

Agenda of Regular Meeting

The Board of Trustees Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District will be held June 22, 2022, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

One or more members of the Galveston ISD Board of Trustees may attend this meeting via video conference. Notice is given that Galveston ISD intends to conduct this meeting via video conference. Galveston ISD:

- Has provided online written notice containing a free-of-charge website link, as well as an electronic copy of any agenda packet, before conducting this meeting via video conference; specifically, the public may use the following free-of-charge website link: <https://www.gisd.org/site/Default.aspx? PageID=5397>; or a live broadcast on Channel 17.
- Has provided the public with access and a means to participate in the meeting, at 3904 Ave T Galveston, TX 77550; and
- Has provided the public with access to a recording of the meeting.

The subjects discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown.

The subjects discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown.

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
- 2) Pledge of Allegiance to the United States flag and the Texas flag.
- 3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting.
- 4) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

A) in the open meeting covered by the Notice upon the reconvening of the public meeting;
or

B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

- A) Personnel
- B) Consultation with Attorney
- C) Real Property

5) Reestablish the open meeting of the Galveston ISD Board of Trustees.	
6) District Reports	
A) Board Committee Reports	
1) Facilities/Finance Committee Chair- Mr. Johnny Smecca	
7) Financial Reports and Budget Update	4
8) CONSENT AGENDA - Action Items	
A) Consider approval of the minutes from the Special Board Meeting on May 17, 2022 and the Regular Board Meeting on May 18, 2022.	20
B) Consider approval of personnel resignations and recommendations with contracts.	25
C) Discuss and consider approval of payment of attorney fees.	26
D) Consider approval of Budget Amendments	28
E) Discuss and consider accepting donations in accordance with Board Policy CDC Local.	30
F) Consider approval of RFQ 2021-22-016, Surveying Services	32
G) Consider approval of RFQ 2021-22-017 Geotechnical Engineering, Environmental Assessment, & Construction Materials Testing	34
H) Consider approval of CSRFP# 2021-22-014, Disaster Restoration & Recovery Services, naming Mooring Recovery Services, Inc. as the Contractor of Record in the event of an emergency or natural disaster.	36
I) Discuss and consider year 3 of 3 renewal agreement of Instructure the Districts Learning Management System	38
J) Discuss and Consider Approval of an Interlocal Agreement between Santa Fe ISD and Galveston ISD to park GISD buses and other vehicles at their site during weather emergencies	46
K) Discuss and consider approval to give the superintendent hiring authority for the months of July and August 2022.	51
L) Discuss and consider the funding parameters, Interlocal Agreement and Memorandum of Understanding for the Coastal Alternative Program (CAP) for the 2022-2023 school year.	52
M) Discuss and consider approval of purchases exceeding \$50,000 for technology devices to support the implementation of the Moody Foundation Community Dyslexia Grant.	74
N) Discuss and Consider Approval of hiring Lockwood, Andrews, and Newnam, Inc. (LAN) as Bond Program Managers for Bond 2022 construction projects, delegating authority to the Superintendent to negotiate and execute the contract for an amount not to exceed \$7.4 million	76
9) REGULAR AGENDA- Action Items	
A) Discuss and consider approval of the 2022-2023 Salary Plan	118
B) AN ORDER AUTHORIZING THE ISSUANCE OF GALVESTON INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO	124

C) Consider approval of Procurement Methods for Bond 2022 Construction Projects including Ball High School, the Natatorium, Courville Stadium and Renovations to Weis Middle School

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- 10) Suggested Future Agenda Items
- 11) Board Comments
- 12) Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at _____

For the Board of Trustees

Financial Reports – Executive Summary, Board Meeting 06/22/2022

The following reports representing period ending 05/31/2022, are attached for your review:

Report No. 1 – General Fund revenue collected through the period totals \$88,338,763 or 89.3% of projected collections. For the same period in FY 2020-2021, revenue totaled \$80,945,009 or 90% of budgeted collections. See attachment B.

Report No. 2 – General Fund expenditures through the period totals \$52,348,785 or 49% of total projected expenditures. For the same period in FY 2020-2021, expenditures totaled \$52,728,440 or 54.4% of budgeted expenditures. See attachment C.

Report No. 3 – Cash and investment report. See attachment D.

Funds held by each financial institution at 05/31/2022 are as follows:

Moody Bank	\$8,765,135	Pledged securities \$11,000,000
Texas Class Investment Pool	\$56,082,927	N/A (Investment Pool)
Texas Range	\$14,333,120	N/A (Investment Pool)
Total	\$79,181,182	

Report No. 4 – Current ad valorem taxes, delinquent taxes, and penalties & interest collections through the period are as follows (See attachment E).

Fund	Budget	Amount Collected	% Collected
Maintenance & Operations	\$90,367,054	\$82,925,681	91.8%
Interest & Sinking (Debt Payment)	\$8,315,840	\$7,638,550	91.9%

For the same period in FY 2020-2021, collections were \$74,660,526 (94.2%) for M&O and \$7,599,446 (93.6%) for I&S.

Report No. 5 – Bond Summary Cover Sheet. See attachment F.

Report No. 6 - Bond Project Report, showing original bond project cost estimates (PBK) compared to actual bids/expenses. See Attachment G.

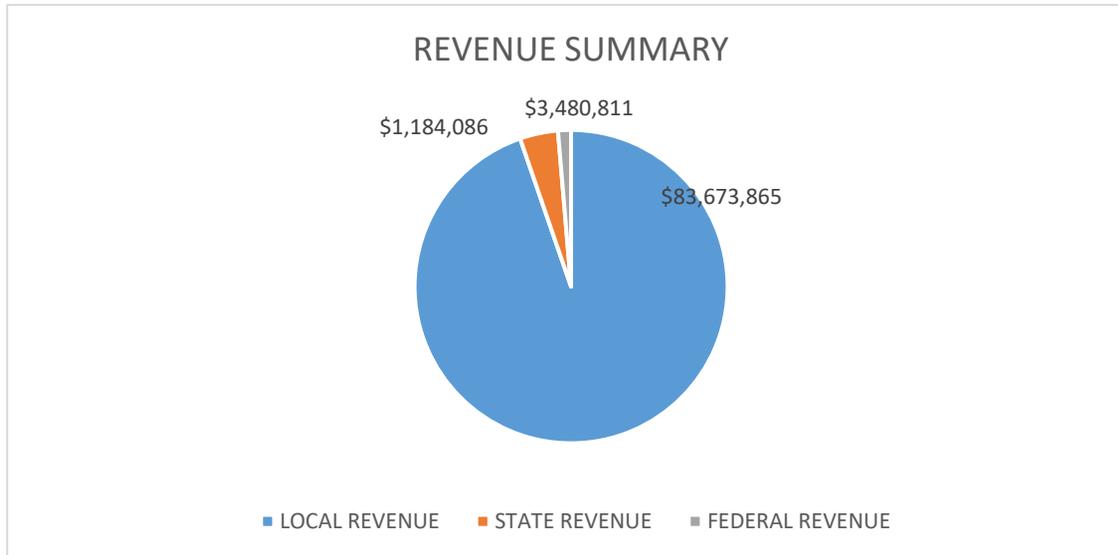
Report No. 7 – Vendors with aggregate purchases for FY 2021-2022 that exceed \$50,000. See attachment H.

Report No. 8 – Local vendor activity for FY 2021-2022 (zip codes 77550-77559). See attachment I.

Report No. 9 - Monthly Check Register. See attachment J.

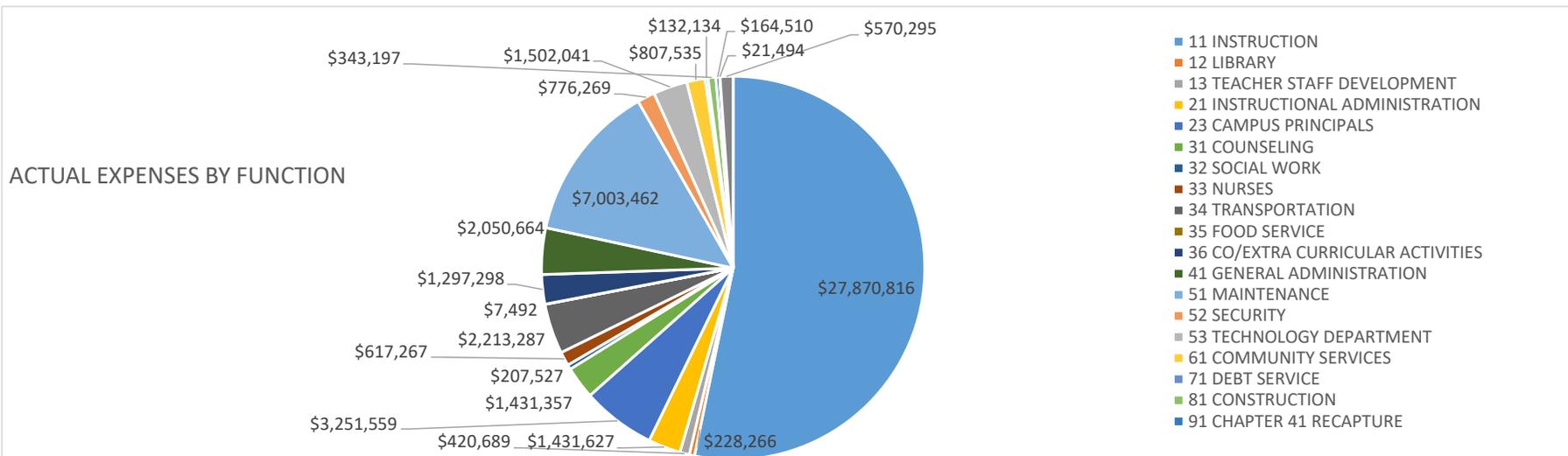
GALVESTON ISD
 GENERAL FUND REVENUES BY MAJOR OBJECT
 AS OF 05-31-2022

		2021-2022 Revised Budget	Monthly Receipts 05/31/2022	FYTD Activity 05/31/2022	2021-2022 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	\$ 91,341,144	\$ 1,215,133	\$ 83,673,865	\$ (7,667,279)
58--	STATE REVENUE	\$ 4,565,298	\$ 526,412	\$ 3,480,811	\$ (1,084,487)
59--	FEDERAL REVENUE	\$ 2,974,968	\$ 39,349	\$ 1,184,086	\$ (1,790,882)
79--	TRANSFERS IN	\$ 3,841,653	\$ -	\$ -	\$ (3,841,653)
---		\$ 102,723,063	\$ 1,780,894	\$ 88,338,763	\$ (14,384,300)
	% COLLECTED	89.3%			



GALVESTON ISD
GENERAL FUND EXPENDITURES BY FUNCTION
AS OF 05/31/2022

FC	Function	Rev Bud May 2021-2022	FYTD Activity May 2021-2022	Encumbered May 2021-2022	Expenses + Encumbered	Unencumbered Balance May 2021-2022
11	INSTRUCTION	\$ 39,544,075	\$ 27,870,816	\$ 165,639	\$ 28,036,455	\$ (11,507,620)
12	LIBRARY	\$ 350,032	\$ 228,266	\$ 6,010	\$ 234,276	\$ (115,756)
13	TEACHER STAFF DEVELOPMENT	\$ 851,814	\$ 420,689	\$ 9,405	\$ 430,094	\$ (421,720)
21	INSTRUCTIONAL ADMINISTRATION	\$ 2,128,969	\$ 1,431,627	\$ 5,567	\$ 1,437,194	\$ (691,775)
23	CAMPUS PRINCIPALS	\$ 4,531,409	\$ 3,251,559	\$ 149,427	\$ 3,400,986	\$ (1,130,423)
31	COUNSELING	\$ 2,165,125	\$ 1,431,357	\$ 12,711	\$ 1,444,068	\$ (721,057)
32	SOCIAL WORK	\$ 289,679	\$ 207,527	\$ 8,683	\$ 216,210	\$ (73,469)
33	NURSES	\$ 867,543	\$ 617,267	\$ 16,151	\$ 633,418	\$ (234,125)
34	TRANSPORTATION	\$ 3,339,509	\$ 2,213,287	\$ 69,326	\$ 2,282,613	\$ (1,056,896)
35	FOOD SERVICE	\$ 7,492	\$ 7,492	\$ -	\$ 7,492	\$ (0)
36	CO/EXTRA CURRICULAR ACTIVITIES	\$ 1,927,837	\$ 1,297,298	\$ 222,502	\$ 1,519,800	\$ (408,037)
41	GENERAL ADMINISTRATION	\$ 2,898,158	\$ 2,050,664	\$ 46,511	\$ 2,097,175	\$ (800,983)
51	MAINTENANCE	\$ 9,644,028	\$ 7,003,462	\$ 455,993	\$ 7,459,455	\$ (2,184,573)
52	SECURITY	\$ 1,214,278	\$ 776,269	\$ 23,162	\$ 799,431	\$ (414,847)
53	TECHNOLOGY DEPARTMENT	\$ 2,195,703	\$ 1,502,041	\$ (1,262,050)	\$ 239,991	\$ (1,955,713)
61	COMMUNITY SERVICES	\$ 1,077,634	\$ 807,535	\$ 229,474	\$ 1,037,009	\$ (40,625)
71	DEBT SERVICE	\$ 200,000	\$ 132,134	\$ 61,943	\$ 194,077	\$ (5,923)
81	CONSTRUCTION	\$ 2,680,174	\$ 343,197	\$ 803,795	\$ 1,146,992	\$ (1,533,182)
91	CHAPTER 41 RECAPTURE	\$ 30,047,660	\$ 164,510	\$ -	\$ 164,510	\$ (29,883,150)
93	PMTS TO FISCAL AGENT/SSA	\$ 27,500	\$ 21,494	\$ -	\$ 21,494	\$ (6,006)
99	APPRAISAL DISTRICT FEES	\$ 756,900	\$ 570,295	\$ 139,821	\$ 710,116	\$ (46,784)
--	COLUMN TOTALS	\$ 106,745,519	\$ 52,348,785	\$ 1,164,069	\$ 53,512,854	\$ (53,232,665)
	EXPENDITURES AS A % OF BUDGET		49.0%		50.1%	



GALVESTON INDEPENDENT SCHOOL DISTRICT
Cash and Investment Report for the Month Ending 5/31/22
For Board Meeting 6/22/22

Depository or Investment Pool	Account Name	Account Number	Type of Account	% Earned	4/30/22 Market Value	Changes to Market Value			5/31/22 Market Value
						Deposits	Withdrawals	ROI (net)	
Moody Bank	General Disbursement	xxxxxx601	Now Account	0.050%	\$ 4,925,824.72	\$ 13,562,688.00	\$ 13,421,374.92	\$ 313.32	\$ 5,067,451.12
Moody Bank	Activity Fund	xxxxxx627	Now Account	0.050%	\$ 251,208.57	\$ 73,142.78	\$ 74,724.84	\$ 17.11	\$ 249,643.62
Moody Bank	Child Nutrition	xxxxxx619	Now Account	0.050%	\$ 380,329.54	\$ 105,017.58	\$ 226,458.62	\$ 17.74	\$ 258,906.24
Moody Bank	Bond	xxxxxx056	Now Account	0.050%	\$ 97,440.70			\$ 4.01	\$ 97,444.71
Moody Bank	Debt Service Money Market	xxxxxx635	Money Market	0.300%	\$ 1,038,224.11			\$ 256.00	\$ 1,038,480.11
Moody Bank	Debt Service	xxxxxx049	Now Account	0.050%	\$ 23,172.12	\$ 2,030,000.00		\$ 37.10	\$ 2,053,209.22
Moody Bank	General Fund		12 Month CD	1.500%	\$ 2,000,000.00		\$ 2,030,000.00	\$ 30,000.00	\$ -
Moody Bank	Debt Service		12 Month CD	1.500%	\$ 2,000,000.00		\$ 2,030,000.00	\$ 30,000.00	\$ -
			Total Moody Bank:		\$ 10,716,199.76	\$ 15,770,848.36	\$ 17,782,558.38	\$ 60,645.28	\$ 8,765,135.02
	SECURITIES PLEDGED 11,000,000								
Texas Class	General Operating	xxxxxxxx01	Investment Pool	0.8130%	\$ 53,075,398.47	\$ 2,600,366.37	\$ 5,775,748.39	\$ 33,854.90	\$ 49,933,871.35
Texas Class	Debt Service	xxxxxxxx02	Investment Pool	0.8130%	\$ 2,760,966.38	\$ 95,130.63		\$ 1,942.05	\$ 2,858,039.06
Texas Class	Construction	xxxxxxxx03	Investment Pool	0.8130%	\$ 312.49			\$ 0.23	\$ 312.72
Texas Class	Activity	xxxxxxxx04	Investment Pool	0.8130%	\$ 409,752.50			\$ 283.03	\$ 410,035.53
Texas Class	Child Nutrition	xxxxxxxx05	Investment Pool	0.8130%	\$ 2,511,939.98	\$ 771,356.75	\$ 404,470.63	\$ 1,842.24	\$ 2,880,668.34
			Total Texas Class:		\$ 58,758,369.82	\$ 3,466,853.75	\$ 6,180,219.02	\$ 37,922.45	\$ 56,082,927.00
Texas Range	General Operating	XXXX-02	Investment Pool	0.68%	\$ 13,299,595.93			\$ 7,713.34	\$ 13,307,309.27
Texas Range	Debt Service	XXXX-04	Investment Pool	0.68%	\$ 208,674.88			\$ 121.02	\$ 208,795.90
Texas Range	Bond Construction	XXXX-05	Investment Pool	0.68%	\$ 108,639.18			\$ 63.01	\$ 108,702.19
Texas Range	Child Nutrition	XXXX-08	Investment Pool	0.68%	\$ 707,902.18			\$ 410.56	\$ 708,312.74
			Total Texas Range:		\$ 14,324,812.17	\$ -	\$ -	\$ -	\$ 14,333,120.10
			Total Cash & Investments		\$ 83,799,381.75	\$ 19,237,702.11	\$ 23,962,777.40	\$ 102,721.70	\$ 79,181,182.12

Long-term investments include unrealized gains/losses; therefore, "book value" is estimated value at maturity, as of this report date.
All cash, cash equivalents and other investments are in compliance with the GISD investment policy and also Texas Government Code, Chapter 2256.

