling charges that may be applicable.**

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Leonard Worn
Project Manager
AMS of Houston LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____

Consider Approval of Agreement with Lemons Auctioneers, LLC. to Provide
Online Auction Services

Staff requests Board approval of a 12-month agreement with the possibility of two one year extensions with, Lemons Auctioneers, LLC. and Online Pros, 18810 Juergen Road, Tomball, Texas, 77377, BuyBoard Contract # 620-20, to sell surplus assets designated by the College.

Depending on the services needed, Galveston College shall pay the auctioneer the Local Government Purchasing Cooperative (Buyboard) discount auction sales fee from seven percent (7%) up to eighteen percent (18%) of the gross proceeds of the sale of all merchandise, depending on services rendered.

The term of this agreement will be from April 19, 2022, through April 18, 2023.

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
(BUYBOARD) #620-20
ONLINE AUCTION CONTRACT
AUCTIONEER CONDUCTS ASSET TRACKING**

This Online Auction Contract (the "Contract") is made and entered into this April 19, 2022 through April 18, 2023 between the Galveston College, Texas (the "Seller") and Lemons Auctioneers, LLC. and Online Pros, (the "Auctioneer"). This contract is renewable for up to two (2) additional one-year terms if mutually agreed upon by both parties, subject to the terms and conditions as specified.

WITNESSETH:

Seller hereby employs Auctioneer to sell the surplus assets designated by Seller at an online auction at Seller's appointed auction locations.

AUCTIONEER AGREES TO SELL SURPLUS ASSETS DESIGNATED BY SELLER (THE MERCHANDISE") UPON THE TERMS AND CONDITIONS SET FORTH BELOW:

1. The merchandise shall be sold online on an appointed day, date, and time, and shall be available for preview on an appointed day, date, and time and place. All merchandise shall be sold "AS IS" and "WHERE IS" to the highest bidder, and without warranty except for warranty of title to the merchandise, and shall be auctioned **WITHOUT MINIMUMS, RESERVES, OR CONFIRMATIONS**, unless otherwise agreed to in writing by Seller and Auctioneer. Seller warrants and represents to Auctioneer that Seller has good title to the merchandise and that all such merchandise is free of any liens, claims or encumbrances.

2. The Seller agrees to grant Auctioneer the exclusive right to market and sell the merchandise appointed for auction by Seller. The Seller may add additional merchandise to each auction at any time. Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email. The Seller may not attempt to sell, transfer, destroy, or alter the merchandise during the auction process.

3A. **Auctioneer Conducts Asset Tracking:** Seller shall pay Auctioneer the Local Government Purchasing Cooperative (Buyboard) discount auction sales fee equal to eighteen percent (18%) of the gross proceeds of the sale of all merchandise. Auctioneer will charge the buyer a buyer's premium equal to fourteen percent (14%) of the gross purchase price of each item purchased by such buyer to Auctioneer. Auctioneer will charge a three percent (3%) administrative fee to buyers who choose to purchase their merchandise using a credit card to Auctioneer.

3B. **Seller Conducts Asset Tracking:** Seller shall pay Auctioneer the Local Government Purchasing Cooperative (BuyBoard) discount auction sales fee equal to seven percent (7%) of the gross proceeds of the sale of all merchandise. Auctioneer will charge the buyer a buyer's premium equal to fourteen percent (14%) of the gross purchase price of each item purchased by such buyer to Auctioneer. Auctioneer will charge a three percent (3%) administrative fee to buyers who choose to purchase their merchandise using a credit card to Auctioneer.

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4. Auctioneer agrees to promote the sale of the merchandise by mass e-mail, web analytics, global auction guide, and multiple promotional internet websites or use of personal contacts. The type of promotion to be used shall be determined by Auctioneer in its sole discretion. All newspaper advertising shall be discussed between Seller and Auctioneer before any such placement at Sellers expense. Auctioneer shall also place Seller's listing on Auctioneer's Website at www.lemonsauctioneers.com or www.onlinepros.com.
5. Seller shall be responsible for placing all merchandise in the assigned auction areas. Auctioneer/Seller per contract shall supply experienced staff to conduct asset tracking and take digital photographs of all merchandise prior to the date of the online auction, conduct online auction services, and supervise with all auction removal.
6. Auctioneer may, at its discretion, display photos or descriptions of the merchandise on a third-party website to market and sell the merchandise. Auctioneer will watermark all photos placed on the internet for marketing purposes to defer fraudulent misuse of photographs.
7. Seller assumes all risk of loss. Auctioneer shall not be responsible, under any circumstances, for any loss, theft, or damage to the merchandise, either at its present location or at the appointed auction locations, whether before, during, or after said auction.
8. Seller shall provide Auctioneer with all information pertaining to the merchandise, but not be limited to a written description, current condition, use, salvage, parts missing, damaged, current title to all titled vehicles, and any available manuals or reports.
9. Seller's name, or designated business name as noted in the Agreement, will be publicized on Auctioneer's website, on any marketing material, third party websites, to promote the sale merchandise.
10. Auctioneer may display Seller's logo on Auctioneers website, third party websites, and any marketing material to promote the sale merchandise.
11. Auctioneer shall approve all online bidders, manage the online auction for ten (10) consecutive days, receive, manage, and disburse all payments, and coordinate with Seller regarding all pickups and checkouts.
12. Proceeds shall be payable by cash, credit or debit card, Cashier's Check, Money Order, or wire transfer. Auctioneer shall also offer the option of making payments in cash at its offices located at 18810 Juergen Road, Tomball, Texas. Seller shall not be charged a fee for sales that are paid through Auctioneer's Credit Card Gateway. Auctioneer will not be responsible for buyer's who default on payment; however, Auctioneer shall make diligent attempts to collect all monies due to Seller from the proceeds of the auction. If monies are not collected on an item sold by auction, Auctioneer will contact Seller and discuss the option of relisting said merchandise or Seller may remove and dispose of merchandise as Seller sees fit. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.
13. Seller understands that if the scheduled auction is canceled by Seller, the uncollected advertising shall be reimbursed to Auctioneer, upon presentation to Seller of Auctioneer's valid