Note: Texas Range formerly Texas Term

Connie Morgenroth, Assistant Superintendent for Business and Operations

GALVESTON ISD
TAX COLLECTIONS BY FUND
AS OF 05/31/2022

FUND	FUND	OBJ	OBJ	Revised Budget 2021-2022	FYTD Activity 2021-2022	May 2021-2022 Monthly Activity	2020-21 FYTD (UNDER)/Over Budget
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	\$ 87,694,702	\$ 81,619,730	\$ 925,052	\$ (6,074,972)
199	GENERAL FUND	5712	TAXES-DELINQUENT	\$ 1,622,352	\$ 653,129	\$ 41,396	\$ (969,223)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 1,050,000	\$ 652,822	\$ 64,318	\$ (397,178)
FUND TOTAL				\$ 90,367,054	\$ 82,925,681	\$ 1,030,766	\$ (7,441,373)
YTD AS A % OF BUDGET				91.8%			

FUND	FUND	OBJ	OBJ	Revised Budget 2021-2022	FYTD Activity 2021-2022	May 2021-2022 Monthly Activity	2020-21 FYTD (UNDER)/Over Budget
599	DEBT SERVICE FUND	5711	TAXES-CURRENT YEAR	\$ 8,073,481	\$ 7,511,280	\$ 85,163	\$ (562,201)
599	DEBT SERVICE FUND	5712	TAXES-DELINQUENT	\$ 149,359	\$ 64,625	\$ 3,956	\$ (84,734)
599	DEBT SERVICE FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 93,000	\$ 62,645	\$ 6,011	\$ (30,355)
FUND TOTAL				\$ 8,315,840	\$ 7,638,550	\$ 95,131	\$ (677,290)
YTD AS A % OF BUDGET				91.9%			

GALVESTON ISD
BOND FUND EXPENDITURE SUMMARY BY PROJECT & CENTER
FY 2021-2022 AS OF 05/31/2022

Bond authorization (including premium on bonds sold) ->	\$31,275,439.32
Rebates	\$232,153.53
Return on Investments	886,682.15
Total Available	\$32,394,275.00
Expended 2017-18	\$1,222,084.02
Expended 2018-19	\$15,037,128.42
Expended 2019-20	\$12,874,404.54
Expended 2020-21	\$2,996,982.54
Expended + Encumbered 2021-2022	\$248,782.59
Expended + Encumbered All Years	\$32,379,382.11
Balance	\$14,892.89
Expended + Encumbered % (of Total Available) ->	99.95%

*Reflects actual expenses and encumbrances in District software system.

*Lovenberg Trust - \$581,029.62 of middle school project expenditures were transferred from Bond 2018 fund to Lovenberg Trust fund.

Galveston ISD											
2018 Bond Construction Status by Project											
Row	A	B	C	D	E	F	G	H	I	J	K
	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK (Budget Bond Amount)	Difference	Project Status
1	SPOOR FIELD/TRACK	B01	\$1,377,659.00	\$82,659.54			\$19,716.65	\$1,480,035.19	\$1,765,125.00	\$285,089.81	Warranty
2	SECURITY VESTIBULES	B02	\$532,400.00	\$31,944.00			\$4,319.24	\$568,663.24	\$234,225.00	(\$334,438.24)	Warranty
3	BUS PURCHASES	B03	\$2,487,757.36	\$0.00			\$0.00	\$2,487,757.36	\$2,000,000.00	(\$487,757.36)	Closed
4	WHITE FLEET REPLACE VEHICLES	B04	\$606,143.23	\$0.00			\$0.00	\$606,143.23	\$500,000.00	(\$106,143.23)	Closed
5	TECHNOLOGY REPLACEMENT/UPGRADE	B05	\$2,020,674.92	\$0.00			\$0.00	\$2,020,674.92	\$2,000,000.00	(\$20,674.92)	Closed
6	SECURITY CAMERAS	B06	\$509,999.25	\$0.00				\$509,999.25	\$500,000.00	(\$9,999.25)	Warranty
7	Spoor field wireless for streaming	B06	\$2,250.00					\$2,250.00	\$0.00	(\$2,250.00)	closed
8	FLOORING	B07	\$253,389.50	\$0.00			\$0.00	\$253,389.50	\$358,425.00	\$105,035.50	Warranty
9	Flooring Abatement	B07	\$11,634.25					\$11,634.25	\$0.00	(\$11,634.25)	Closed
10	MEP Package 1 (Oppe, la Morgan, Oppe, parker)	B08	\$1,392,714.00	\$82,607.95		\$23,000.00	\$8,074.74	\$1,506,396.69	\$1,501,065.00	(\$5,331.69)	Warranty
11	MEP Package 2 (Oppe, parker)	B08	\$62,625.00	\$3,757.50				\$66,382.50	\$550,125.00	\$483,742.50	Warranty
12	MEP Package 3 (Central, San Jac, Alamo, Crenshaw)	B08	\$806,482.00	\$47,118.60				\$853,600.60	\$1,294,110.00	\$440,509.40	Warranty
13	MEP Package 4 (Crenshaw office unit, Admin, Austin, central)	B08	\$1,038,759.00	\$62,325.54				\$1,101,084.54	\$922,235.00	(\$178,849.54)	Punch
14	MEP Package 5 (ball fire pump, Weis insulation, Rosenberg water heater and water heater)	B08	\$122,060.00	\$7,081.80				\$129,141.80	\$162,797.00	\$33,655.20	Warranty
15	MEP Package 6 (Ball Cooling Tower and check valves, Rosenberg CHWP)	B08	\$499,684.00	\$29,415.00				\$529,099.00	\$842,535.00	\$313,436.00	Punch
16	MEP Transportation Package	B08	\$59,485.00	\$3,569.10				\$63,054.10		(\$63,054.10)	Warranty
17	MEP Water Treatment	B08	\$10,275.00	\$0.00				\$10,275.00		(\$10,275.00)	Closed
18	Ball - LED Theatrical Lighting Dimmer System	B08	\$188,622.00					\$188,622.00	\$162,000.00	(\$26,622.00)	Warranty
19	Ball Chiller Insulation Direct Work	B08	\$10,000.00					\$10,000.00	\$0.00	(\$10,000.00)	Closed
20	Parker - fire duct detectors	B08	\$5,414.05					\$5,414.05	\$0.00	(\$5,414.05)	Closed
21	REROOFING PHASE 1 (Scott, Central, Ball, Austin)	B09	\$2,060,700.89	\$123,821.70			\$2,992.46	\$2,187,515.05	\$2,190,275.00	\$2,759.95	Warranty
22	MARQUEES	B10	\$50,636.82					\$50,636.82	\$105,000.00	\$54,363.18	Closed
23	FUEL CANOPY - BUS BARN	B11	\$10,365.00					\$10,365.00	\$67,500.00	\$57,135.00	Closed
24	PARKER-REBUILD GYM	B15	\$3,438,845.68	\$206,737.41			\$67,745.27	\$3,713,328.36	\$3,723,975.00	\$10,646.64	Warranty
25	Parker Gym - FFE	B15	\$8,740.00					\$8,740.00	\$0.00	(\$8,740.00)	WIP
26	Parker Gym - Purchase Projector with Contractor Retainage Funds	B15	\$6,778.00					\$6,778.00	\$0.00	(\$6,778.00)	Warranty
27	LED Lighting Retrofit	B16	\$1,746,025.00					\$1,746,025.00	\$1,700,000.00	(\$46,025.00)	Warranty
28	LED Lighting Fixtures Transportation Storage	B16	\$9,666.00					\$9,666.00	\$0.00	(\$9,666.00)	Closed
29	Baseball and Softball Infield Turf	B17	\$634,520.00	\$38,071.20			\$10,968.78	\$683,559.98	\$685,707.73	\$2,147.75	Warranty
30	Baseball and Softball sprinkler work	B17	\$4,958.00					\$4,958.00	\$0.00	(\$4,958.00)	Closed
31	Baseball backstop padding	B17	\$4,750.00					\$4,750.00	\$0.00	(\$4,750.00)	Closed
32	Baseball concrete visitors dugout	B17	\$5,125.00					\$5,125.00	\$4,050.00	(\$1,075.00)	Closed
33	Softball backstop padding	B17	\$21,632.50					\$21,632.50	\$8,100.00	(\$13,532.50)	Closed

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Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK (Budget Bond Amount)	Difference	Project Status
34	Baseball roof replacement dugout, ticket	B17	\$7,697.23					\$7,697.23	\$0.00	(\$7,697.23)	Closed
35	NEW BUS WASH	B18	\$180,849.36	\$10,945.92				\$191,795.28	\$135,000.00	(\$56,795.28)	Closed
36	TEST DRINKING WATER	B19	\$40,460.00					\$40,460.00	\$40,500.00	\$40.00	Closed
37	Plumbing Repair	B19	\$10,620.00					\$10,620.00	\$0.00	(\$10,620.00)	Closed
38	BHS LECTURE HALL REPLCE SEATNG	B20	\$18,638.00					\$18,638.00	\$6,480.00	(\$12,158.00)	Closed
39	CRENSHAW IMPROVEMENTS (insulation, ramp, painting, wet glazing, soft sealants)	B21	\$676,595.00	\$40,105.86			\$770.37	\$717,471.23	\$678,575.00	(\$38,896.23)	punch
40	PBK Invoices Not Distributed to Projects	B22									
41	REFURBISH TENNIS COURTS	B24	\$247,240.00	\$14,834.40			\$3,640.59	\$265,714.99	\$263,250.00	(\$2,464.99)	Closed
42	Tennis Court Restroom Repair	B24	\$10,654.00					\$10,654.00	\$0.00	(\$10,654.00)	Closed
43	REPLACE DOOR HARDWARE	B25	\$64,820.05					\$64,820.05	\$68,850.00	\$4,029.95	Closed
44	Crenshaw Vestibule Door Hardware	B25	\$5,713.47					\$5,713.47	\$0.00	(\$5,713.47)	Closed
45	REROOFING PHASE 2 (Oppe, Alamo, Austin, Courville, Central, San Jac)	B27	\$2,196,163.14	\$134,358.43			\$793.02	\$2,331,314.59	\$2,669,895.00	\$338,580.41	Closed
46	Approved Direct Work from Retainage (CS Advantage) Central Gym Floor	b27	\$43,144.00					\$43,144.00	\$0.00	(\$43,144.00)	Closed
47	Roofing Repair Direct Contract Work	B27	\$58,526.12					\$58,526.12	\$0.00	(\$58,526.12)	Closed
48	Asbestos Abatement	B28	\$74,746.25					\$74,746.25		(\$74,746.25)	Closed
49	Baseball Backstop Netting (change order to DW Site Improvements)	B29 B32 B17	\$196,088.85					\$196,088.85	\$0.00	(\$196,088.85)	Closed
50	COURVILLE/DW SITE IMPROVEMENTS (baseball covered batting, baseball fence and soft sealants, softball backstop netting and soft sealants,oppe fence, la Morgan canopy, stadium press box windows, spalling repairs, la Morgan roof repair, la Morgan spalling repair, Central fence replacement)	B29 B32 B17	\$1,268,800.00	\$76,128.00			\$28,527.17	\$1,373,455.17	\$1,819,717.27	\$446,262.10	Closed
51	REROOFING PHASE 3 (Priority Repairs)Alamo, ball, Scott	B30	\$142,185.00	\$6,813.06				\$148,998.06	\$0.00	(\$148,998.06)	Closed
52	Tennis Court LED Lights (Electrical install)	B31	\$54,015.67					\$54,015.67	\$0.00	(\$54,015.67)	Warranty
53	Tennis Court LED Lights (Light Poles)	B31	\$284,400.00	\$17,064.00				\$301,464.00	\$0.00	(\$301,464.00)	Warranty
54	MEP Package 7 (Central MS)	B33	\$2,013,841.95	\$119,131.14				\$2,132,973.09	\$486,000.00	(\$1,646,973.09)	Warranty
55	REROOFING Project 3 (Rosenberg)	B34	\$1,395,809.70	\$83,748.60			\$5,909.88	\$1,485,468.18	\$1,406,700.00	(\$78,768.18)	WIP
56	MEP Package 9 (Rosenberg - change out a/c controls)	B35	\$100,340.00					\$100,340.00	\$434,565.00	\$334,225.00	Closed
57	MEP Package 8 (Annex change out D/X units)	B36	\$272,128.00	\$16,157.40				\$288,285.40	\$202,365.00	(\$85,920.40)	punch
58	Ball - Tie in 2 chill and 2 hot water loops	B37	\$352,023.00	\$22,374.96				\$374,397.96	\$433,350.00	\$58,952.04	Warranty
59	Ball - replace domestic water heater	B37	\$25,893.00					\$25,893.00	\$34,830.00	\$8,937.00	Warranty
60	District Wide Change out Exhaust Fans	B38	\$372,915.00	\$22,674.96				\$395,589.96	\$274,725.00	(\$120,864.96)	WIP
61	PBK Invoices Not Distributed to Projects 2	B39									
62	Crenshaw retrofit sprinkler heads	B40	\$19,630.73					\$19,630.73	\$10,000.00	(\$9,630.73)	Closed

Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK (Budget Bond Amount)	Difference	Project Status
63	White boards and bulletin Boards (Elementary)	B41	\$139,932.80					\$139,932.80	\$200,000.00	\$60,067.20	Closed
64	REROOF PHASE 4 (Admin, Annex, Parker, Weis)	B46	\$292,411.03	\$17,544.66			\$728.35	\$310,684.04	\$242,000.00	(\$68,684.04)	Punch
65	Elementary School Furniture	M28	\$113,266.80					\$113,266.80		(\$113,266.80)	Closed
66	Box Truck Warehouse/Band	M29	\$78,959.00					\$78,959.00	\$0.00	(\$78,959.00)	Closed
67	Softball and Baseball LED lighting Retrofit	B44	\$315,000.00					\$315,000.00	\$0.00	(\$315,000.00)	Warranty
68	Central / Weis Door Hardware Retrofit	B45	\$103,115.36					\$103,115.36	\$0.00	(\$103,115.36)	Closed
69	BOND-COST OF ISSUANCE/UW DISC	B97	\$275,439.32					\$275,439.32	\$0.00	(\$275,439.32)	Closed
70	Bank Fee's	L1R						\$90.00		(\$90.00)	
71	Unassigned	B99		\$0.00				\$0.00	\$286,788.00	\$286,788.00	
72	Parker Replace gym doors paint								\$29,160.00	\$29,160.00	Deleted
73											
74	Column Totals		\$31,452,832.28	\$1,300,990.73	\$0.00	\$23,000.00	\$154,186.52	\$32,931,099.53	\$31,000,000.00	(\$1,931,099.53)	
75	Bond Premium on Bonds Sold								\$275,439.32	\$275,439.32	
76	Rebates and investment revenues								\$1,127,194.42	\$1,127,194.42	
77	Lovenberg Fund 836 Funded Project B09									\$581,029.62	
78	Cumulative variance								\$32,402,633.74	\$52,563.83	

VENDORS THAT EXCEED \$50,000

VENDOR	AMOUNT
GALVESTON INSURANCE ASSOCIATES	1,911,415.97
GLAZIER FOODS COMPANY	1,364,858.99
MOODY EARLY CHILDHOOD CENTER	983,740.69
CAVALLO ENERGY TEXAS LLC	735,337.87
GALVESTON CENTRAL APPRAISAL DISTRICT	560,179.03
GALVESTON COLLEGE	509,590.79
TEEN HEALTH CENTER, INC	505,081.84
CFI MECHANICAL, INC.	463,792.46
FAMILY SERVICE CENTER OF GALVESTON COUNTY	398,165.77
CAREHERE LLC	292,951.07
BORDEN DAIRY	284,029.37
CHALLENGE OFFICE PROD INC	273,562.55
PETROLEUM TRADERS CORPORATION	273,062.11
DELL MARKETING LP	253,493.76
T-MOBILE USA, INC	239,395.98
AMAZON CAPITAL SERVICES	204,006.20
HARDIES	200,718.83
CITY OF GALVESTON	199,549.27
WEXFORD INC	197,500.00
COBURN SUPPLY CO	175,734.47
TEAL CONSTRUCTION COMPANY	172,890.01
UTMB AT GALVESTON OSP DEPT. 750	172,286.97
SKYWARD, INC	158,041.75
VLK ARCHITECTS, INC	138,605.24
MATERA PAPER COMPANY	124,040.21
STRATEGIC EQUIPMENT LLC	122,118.37
RAE SECURITY, INC.	121,114.00
COMMUNITIES IN SCHOOLS GALVESTON COUNTY, INC	120,000.00
VERNIER SOFTWARE & TECHNOLOGY, LLC	118,338.47
EDGENUITY INC	117,000.00
ACCELERATE LEARNING INC	107,861.34
HEINEMANN PUBLISHING	107,206.21
AT&T	105,759.41
BE A CHANGE, LLC	98,000.00
WELLS FARGO FINANCIAL SERVICES, LLC	95,244.48
GBCDHH	91,517.50
REGION 4 ESC BUSINESS OFFICE	90,131.38
APPLE COMPUTER, INC	88,674.99
ENTERGY	85,692.34
KLEEN SUPPLY CO	80,183.72
HOME DEPOT	75,426.75
NWEA	72,701.75
TEXAS GAS SERVICE	71,056.75
RICOH USA INC	68,854.10
IN CLASS TODAY, INC	67,280.00

VENDORS THAT EXCEED \$50,000

KICKSTART KIDS	65,000.00
MICRO INTEGRATION	63,647.50
THE ARTIST BOAT, INC.	63,483.52
REPUBLIC SERVICES #853	62,852.21
CONNECTION PUBLIC SECTOR SOLUTIONS	59,584.56
IMAGINE LEARNING INC	59,011.20
CENERGISTIC, LLC	58,975.00
PROJECT LEAD THE WAY	57,425.25
CRESCENT ELECTRIC	56,266.58
DICKINSON ISD	53,302.78
VEX ROBOTICS INC	53,083.11
JR JONES ROOFING	50,949.83
TOTAL	13,399,774.30

LOCAL VENDOR ACTIVITY FOR FY 2021-2022

A B SIGN SHOP	4,966.33	77551
A. SMECCA INC	17,271.68	77550
ADRIANA RENDON	158.29	77550
ALERT ALARMS	8,560.00	77550
ALEXANDRA VASUT	500.00	77551
ALEXANDRIA KNIGHT	1,000.00	77554
AMBITIOUS DESIGNS AND MORE	4,605.00	77550
AMERICAN NATIONAL INSURANCE COMPANY	5.50	77550
AMY NEBLETT	43.25	77554
ANASTASIA KUZMINA	1,000.00	77550
ARIEL MUNGUIA	500.00	77551
ASHLEIGH RENE REAGOR	1,000.00	77550
ASIA SUAYAN	500.00	77551
AYIANNA DESEANA ABNEY	1,000.00	77551
BASEL CHREIDI	1,000.00	77551
BEACHTOWN LAWN SERVICE, LLC	37,950.00	77554
BENNETT FLORAL	221.85	77550
BETTER PARKS FOR GALVESTON	300.00	77550
BLANCA RODRIGUEZ	112.00	77551
BOY SCOUTS OF AMERICA BAY AREA COUN	1,000.00	77551
BREEZEWAY CUSTOM SCREENPRINTIN	8,118.50	77551
BRIAN PATRICK KOVICH	500.00	77554
BROOK MILLER	461.11	77550
BROOME WELDING & MACHINE CO INC	108.00	77554
CALLIE WALKER CREATIVE	3,535.00	77554
CARAVAGELI VENTURES INCORPORATED	504.00	77550
CARLOS VELAZQUEZ	500.00	77550
CARRISA RODRIGUEZ	500.00	77551
CATHERINE SHELTON PICKAVANCE	878.75	77550
CATHY LEDOUX	151.20	77550
CAYLA CLAPP	112.00	77551
CERSON ALFARO MENDOZA	500.00	77550
CHALMERS HARDWARE & EMBROIDERY	10,983.35	77550
CHRISTIAN HARMAN	500.00	77550
CITY OF GALVESTON	199,549.27	77553
CLAIRA GARCIA	1,000.00	77551
CLASSIC AUTO GROUP	239.84	77554
CLASSIC FORD GALVESTON	2,132.40	77553
CLAY CUP STUDIOS	8,410.00	77550
COMMUNITIES IN SCHOOLS GALVESTON CO	120,000.00	77550
CONNIE MORGENROTH	64.00	77550
CORBIN SALAZAR	500.00	77550
CORINA MILLER	136.26	77550
COUNTY OF GALVESTON	23,111.81	77553
COURTNEY DOHRING	500.00	77551
DANIEL CISNEROS JR.	500.00	77551
DANIEL GONZALEZ	500.00	77551
DAVID H JR O'NEAL	743.24	77550

LOCAL VENDOR ACTIVITY FOR FY 2021-2022

DEBBIE PRAKER	49.26	77550
DIEGO AGUILAR	500.00	77551
DILL, LISA	142.40	77550
DONNA L WESTERN	60.93	77550
EDUARDO RAMOS	500.00	77550
EL NOPALITO RESTAURANT	850.00	77550
ELIZABETH BENNETT	139.10	77550
EMILY SHOTWELL	69.66	77550
ERIC MUELLER	125.93	77550
ESCAMILLA	3,500.00	77550
ETHAN CAESAR	500.00	77554
EVA BUI	500.00	77550
EYLEEN KARYME FUENTES	1,000.00	77550
FAMILY SERVICE CENTER OF GALVESTON	398,165.77	77550
FAS TRAC JOB TRAINING CENTER	8,781.00	77551
FASTSIGNS OF GALVESTON	7,798.65	77551
FELICIA MARIE BECHEL	120.00	77550
FLAMINGO GARDENS INC	13,000.00	77551
FULLEN CRANE SERVICE	320.00	77551
GALVESTON CHAMBER OF COMMERCE	4,850.00	77550-1501
GALVESTON COLLEGE	509,590.79	77550
GALVESTON COUNTRY CLUB	1,932.19	77554
GALVESTON COUNTY AUDITOR'S OFFICE (15,525.28	77553
GALVESTON COUNTY TAX-ASSESSOR	10,770.38	77550
GALVESTON ECONOMIC DEVELOPMENT PART	2,500.00	77553
GALVESTON FISHING PIER	1,000.00	77550
GALVESTON HISTORICAL FOUNDATIO	1,700.00	77550
GALVESTON INSURANCE ASSOCIATES	1,911,415.97	77552-6767
GALVESTON ISD ADMIN PRINT SHOP	3,565.08	77550
GALVESTON KIWANIS CLUB	115.00	77552
GALVESTON LIMOUSINE SERVICE	20,201.20	77552
GALVESTON PRINTING, LLC	945.00	77550
GALVESTON RENTALS, INC	654.50	77554
GALVESTON SYMPHONY ORCHESTRA	700.00	77552
GALVESTON VETERINARY CLINIC	763.02	77551
GALVESTONS OWN FARMERS MARKET	40,049.38	77553
GARVIN NOAH RABELAS POWELL	150.00	77550
GEORGIA SHERROD	89.35	77550
GISD CHILD NUTRITION	26,133.20	77550
GISD EDUCATIONAL FOUNDATION	21,783.50	77550
GRG CATERING INC	400.00	77550
GRIVA PATEL	500.00	77550
GULFSIDE O/H DOOR	585.00	77551
GYPSY JOYNT INC.	720.00	77550
HEAVEN BARRIENTOS	1,000.00	77551
HICKS CO, W U-HAUL	2,823.50	77554
HIDEAKI YAMAMOTO	500.00	77550
HOUSTON PIZZA VENTURES	175.80	77551

LOCAL VENDOR ACTIVITY FOR FY 2021-2022

IDEAL LUMBER CO	8,992.03	77552-0187
INDUSTRIAL MATERIAL CORP	3,411.57	77554
ISAAC ALEGRIA	1,000.00	77551
JACOB DAEHNKE	393.20	77550
JACOB GAMACHE GONZALELS	500.00	77554
JAKIRRAH JENKINS	500.00	77550
JAMARI CROOKS	5,000.00	77550
JANICE SHEAFFER	500.00	77550
JAYLINN CHAVEZ	1,000.00	77551
JEAN LANGEVINE	345.82	77550
JEFFREY J PUCCIARELLO	507.49	77551
JEFFREY POST	275.32	77550
JESSE GARZA	116.00	77550
JILLIAN NICOLE HESTER	1,000.00	77554
JOE TRAMONE REALTY INC.	300.00	77550
JOELLE R DONDONAY	1,000.00	77550
JORDYN PENDERGRASS	5,000.00	77551
JOSEPH ALEXANDER	6,000.00	77550
JOSHUA PLATT	339.03	77550
JOSHUA RAYSHON JONES	1,000.00	77551
JOSSIE QUINTANA	348.83	77550
JUDITH MCWILLIAMS	408.61	77550
JULIE SCHMID	44,800.00	77554
JULIE TOVAR	500.00	77551
KALEB A MILLER	1,000.00	77550
KARI MAHEALANI NANCE	1,000.00	77551
KATHLEEN DISPENSA	830.67	77550
KATHRYN JOBE	150.00	77551
KELLEY HULL	260.90	77550
KELLY CONTELLA	500.00	77551
KLEEN SUPPLY CO	80,183.72	77553
LAURA VAIL	136.00	77550
LEE ROY AMADOR	391.19	77550
LEON'S WORLD'S FINEST IN AND OUT B-	2,000.00	77551
LEONARDO CLARK	300.00	77550
LIBERTY L COX	1,100.00	77554
LILIAN STARR DUPONT	1,000.00	77551
LISA LELAND	366.49	77550
LISTER PLUMBING CO	15,926.40	77553
LONE STAR PIANOS	355.50	77550
LORI LEE WILLIAMSON	234.66	77550
MAINLAND FLORAL CO J MAISEL'S	1,048.40	77550
MARGERITA ASOCAR	150.00	77550
MARIA FUENTES	500.00	77551
MARIAH RAE ROBLES	1,000.00	77550
MARILU DIAZ-GARCIA	500.00	77550
MARTY'S CITY AUTO INC	5,279.78	77550
MARTY'S TOWING LLC	415.00	77550

LOCAL VENDOR ACTIVITY FOR FY 2021-2022

MARY JEAN SARGENT	325.00	77551
MARY JO NASCHKE	6,000.00	77550
MAYA AVILA-ROBBINS	500.00	77551
MELINDA QUIROGA KERSHAW	136.00	77551
MELISSA RUTH DESKINS	14,340.00	77551
MIA CARDENAS	1,000.00	77551
MIA DANIELLE ZAMARRON	500.00	77551
MICHAEL WHITMAN	1,628.00	77554
MICHELLE PROFITT	116.00	77551
MICHELLE STEPHENSON	1,080.00	77554
MIGUEL ANGEL ANDRADE III	500.00	77551
MOODY EARLY CHILDHOOD CENTER	983,740.69	77550
MOODY GARDEN CONVENTION CENTER AND	9,815.20	77554
MOODY GARDENS GOLF COURSE	6,693.75	77554
MOODY GARDENS INC	18,196.88	77554
NOA SEIGAL	1,300.00	77554
PARIS A TURNER	1,000.00	77550
PLEASURE PIER	2,513.10	77550
RAGE CAGE, LLC	120.00	77550
RAMON CARRILLO	500.00	77550
RAQUEL HERRERA	1,000.00	77551
REBECCA SILVA	125.44	77551
RENAE NICOLE HORTON	1,000.00	77550
RENARD SIMMONS, JR	5,000.00	77550
REPUBLIC PARTS CO	25,046.89	77550
ROBIN JOUGLARD	311.94	77550
RONALDO DE LA GARZA	1,000.00	77550
ROSALIE DALY	112.00	77551
ROTARY CLUB OF GALVESTON ISLAND	855.00	77552
ROUX HOUSE PRODUCTIONS	1,617.50	77550
SAMANTHA MALCHAR	1,220.00	77554
SAMANTHA SANDERS	261.34	77550
SARA BORCHGARDT	772.15	77550
SARA GABRIEL	1,300.00	77551
SCHLITTERBAHN GALVESTON ISLAND GALV	8,100.00	77554
SCOTTY'S OVERHEAD DOOR	11,360.00	77554
SEBASTIAN HERNANDEZ	1,000.00	77551
SELENA RAE CRUZ	500.00	77551
SHARA ARCHER	112.00	77551
SHARON PRAKER	49.26	77550
SHELLEY G KESSLER	70.00	77550
SHERWIN-WILLIAMS CO, THE	5,838.01	77551
SICILIAN BROTHERS INC, DBA GINOS IT	68.17	77551
SKYLER SALOIS	500.00	77554
SMART FAMILY LITERACY INC	5,500.00	77551
SMART FAMILY LITERACY INC	4,600.00	77551
SOFIA GRASSO	500.00	77551
SOFIA IXCOTOYAC	1,000.00	77550

LOCAL VENDOR ACTIVITY FOR FY 2021-2022

SOPHIA GARCIA	500.00	77551
STEFANY MARTINEZ	1,000.00	77550
STEPHANIE GARCIA	1,000.00	77551
STEVES WAREHOUSE TIRES	1,939.90	77551
STEWART'S PACKAGING INC	3,194.15	77550
SUNFLOWER BAKERY	315.95	77550
TEEN HEALTH CENTER, INC	505,081.84	77553
TER'NIQUE WELLS-WEBB	1,000.00	77551
THE ARTIST BOAT, INC.	63,483.52	77554
THE BRYAN MUSEUM	4,500.00	77550
THE CARTOON BOY	250.00	77550
THE SAN LUIS	1,460.34	77551
THE SPOT	486.75	77553
THIRD COAST R & D, INC.	27,000.00	77550
THOMAS THAT HO TON	1,000.00	77551
TIMIYA HILTON	5,000.00	77551
TOMYRA JACOBS	1,000.00	77550
TONY & BROS TOWING & REPAIR	300.00	77551
TOP GEAR	29,498.58	77551
TREASURE ISLAND TROPHIES	14,043.87	77551
TYLER POTHOS	5,000.00	77551
TYRUM CURRY	75.00	77550
UPWARD HOPE ACADEMY	49,999.92	77550
US POSTAL SERVICE	1,624.00	77550-9998
UTMB REHABILITATION SERVICES	24,000.00	77555-0596
VANESSA MUNOZ	1,000.00	77551
VIKKI CURRY	267.15	77550
VILLAGE HARDWARE	11,292.70	77551
WEST ISLE URGENT CARE	14,122.00	77551
WILLIAM LIVANEC	1,000.00	77550
WILLIAM WATTS	500.00	77554
YAGA TROPICAL CAFE, INC	5,344.80	77550
YARITSA CASTANEDA	500.00	77550
ZAHRAH EKTEFAEI	555.42	77550
ZULMA ORTIZ	500.00	77551
TOTAL	5,588,220.29	

Action Sheet

MEETING DATE:

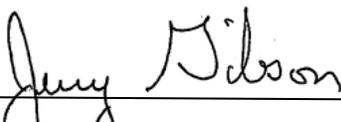
June 22, 2022

AGENDA ITEM:

Consider approval of the minutes from the Special Board Meeting on May 17, 2022 and the Regular Board Meeting on May 18, 2022.

RECOMMENDATION:

I move that the Board of Trustees approve the minutes from the Special Board Meeting on May 17, 2022 and the Regular Board Meeting on May 18, 2022.



Jerry Gibson
Superintendent

Minutes of Special Meeting

The Board of Trustees Galveston Independent School District

A Special meeting of the Board of Trustees of Galveston Independent School District was held May 17, 2022 at 6:00 PM, followed by the Finance Committee Meeting in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

Board members in attendance: Elizabeth Beeton, Tony Brown, Johnny Smecca and Mindy Lakin (via Teams from New Jersey)

Board members absent: David O'Neal, Shae Jobe, and Ann Masel

Staff in attendance: Matt Neighbors, Jeff Martello, Dyann Polzin, Vikki Curry, Dr. Jeff Post, John Pruitt, Michael Le, Connie Morgenroth, Dr. Jerry Gibson, Ian Rogers, Amy Bly

For a full recording: <https://gisd.viebit.com/index.php?folder=ALL>

Called to order at 6:09 by Tony Brown

- 1) Discuss and approve an order canvassing returns and declaring the results of a bond election held in Galveston Independent School District on May 7, 2022. --6:09 Results read by Elizabeth Beeton.

Proposition A: 3,874 VOTES FOR, 2,483 VOTES AGAINST

Proposition B: 3,548 VOTES FOR, 2,777 VOTES AGAINST

Proposition C: 3,836 VOTES FOR, 2,459 VOTES AGAINST

Proposition D: 3,795 VOTES FOR, 2,499 VOTES AGAINST

Proposition E: 3,302 VOTES FOR, 2,947 VOTES AGAINST

Mr. Brown motioned to accept votes presented by the county. Ms. Beeton second. All present in favor. 4-0-3

- 2) Adjournment --6:11

Minutes taken by: Amedia Bly

Approved on June 22, 2022

Mr. Tony Brown, President

Shae Jobe, Secretary

Minutes of Regular Meeting

The Board of Trustees Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District was held May 18, 2022, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

Board members present: Johnny Smecca, Elizabeth Beeton, David O'Neal, and Shae Jobe

Board members absent: Mindy Lakin, Tony Brown and Ann Masel

Staff Present: Jerry Gibson, Connie Morgenroth, Dyann Polzin, Matthew Neighbors, Annette Scott, Vikki Curry, Jeff Post, Michael Dudas, Bennight, Karin Miller, John Pruitt, Brittany Viegas, Ian Rogers and Amy Bly

For a full recording: <https://gisd.viebit.com/index.php?folder=ALL>

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. —6:01
- 2) Pledge of Allegiance to the United States flag and the Texas flag. —6:01
- 3) Citizenship Awards Presentations —6:02 *presented by Dr. Scott, Dr. Gibson and Board members. Favor Eremhen from Moody, Emily Hernandez from Burnet, Shane Holmes from Morgan, Yarity Lopez Veliz from Oppe. Royal Fontenot from Parker, Lola Scott from Rosenberg, Aubree Pierce from Crenshaw, Edwin Rodriguez Jr from Austin, Steven Robles Bonilla from Central, Hillary Catarino from Collegiate, Zoe Dorrell from AIM MS, Nathaniel Bracewell from AIM HS, and Zaid Garcia Carrillo from Ball.*
- 4) Bond Presentation —6:09 *Presentation given by Matt Hay and members of Galveston RISE. He thanked Mr. Dudas and shared comments given to him by the community. The PAC presented a check with the balance of the money raised to the Galveston Educational Foundation. Comments by board members.*
- 5) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting. —6:26 *No requests received.*
- 6) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E. —6:26

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

A) in the open meeting covered by the Notice upon the reconvening of the public meeting;
or