4.6.2022 2

Invoices.

14. Auctioneer shall not be responsible for removal of any auction items. Auctioneer will assist with the communication between Buyers and Seller during the removal process. Auctioneer will not be responsible for any verbal or written agreement between the Buyer and Seller during the online auction process.

15. Seller understands that Auctioneer shall deposit all auction proceeds into an Escrow Account located at Woodforest National Bank in Tomball, Texas. Auctioneer is licensed and regulated by the Texas Department of Licensing and Regulation. A license issued by said Department does not imply approval or endorsement of Auctioneer by the State of Texas. If there are unresolved complaints, they can be made by mail to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (800) 803-9202.

16. The proceeds from the auction shall be delivered to Seller not later than fifteen (15) banking days, contingent to Auctioneer receiving final online payment and finalization of the removal process. Auctioneer's auction sales fee and approved newspaper advertising fees shall be deducted from the gross proceeds of the auction.

17. Auctioneer shall remit to the Texas Comptroller of Public Accounts all sales taxes collected from purchasers that are due and payable to the State of Texas. Auctioneer shall account for noncollection of sales tax to persons or entities holding valid tax exemption or resale certificates. A copy of Auctioneer's sales tax number is available upon request.

18. Auctioneer shall furnish to Seller an itemized statement of all auction proceeds. Such statement shall include the lot number and description of all merchandise, the amount collected, and a final accounting of all transactions.

19. Auctioneer shall be responsible for all vehicle and bus title transfers and documentation at Seller's discretion. Auctioneer shall charge the purchaser of each vehicle a \$20.00 title preparation fee for each unit purchased. Auctioneer will submit to the Texas Department of Motor Vehicles current buyer information for all titled vehicles.

20. Auctioneer shall issue all Bills of Sale upon request.

21. Merchandise removal shall be on appointed days, dates, and times as stated on the online auction timeline. If merchandise is not removed by the designated date, the ownership of the merchandise will revert to the Seller and the Seller may dispose of or resale the items/lots at their discretion. The default buyer's account will be suspended, and no refund will be available per Seller's instruction. Auctioneer will not be responsible for the lot/items not removed during the stated deadline. Seller may charge a \$10.00 per day per lot/item late removal fee if noted on the Seller's online auction in Special Instructions.

22. This Contract may be terminated by either party upon written notice to the other party given not less than thirty (30) days prior to the auction date.

23. All notice required or permitted to be given to Seller or Auctioneer pursuant to this

4.6.2022 3

Contract shall be in writing and sent by certified mail, return receipt requested to the address shown below each parties' signature or by email. Any party may change its address for notice in the manner provided above.

24. Seller represents and warrants to Auctioneer that: (a) Seller has the right, power and authority to appoint the merchandise for sale and to enter into this Agreement and to perform all obligations, the merchandise is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (b) good title will pass to the buyer upon sale; (c) there are no restrictions on Auctioneer to reproduce photographs of the merchandise and (d) the information the Seller has provided to Auctioneer in the Agreement is true and correct.

25. The Seller has read and understands the terms and conditions of this agreement. Both parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed. It is understood by Seller that, upon execution of this Contract, Auctioneer shall commence to perform all services set out herein.

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING THE SELLER:
GALVESTON COLLEGE

By: X

Name: Dr. W. Myles Shelton

Title: President

Address: 4015 Avenue Q

Galveston, Texas 77550

Date: X

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING THE AUCTIONEER:
LEMONS AUCTIONEERS, LLC. AND ONLINE PROS

By: 

By: 

Name: Lori Campbell, TCAP, CAI, GPPA

Name: Jackie Shillingburg, TCAP, CAI, AMM

Title: President #7341

Title: Vice President #12437

Address: 18810 Juergen Road

Address: 18810 Juergen Road

Tomball, Texas 77377

Tomball, Texas 77377

Date: 4/19/2022

Date: 4-19-22

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Consider Approval of Proposal for Charter
Transportation Services

A Request for Proposal (RFP) for Charter Transportation Services went out to four vendors and was advertised in the local paper. One response was received. The proposal is available for Board review, if desires.