B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

A) Personnel

B) Consultation with Attorney

C) Real Property

- 7) Reestablish the open meeting of the Galveston ISD Board of Trustees. —7:46

- 8) District Reports —7:46 *Dr. Gibson introduced Erich Kreiter, new director of Facilities and Bob Jones as the new Athletic Director.*
- A) Superintendent's Report —7:52 *Dr. Gibson gave his "Constituent Report." Parker Elementary was granted \$5,000 by the Barbara Bush Foundation for books. Dr. Gibson reminded the community about input for Ball Launch and gave upcoming dates.*
 - B) MECC Quarterly Report —7:57 *Report given by director, Karin Miller.*
 - C) Young Gardeners Program —8:01 *Not given*
 - D) GEF Annual Report —8:01 *Report given by director, Brittany Viegas*
 - E) Board Committee Reports —8:05 *Ann Masel was absent and Connie Morgenroth gave finance committee report with financial report.*
 - 1) Curriculum Committee Chair- Ms. Ann Masel
 - 2) Finance Committee Chair- Mr. Johnny Smecca
- 9) Financial Reports and Budget Update —8:06 *Report given by Connie Morgenroth*
- 10) CONSENT AGENDA - Action Items —8:11 *Motion to approve by Elizabeth Beeton. Second by Jobe. All present in favor.*
- A) Consider approval of the minutes from the Regular School Board Meeting on April 20, 2022 and the Special Meeting on May 11, 2022.
 - B) Consider approval of personnel resignations and recommendations with contracts.
 - C) Discuss and consider approval of payment of attorney fees.
 - D) Consider approval of Budget Amendments
 - E) Discuss and consider adoption of Board Operating Procedures.
 - F) Consider Approval of Architect's Fees for Central Middle School Renovation Project
 - G) Discuss and Consider Approval of Priority Roofing Repairs not to exceed \$461,393.49
 - H) Discuss and consider approval of Omnia Partners' Master Intergovernmental Cooperative Purchasing Agreement
 - I) Discuss and consider Purchase of Chromebooks in an amount not to exceed \$1,289,908.22 using ECF Grant Funds
 - J) Consideration of Resolution Accepting an Offer and Approving the Sale of a Tax Foreclosed Property Located on Bolivar Peninsula
 - K) Discuss and consider approval of naming Crenshaw's new outdoor classroom after William Heuman, long time, past principal of Crenshaw.
 - L) Discuss and consider the approval of the School Action Fund Resolution to Meet the Requirements of a Campus Redesign with the Blended Learning Model
 - M) Discuss and consider approval of memo-of-understanding (MOU) with Moody Early Childhood Center (MECC) for reimbursement of allowable summer-program expenditures, funded by Generation Moody TORKIDS/PREP Grant, not to exceed \$85,000.
 - N) Discuss and consider approval of a Memorandum of Understanding between Galveston Independent School District and Galveston College for College Preparatory Courses.
 - O) Discuss and consider approval of a Memorandum of Understanding between Galveston Independent School District and Galveston College for the provision of Dual Credit/Early Admission Courses for Ball High Students.
 - P) Discuss and Consider Approval of Bond Underwriting Pool
 - Q) Discuss and consider adoption of Reimbursement Resolution #5 Expressing Intent To Reimburse Certain Expenditures Related To Architect Fees For Central MS Renovations, District-Wide Roofing Repairs, and Parker Elementary AHU Project

11) REGULAR AGENDA- Action Items —8:11 None

12) Suggested Future Agenda Items —8:11 None

13) Board Comments —8:12

David O'Neal – Attended the Sport banquet and Top 50 Student ceremony. Wanted to remind the community that Baccalaureate is the next night.

Shae Jobe – Also attended the Athletic Banquet. He commented on the growing numbers in many sports and he was encouraged by how many students are involved in sports.

Johnny Smecca – Commented that the professional Players Association mentioned that 57 total Ball high alumni are professional athletes and congratulated twins, Tristan and Zion McCullough. They will be playing for Tampa Bay and the Houston Texans.

14) Adjournment —8:15

Minutes taken by: Amedia Bly

Approved on June 22, 2022

Mr. Tony Brown, President

Shae Jobe, Secretary

Action Sheet

MEETING DATE:

June 22, 2022

AGENDA ITEM:

Discuss and consider approval of personnel resignations and recommendations with contracts.

Under Separate Cover

RECOMMENDATION:

I move that the Board of Trustees approve personnel resignations and recommendations with contracts.



Jerry Gibson
Superintendent

Action Sheet

MEETING DATE:

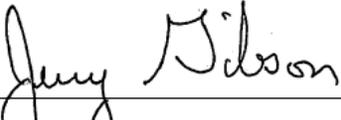
June 22, 2022

AGENDA ITEM:

Discuss and consider approval of payment of attorney fees.

The Board has directed that attorney fees incurred by the district be brought for approval before payments are made. The district is in receipt of invoices from:

Thompson and Horton: \$12,430.03 Invoice #50575 June 9, 2022 for May



Jerry Gibson
Superintendent

								2021-22	2021-22	2021-22	Encumbered	Unencumbered		
								<u>Original Budget</u>	<u>Revised Budget</u>	<u>FY Activity</u>	<u>Amount</u>	<u>Balance - FY Act</u>		
FND	T	FC	OBJ	SO	ORG	F	PI	LOC	OBJ					
XXX	E	--	62--	--	---	--	---	---	CONTRACTED SERVICES	105,000.00	120,000.00	83,562.22	18,941.25	17,496.53
Grand Expense Totals								105,000.00	120,000.00	83,562.22	18,941.25	17,496.53		

Number of Accounts: 1

***** End of report *****

Action Sheet

MEETING DATE:

June 22, 2022

AGENDA ITEM:

Discuss and consider approval of monthly Budget Amendment (Under separate cover.)

RECOMMENDATION:

I move that the Board of Trustees approve the budget amendment, as presented.



Dr. Jerry Gibson
Superintendent



Connie Morgenroth
Asst. Superintendent of Business and Operations

**GALVESTON Independent School District
2021-2022 Proposed Budget Amendment
June 2022**

	General Fund			Food Service Fund			Debt Service Fund		
	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget
Revenues									
Local & Intermediate Sources	\$ 91,341,144	\$ 2,929	\$ 91,344,073	\$ 390,000	\$ -	\$ 390,000	\$ 8,336,022	\$ -	\$ 8,336,022
State Program Revenues	\$ 4,565,298	\$ 256,052	\$ 4,821,350	\$ 18,000	\$ -	\$ 18,000	\$ 59,978	\$ -	\$ 59,978
Federal Program Revenues	\$ 2,974,968	\$ -	\$ 2,974,968	\$ 5,050,000	\$ -	\$ 5,050,000	\$ -	\$ -	\$ -
Other Resources/ Operating Transfer In (ESSER II Grant)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 98,881,410	\$ 258,981	\$ 99,140,391	\$ 5,458,000	\$ -	\$ 5,458,000	\$ 8,396,000	\$ -	\$ 8,396,000

Function									
11	Instruction	\$ 39,451,865	\$ 300,915	\$ 39,752,780					
12	Instructional Resources	\$ 350,032	\$ (2,000)	\$ 348,032					
13	Curriculum & Inst Staff Dev	\$ 941,423	\$ (14,423)	\$ 927,000					
21	Instructional Leadership	\$ 2,089,069	\$ (3,856)	\$ 2,085,213					
23	School Leadership	\$ 4,531,409	\$ (1,000)	\$ 4,530,409					
31	Guidance/Counseling	\$ 2,165,126	\$ -	\$ 2,165,126					
32	Social Work Services	\$ 289,679	\$ -	\$ 289,679					
33	Health Services	\$ 867,543	\$ -	\$ 867,543					
34	Student Transportation	\$ 3,339,509	\$ 2,929	\$ 3,342,438					
35	Food Services	\$ 7,492	\$ -	\$ 7,492	\$ 5,555,240	\$ -	\$ 5,555,240		
36	Extracurricular Activities	\$ 1,927,837	\$ (3,584)	\$ 1,924,253					
41	General Administration	\$ 2,940,658	\$ -	\$ 2,940,658					
51	Maintenance and Operations	\$ 9,644,028	\$ -	\$ 9,644,028	\$ 558,985	\$ -	\$ 558,985		
52	Security and Monitoring	\$ 1,214,278	\$ 32,841	\$ 1,247,119					
53	Data Processing Services	\$ 2,195,704	\$ -	\$ 2,195,704					
61	Community Services	\$ 1,077,634	\$ -	\$ 1,077,634					
71	Debt Service	\$ 200,000	\$ -	\$ 200,000			\$ 7,690,000	\$ -	\$ 7,690,000
81	Construction	\$ 2,680,174	\$ 100,000	\$ 2,780,174					
91	Recapture Payment	\$ 30,047,660	\$ -	\$ 30,047,660					
93	Shared Services	\$ 27,500	\$ -	\$ 27,500					
99	Intergovernmental Charges	\$ 756,900	\$ -	\$ 756,900					
TOTAL		\$ 106,745,520	\$ 411,822	\$ 107,157,342	\$ 6,114,225	\$ -	\$ 6,114,225	\$ 7,690,000	\$ -

Function		Function	
11	\$ 14,423	34	\$ 2,929
	\$ 3,584	Increase for Vehicle Repair offset by Insurance reimbursement	
	\$ 6,856	TOTAL	\$ 2,929
	\$ 20,000		
	\$ 256,052	36	\$ (3,584)
TOTAL	\$ 300,915	Transfer funds to pay for instrument repairs	
		TOTAL	\$ (3,584)
12	\$ (2,000)	52	\$ 32,841
TOTAL	\$ (2,000)	Increase for physical security assessment	
		TOTAL	\$ 32,841
13	\$ (14,423)	81	\$ 100,000
TOTAL	\$ (14,423)	Bond Program Manager	
		TOTAL	\$ 100,000
21	\$ (3,856)		
TOTAL	\$ (3,856)		
23	\$ (1,000)		
TOTAL	\$ (1,000)		

Signed: _____
Board President

Action Sheet

MEETING DATE:

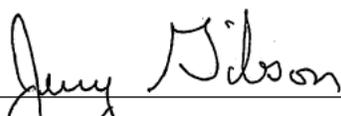
June 22, 2022

AGENDA ITEM:

Discuss and consider approval of donations
in accordance with Board Policy CDC Local

RECOMMENDATION:

I move that the Board accept the donations,
as presented.



Dr. Jerry Gibson
Superintendent



Connie Morgenroth
Asst. Superintendent of Business and Operations

**Galveston Independent School District
Donations for May 2022**

Date	Recipient	Giver	Gift
5/11/2022	Weis Middle School	Brett Kirkpatrick	Baby Grand Piano
5/11/2022	Galveston ISD Fine Arts	Brett Kirkpatrick	Bb Clarinet
5/11/2022	Galveston ISD Fine Arts	Brett Kirkpatrick	Violin
5/31/2022	STEAM Bus	Ippolito Foundation	\$ 10,000.00
Total			\$ 10,000.00

Without generous support from donors such as these, many school projects would not be accomplished. The Board of Trustees and the schools express their thanks.

Action Sheet

MEETING DATE: June 22, 2022

AGENDA ITEM: Consider approval of RFQ 2021-22-016, Surveying Services

In May 2022, proposals were requested under Request for Qualifications (RFQ) 2021-22-016, Surveying Services, due June 7, 2022. Proposals were submitted by two vendors, Landtech and KFW. Galveston ISD solicited proposals from its current vendor list and advertised appropriately in the Galveston Daily News on two separate listings. GISD sought qualifications from qualified firms for the provision of professional engineering services associated with Surveying Services (characterized generally as Boundary and Topographic Surveying services). The District recommends both Landtech and KFW be selected, as both have experience in the scope of work proposed. Per the terms of the RFQ, GISD may elect to utilize these vendors for a period of one (1) year from date of award, with four (4), one (1) year options to renew. The maximum duration of any contract resulting from this procurement is a total of five (5) years.

RECOMMENDATION: I move that the Board of Trustees approve RFQ 2021-22-016, Surveying Services, naming Landtech and KFW as two firms that GISD may utilize during the terms of the noted timeline within RFQ 2021-22-016.



Dr. Jerry Gibson
Superintendent



Connie Morgenroth
Assistant Superintendent of Business & Operations

EVALUATION MATRIX

Percentage of Score	Weight Criteria	KFW	Land Tech
25%	Firm Experience	25	25
25%	Project Engineer Experience	25	25
25%	Proposed Team	25	25
10%	Past Performance	8	10
15%	Quality of Services	13	15
100%	TOTAL POINTS	96	100

Action Sheet

MEETING DATE: June 22, 2022

AGENDA ITEM: Consider approval of RFQ 2021-22-017 Geotechnical Engineering, Environmental Assessment, & Construction Materials Testing

In May 2022, proposals were requested under RFQ 2021-22-017 Geotechnical Engineering, Environmental Assessment, & Construction Materials Testing, due June 7, 2022. Proposals were submitted by nine (9) vendors: Alpha Testing, Braun Intertec, Raba Kistner, Terracon, Geotech Engineering & Testing, ERC, HVJ Associates, Associated Testing Laboratories, and Intertek PSI. Galveston ISD solicited proposals from its current vendor list and advertised appropriately in the Galveston Daily News on two separate listings. GISD sought qualifications from qualified vendors for professional engineering services associated with Testing Lab Services (characterized generally as Geotechnical Engineering, Environmental Assessment, and Construction Materials Testing). GISD may elect to utilize for a period of one (1) year from date of award, with four (4), one (1) year options to renew. The maximum duration of any contract resulting from this procurement is a total of five (5) years.

RECOMMENDATION: I move that the Board of Trustees approve RFQ 2021-22-017 Geotechnical Engineering, Environmental Assessment, & Construction Materials Testing, naming the following nine (9) vendors as firms to choose from during the terms of the noted timeline within RFQ 2021-22-017: Alpha Testing, Braun Intertec, Raba Kistner, Terracon, Geotech Engineering & Testing, ERC, HVJ Associates, Associated Testing Laboratories, and Intertek PSI.



Dr. Jerry Gibson
Superintendent



Connie Morgenroth
Assistant Superintendent of Business & Operations

Percentage of Score	Weight Criteria	Terracon	Raba Kistner	Braun Intertec	Alpha Testing	PSI	HVJ	ERC	Associated Testing Lab	Geotech Engineering & Testing
25%	Firm Experience	25	25	25	25	25	25	25	25	25
25%	Project Engineer Experience & Qualifications	25	25	25	25	25	25	25	25	25
25%	Proposed Team	25	25	25	25	25	25	25	25	25
10%	Past Performance as evaluated by Clients/ Owners/ Contractors	10	10	10	10	10	8	8	8	8
15%	Quality of Services	15	15	15	15	15	13	13	13	13
100%	TOTAL POINTS	100	100	100	100	100	96	96	96	96

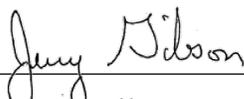
Action Sheet

MEETING DATE: June 22, 2022

AGENDA ITEM: Consider approval of CSRFP# 2021-22-014, Disaster Restoration & Recovery Services, naming Mooring Recovery Services, Inc. as the Contractor of Record in the event of an emergency or natural disaster.

In May 2022, proposals were requested under CSRFP# 2021-22-014, Disaster Restoration & Recovery Services, due June 7, 2022. Proposals were submitted by one vendor, Mooring Recovery Services, Inc. (Mooring USA). Galveston ISD solicited proposals from its current vendor list and advertised appropriately in the Galveston Daily News on two separate listings. Mooring USA has experience in the scope of work proposed and listed the following projects as past examples of their service performance: Vidor ISD, San Jacinto Community College District, Stephen F. Austin State University, Cameron Parish, and Caldwell ISD.

RECOMMENDATION: I move that the Board of Trustees approve CSRFP# 2021-22-014, Disaster Restoration & Recovery Services, naming Mooring Recovery Services, Inc. as the Contractor of Record in the event of an emergency or natural disaster.



Dr. Jerry Gibson
Superintendent



Connie Morgenroth
Assistant Superintendent of Business & Operations

Percentage of Score	Weight Criteria	Mooring
30%	1. Cost	20
25%	2. Reputation of Vendor and of vendor's goods/services	22
20%	3. The extent to which the goods/services meet the District's needs	20
25%	4. Quality of vendor's goods/services	23
100%	TOTAL POINTS	85

Action Sheet

MEETING DATE:

June 22, 2022

AGENDA ITEM:

Discuss and consider year 3 of 3 renewal agreement of Instructure the Districts Learning Management System

Original Board approval issued on August 5, 2020. The Canvas Learning Management System is used in Galveston ISD by Pre-K – 12 teachers and students. Canvas is in an easy to use cloud-based learning management system that connects all the digital tools and resources teachers use into one simple place. It integrates seamlessly with hundreds of apps, empowering teachers and students with countless tools to make teacher and learning easily accessible. The District would like to renew year 3 of its current contract with Instructure, as the LMS system best meets the needs of the District’s teachers, students and parents.

The first year cost to the District was \$60,382.65 which allowed for 7,650 users. The second year cost is \$63,167.25, and year 3’s cost is \$66,250.20. The total 3 year cost, including implementation, will be \$189,800.10.

ESSER III will cover this year’s cost of \$66,250.20.

RECOMMENDATION:

I move the Board of Trustees approve the renewal of Canvas Learning Management System through Instructure.



Jerry Gibson
Superintendent



Annette Scott
Assistant Superintendent for
Student Support



Department of Grant Compliance and Administration Justification/Documentation of Allowable Use of ESSER Funds

Complete this form to document the expenditure of ESSER funds on an allowable activity that meets the intent and purpose of the ESSER grants. As defined by the US Department of Education, the intent and purpose of the ESSER grants is to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

The activity documented with this form may be funded with any ESSER grant funds (ESSER I, II, III, or a combination of those). One activity may be documented per form.

Maintain this document at the local level for audit and monitoring purposes. Do not submit this form to TEA unless the agency specifically requests it as part of the compliance review process.

Name of Grantee CDN

Activity

Describe the activity to be paid with ESSER funds.

Check the appropriate box(es) to indicate the fund(s) that will be used to pay for the activity:

- ESSER I funds will be used. ESSER II funds will be used. ESSER III funds will be used.

Statutory Intent

Describe how the activity meets the grant program's intent (listed above).

Reasonable and Necessary

For each box checked above (ESSER I, II, or III), describe how the activity is reasonable and necessary.