This service will be utilized by Galveston College Athletic teams, student clubs/organizations, and professional development programs. Staff requests approval of this proposal from Galveston Transportation, LLC, 7500 Texas Ave, Texas City, Texas 77591. Funding used for the service will be from the Education and General funds, Auxiliary funds, Grant funds, and/or Agency funds.

Items	Van/Bus Capacity 9 Passenger	Van/Bus Capacity 25 Passenger	Van/Bus Capacity 33 Passenger	Coach bus 55 Passenger
Hourly rate	80.00	90.00	100.00	105.00
Minimum hours	5	5	5	5
Daily rate	900.00	950.00	1,150.00	1,250.00
Mileage rate	2.75	2.85	3.00	3.75
Minimum charge	400 + Fuel	450.00 + Fuel	500.00 + Fuel	525.00 + Fuel
Second driver fee	800.00	800.00	800.00	800.00
Fuel Surcharge	10%	10%	10%	10%

Consider Ratifying Acceptance of Increase in U. S. Department of Education
2021-22 Federal Grant Award – (Perkins) Career and Technical Education – Basic Grants

The Texas Higher Education Coordinating Board notified the College that it would receive an increase of \$30,134 for the (Perkins) Career and Technical Education – Basic Grants. This increase is part of the 2021-22 grant reallocation. The original amount of the award was \$155,248. With the increase, the amended amount totals \$185,382 for the term of the grant.

It is recommended that the Board of Regents accept the increase in this grant award.

FY 2021-2022 PERKINS BASIC GRANT ALLOCATION AND REALLOCATION

Institution	Allocation	Reallocation	TOTAL Allocation
Alamo Community College District	\$ 2,066,281	\$ 401,065	\$ 2,467,346
Alvin Community College	\$ 133,308	\$ 25,875	\$ 159,183
Amarillo College	\$ 774,087	\$ 150,250	\$ 924,337
Angelina College	\$ 306,980	\$ 59,585	\$ 366,565
Austin Community College	\$ 1,013,398	\$ 196,700	\$ 1,210,098
Blinn College District	\$ 482,986	\$ 93,748	\$ 576,734
Brazosport College	\$ 124,338	\$ 24,134	\$ 148,472
Central Texas College	\$ 656,295	\$ 127,387	\$ 783,682
Cisco College	\$ 171,794	\$ 33,345	\$ 205,139
Clarendon College	\$ 89,427	\$ 17,358	\$ 106,785
Coastal Bend College	\$ 380,467	\$ 73,849	\$ 454,316
College of the Mainland Community College District	\$ 203,825	\$ 39,562	\$ 243,387
Collin County Community College District	\$ 927,546	\$ 180,037	\$ 1,107,583
Dallas County Community College District	\$ 1,343,288	\$ 260,732	\$ 1,604,020
Del Mar College	\$ 620,142	\$ 120,369	\$ 740,511
El Paso Community College District	\$ 765,905	\$ 148,662	\$ 914,567
Frank Phillips College	\$ 82,639	\$ 16,040	\$ 98,679
Galveston College	\$ 155,248	\$ 30,134	\$ 185,382
Grayson College	\$ 524,866	\$ 101,876	\$ 626,742
Hill College	\$ 142,368	\$ 27,634	\$ 170,002
Houston Community College	\$ 2,179,164	\$ 422,975	\$ 2,602,139
Howard County Junior College District	\$ 163,702	\$ 31,775	\$ 195,477
Kilgore College	\$ 350,072	\$ 67,949	\$ 418,021
Lamar Institute of Technology	\$ 517,502	\$ 100,447	\$ 617,949
Lamar State College-Orange	\$ 260,463	\$ 50,556	\$ 311,019
Lamar State College-Port Arthur	\$ 316,708	\$ 61,473	\$ 378,181
Laredo Community College	\$ 534,715	\$ 103,788	\$ 638,503
Lee College	\$ 659,628	\$ 128,034	\$ 787,662
Lone Star College System District	\$ 1,120,522	\$ 217,493	\$ 1,338,015
McLennan Community College	\$ 614,112	\$ 119,199	\$ 733,311
Midland College	\$ 168,036	\$ 32,616	\$ 200,652
Navarro College	\$ 336,042	\$ 65,226	\$ 401,268
North Central Texas College	\$ 338,708	\$ 65,743	\$ 404,451
Northeast Texas Community College	\$ 208,159	\$ 40,404	\$ 248,563
Odessa College	\$ 331,920	\$ 64,426	\$ 396,346
Panola College	\$ 276,221	\$ 53,615	\$ 329,836
Paris Junior College	\$ 268,342	\$ 52,085	\$ 320,427
Ranger College	\$ 102,246	\$ 19,846	\$ 122,092
San Jacinto Community College	\$ 1,043,944	\$ 202,629	\$ 1,246,573
South Plains College	\$ 640,355	\$ 124,293	\$ 764,648
South Texas College	\$ 2,163,618	\$ 419,958	\$ 2,583,576
Southwest Texas Junior College	\$ 272,524	\$ 52,897	\$ 325,421


Tarrant County College District	\$	995,549	\$	193,236	\$	1,188,785
Temple College	\$	157,914	\$	30,651	\$	188,565
Texarkana College	\$	398,953	\$	77,437	\$	476,390
Texas Southmost College	\$	235,129	\$	45,639	\$	280,768
Texas State Technical College Central Office	\$	2,336,321	\$	453,480	\$	2,789,801
Trinity Valley Community College	\$	311,677	\$	60,496	\$	372,173
Tyler Junior College	\$	1,101,916	\$	213,882	\$	1,315,798
Vernon College	\$	268,797	\$	52,173	\$	320,970
Victoria College	\$	196,128	\$	38,068	\$	234,196
Weatherford College	\$	182,491	\$	35,421	\$	217,912
Western Texas College	\$	50,000	\$	7,229	\$	57,229
Wharton County Junior College	\$	208,098	\$	40,392	\$	248,490
Statewide Formula Allocations Summary	\$	30,274,864	\$	5,873,871	\$	36,148,735

Amendment to Notice of Federal Grant Award
to
Galveston College

Grantee's Name and Address: Galveston College 4015 Avenue Q Galveston, TX 77550	Federal Grant Title: Career and Technical Education - Basic Grants
	CFDA: 84.048
	Federal Grant Award Number: 2242020271
Amended Amount: an increase of \$30,134 Payment Method: Reimbursement	Term of Grant: 9/1/2021 to 8/31/2022
	Federal Grant Funding Agency: Department of Education
	Research and Development? No
	DUNS No: 060716321
	Congressional District Location: 14 Congressional District Place of Performance: 14
Authority: P.L. 109-270, Title I, Part A, Sec. 112; Part B Sec.121 and 124; Part C, Sec. 132; 34 CFR 403.70 Authorizing legislation & 71; Subpart E; and TEC 7.109(c). SB1, 87th Leg, RS, GAA, Article IX, Section 13.01, page 63	
It is mutually understood and agreed by and between the undersigned contracting parties to amend said Notice of Grant Award as follows: Pursuant to the Revised Application for Reallocation submitted and signed by your institution, such Application constituted an offer which is herein accepted by the Coordinating Board to form a binding agreement. As such, the Revised Application for Reallocation is herein incorporated by reference and made part of this Grant Award. Amend original Amount of Award of \$155,248 to increase by \$30,134 as part of the Reallocation of 2021-2022 Perkins Basic Reallocation. The agreed Amended Amount of the Award is \$185,382.	

APPROVAL:

The parties signing below accept this amendment. All work performed shall be to the satisfaction of the THECB. All other terms and conditions not hereby amended are to remain in full force and effect.

Signed by THECB Official:	Signed by Grantee Official: 
Ray Martinez, III Deputy Commissioner	Myles Shelton President
Date:	Date: 3/25/2022

Consider Approval of Proposal for Installation of Central Air and Heat, and Electric Appliances
at the 2215 38th Street Property

Staff requests Board approval of the proposal provided by American Mechanical Services (AMS), the College's HVAC JOC, 13627 Stafford Road, Stafford Texas 77477, to remove and replace the hot water heater, heater, and window units, at the property located at 2215 38th Street. The units will be replaced with central air and heat, and an electric hot water heater. American Mechanical Services (AMS), proposal of \$33,913, includes labor and materials required to perform the job. The Funding for this project will come out of the Education and General Fund (11-61020-50630).

Consider Approval of Proposal to Purchase Welding Simulators and Related Equipment

A request for bids for the welding simulators and related equipment was sent to five vendors and was advertised in the local newspaper. Two responses were received. The bids are available for Board review, if desired.

This equipment is identified as a necessary addition to the Welding program’s inventory to familiarize students with equipment they will encounter on the job in the Gulf Coast and Houston region. The cost includes material, labor, student learning systems, and warranty on parts and labor. The funding source for this project is the Texas Reskilling and Upskilling for Education (TRUE) Grant.

Staff is requesting Board approval of the purchase of this equipment in the amount of \$141,783.08, from Lincoln Electric Co. 4702 N. Sam Houston Parkway #200, Houston, Texas 77086

**BID SUMMARY
ITB 22-03-102**

Equipment	The Lincoln Electric Co. 4702 N Sam Houston Pkwy #200 Houston, Texas 77086	Technical Lab Systems, Inc. PO Box 218609 Houston, Texas 77218
Single user virtual reality welding training simulator w/ Oxyfuel upgrade kit	\$48,951.27	\$59,377.00
Dual user virtual reality welding simulator w/ Oxyfuel upgrade kit	\$66,259.95	\$82,412.00
Advanced educational one-pack welder (Power Wave)	\$21,010.18	\$31,584.00
Teaching aid Toolbox	\$5,561.68	\$6,371.00
Shipping and delivery	NA	NA
Set up charges	NA	2250.00 Installation and orientation
Lead time for Delivery	1-2 weeks for welding simulators 3-6 Weeks for the Power Wave	120 + days after receipt of order
Warranties	Simulators 3 years Power Wave 5 years Tool Box 1 year	1 year
Total cost	\$141,783.08	\$179,744.00

Consider Approval of Proposal to Purchase Monitors for the Information Technology (IT) Department

Staff requests approval of this proposal to purchase monitors from Dell EMC (DIR Contract No. DIR-TSO-3763). The total cost of this purchase is \$2,358.32 and a breakdown of the cost follows.