Statutorily Allowable Use

Per USDE, ESSER funds may be expended for any statutorily allowable activity under any of the three statutes. For each box checked above (ESSER I, II, or III), list the statutorily allowable activity that your expenditure aligns with.

Certification

Name and Title of Authorized Official

Signature of Authorized Official and Date _____



Services Order Form

Order #: Q-119238-2
 Date: 2020-08-11
 Offer Valid Through: 2020-08-01

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Galveston Independent School District

Address: P O Box 660
 City: Galveston
 State/Province: Texas
 Zip/Postal Code: 77553
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: Kelli Moulton
 Email: kellimoulton@gisd.org
 Phone: (409) 766-5121

Primary Contact

Name: Kelli Moulton
 Email: kellimoulton@gisd.org
 Phone: (409) 766-5121

In Process

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2020-09-01	2021-08-31	User	7,650	USD 5.77	USD 44,140.50
24x7 Tier 1 Support (Faculty Only)	2020-09-01	2021-08-31	30% of Subscription (Minimums Apply)	1	USD 13,242.15	USD 13,242.15
Canvas Subscription Training - Annual Unlimited	2020-09-01	2021-08-31	% of subscription (Minimums Apply)	1	USD 3,000.00	USD 3,000.00
Recurring Sub-Total						USD 60,382.65
Year 1 Total						USD 60,382.65

Year 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-09-01	2022-08-31	User	7,650	USD 6.05	USD 46,282.50
24x7 Tier 1 Support (Faculty Only)	2021-09-01	2022-08-31	30% of Subscription (Minimums Apply)	1	USD 13,884.75	USD 13,884.75

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Subscription Training - Annual Unlimited	2021-09-01	2022-08-31	% of subscription (Minimums Apply)	1	USD 3,000.00	USD 3,000.00
Recurring Sub-Total						USD 63,167.25
Year 2 Total						USD 63,167.25

Year 3						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-09-01	2023-08-31	User	7,650	USD 6.36	USD 48,654.00
24x7 Tier 1 Support (Faculty Only)	2022-09-01	2023-08-31	30% of Subscription (Minimums Apply)	1	USD 14,596.20	USD 14,596.20
Canvas Subscription Training - Annual Unlimited	2022-09-01	2023-08-31	% of subscription (Minimums Apply)	1	USD 3,000.00	USD 3,000.00
Recurring Sub-Total						USD 66,250.20
Year 3 Total						USD 66,250.20
Grand Total:						USD 189,800.10

Deliverable	Description	Expiration
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is tax exempt: <u>Yes</u> <i>Please email any/all exemption certifications to ar@instructure.com.</i>
Please Enter (Yes or No): <u>Yes</u>	
If yes, please enter PO Number: <u>9002000628</u>	

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Galveston Independent School District

Signature:	 <small>2B20712EA06941C...</small>
Name:	<u>Kelli Moulton</u>
Title:	<u>Superintendent</u>
Date:	<u>8/11/2020</u>

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure Terms and Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. ("**Instructure**") to the entity identified in the Order Form ("**Customer**"). An "**Order Form**" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "**Agreement**." Instructure and Customer are referred to in this Agreement each as a "**party**" and together as the "**parties**."

1. Service. Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "**Service**"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("**Support**") pursuant to the terms described on the Order Form. For purposes of this Agreement, "**User**" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

2. Customer Restrictions. Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("**API**") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.

3. Customer Responsibilities. Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "**AUP**"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.

4. Representations. Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

5. Instructure Warranties. Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUMENT IN THIS SECTION 5.

6. Fees. As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

7. Service Standard. Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. Compliance. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

9. Customer Content. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.

10. Data Use. Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

11. Third-Party Services. Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.

12. Limitation of Liability. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13. Confidentiality. Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. . For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information.

14. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**"

means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

15. Term and Termination. The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

16. Suspension of Service. Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to

provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

17. Indemnification.

17.1 Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.

17.2 The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

18. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Updated 02/2020

Action Sheet

MEETING DATE:

June 22, 2022

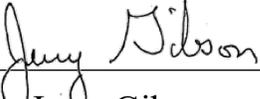
AGENDA ITEM:

Discuss and Consider Approval of an Interlocal Agreement between Santa Fe ISD and Galveston ISD to park GISD buses and other vehicles at their site during weather emergencies

This agreement provides for Galveston ISD to park its bus fleet and large utility vehicles at the Santa Fe ISD transportation property or other designated site, as determined by SFISD, to be considered a high point in the county and unlikely to flood in the event of a storm emergency. Responsibilities of each entity are outlined in the agreement.

RECOMMENDATION:

I move that the Board of Trustees approve the Interlocal Agreement with Santa Fe ISD, as presented.



Dr. Jerry Gibson
Superintendent



Connie Morgenroth
Assistant Superintendent of Business & Operations

**TEMPORARY PARKING FOR GALVESTON INDEPENDENT
SCHOOL DISTRICT BUSES AND LARGE UTILITY VEHICLES**

INTERLOCAL AGREEMENT

BY AND BETWEEN

**GALVESTON INDEPENDENT SCHOOL DISTRICT
AND
SANTA FE INDEPENDENT SCHOOL DISTRICT**

This AGREEMENT is entered into by and between the Santa Fe Independent School District (hereafter, "SFISD") in Santa Fe, TX, and the Galveston Independent School District (hereafter, "GISD") in Galveston (hereafter, the "City"), TX.

WITNESSETH

WHEREAS, the City desires to have adequate emergency response provisions in place in the event of a declared state of emergency and mandatory evacuation; and,

WHEREAS, an "Order of Mandatory Evacuation" requires that all persons in the City of Galveston, with the exception of essential emergency personnel, are ordered to immediately evacuate the City; and,

WHEREAS, the Superintendent or designee of GISD may determine it is necessary for personnel to relocate emergency response equipment and vehicles to higher elevations for the purpose of protecting said equipment from flood damage and to expedite rescue and recovery efforts; and,

WHEREAS, the Superintendent of GISD finds that the districts interest is benefited by having a contract for emergency response and disaster management in place prior to the occurrence of an emergency, to assure prompt response; and

WHEREAS, SFISD has temporary parking elevation for equipment under limited circumstances during a mandatory evacuation of GISD buses and small facilities vehicles; and

WHEREAS, pursuant to Texas Government Code Title 7, Chapter 791 of the Interlocal Cooperation Act (hereafter "the Act"), GISD is authorized to contract with eligible entities to perform government functions and services; and

WHEREAS, SFISD is an eligible entity under the Act and desires to contract with GISD on the terms described herein; and

WHEREAS, the parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Interlocal Agreement; now therefore, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

I.

The parties find that the recitations and statements set out above are true and correct.

II.

SFISD agrees to provide to GISD a location(s), as determined by SFISD, to serve as a temporary parking lot, to the extent such facilities are available, for the approximately 20 GISD essential emergency personnel.

SFISD further agrees to allow GISD to temporarily place emergency, essential equipment, and vehicles at elevated locations to be mutually agreed upon as follows:

Police Cars: 10

School Buses: 58

Large Utility Vehicles/Equipment/Trailers: 14

The intent of this agreement is to provide temporary and limited parking for GISD vehicles/equipment during an emergency. SFISD does not warrant the safety of these vehicles

III.

In the event there is a Mandatory evacuation from Galveston Island, the parking lot will open no earlier than 24 hours prior to anticipated landfall and the parking lot will close within 24 hours after landfall unless both parties agree to an extended period of time.

IV.

Overall management and direction of this Agreement is assigned to the Superintendent or Chief of Police for GISD and Superintendent or designee for SFISD. These officials shall be responsible for coordinating all aspects of their entities work in providing the services. They shall be the contact persons through whom the GISD and SFISD shall communicate officially and shall coordinate and expedite all actions relating to GISD and SFISD decision-making relating to the services.

GISD shall be authorized to request the parking lot outlined above only after the City of Galveston declares a Local State of Disaster or Emergency and orders a

Mandatory Evacuation in anticipation of widespread destruction of property and as authorized by State and Federal Emergency Management procedures.

V.

COSTS:

SFISD agrees to provide the parking lot at no cost to GISD. GISD and SFISD agree to mutually cooperate with the process of seeking direct reimbursement from the Federal Emergency Management Agency of the United States and the State of Texas.

GISD and SFISD shall maintain records to show actual time involved in the provision of services, and the cost incurred for the period specified. To the extent applicable to the service, GISD and SFISD shall cooperate in good faith to provide records satisfactory to the Federal and State government.

GISD and SFISD shall be solely responsible for the planning, support, and all aspects of the operation of the services respectively performed by each one and contemplated by this Agreement, including all legal and financial obligations without limitation, including those of their employees and agents.

VI.

TERM OF AGREEMENT:

The term of this Agreement is one year commencing on June 1, 2022, and continuing until June 1, 2027, unless earlier terminated by providing 90 days' written notice. Therefore, subject to each of the parties' written consent, this Agreement, shall renew for 1-year terms up to a total of five (5) years, unless earlier terminated.

INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, SFISD AGREES TO HOLD GISD AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND INDEMNIFY EACH 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 GISD OR THE ACTS OR OMISSIONS OF OTHERS UNDER GALVESTON'S I.S.D. SUPERVISION OR CONTROL.

TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GISD AGREES TO HOLD SFISD, AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND INDEMNIFY EACH 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 SFISD OR THE ACTS OR OMISSIONS OF OTHERS UNDER SANTA FE I.S.D'S. SUPERVISION OR CONTROL.

VII.

MUTUAL AGREEMENTS

Entire Agreement. This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification or, or waiver of any right under, this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.

Joint Severability. The phrases, clauses, sentences, paragraphs, or section of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

Venue. Venue of any dispute arising out of this agreement shall be in Galveston County, Texas.

The UNDERSIGNED PARTIES do hereby certify that, (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this AGREEMENT, (2) the parties hereto are legally authorized to perform the required duties of the AGREEMENT, and (3) this AGREEMENT has been duly authorized by the governing body of the LOCAL GOVERNMENT.

EXECUTED this _____ day of _____, 2022.

Signed: GISD

Signed: SFISD

Dr. Jerry Gibson, Superintendent
Date:

Dr. Kevin M. Bott, Superintendent
Date:

District Points of Contact:

GISD Contact:
TBD
Title: Chief of Police

SFISD Contact:
By: Ruben Espinoza
Title: Chief of Police

Action Sheet

MEETING DATE:

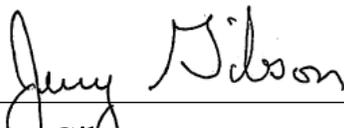
June 22, 2022

AGENDA ITEM:

Discuss and consider approval to give the superintendent hiring authority for the months of July and August 2022.

RECOMMENDATION:

I move that the Board of Trustees give the superintendent hiring authority for the months of July and August 2022.



Jerry Gibson
Superintendent

Action Sheet

MEETING DATE:

June 22, 2022

AGENDA ITEM:

Discuss and consider the funding parameters, Interlocal Agreement and Memorandum of Understanding for the Coastal Alternative Program (CAP) for the 2022-2023 school year.

The Coastal Alternative Program (CAP) serves discretionary expelled students in grades 6 through 12 from the participating districts. Each district pays a portion of the fixed cost in addition to a prorated share for the district's enrollment percentage in CAP.

RECOMMENDATION:

I move that the Board of Trustees approve the funding parameters, Interlocal Agreement and Memorandum of Understanding for the Coastal Alternative Program (CAP) for the 2022-2023 school year.



Jerry Gibson
Superintendent

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

2022-2023
School Year

FUNDING PARAMETERS

FUNDING:

For the 2022-2023 school year, the Coastal Alternative Program (CAP) has capacity to educate a total of sixty (60) students (sixty enrolled, projected fifty-five [55] in daily attendance). These sixty students shall include only discretionary expelled students in grades 6 and above from the participating Galveston County school districts. In the event enrollment for discretionary expelled students should exceed sixty students, slots will be allocated in the priority order listed in sections 9.04 and 9.11 of this Agreement.

“Discretionary” expulsions, defined as those students expelled for offenses described in Section 37.007 (b), (c), (f) and (i) of the TEC, shall be funded by the participating Independent School Districts (Districts) in Galveston County. Any student arrested and charged with a Title 5 felony offense as described in Section 37.0081(a) shall be assigned to the JJAEP program (not CAP) at the individual expense of the district of enrollment of the student.

These “discretionary” students shall remain enrolled in and are eligible for Average Daily Attendance (ADA) in their sending districts. The entire cost of educating these students is borne by the respective sending District(s). The fiscal agent District shall provide the education component, shall maintain attendance records, and shall allocate costs by first calculating percent of participation in the program, district by district. For the 2022-2023 school year, Dickinson Independent School District (Dickinson ISD), serving as Fiscal Agent, shall accumulate expenditure records during the year, determine the percentage of student participation, and allocate costs accordingly to the Districts, based on the procedures outlined herein.

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program and all Addenda hereto.

Additional Considerations

1. Each District shall reimburse the Fiscal Agent, which shall pay instructional personnel and all other related expenses of the CAP. Such reimbursement calculations shall be determined by pro-rata participation.

2. Each District shall pay its projected annual fixed costs in advance, with the balance of projected/actual costs to be as noted below in paragraph 3.c. Total expense to each District for the annual operation of the program will be based on:
 - a. Estimate of total operating cost of the program as approved in the annual budget.
 - b. One-half (50%) of the annual projected operating cost for CAP to be paid as a fixed-rate cost (no variance due to program participation) based on prior year District ADA. This amount shall be paid annually after September 1, 2022. Calculations on percentage of District ADA will be from the June 2022 PEIMS report for fixed costs.
 - c. One-half (50%) of the annual operating cost for CAP shall be paid as a variable cost (calculated as the pro-rata share of each participating district's student enrollment percentage in the CAP as calculated at the end of the 2022-2023 school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 2023 PEIMS report.
 - d. Should assignments to CAP cause expenses to be higher than projected for the year, Districts shall assume their pro-rata share of the increased cost above projections (see section 4.01 of the MOU portion of this Agreement).
 - e. Friendswood ISD will be a limited participant with one slot available. A daily rate of \$46 will be charged. This amount will be charged for each day the student is enrolled (present or absent). If additional slots are needed by FISD, a decision will need to be made by the governing board of the participating districts.
3. The Fiscal Agent will pay the school administrator for the education component, teachers, secretary, security staff and other staff deemed appropriate for successful implementation of the program as in the approved budget. In lieu of indirect cost, the Fiscal Agent will pay one fifth of its Director of Alternative Education's salary and one fifth of the Director's secretary's salary as an expense to the CAP education component and shared as a portion of the pro-rata expense.
4. All instructional materials will be selected and ordered by the Fiscal Agent.
5. For the 2022-2023 school year the CAP will be physically located in Santa Fe ISD, at the Tax Office site on 13302 Hwy. 6, Santa Fe, TX. Expenses reimbursed to Santa Fe ISD will include pro-rata share of utility consumption on a square foot pro-rata basis, food service expense per student, custodial services and other related services required for the day-

to-day operation of the program. As fiscal agent, Dickinson ISD will also reimburse Santa Fe ISD \$.50 cents per square foot of used space per month for 10 months for use of the facility (rent), and for reasonable costs related to required renovations needed at the SFISD location for the CAP program.

6. Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program for purposes of security and support. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD.

**County of Galveston
State of Texas**

**INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
COASTAL ALTERNATIVE PROGRAM**

This Agreement is entered into by, between and among the County of Galveston and each of the independent school districts participating in the Coastal Alternative Program (CAP):

WHEREAS, the County of Galveston and the participating school districts are “local governments” and public education in the context contemplated herein is a “governmental function and service” as those terms are defined in the Interlocal Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and,

WHEREAS, Chapter 37 of the Texas Education Code provides for the development of a “disciplinary alternative education program” with the participation of the school districts subscribing hereto; and

WHEREAS, the Parties concur that the educational component of the CAP can be administered most efficiently at a centralized location within the authority and oversight of Dickinson Independent School District--as they concurrently oversee the Juvenile Justice Alternative Education Program education components. The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for the education component of CAP and each of the participating districts for the education of students assigned to the CAP, understanding that the CAP serves only grades 6 and above. The parties also agree that grade 6 students assigned to the CAP shall be assigned “secondary student” status, and will not be separated from students in grades 7 and above. Further, the parties agree that it is advisable for security services to be provided and paid by Galveston County Sheriff’s office.

NOW THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

I. OPERATING POLICY

The CAP shall be subject to this memorandum of understanding developed by the participating independent school districts. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the parties.

II. GOVERNANCE

- 2.1 The Dickinson Independent School District (Dickinson ISD) shall determine and coordinate the site of the campus of the CAP within Galveston County, and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent of each participating school district (District).
- 2.2 As Fiscal Agent for education purposes, Dickinson ISD shall function as agent for and on behalf of all Districts. Dickinson ISD shall administer the education program on a day-to-day basis in accordance with the approved budget and policies promulgated and/or adopted by the governing board of the CAP. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.
- 2.3 As Fiscal Agent, Dickinson ISD shall prepare the program budget for governing board approval; shall disburse program funds applicable to education services; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program; shall correspond with assigned students' sending districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.
- 2.4 The Governing Board of the CAP shall include:
- * Chairperson: The Superintendent of Dickinson ISD shall serve as chairperson for the CAP Governing Board. The chairperson shall be entitled to vote on any matter before the governing board.
 - * Ex-Officio Member -- The Director of Alternative Education for Dickinson ISD shall serve as an ex officio member, and shall have no vote.
 - * Members: (each with one vote) – School district representatives of participating school districts (Superintendent or designee) as agreed by Galveston County Superintendents. One member shall be the superintendent (or designee) of the district providing the situs of the program, providing that is not Dickinson ISD.
- 2.5 The Governing Board of the CAP shall meet on the basis of called meetings as deemed appropriate by the Chairperson in order to monitor and adjust the program. Such meetings shall be held at least annually, with the annual meeting held prior to February 1.
- 2.6 Quorum--For purposes of action on any item requiring a vote, a simple majority of the members of the governing board shall constitute a quorum, and majority rules shall apply for all action items.