The institution is requesting replacing monitors used by staff in the IT Department. The source of funding is the Education and General Fund (11-51510-53110). All equipment comes with a 3-year advanced exchange service warranty.

Vendor/Quotes	Item/Quotes	Funding Sources	Cost
Dell EMC Contract No: DIR-TSO-3763	8 Dell UltraSharp 24” Monitors	Education and General Fund (11- 51510-53110)	\$2,358.32
Total:			\$2,358.32

Consider Approval of Proposal to Purchase Laptops for
Inventory Replenishment

Staff requests approval of this proposal to purchase laptop computers and accessories from Dell EMC (DIR Contract No. DIR-TSO-3763). The total cost of this purchase is \$7,300.

The Information Technology (IT) department would like to have four mobile workstations, in inventory, to be able to quickly supply replacement workstations when users are experiencing issues. This will ensure that productivity is not impacted, because a replacement can be quickly deployed. IT already has some of the necessary equipment in its inventory; therefore, the equipment recommended for purchase below is only what is needed to complete the four workstations.

The source of funding is the Education and General Fund (11-51510-53110).

Vendor/Quotes	Item/Quotes	Funding Sources	Cost
Dell EMC Contract No: DIR-TSO-3763	4 Dell 3560 Precision Mobile Workstations	Education and General Fund (11- 51510-53110)	\$7,286.61
	1 Dell Thunderbolt Docking Station		
	4 Dell Wireless Keyboards and Mice		
	1 Dell Pro Briefcases		
	3 Dell 24" Standard Monitors		
Total:			\$7,286.61

Consider Approval of Proposal to Purchase
New Furniture for the Cosmetology Department

Staff requests approval of the purchase of instructional furniture from The Burmex Company, Inc. (Choice Partners Contract number 19/038KC-08), for the Cosmetology program. This proposal is to supply new hydraulic chairs (6), manicure tables (5), reception chairs (5), and manicure stools (5) in the Cosmetology department at the Charlie Thomas Family Applied Technology Center. The total cost of all items would be \$13,978.07 and this would be purchased with Education and General Funds.

Vendor	Quote	Price per Item	Total Cost	Funding Source
The Burmex Co., Inc. 28 Barretts Ave Holtville, NY 11742 Choice Partners Contract # 19/038KC-08	1. 1810 QSE Hydraulic All-Purpose Chair w/Standard Base / Vinyl: Wallaby Black Foot rest Included HYD Base 5 Year warranty	\$719.72	\$4,318.32	Cosmetology 11-10970-53150
	2. 4420-48 NEO Manicure Table w/ three drawers, contemporary bar-pulls, strong 4" wide leg, 26" wide chair-well, black lamp, black padded upholstered rest, 5 1/2" toe-kick base.	\$1098.00	\$5,490.00	
	3. 1975 Lanai Reception Chair w/satin-stainless toe-kick base / vinyl: Wallaby Black	309.25.34	\$1,546.25	
	4. 1860 QSE Manicure Stool w/casters & gas lift / vinyl: Wallaby Black 1000-013022-01	\$249.30	\$1,246.50	
	FOB – Factory – Shipping charges to be determined and added		\$1,377.00	
			Grand Total: \$13,978.07	

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

Staff requests Board approval to purchase three (3) office chairs to replace old and damaged furniture in the athletic offices. This purchase from McCoy Rockford (E&I Contract No. CN01146), in the amount of \$1,510.58, would be purchased with the Education and General Fund (11-11420-53150).

Vendor/Quotes	Item	Funding Sources	Cost
McCoy Rockford E&I Contract No. CN01146	(1) 4821410 Amia Chair	Education and General Fund (11- 11420-53150)	685.28
McCoy Rockford E&I Contract No. CN01146	(2) AMQBODI1BK chairs	Education and General Fund (11- 11420-53150)	\$655.30
McCoy Rockford E&I Contract No. CN01146	Delivery and Installation	Education and General Fund (11- 11420-53150)	\$170.00
Total:			\$1,510.58

Consider Approval of Proposal for Services to Support the CE Registration Software

Staff is recommending approval of a proposal for additional services to enhance the implement of the new Continuing Education Software called Enrole. The Board approved the purchase of this course registration management system at their January 12, 2022 meeting. This proposal from Entrinsik, the company that owns Enrole, is to provide additional work and customization that was not included in the original RFP. This proposal will be paid out of the Higher Education Emergency Relief Fund II (HEERF II) grant.

Staff requests Board approval of this expense in the amount of \$12,900.

Consider Approval of Proposal to Replace Two Roof Top Air-conditioning Units at the Applied Technology Center (ATC)

Staff requests Board approval to have the Carrier Corporation (Sourcewell Cooperative #030817-CAR) replace the 30 ton A/C unit on ATC Building 1 and the 4 ton A/C unit on ATC Building 3. Proposals were sought from 4 co-op vendors. Two proposals were received. Pricing and Scope Of Work are listed below. Funding for this project will come out of the Education and General Fund (11-61020-50630).

Company	Scope of Work	Price
Carrier Corporation (Sourcewell Cooperative #030817-CAR)	Pull permit from the City of Galveston Lock and tag out exiting Carrier 30 Ton RTU & 4 Ton RTU Disconnect existing electrical and controls set up crane and remove old existing Carrier 30 Ton RTU & 4 Ton RTU 50FC-A05A2A3-0A0A0 Install new Carrier RTU 30 Ton M# 50P3-030646-10DF76 & 4 Ton RTU Tie controls to new carrier RTU Install required high voltage wiring reusing disconnects Perform Factory start up	\$86,950.00
American Mechanical Services, LLC	Demo & dispose of existing RTU's Install one (1) Carrier RTU model # 50PD0306404-TGGPG Install one (1) Carrier RTU model # 50FC-A05A2A3-0A0A0 RTU's supplied with electric heat/outside air dampers GCM Heresite Condenser coil coating for RTU's Disconnect/Reconnect existing controls Disconnect/Reconnect existing electrical Disconnect/Reconnect existing drain lines Startup of AMS furnished equipment City of Galveston permit Crane rental	\$112,087.00
Comfort Systems	No Bid	
Johnson Controls	No Bid	

Consider Approval of Proposed 2022-23 Academic Calendar

Staff is requesting Board approval of the following proposed 2022-23 academic calendar.

**GALVESTON COLLEGE ACADEMIC CALENDAR FY2023
AND PROPOSED ACADMIC CALENDAR FOR FY2024**

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	2021-2022 (FY2022)	2022-2023 (FY2023)	2023-2024 (FY2024)
Base Year 2020-2021			
Base Year 2022-2023			
Base Year 2024-2025			
FALL	Fall 2021	Fall 2022	Fall 2023
Begin Registration for Fall Classes	4/12/2021	4/11/2022	4/10/2023
General Assembly for Faculty & Staff	8/20/2021	8/19/2022	8/18/2023
Fall General Registration	8/23-26/2021	8/22-25/2022	8/21-24/2023
Late Registration	8/27-28/2021	8/26-27/2022	8/25-26/2023
Fall Classes Begin	8/30/2021	8/29/2022	8/28/2023
Last Day to Add/Drop	9/3/2021	9/2/2022	9/1/2023
Last Day for Add/Drop Financial Settlement	9/3/2021	9/2/2022	9/1/2023
Labor Day - College Closed	9/6/2021	9/5/2022	9/4/2023
12th Class Day (Fall Census Date)	9/15/2021	9/14/2022	9/13/2023
Last Date to File for Fall Graduation	9/15/2021	9/14/2022	9/13/2023
Last Day to Drop Without Receiving a 'W'	9/15/2021	9/14/2022	9/13/2023
Midterm	10/22/2021	10/21/2022	10/20/2023
Begin Registration for Spring Classes	11/8/2021	11/7/2022	11/6/2023
Last Day to Submit an AWN	11/19/2021	11/18/2022	11/17/2023
Last Day to Withdraw with a 'W'	11/19/2021	11/18/2022	11/17/2023
Thanksgiving Holidays	11/24-28/2021	11/23-27/2022	11/22-26/2023
Final Exams	12/10-16/2021	12/9-15/2022	12/8-14/2023
Grades Due	10:00 AM 12/17/2021	10:00 AM 12/16/2022	10:00 AM 12/15/2023
College Closes for Winter Break	5:00 PM 12/17/2021	5:00 PM 12/16/2022	5:00 PM 12/15/2023
Fall - 1st 8 Weeks			
Classes Begin	8/30/2021	8/29/2022	8/28/2023
Census Date	9/7/2021	9/6/2022	9/5/2023
Final Exams	10/21-22/2021	10/20-21/2022	10/19-20/2023
Grades Due	10/25/2021	10/24/2022	10/23/2023
Fall - 2nd 8 Weeks			
Classes Begin	10/25/2021	10/24/2022	10/23/2023
Census Date	11/1/2021	10/31/2022	10/30/2023
Final Exams and End of Semester	12/15-16/2021	12/14-15/2022	12/13-14/2023
Grades Due	10:00 AM 12/17/2021	10:00 AM 12/16/2022	10:00 AM 12/15/2023
Fall Second Start	Fall 2021 2nd Start	Fall 2022 2nd Start	Fall 2023 2nd Start
Classes Begin	10/4/2021	10/3/2022	10/2/2023
Census Date	10/13/2021	10/12/2022	10/11/2023
Final Exams and End of Semester	12/15-16/2021	12/14-15/2022	12/13-14/2023
Grades Due	10:00 AM 12/17/2021	10:00 AM 12/16/2022	10:00 AM 12/15/2023
Winter Mini-Semester	Winter 2021-2022	Winter 2022-2023	Winter 2023-2024
Classes Begin	12/17/2021	12/16/2022	12/15/2023
Census Date	12/17/2021	12/16/2022	12/15/2023
Final Exams & End of Semester	1/6/2022	1/5/2023	1/4/2024
Grades Due	10:00 AM 1/10/2022	10:00 AM 1/9/2023	10:00 AM 1/8/2024