III. FINANCIAL OBLIGATIONS

- 3.1 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1, 2 and 3 of this Agreement.
- 3.2 Funds, which must follow a placed student, include those under TEC Section 37.008(g).
- 3.3 Nothing herein shall burden the Fiscal Agent with the added expense necessary to address or accommodate any particular needs of special education, education of the disabled, accommodation of disability, limited English proficient, or other special requirements unique to a particular student. Such services, cost(s) and expense(s) shall remain the responsibility of the sending school district. The Fiscal Agent and the responsible district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating districts. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate convening IEP meetings (also known as ARD Committee meetings).
- 3.4 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

SECURITY—Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD. One officer will be on site at all times at the CAP program, and one officer may focus on attendance and transition issues, as well as other duties as assigned. Nothing herein shall burden the County to provide and pay more than two Deputies, unless done so by prior consent of the County.

IV. BUDGETING

- 4.1 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the CAP during the 2022-2023 school year. Such budget shall consider, without limitation,
- a. Fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD
 - b. No fewer than four full time classroom teachers as necessary and advisable for the program
 - c. Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1
 - d. Salaries for teachers/substitutes, etc.
 - e. Salaries for paraprofessional support functions
 - f. Salaries of administrative functions including site administration, 1/5 of Director of Alternative Education salary and 1/5 of secretary salary
 - g. Appropriately approved counseling services, social services, behavior coach services, etc.
 - h. Educational supplies
 - i. Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc.)
 - j. Equipment as required for educational services
 - k. Responsibility for medical needs or counseling services required for individual students as determined on a case by case basis--generally to be paid by sending district

The budget shall be approved and/or amended by action of the Governing Board. Nothing herein shall require the Fiscal Agent or Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

V. INVOICING

Upon the conclusion of the school year, as outlined in the funding parameters of this agreement, the Fiscal Agent shall bill each District for the balance of actual expenditures attributable to each District not previously paid. In the event of expenditure in excess of the budget due to unanticipated needs, the Fiscal Agent may

recoup such expense, as the Parties hereby acknowledge and agree that such additional expense is within their contemplated commitment to this program.

VI. ACCOUNTABILITY/ATTENDANCE

For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the CAP shall be reported as if the student were enrolled at the student's sending campus in the student's regularly assigned education program, including a special education program, where applicable. The sending district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the sending district. All ADA funding entitlements generated by CAP placements shall remain with the sending district.

Discretionary expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. Students who are not attending shall be withdrawn from CAP by the CAP Principal for non-attendance according to the policy of, and in concert with, the administration of the sending district.

In the event a student assigned to the CAP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the financial and attendance responsibility of the original district until the registration/enrollment of the student in another district is completed.

VII. ADMINISTRATIVE RESPONSIBILITIES

Physical plant maintenance relating to the CAP shall be the responsibility of Santa Fe ISD, not Dickinson ISD nor any other District. However, the CAP program budget shall have a provision to reimburse Santa Fe ISD for actual expenses of utilities, copiers, etc. used by the CAP. All routine/day-to-day education component administrative duties are the responsibility of Dickinson ISD, not Santa Fe ISD or any other District.

VIII. LIABILITY/TERM

8.1 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.

8.2 The term of this Agreement shall be for the 2022-2023 school year.

- 8.3 In the event of legal proceedings/investigations, etc. which result in expense to the CAP program and/or which result, in whole or part, from operation of the CAP program, participating districts agree to participate in that expense on the basis of pro-rata participation in the ADA of the program for that year.

IX. MOU ADOPTION AND OPERATING GUIDELINES

The "Governing Board" and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37.010 (c) and (d), whereby it is understood that no court may order an expelled student to attend CAP as a condition of probation or deferred adjudication--they would be assigned to the Juvenile Justice Alternative Education Program. However, each participating school district acknowledges the importance of working with the court system to accommodate student placements as the district deems appropriate. The Parties hereby initiate the following operating policy guidelines:

- 9.1 The daily administration of all aspects of the CAP including the Code of Conduct will be conducted by the Fiscal Agent under the direction of its Superintendent or the superintendent's designee. The program will serve all eligible grade-6-and-above students from participating Districts, with the understanding that grade 6 students shall be designated "secondary students" for purposes of CAP administration.
- 9.2 A student who is found to have engaged in conduct resulting in expulsion under TEC Section 37.007 as a discretionary placement is eligible to attend. A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to CAP and is eligible to attend. Students arrested and charged with a Title 5 felony violation, under Section 37.0081, may be assigned to the Galveston County JJAEP program at the expense of the sending district, as outlined in the Galveston County Juvenile Justice Alternative Education Program Memorandum of Understanding.
- 9.3 A student who is or was last enrolled in a school district whose administrative offices are located within Galveston County, and who currently resides in a participating Galveston County school district is eligible to attend, if also qualified as in 9.02 above.
- 9.4 The Coastal Alternative Program has facilities to educate a total of sixty (60) students. When all available space has been utilized, it will be the responsibility of the member ISDs to provide the educational services for their expelled students. Should space become an issue, slots shall be allocated in the CAP in priority order as listed below (also see section 9.11 of this Agreement):
1. Students expelled under TEC section 37.0081 (a); provided however that such expelled students shall not be enrolled for an original expulsion period less than 75 days.

2. Students expelled under TEC section 37.007 (b), (c), (f), or (i); provided however that such expelled students shall not be enrolled the last two weeks of CAP's Spring semester.
- 9.5
1. The Parties agree to comply with the following admission procedures:
 - a. The sending District shall notify the CAP Principal of a pending expulsion hearing in order to determine there is space available and to facilitate the student's transition into the CAP in the event the student is expelled. The District in which the student is or was last enrolled shall provide to the CAP Principal, a copy of the order of expulsion.
 - b. An expulsion order pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).
 - c. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081.
 - d. District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04.
 - e. A **discretionary** expelled student may attend the CAP providing space is available.
 - f. Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to CAP Administration:
 - 1) Parent contact information;
 - 2) Expulsion letter signed by a district official authorized to expel students
 - 3) Copy of student's Birth certificate;
 - 4) Copy of student's social security card or assigned student PEIMS number
 - 5) Student attendance records;
 - 6) Students disciplinary records;
 - 7) Transfer grades for each class;
 - 8) State Assessment summary sheets;

- 9) Current year grade reports (including progress reports, report cards, etc.)
 - 10) Current School transcript;
 - 11) High School graduation plan;
 - 12) Special programs information and appropriate records showing transfer to CAP-- including, but not limited to, 504, Special Education, and bilingual ESL;
 - 13) Completed form "Notification to CAP"
 - 14) Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent; and
 - 15) Other or revised information as may be determined by the CAP administration and included on instructions to participating districts.
2. The sending district shall assign the student to a period of 75 or 85 days (special exception only with mutual agreement of sending District and the CAP Principal prior to issuance of the expulsion order). A CAP evaluation rubric shall allow for release prior to completion of 75 or 85 days, but most students may complete a minimum of 60% of the placement (excepting capacity concerns/problems).
- a. CAP will operate on the Santa Fe ISD school calendar, but if feasible, CAP will release the student at the end of the sending District's grading period. No student shall be accepted or released during the last two weeks of CAP's Fall and Spring semester. Completed expulsion packets must be received three weeks prior to the end of CAP's Fall and Spring semester. Expulsion packets received during the last two weeks of the Fall and Spring semester will be processed for the following semester.
 - b. Students must attend orientation and begin attending CAP three weeks prior to the end of the Spring semester. The educational services for any student with an expulsion not enrolled three weeks prior to the end of the semester shall remain the responsibility of the sending district until the start of the next school year. Those students shall be housed at their district's DAEP the remainder of the year. The days at the DAEP will count towards the expulsion days.
 - c. Students expelled prior to the week of state testing and during the week of state testing must test with the sending district.
 - d. Testing holds are as follows:
 - Fall: December STAAR EOC retesting
 - Packets must be received one week prior to December retesting and students enrolled by Wednesday prior to testing.
 - Spring: STAAR/EOC testing
 - Packets must be received one week prior to Spring testing and

- students enrolled by the Wednesday prior to testing.
- Students expelled during the TELPAS testing window must be completed with testing prior to CAP placement.
3. Prior to the completion of the student's placement in the CAP, the CAP Principal will coordinate with the campus of record to initiate the student's transfer back to his or her sending campus.
 4. The CAP Principal will conduct an intake conference with the student and a parent or guardian to review all the CAP requirements and answer any questions during the intake process.
 5. Each sending school district shall be responsible for transportation to and from the CAP for all regular program students as well as special education students. Student are not permitted to drive and park vehicles on site, therefore district provided/approved transportation is required. Daily attendance of expelled students assigned to CAP is required.
 6. Adult students (i.e., students 18 years of age or older) will be served at the discretion of the CAP to the extent required by the Texas Education Code or, if applicable, federal laws regarding the education of special education students.
- 9.6 In the event the CAP Principal believes the CAP is unable to meet the needs of an expelled student, the CAP Principal may initiate the appeals process.
1. If a special education student is involved, the CAP Principal shall contact the sending school district, requesting that an ARD committee be convened to consider the appropriate placement of the student. If the sending district ARD committee determines that the CAP placement is appropriate, the sending district shall accept full financial responsibility for provision of appropriate services.
 2. For other students, the appeals committee shall consist of three members including the Superintendent of the district serving as fiscal agent (or designee), the CAP Principal, and one Superintendent (or designee) from a participating district other than the sending district of the student in question. The appeals committee shall generally convene within five (5) business days to render a decision regarding the student's assignment to the CAP. The appeals committee reserves the authority to return the offending discretionary placement student to the sending district if it is determined that the CAP is unable to meet the student's needs.
- 9.7 The CAP shall have its own code of conduct (Code of Conduct)--based on the Code of Conduct of Dickinson ISD.

Based on the Texas Education Code, each District has developed its own criteria for discretionary expulsions which are accepted for purposes of this Agreement.

Please refer to the appropriate DISTRICT CODE OF CONDUCT for specifics on what behavior may result in placement at the CAP.

Each District shall provide the Fiscal Agent District with current copies of the respective code of conduct. In the event a District amends its existing code of conduct, the District shall, within three working days after voting the approval of an amendment, provide a copy of the code of conduct as amended to the CAP Principal. Each District's code of conduct shall be available for public inspection at the CAP site at all times that the school is open.

- 9.8 CAP Principal and staff shall regularly review the student's academic progress. Regularly scheduled progress reports and grade reports will be forwarded to parents. In the case of a high school student, the CAP Principal, with the student's parent or guardian, and home district, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

Responsibility for tests as required by the Texas Education Agency (TEA) rests with the CAP Principal and the student's sending campus as outlined by the TEA Division of Testing and Accountability. Responsibility for any other type of assessment and identification of educational status and need rests with the sending District.

- 9.9 Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost of program services for all other participants borne by the sending District. Provision of related services and speech therapy is the responsibility of the sending District. Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District. Responsibility for TELPAS observations will depend on the date the student begins the CAP. Details will be determined on an individual basis.
- 9.10 The Parties agree that the order to participate in the program and the CAP Code of Conduct shall be incorporated into each student's case prior to admission. No student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan. The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations.
- 9.11 Any student not a Priority 1 placement may be "bumped" from participation in CAP in reverse priority order. A student may be allowed to remain or exit the CAP setting once the student has completed their assigned days of placement because of the following reasons: sending district's holiday calendar varies from CAP calendar, state assessment calendar, completion of the semester, and completion of graduation requirements per sending district's requirements.
- 9.12 Placement of students with disabilities who receive special education services:

1. The placement of a student with a disability who receives special education

services may be made only by a duly constituted admission, review, and dismissal (ARD) committee.

2. Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee. Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the MDR, as applicable.
3. A student with a disability who receives special services may not be placed in CAP solely for educational purposes.
4. The District conducting an MDR to determine if a student's behavior is subject to expulsion shall, in accordance with applicable federal law, provide the principal of the CAP with reasonable notice of the meeting of the student's ARD committee to discuss the student's MDR. A representative of the CAP may participate in that meeting (or relevant staffing or ARD meetings) to the extent that the meeting relates to the student's placement in the CAP.
5. CAP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed.
6. Related services remain the responsibility of the sending District. CAP teachers will issue progress reports every three weeks as per the SFISD calendar, and will monitor progress of IEP goals every nine weeks.
7. If, after placement in the CAP, a teacher of the program or the CAP Principal has concerns that the student's educational or behavioral needs cannot be met in the CAP, the CAP Principal shall immediately provide written notice of those concerns to the sending District. (See section 9.06).

9.13 Placement of a student with a Section 504 Accommodation Plan.

1. A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 may be placed at CAP only after an MDR has determined that the misconduct is not caused by the student's need for accommodation, and the student can receive an appropriate education at the CAP.
2. Minutes of the meeting in which the above determinations are made, and the revised accommodation plan must be received by the CAP Principal prior to scheduling an orientation for the student.

- 9.14 Teachers assigned to the CAP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T.A.C. Section 348.4(d).following procedures in place for Dickinson ISD employees. Employment in the CAP is contingent upon the completion and return of acceptable results.
- 9.15 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program. Any District financial obligation created hereunder is payable only and solely from current revenues appropriated by the respective District and available for the purpose described herein.
- 9.16 This Agreement is effective August 1, 2022 through August 31, 2023. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2023. In the absence of a revision this document shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof.

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS**, as authorized by the Dickinson ISD through its Board of Trustees on the _____ day of _____, 2022; the County of Galveston by action of Commissioners' Court on the _____ day of _____, 2022 and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2022.

GALVESTON COUNTY COMMISSIONER'S COURT

By: _____
Mark Henry, County Judge

DICKINSON INDEPENDENT SCHOOL DISTRICT
(As Fiscal Agent and as a Participating District)

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

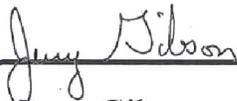
Action Sheet

MEETING DATE: June 22, 2022

AGENDA ITEM: Discuss and consider approval of purchases exceeding \$50,000 for technology devices to support the implementation of the Moody Foundation Community Dyslexia Grant.

Utilizing grant funds provided by the Moody Foundation, the District wishes to purchase technology devices through Sterling totaling \$58,245 (DIR Contract Number: TX Lenovo-DIR-CPO-4839). Devices include 125 tablets to support the implementation of Lexia labs in schools throughout Galveston Island. This quote/request replaces an earlier request made following the expiration of an original quote prior to it being processed.

RECOMMENDATION: I move that the Board of Trustees approve the contract as presented.



Dr. Jerry Gibson
Superintendent



Jessica Edwards
Director of Special Education/Section 504



SALES QUOTATION

Quote No. Q-00464194
Ref. No. GALVESTON ISD - Lenovo 82J9000EUS (125)

Date 6/9/2022
Exp. Date 6/30/2022

Sterling Account Manager

Joey Awtry
303 Centennial Dr
North Sioux City, SD 57049
P: (605) 242-4070
F: (605) 242-4000
joey.awtry@sterling.com

Customer Information

Galveston ISD
Michael Le
3904 Avenue T
GALVESTON, TX 77553-0660
P: (714) 209-9068
michaelle@gisd.org

Michael Le
6/9/22

Terms	FOB	Contract	Lead Time
Net 30	Destination	TX Lenovo-DIR-CPO-4839	30 Days ARO

Line No.	QTY	Part Number	Description	Unit Price	Extension
1	125	82J9000EUS	Lenovo Chromebook 300e Gen 3 82J9000EUS 11.6" Touchscreen Chromebook - HD - 1366 x 768 - AMD 3015Ce 1.20 GHz - 4 GB RAM - 32 GB Flash Memory	\$340.53	\$42,566.25
2	125	5PS0N75610	3YR Depot + Accidental Damage Protection (School Year Term)	\$76.73	\$9,591.25
3	125	CROSSWDISEDUNEW	Google Chrome Management Console License - Education	\$32.00	\$4,000.00
4	125	STSV-WH-NSC	Sterling North Sioux City Warehouse & Processing	\$16.70	\$2,087.50
5	125	STSV-LE	Sterling Laser Engraving	\$0.00	\$0.00

Sales Tax \$ -
TOTAL \$ 58,245.00
TOTAL W/TAX \$ 58,245.00

Quotation Comments

Ask your Sterling Account Manager about our Complete Ship Services: An efficient, convenient, and secure way to receive your order.

CAGE: 06AP0 | DUNS: 938836541

Action Sheet

MEETING DATE: June 22, 2022

AGENDA ITEM: Discuss and Consider Approval of hiring Lockwood, Andrews, and Newnam, Inc. (LAN) as Bond Program Managers for Bond 2022 construction projects, delegating authority to the Superintendent to negotiate and execute the contract for an amount not to exceed \$7.4 million

With the passage of Bond 2022, which includes over \$306M in construction projects, administration recommends hiring Lockwood, Andrews, and Newnam, Inc. (LAN) as bond program managers. This firm of architects and engineers has extensive experience managing K-12 bond programs. They have managed Goose Creek's bond programs since 2013 and share this success story on their website: *LAN was hired late in the program after some of the major projects were already underway. Facing possible budget and schedule concerns, the District tasked LAN with maintaining control by managing every aspect of the program from the beginning to end. LAN successfully delivered all projects below budget and a year ahead of schedule.* Other school district clients include Tomball, Aldine, Stafford, Luling, Brenham, Sheldon, Marshall, Cleveland, El Campo, Manor, and Port-Neches Grove. Because this is a professional services contract, bidding is not required per CH Legal which states "Education Code 44.031 does not apply to a contract for professional services rendered, including the services of an architect, attorney, certified public accountant, engineer, or fiscal agent."

RECOMMENDATION: I move that the Board of Trustees approve hiring Lockwood, Andrews, and Newnam, Inc. (LAN) as Bond Program Managers for Bond 2022 construction projects, delegating authority to the Superintendent to negotiate and execute the contract for an amount not to exceed \$7.4 million.