**GALVESTON COLLEGE ACADEMIC CALENDAR FY2023
AND PROPOSED ACADMIC CALENDAR FOR FY2024**

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Spring	Spring 2022	Spring 2023	Spring 2024
Begin Registration for Spring Classes	11/8/2021	11/7/2022	11/6/2023
Administrative Offices Reopen for the Spring	1/3/2022	1/3/2023	1/2/2024
General Assembly for Faculty & Staff	1/7/2022	1/6/2023	1/5/2024
Spring General Registration	1/10-12/2022	1/9-11/2023	1/8-10/2024
Late Registration	1/13-14/2022	1/12-13/2023	1/11-12/2024
MLK Day - College Closed	1/17/2022	1/16/2023	1/15/2024
Spring Classes Begin	1/18/2022	1/17/2023	1/16/2024
Last Day to Add/Drop	1/24/2022	1/23/2023	1/22/2024
Last Day for Add/Drop Financial Settlement	1/24/2022	1/23/2023	1/22/2024
Last Day to File for Spring Graduation	2/2/2022	2/1/2023	1/31/2024
12th Class Day (Spring Census Date)	2/2/2022	2/1/2023	1/31/2024
Last Day to Drop Without Receiving a 'W'	2/2/2022	2/1/2023	1/31/2024
Midterm	3/11/2022	3/10/2023	3/8/2024
Spring Break	3/14-18/2022	3/13-17/2023	3/11-15/2024
Good Friday Holiday	4/15/2022	4/7/2023	3/29/2024
Last Day to Withdraw with a 'W'	4/14/2022	4/14/2023	4/12/2024
Last Day to Submit an 'AWN'	4/14/2022	4/14/2023	4/12/2024
Begin Registration for Sum & Fall Classes	4/11/2022	4/10/2023	4/8/2024
Final Exams	5/5-11/2022	5/4-10/2023	5/2-8/2024
Grades Due	10:00 AM 5/12/2022	10:00 AM 5/11/2023	10:00 AM 5/9/2024
Graduation / Commencement	5/13/2022	5/12/2023	5/10/2024
Summer Work Hours Begin	5/16/2022	5/15/2023	5/13/2024

Spring - 1st 8 Weeks

Classes Begin	1/18/2022	1/17/2023	1/16/2024
Census Date	1/25/2022	1/24/2023	1/23/2024
Final Exams	3/10-11/2022	3/9-10/2023	3/7-8/2024
Grades Due	3/21/2022	3/20/2023	3/18/2024

Spring - 2nd 8 Weeks

Classes Begin	3/21/2022	3/20/2023	3/18/2024
Census Date	3/28/2022	3/27/2023	3/25/2024
Final Exams and End of Semester	5/10-11/2022	5/9-10/2023	5/7-8/2024
Grades Due	10:00 AM 5/12/2022	10:00 AM 5/11/2023	10:00 AM 5/9/2024

Spring Second Start

	Spr' 22 2nd Start	Spr '23 2nd Start	Spr '24 2nd Start
Classes Begin	2/21/2022	2/20/2023	2/19/2024
Census Date	3/2/2022	3/1/2023	2/28/2024
Final Exams and End of Semester	5/10-11/2022	5/9-10/2023	5/7-8/2024
Grades Due	10:00 AM 5/12/2022	10:00 AM 5/11/2023	10:00 AM 5/9/2024

**GALVESTON COLLEGE ACADEMIC CALENDAR FY2023
AND PROPOSED ACADMIC CALENDAR FOR FY2024**

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May Mini-Semester	May Mini Sem '22	May Mini Sem '23	May Mini Sem '24
Classes Begin	5/16/2022	5/15/2023	5/13/2024
Census Date	5/17/2022	5/16/2023	5/14/2024
Final Exams and End of Semester	6/2/2022	6/1/2023	5/30/2024
Grades Due	10:00 AM 6/6/2022	10:00 AM 6/5/2023	10:00 AM 6/3/2024

Summer (13 Week Summer Classes)			
Begin Registration for Sum & Fall Classes	4/11/2022	4/10/2023	4/8/2024
Classes Begin	5/16/2022	5/15/2023	5/13/2024
Memorial Day - College Closed	5/30/2022	5/29/2023	5/27/2024
Census Date	6/1/2022	5/31/2023	5/29/2024
College Closed - Juneteenth Observed	6/20/2022	6/19/2023	6/19/2024
College Closed - Independence Day Observed	7/4/2022	7/4/2023	7/4/2024
Final Exams and End of Semester	8/11/2022	8/10/2023	8/8/2024
Grades Due	10:00 AM 8/15/2022	10:00 AM 8/14/2023	10:00AM 8/12/2024