Dr. Jerry Gibson
Superintendent



Connie Morgenroth
Assistant Superintendent of Business & Operations



PLANNING
ENGINEERING
PROGRAM MANAGEMENT

TEXAS

AUSTIN
COLLEGE STATION
CONROE
CORPUS CHRISTI
DALLAS
FORT WORTH
FRISCO
HOUSTON
LAREDO
SAN ANTONIO
SAN MARCOS
WACO

CALIFORNIA

LOS ANGELES
ORANGE
SAN JOSE

ILLINOIS

CHICAGO

MICHIGAN

OKEMOS

June 6, 2022

Dr. Jerry Gibson
Superintendent
Galveston Independent School District
3904 Avenue T
Galveston, TX 77550

Dear Dr. Gibson:

Thank you for the information you shared about the scope of the bond projects and the anticipated schedule for the projects. LAN used this information as we assembled our team and assessed the time commitments for our resources on your important bond program⁷⁷

When we spoke, we discussed that unlike many architects and engineers, who use a percentage basis for their compensation, LAN prepares our fee as a fixed fee. LAN reviews the requested services, the resources needed to provide those services, and the duration needed to provide the services to prepare a fixed fee proposal. We adhere to a plan and do not adjust our fee up or down based on increases or decreases in the cost of a project. We think that is the fairest approach for the districts we work with.

Nevertheless, as we discussed, it is natural for our fee to be converted to a percentage basis and the range we have seen with prior districts is from 1% to 5%. Therefore, I am especially happy that our fixed fee of \$7,398,000 converts to 2.415% and includes many high-value services typically included when our fee approaches 5%.

We have enclosed a Master Agreement and Work Authorization 01 to describe the specific services we will provide over the next five years as your fiduciary. Admittedly, there is a lot to review, and we suggest focusing on the Work Authorization preamble and Article 1 scope of services to ensure the basic services meet your needs. Of course, if you have any questions, please do not hesitate to contact me.

Sincerely,
Lockwood, Andrews & Newnam, Inc.

John P. Grom, AIA, LEED® AP, PMP, CCM
Vice President
JPGrom@lan-inc.com

Lockwood, Andrews
& Newnam, Inc.

A LEO A DALY COMPANY

2925 Briarpark Drive
Suite 400
Houston, TX 77042
713.266.6900

lan-inc.com

AGREEMENT

FOR

Program Manager SERVICES

FOR THE 2022 BOND PROGRAM & OTHER CAPITAL IMPROVEMENT PROJECTS

BETWEEN

GALVESTON INDEPENDENT SCHOOL DISTRICT

78

AND

LOCKWOOD, ANDREWS & NEWNAM, INC.

AGREEMENT FOR Program Manager SERVICES

This Agreement for Program Manager Services ("Agreement") is made by and between **GALVESTON INDEPENDENT SCHOOL DISTRICT** ("GISD" or "Owner") and **LOCKWOOD, ANDREWS & NEWNAM, INC.** ("Program Manager") effective as of June 22, 2022 ("Effective Date"). As used herein, the term "Party" means Owner or the Program Manager individually and the term "Parties" means Owner and the Program Manager collectively.

The Owner and Program Manager enter into this Agreement for the purpose of setting forth the respective rights and obligations regarding the Services to be performed by the Program Manager in connection with the oversight, management, and construction of the Owner's 2022 Bond Program and other related Capital Improvement Projects. Additionally, this Agreement is entered into for the purpose of setting forth the respective rights and obligations regarding the Services to be performed by the Program Manager in connection with Facility Support Services in support of the Owner's ongoing and future facility needs.

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The Owner and the Program Manager agree as set forth below:

ARTICLE 1 DEFINITIONS

The following words and phrases appearing in initial capitalization shall for the purposes of this Agreement have the following meanings:

- 1.1 Program. The Program consists of the approximately \$314,800,000 2022 Bond Program measure that was passed by voters May 2022. As set forth in this Agreement and in accordance with each Work Authorization document, the Program Manager will provide Services (as hereinafter defined) for a portion of the Program.
- 1.2 Project; Projects. Any project and/or all of the projects listed in the Work Authorization(s) mutually agreed to in writing by the Parties.
- 1.3 Services. The services to be performed by the Program Manager under this Agreement for the Projects, which shall consist of the Basic Services described in Article 3 and in accordance with each Work Authorization; any Additional Services that may be performed as described in Article 7; and as otherwise described as obligations of the Program Manager under this Agreement.
- 1.4 Basic Services. Basic Services shall consist of the Services as set forth in accordance with each Work Authorization, Article 3 of this Agreement, and as otherwise described as obligations of the Program Manager under this Agreement, other than Additional Services, to be performed and provided by the Program Manager under this Agreement in connection with the Program.

- 1.5 Additional Services. Additional Services shall consist of services in connection with the Program that are not Basic Services and that the Program Manager and the Owner agree to in writing in advance, such Additional Services being further described in and managed and administered in accordance with Article 7. All Services performed by the Program Manager will be treated as Basic Services unless the Owner specifically approves a particular service in writing, in advance of performance as an Additional Service or obligation of Owner to pay the Program Manager for the Additional Services.
- 1.6 Work. The Work is the provision by the Contractor, an architect, engineer, surveyor, or other third party of all services, labor, materials, supplies, and equipment that are required or reasonably inferable to complete a specific Project in strict accordance with the requirements of the Construction Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Owner and Contractor that not every detail of the Work will be shown in the Construction Contract Documents.
- 1.7 Construction Contract Documents. The Construction Contract Documents consist of the Agreement for Construction Services between Owner and the Contractor (“Agreement for Construction Services”); the General Conditions for the Agreement for Construction Services, attached as an exhibit to the Construction Agreement (“General Conditions of the Contract”); any properly agreed amendments to the Agreement for Construction Services or the General Conditions of the Contract; all addenda issued prior to the effective date of the Agreement for Construction Services; the Project manuals developed for the construction of the Projects, or a portion thereof, by the Design Team and all documents required thereunder; and the Drawings; the Plans and Specifications developed by Design Team; the most current version of the Owner’s Guidelines for Construction; the Owner’s solicitation documents for the Agreement for Construction Services, the Contractor’s proposal, the Contractor’s bonds and proof of insurance, contracts between Owner and other third parties related to the Program, and other documents listed in the Construction Contract Documents. The form of the Agreement for Construction Services and the General Conditions of the Contract shall be on Owner’s standard forms as adapted for the specific Projects.
- 1.8 Contractor; Contractors. A contractor is any person or entity that is procured by the Owner in accordance with Chapter 2269 of the Texas Government Code or other permissible procurement methods and that enters into an Agreement for Construction Services with the Owner to perform any part of the Work in connection with one or more Projects, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into any Project or sub-project within the Program. The Parties acknowledge and agree that the Owner may elect to contract with one Contractor or multiple Contractors to perform Work on the Projects assigning a Contractor to a Project based on the evaluation criteria required or permitted by Applicable Law. The term “Contractor” means the Contractor or its authorized representative, but excludes the Program Manager or any member of the Design Team.
- 1.9 Design Team. The Design Team shall consist of and the term shall mean licensed professionals or firms employing such licensed professionals as required under and in

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accordance with the Texas Occupations Code, engaged by Owner as independent consultants for design of all or a portion of the Program and to prepare Drawings and Specifications for the construction of the Projects. More than one such professional or firm may be employed by Owner.

- 1.10 Drawings. The Drawings are the graphic and pictorial portions of the Construction Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.11 Specifications; Plans and Specifications. Plans and Specifications has the same meaning as set forth in the agreement between the Owner and the Design Team, including, without limitation, all drawings; specifications; written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services; and instructions to Contractor.
- 1.12 Basic Services Compensation. Basic Services Compensation shall be the fee to be paid by the Owner to the Program Manager as consideration for the performance of the Basic Services by the Program Manager as set forth in accordance with each Work Authorization and further described in Section 4.
- 1.13 Additional Services Compensation. Additional Services Compensation shall be the fees determined in accordance with Section 7.2 to be paid by the Owner to the Program Manager in consideration for the performance of Additional Services or on account of the occurrence of an event specified in Section 7.1.
- 1.14 Project Team. The Project Team consists of the Owner, Contractor, any or all members of the Design Team, the Program Manager, any separate contractors employed by Owner, and other consultants employed for the purpose of programming, design, and construction of the Projects. The constitution of the Project Team may vary at different phases of the Program. The Project Team will be designated by Owner and may be modified from time to time by Owner at its discretion.
- 1.15 Applicable Law; Applicable Laws. Applicable Law or Applicable Laws shall consist of all applicable federal, state, and local laws and ordinances, implementing regulations, executive orders, building codes, and interpreting authorities including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1); Fair Labor Standards Act; Immigration Reform and Control Act of 1986; the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); the Civil Rights Act of 1991; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; Environmental Laws (as hereinafter defined); the Texas Government Code Chapters 2251, 2253, 2258, and 2269; the Texas Education Code; Texas Labor Code Chapters 401 and 406; Texas Health and Safety Code Section 756.02; the Texas Insurance Code; the Texas Local Government Code; the Texas Civil Practices and Remedies Code; the Texas Family Code; the Texas Administrative Code; the Owner's Board policies with respect to construction, contractors, vendors, and building use.

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- 1.16 Construction Cost. Construction Cost means the total cost to Owner of those portions of the entire Project designed, specified, reviewed, observed, scheduled, estimated, accounted or coordinated by and through Program Manager. Construction Cost does not include Program Manager's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or Owner's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. Construction Cost includes Owner approved changes that increase or decrease the total cost of those portions of the entire Project designed, specified, reviewed, observed, scheduled, estimated, accounted or coordinated by Program Manager. Construction Cost is one of the items comprising Total Project Costs.
- 1.17 Total Project Costs. Total Project Costs means all necessary costs for the project including the sum of the Construction Cost, allowances for contingencies, the total costs of design professionals, Program Manager costs, allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to Owner.
- 1.18 Actual Cost. Total Project Cost less the Program Manager's compensation and expenses, the cost of land or real estate interests, rights of way, or compensation for or damages to properties, the cost of bond issuances or financing, or Owner's legal, accounting, or insurance counseling or auditing services, or interest and financial charges incurred in connection with the Projects.
- 1.19 Other Defined Terms. Any capitalized terms not defined in this Agreement shall have the meanings set forth in an attachment to this Agreement.

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ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1 STANDARD OF CARE. The Program Manager will represent the best interest of the Owner and will represent the Owner in a professional manner with the utmost good faith, honesty and fairness as required by Applicable Law. The Program Manager covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of construction program management practice in the same or similar locality and in accordance with Applicable Law that are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term hereof. The Program Manager shall provide the services as set forth in this Agreement in professional and courteous manner. In general, the Program Manager shall have primary management responsibility for Projects assigned to it and more specifically shall coordinate all such Project matters with a goal to attain the completion of Projects on time and within budget. However, this management responsibility is not a delegation of authority and all decisions must be compiled and brought by Project Manager to the Owner. The Program Manager shall not be regarded as a guarantor with respect to any work product provided hereunder. Notwithstanding anything to the contrary contained in this Agreement, Owner and Program Manager agree

and acknowledge that Owner is entering into this Agreement in reliance on Program Manager's special and unique abilities with respect to performing the services, and Program Manager's special and unique abilities with respect to construction management and program management, including, without limitation, leadership and coordination of all of the District's other independent contractors for the Project, including construction general contractors, architects, engineers, surveyors, testing laboratories, trade contractors, and special consultants as the Owner's representative agent. The Program Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Program Manager shall perform its services consistent with the skill and care ordinarily provided by program managers practicing in the same or similar locality under the same or similar circumstances in accordance with the federal, state and local laws and regulations which are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term hereof. The Program Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Program. The Program Manager's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Program Manager be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Program Manager's skill and knowledge in performing the Services. The Program Manager represents, covenants, and agrees, in conformance with the Standard of Care, to furnish efficient business administration and superintendence and perform the Services in an expeditious and economical manner consistent with the interests of District. The Program Manager shall not engage in any activity or accept any employment or project that would reasonably appear to compromise the Program Manager's judgment with respect to the Program. The Program Manager shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors subject to the terms of this Agreement. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission or inconsistency in such services or information. The Program Manager's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Program Manager be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Program Manager's skill and knowledge in performing the Services. Program Manager warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services. All Program files pertaining to the Projects, with the exception of Program Manager's business, financial and personnel, are to be open and available to District for review at any time during normal working hours with a reasonable amount of notice. Program Manger represents and warrants that now and during the Term of the Agreement, it is financially solvent and able to pay its debts, it is able to perform the Services with competent personnel, it is authorized to do business and in good standing in the State of Texas and properly licensed by all necessary and reasonable government and quasi-public authorities, it is duly authorized to enter into this Agreement and perform the Services. Program Manager agrees to abide by all reasonable safety precautions and programs in performance of the Services.

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2.2 RELATIONSHIP WITH PROJECT TEAM. In providing Services, the Program Manager shall maintain a working relationship with the Project Team Members on behalf of the Owner and shall monitor and have oversight, in conjunction with the Owner, of the Project Team members' activities to ensure that the Projects are properly accomplished and achieve Substantial Completion (as defined in the Construction Contract Documents) in accordance with Owner's schedule. In addition to the reports and deliverables required of the Program Manager as Basic Services, the Program Manager will make periodic reports to the Owner's Board of Trustees and the Owner's Representative (as hereinafter defined) and will assist in the day-to-day management of the Program. The Program Manager personnel shall be responsible for the transfer of knowledge in all phases between the Program Manager and the Owner's Representative and other individuals designated by Owner. The Program Manager, along with the Owner's Representative, will provide guidance and coordination for the activities of the other members of the Project Team. The Program Manager will use its professional efforts to monitor the Work of other members of the Project Team in accordance with the Scope of Services set forth in each Work Authorization. The Program Manager shall be responsible for its own activities at each Project site or office including the safety of its employees, but shall not assume control of or responsibility for the site or office, or the safety of persons not in the Program Manager's employ or otherwise under the Program Manager's control, such as the Professional Consultants with which the Program Manager contracts. Notwithstanding the foregoing, the Program Manager will verify that the Contractor selected for a particular Project has a safety plan in place and will notify the Owner of any violations that the Program Manger observes or of which the Program Manager reasonably should be aware. Subject to this requirement, the Program Manager shall not be responsible for construction means, methods, sequences or procedures utilized by the Contractor or the Contractor's breach of contract; or Contractor's failure to carry out safety or security in connection with the Program or the performance of the Work; observation of the Work on the Projects (unless otherwise specified as a Basic Service in each Work Authorization); acts or omissions of the Design Team; or adequacy or accuracy of any part or all of the Program design. The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

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2.3 ASSIGNMENT OF Program Manager; SUBSTITUTION OF PERSONNEL. The Program Manager will assign personnel to the positions in coordination with the Owner's written approval. Program Manager will provide the qualifications and names of its employees and agents whenever requested by Owner. After approval by the Owner of the persons assigned to the positions, the persons assigned shall not be changed except with the consent of the Owner and the proposed replacement person must be approved by the Owner in advance of performing Services under this Agreement. Subject to the foregoing, each Party may substitute duly qualified personnel for persons with substantially the same experience, knowledge, and skill to carry out that person's respective responsibilities under this Agreement. Program Manager represents that all personnel shall be properly registered and

licensed and trained according to applicable law and best practices within the industry. Program Manager represents that the person in charge of the performance of Program Manager's Services shall be, at all times, a highly qualified person in all respects with expertise in all relevant disciplines. The Owner may request in writing, with or without cause, the immediate removal of any of the Program Manager's employees, subcontractors, or agents. Upon receipt of any such request, Program Manager shall immediately remove the employee(s), subcontractor(s), or agent(s) named therein.

- 2.4 EMPLOYEE NON-COMPETE The Owner agrees not to solicit or hire the Program Manager's employees who are involved with the Project prior to one year after completion of the Project.

ARTICLE 3 BASIC SERVICES

- 3.1 BASIC SERVICES. The Program Manager, which is the entity with which the Owner is contracting under this Agreement, shall perform the Basic Services, for the Projects, and in the time frames, set forth in this Agreement and in accordance with each Work Authorization. The Program Manager shall perform the Services in accordance with this Agreement and Applicable Law.

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NO AUTHORITY. The Owner intends to oversee the Program utilizing a limited number of internal staff, primarily intended to perform policy, oversight and approval functions. As such the Program Manager will undertake many of the daily and routine functions that might otherwise be performed by district staff. The Program Manager shall have no authority to act on behalf of the Owner. The Program Manager shall not have control over, charge of, or responsibility for the payments and final approvals required by Owner, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the projects in the Program, nor shall the Program Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, a project in accordance with the plans, specification or other contract or legal requirements. Subject to the other provisions of this Agreement, the Program Manager shall be responsible only for the Program Manager's negligent acts or omissions.

- 3.2 GENERAL SERVICES. The Program Manager, understanding the Owner's administrative need to rely on Program Manager and trust it places in the Program Manager, shall endeavor to carry out other activities necessary to successfully complete this Agreement. All actions shall be done with the understanding that the Owner retains authority to approve or bind the Owner, and the Program Manager is a facilitator of that process.

ARTICLE 4 COMPENSATION

- 4.1 AGREEMENT TO PAY BASIC SERVICES COMPENSATION. As a dependent covenant conditioned on the performance of the Basic Services by the Program Manager in accordance with this Agreement and Applicable Law, the Owner shall pay the Program

Manager any undisputed amounts owed for the Basic Services Compensation in accordance with each Work Authorization

4.2 BASIC SERVICES COMPENSATION AMOUNT.

4.2.1 Calculation of Basic Services Compensation. The Basic Services Compensation shall be paid in accordance with the terms set forth herein and as further set forth in accordance with each Work Authorization.

4.2.2 Expansion or Decrease in Services. The Owner reserves the right to expand or decrease the Scope of Services and/or extend the Term and duration of Basic Services under this Agreement.