Summer I	Sum I 2022	Sum I 2023	Sum I 2024
Begin Registration for Sum & Fall Classes	4/11/2022	4/10/2023	4/8/2024
Memorial Day - College Closed	5/30/2022	5/29/2023	5/27/2024
Summer I General Registration	5/31-6/1/2022	5/30-31/2023	5/28-29/2024
Late Registration for Sum I Classes	6/2/2022	6/1/2023	5/30/2024
Summer I Classes Begin	6/6/2022	6/5/2023	6/3/2024
Last Day to Add/Drop & for Financial Settlement	6/7/2022	6/6/2023	6/4/2024
Census Date	6/9/2022	6/8/2023	6/6/2024
Last Day to Drop Without Receiving a 'W'	6/9/2022	6/8/2023	6/6/2024
College Closed - Juneteenth Observed	6/20/2022	6/19/2023	6/19/2024
Last Day to Withdraw with a 'W'	6/30/2022	6/29/2023	6/27/2024
College Closed - Independence Day Observed	7/4/2022	7/4/2023	7/4/2024
Summer I Final Exams	7/7/2022	7/6/2023	7/3/2024
Summer I Grades Due	10:00 AM 7/11/2022	10:00 AM 7/10/2023	10:00 AM 7/8/2024

Summer (10 Week Summer Classes)			
Begin Registration for Sum & Fall Classes	4/11/2022	4/10/2023	4/8/2024
Memorial Day - College Closed	5/30/2022	5/29/2023	5/27/2024
Summer I General Registration	5/31-6/1/2022	5/30-31/2023	5/28-29/2024
Late Registration for Sum I Classes	6/2/2022	6/1/2023	5/30/2024
Summer I Classes Begin	6/6/2022	6/5/2023	6/3/2024
Last Day to Add/Drop & for Financial Settlement	6/7/2022	6/6/2023	6/4/2024
Census Date	6/9/2022	6/8/2023	6/6/2024
College Closed - Juneteenth Observed	6/20/2022	6/19/2023	6/19/2024
College Closed - Independence Day Observed	7/4/2022	7/4/2023	7/4/2024
Last Day to Withdraw with a 'W'	8/4/2022	8/3/2023	8/1/2024
Return to Regular Work Hours	8/8/2022	8/7/2023	8/5/2024
Summer II Final Exams	8/11/2022	8/10/2023	8/8/2024
Summer II Grades Due	10:00 AM 8/15/2022	10:00 AM 8/14/2023	10:00AM 8/12/2024

Summer II	Sum II 2022	Sum II 2023	Sum II 2024
Begin Registration for Sum & Fall Classes	4/11/2022	4/10/2023	4/8/2024
Summer II General Registration	7/5-6/2022	7/3, 7/5/2023	7/1-2/2024
College Closed - Independence Day Observed	7/4/2022	7/4/2023	7/4/2024
Late Registration for Sum II Classes	7/7/2022	7/6/2023	7/3/2024
Summer II Classes Begin	7/11/2022	7/10/2023	7/8/2024
Last Day to Add/Drop & for Financial Settlement	7/12/2022	7/11/2023	7/9/2024
Census Date	7/14/2022	7/13/2023	7/11/2024
Last Day to Withdraw with a 'W'	8/4/2022	8/3/2023	7/11/2024
Return to Regular Work Hours	8/8/2022	8/7/2023	8/12/2024
Summer II Final Exams	8/11/2022	8/10/2023	8/8/2024
Summer II Grades Due	10:00 AM 8/15/2022	10:00 AM 8/14/2023	10:00 AM 8/12/2024

Consider Reappointment of Full-time Faculty

It is recommended that the following individuals be reappointed to the faculty of Galveston College for the fiscal year 2022-23.

Tenured Faculty

Michael P. Berberich
Dr. Larry W. Blomstedt
Dr. Conrad M. Breitbart
Dr. Laimutis Bytautas
Don F. Davison
Dr. Laura J. Davison
Daniel W. Fink
Dr. Daniel G. Gebreselasie
Clint A. Jones
Anna E. Lacy
Sandra L. Martinez
John C. Rimar

Dr. Srirajya L. Rudrabhatla
Dr. Ana M. Sanchez
Rodrigo Santoyo
John C. Stovall
Donna Swartz
Dr. David S. Wallace
Jesse T. Warren

Non-tenured Faculty

Tyree C. Bearden
Kristopher M. Blackmon
Courtney K. Cross
Diane M. Downes
Dr. Regina Durante
Jeffery B. Eubank
Shelia L. Fields
Melissa Gauna
Sandra E. Hayden
Judy R. Hembd
Angie B. Hoermann
Vicki L. Jernigan
Fouad E. Khoury
Mary E. Koebele
Daniel D. Limmer
James V. Love
Donique V. Lungs
Hong K. Mai
Shawn Matthews
Jeffrey P. McDonald

Paul J. Mendoza
Joan Moss
Dr. Alex- Giovanni Peniche-Trujillo
Dr. Kelley E. Pennell
Jaime F. Retiz
Crystal L. Robinson
John F. Rydlund
Michael D. Savoie
Anastasia Silvas
Barton L. Stephenson
Dr. Michael J. Stickney
Dr. Emily K. Stinemetz
Mary Anna Thomas
Melissa A. Tremont
Sandra Villarreal
Dr. Matthew W. Walker
Daryl J. Williams
Derrick J. Wyatt
Dr. Tirizia L. York

Non-tenured faculty based on continued grant funding:

Darin K. Larkin
Ashley C. Hart