4.3 INVOICES. The Program Manager shall submit invoices no more than monthly to the Owner for payment of the Basic Services Compensation as in the relevant Work Authorization and any approved Additional Services and Reimbursable Expenses. If requested by the Owner, the Program Manager shall attach to its invoices information related to the Services covered under that invoice with such information documenting the Projects on which the Program Manager worked during that period, the tasks performed during that period, and any other relevant information the Owner reasonably may request be included on the invoices.

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4.4 PROMPT PAYMENT. Owner shall pay Program Manager promptly, within forty-five (45) calendar days of the later of the date the performance of the service under the Agreement is completed or the date the Owner receives an invoice, for all amounts not disputed under the Agreement. The Owner may withhold from payments required no more than 110 percent of the disputed amount. Owner shall notify Program Manager of an error or disputed amount in an invoice submitted for payment by the Program Manager not later than the 21st day after the date the Owner receives the invoice, and shall include in such notice a detailed statement of the amount of the invoice which is disputed. Invoices for which payment has not been received by Program Manager shall be subject to interest amounts in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Program Manager shall pay any Sub-Consultants and subcontractors the appropriate share of a payment received from the Owner not later than the tenth (10th) day after the date the Program Manager receives the payment.

4.5 PAYMENT DISPUTE. Owner shall notify Program Manager of the reason and amount of any disagreement with billings, including, but not limited to, any known failure of the Program Manager to perform services in accordance with this Agreement, within fifteen (15) calendar days of receipt of the invoice in question. Amounts not disputed will be paid as stated in this Agreement.

4.6 CONDITIONS FOR BASIC SERVICES COMPENSATION. In addition to the conditions otherwise set forth herein, the payment of the Basic Services Compensation will also be subject to the conditions set forth in this Section 4.6. The Program includes the Projects and timeline described in accordance with each Work Authorization, which Projects and

timeline may be adjusted through the construction of the Projects, but shall not extend Substantial Completion beyond the period of performance stated in accordance with each Work Authorization.

- 4.7 ADDITIONAL SERVICES COMPENSATION. Additional Services Compensation shall be determined and paid in accordance with the provisions of Article 7 and paid in the same manner as set forth in this Agreement, including Section 4.5.
- 4.8 ADDITIONAL CONDITION FOR INCREASE IN COMPENSATION. Notwithstanding anything in this Agreement, Owner's Board of Trustees, by majority vote, is the only representative of the Owner having the power to approve work authorizations or increases to compensation.
- 4.9 EXPENSES. Owner shall not be charged any reimbursable expenses resulting from Basic Services except as allowed in a particular Work Authorization. No Expenses shall be chargeable to the Owner unless such costs are specifically agreed between Owner and the Program Manager prior to performance of Basic Services and if requested by Owner, the Program Manager will provide evidence of payment and other supporting documentation related to such Expenses.

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ARTICLE 5 TERM OF THE AGREEMENT; DURATION OF BASIC SERVICES

- 5.1 TERM OF THE AGREEMENT. The term of this Agreement ("Term") shall commence on the Effective Date and expire on the date that is three (3) years from the Effective Date ("Expiration Date"), or in the case of an individual Work Authorization, until the end of the Work Authorization's term, whichever is later, unless otherwise terminated sooner pursuant to the terms herein.
- 5.2 EXTENSION OF THE TERM. The Parties may agree to extend the Term in accordance with Article 11 of this Agreement or by mutual written agreement approved by the Owner's Board of Trustees and Program Manager.

ARTICLE 6 OWNER'S RESPONSIBILITIES

- 6.1 OWNER'S DECISIONS; APPROVALS. The Owner agrees to review the information submitted by the Program Manager to the Owner and provide input or decisions as may be applicable on a timely basis in order to avoid delay in the progress of the Work and Services. The Owner shall furnish information that may be necessary for the Program Manager to perform its Services and shall provide approvals for orderly progress of the Work. If the Program Manager knows of a particular item on which a decision, information, or approval is needed from the Owner, the Program Manager shall notify the Owner of that need in writing.

- 6.2 INFORMATION, SURVEYS, REPORTS. The Owner shall retain separate consultants to perform environmental/hazardous material assessments and if applicable, mitigation efforts; geotechnical and surveyor services; and structural, mechanical, chemical, electrical, conductivity, and other laboratory tests, inspections and reports as deemed necessary by the Owner.
- 6.3 NOTICE OF FAULT OR DEFECT. If the Owner's Representative obtains actual knowledge of any fault or defect in the Program, the Work on the Projects, or the nonconformance with the Construction Contract Documents, the Owner will provide to Program Manager prompt written notice of the fault, defect, or nonconformance.
- 6.4 DESIGN TEAM AGREEMENTS. The Owner shall retain and contract separately with the Design Team members for design services.
- 6.5 PROGRAM CONSTRUCTION BUDGET. The estimated Program construction budget for each of the Projects is set forth in each Work Authorization. The Program construction budget for each of the Projects are subject to amendment and adjustment during the Term.
- 6.6 CONTRACTOR AGREEMENT. The Owner shall retain and contract separately with the Contractors doing any part of the Work on the Projects.
- 6.7 CONSTRUCTION CONTRACT DOCUMENTS. Owner will provide a copy of the final, executed Construction Contract Documents to the Program Manager and will coordinate with the Program Manager the number of copies of the Construction Contract Documents that may be needed for the members of the Project Team.
- 6.8 PERMITS AND LICENSES. The Program Manager shall not be obligated to pay for any necessary permits, licenses, fees, approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.
- 6.9 Owner'S REPRESENTATIVE. The Owner shall designate an employee to act in the Owner's behalf with respect to the Program ("Owner's Representative"). This person will be available during working hours as reasonably necessary to examine information submitted by the Program Manager, to render decisions subject to those that may require approval from the Owner's Board of Trustees, to furnish information in a timely manner, to provide assistance regarding Owner's requirements, expectations, and the Program, and otherwise serve as liaison between the Owner and the Program Manager. The Owner is a public body and as such, the Parties acknowledge that certain decisions of the Owner may be made only by the Owner's Board of Trustees or the Superintendent or their designee, including approval for Work Authorizations and an increase in Total Compensation, and execution of contracts that bind the Owner. This provision does not require the Owner's Representative to perform acts appropriately reserved for the Board of Trustees or their designee.

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ARTICLE 7 CHANGES IN SERVICES AND PROGRAM

- 7.1 CHANGES IN THE GENERAL SCOPE OF PROGRAM. The Owner reserves the right to modify, by addition or reduction, the scope and duration of the Program, with an appropriate corresponding adjustment in the Basic Services that may result from an increase in Actual Costs. Owner will not pay for any Additional Services without a written agreement determining the cost of those services. Should Owner agree to Additional Services not included in the Basic Services, Owner will pay Additional Services Compensation as described in this §7. For clarity, items defined as additional services in contracts between Owner and contractors, architects, engineers, and other third parties will still receive the program management services contemplated as Basic Services by this Agreement at no additional cost above the amount specified in each Work Authorization, unless amended in writing by the parties.
- 7.2 ADDITIONAL SERVICES COMPENSATION. The amount of Additional Services Compensation for Services that are not Basic Services shall be agreed upon between the Owner and Program Manager and set forth in a written amendment to any Work Authorization and executed by the Owner and the Program Manager. The amendment shall include a description of the Additional Services performed and the amount of and basis for the amount of Additional Services Compensation to be paid to the Program Manager. Additional Services performed by Program Manager's employees will result in Additional Service Compensation according to the hourly rates provided in Attachment B Hourly Rate Schedule, provided that all Additional Services must be agreed in writing prior to performance. When negotiating an amendment for Additional Services, the Program Manager shall provide to the Owner a list of the Additional Services expected to be required, an estimate of the time required to perform such Additional Services, expenses pursuant to Article 7.4 ("Expenses") expected to be incurred, and the professional consultant's fees and expenses pursuant to Article 4.9 ("Professional Consultant Costs") that the Program Manager believes will be required.
- 7.3 PROFESSIONAL CONSULTANTS. As part of the Additional Services Compensation, Program Manager will include the actual costs paid to third party Professional Consultants retained by the Program Manager for such Additional Services with no markup. The Owner shall not be liable for payment to the Program Manager of any Professional Consultant Costs unless agreed to in writing by Owner prior to performance of any Additional Services.
- 7.4 PAYMENT FOR SERVICES UNDER THIS ARTICLE. The Program Manager shall submit invoices for the Additional Services Compensation, Expenses, and Professional Consultant Costs, if approved in advance in writing by Owner, which shall be paid in the same manner as set forth in Section 4.5 of this Agreement and conditioned as set forth in Section 4.1 and this Article 7.

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ARTICLE 8 NOTICES

- 8.1 NOTICES. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt

requested; by courier; or by electronic communications including email and telephonic facsimile and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by electronic communications. The Parties' respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

To Owner: Galveston Independent School District
Attn: Superintendent of Schools
3904 Avenue T
Galveston, TX 77550
(409) 766-5100 (Office)
Email: jerrygibson@gisd.org

With a copy to: Thompson & Horton, LLP
Attn: John Hopkins
Phoenix Tower, Suite 2000
3200 Southwest Freeway
Houston, Texas 77027
713-554-6760 (Office)
713-583-9928 (Fax)
Email: jhopkins@thompsonhorton.com

To Program Manager: John P. "JP" Grom
Vice President
Lockwood, Andrew & Newnam, Inc.
2925 Briarpark Dr., Suite 400
Houston, TX, 77042
Facsimile:
(979) 776-1000 (Office)
(979) 492-1659 (Cell)
Email: JPGrom@LAN-Inc.com

ARTICLE 9 INSURANCE

- 9.1 Program Manager'S INSURANCE. The Program Manager shall purchase and maintain for the full Term of this Agreement, including any extension hereof, insurance for protection from claims and its liabilities in the amounts and types set forth in this Article 9 and Attachment A – Insurance Schedule hereto which is incorporated and agreed to for all purposes by the Parties.
- 9.2 CERTIFICATE OF INSURANCE. Certificates and endorsement evidencing Program Manager's compliance with the insurance requirements under this Article 9 and in a form acceptable to the Owner shall be provided by the Program Manager to the Owner upon execution of the Agreement.

- 9.3 ADDITIONAL INFORMATION ON GENERAL LIABILITY INSURANCE. General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
- 9.4 INSURANCE COMPANIES. Insurance companies shall be legally licensed and admitted or authorized through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the Owner.
- 9.5 ADDITIONAL INSURED. The Owner shall be added as an additional insured / loss payee on all policies required under this Article 9 except for the Workers Compensation insurance and the professional liability/ errors and omissions insurance.
- 9.6 WAIVER OF SUBROGATION. With respect to the coverage described in this Article 9, except for Professional Liability, whenever any loss, cost, damage or expense occurs that is a covered loss in whole or part under the Program Manager's insurance hereunder, then the Program Manager's insurance shall be primary and the Program Manager will cause its insurance company to waive any right of subrogation which otherwise might exist in or accrue on account thereof; provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof.

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ARTICLE 10 INDEMNIFICATION/RELEASE/DAMAGES

- 10.1 INDEMNIFICATION BY PROGRAM MANAGER. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAM MANAGER AGREES TO AND HEREBY DOES INDEMNIFY AND HOLD HARMLESS THE OWNER AS WELL AS ITS TRUSTEES, EMPLOYEES, DESIGNATED REPRESENTATIVES, OFFICERS, DIRECTORS, FROM AND AGAINST OBLIGATIONS, DEBTS, LIABILITIES, LOSSES, DAMAGES, CLAIMS, COSTS, LAWSUITS, AND/OR JUDGMENTS (COLLECTIVELY "CLAIMS") TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OR BREACH OF THE PROGRAM MANAGER UNDER THIS AGREEMENT, INCLUDING ANY REASONABLE ATTORNEYS' AND/OR ACCOUNTING FEES, AND COSTS OF COURT, INCURRED BY THE OWNER AND FOR ALL CLAIMS FOR DAMAGES TO PROPERTY OR FOR INJURY TO ANY PERSON OR PERSONS TO THE EXTENT CAUSED BY THE PROGRAM MANAGER'S WILLFUL MISCONDUCT, NEGLIGENCE (EITHER SIMPLE OR GROSS), OR BREACH OF ANY OF THE OBLIGATIONS OR STANDARDS SET FORTH IN THIS AGREEMENT. The indemnity obligations of Program Manager under this Section 10.1 shall survive expiration or earlier termination of this Agreement.

10.2 EXCUSABLE DELAY. The Program Manager and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls and/or without their fault or negligence, including, but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, unusually severe weather events, archaeological finds, acts of terrorism, war and strikes. If the Owner determines that the excusable delay would cause a delay in Substantial Completion of the Work on a Project and additional time is required to complete such Work, the Parties will negotiate whether an extension of the Term or this Agreement or the performance of Additional Services would be necessary to mitigate the effects of the Excusable Delay.

ARTICLE 11 TERMINATION AND SUSPENSION

11.1 TERMINATION FOR CONVENIENCE. This Agreement may be terminated by either party for its convenience, without penalty or default, upon ninety (90) days written notice. In conjunction with such termination, the Owner may further instruct Program Manager to cease performing services at any time.

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11.2 TERMINATION FOR CAUSE. This Agreement may be terminated by either Party due to a breach or default by the other Party. In the event that either Party believes the other Party has failed to perform or is otherwise in breach or default of this Agreement, then the aggrieved Party shall provide the Party alleged to be in default written notice specifying the breach and providing the Party a reasonable opportunity to cure the breach. Should the Party receiving the notice fail to cure the breach or substantially to perform in accordance with the terms of this Agreement within thirty (30) days of receiving such notice (provided that if the Party alleged to be in breach uses good faith efforts to cure, the other Party may extend the time to perform), then the Party alleging the breach may terminate this Agreement at the end of such thirty (30) day period.

11.3 EFFECTS OF TERMINATION. In the event of a termination for convenience under Article 11.1, the Owner shall pay the Program Manager the undisputed amount owed but not yet paid for the Services performed up to the date of termination, or up to the date of notice from Owner to stop services, whichever is earlier. In the event of termination for cause under Section 11.2, the non-breaching Party may pursue any remedy in equity or at law that is permitted under this Agreement or Applicable Law. Termination of this Agreement shall not relieve Program Manager or any of its employees of liability for violations of this Agreement, any negligent act or omission of Program Manager, and the provisions of indemnity, warranty, liability, waivers, or assurances made in this Agreement, along with any other provisions related to liabilities and obligations of Program Manager shall survive past the termination date. In the event of termination under this Article or otherwise, Program Manager hereby consents to employment by Owner of a substitute Program Manager to complete the services under this Agreement, with the substitute Program Manager having all rights and privileges of the original Program Manager of the Project.

11.4 SUSPENSION ORDERED BY Owner. Upon written notice, the Owner may order the Program Manager to suspend, delay, or interrupt all or any part of the Services on the Program or for Work being performed by a Contractor on the Projects for a period of up to sixty (60) day for the convenience of the Owner or because of events beyond the control of the Owner or the Program Manager. Any time after the sixty (60) day suspension period, the Program Manager, at its sole option, may elect to terminate this Agreement or remobilize Work on the Program or that portion of the Program and resume the Services that had been suspended. The Program Manager shall restore its construction site personnel and office personnel to its former size as quickly as is reasonably feasible upon its election to remobilize. Program Manager personnel assigned to another project during the suspension period and not available to return to the Program upon the conclusion of the suspension, delay, or interruption shall be replaced by new personnel so long as such personnel meet the qualifications set forth in Section 2.4 and are acceptable to the Owner.

11.5 SUSPENSION OF WORK FOR HAZARDOUS MATERIALS. Except in the event that Program Manager and/or its Professional Consultants are directly responsible for introducing Hazardous Materials to the site, the Program Manager shall have no responsibility for the discovery, presence handling, removal or disposal of, or exposure of persons to Hazardous Materials considered as such under Environmental Laws. In the event the Program Manager discovers or is notified by a Contractor that there are materials that reasonably are believed to be Hazardous Materials that have not been rendered harmless and which are not part of the Work to be performed by the Contractor on the one of the Projects, the Program Manager immediately shall stop Work in the affected area and report the condition to the Owner in writing. The Work in the affected area shall resume in accordance with the Construction Contract Documents. The Owner shall not require the Program Manager to perform any Services relating to Hazardous Materials without the prior written consent of the Program Manager. In the event of any suspension, delay, or interruption of any or all of the Services provided on the Program pursuant to this Section 11.5, the Term or duration of Basic Services may be extended by a period of time corresponding to the impact such suspension has on the completion of all of the Work on the Projects if the Contractor is unable to overcome the delays on the Project or Projects so as to get the Project back on schedule and the Owner agrees to an extension of the Term and duration of Basic Services subject to approvals as set forth in this Agreement. For purposes of this Agreement, the term "Hazardous Materials" means pollutants, contaminants and other materials, substances and wastes which are hazardous, toxic, caustic, harmful or dangerous to human health or the environment, including (a) petroleum or petroleum products and polychlorinated biphenyls; (b) any flammable substances or explosives; (c) all asbestos (friable or non-friable) and lead-based paint; and (d) any substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "toxic chemicals," "toxic pollutants," "contaminants," "pollutants," under any Environmental Law. For purposes of this Agreement, the term "Environmental Law" or "Environmental Laws" mean any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments, governing, addressing, or imposing liability for use, storage, treatment, handling, disposal, or other standards of conduct with respect to or otherwise relating to (i) protection of human health, natural resources, or the environment; or (ii) manufacturing,

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processing, distribution, use, treatment, storage, disposal, release or threatened release, spilling, leaking, pumping, pouring, emitting, injecting, depositing, discharging, escaping, dumping, leaching or leaking of Hazardous Materials (as herein defined). Such laws shall include, but not be limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Safe Drinking Water Act, and in the regulations adopted in publications promulgated pursuant to the foregoing acts.

11.6 EFFECT OF DELAY OR SUSPENSION. Except as otherwise set forth herein, a suspension, delay or interruption of the Services on the Program or the Work on the Projects shall not operate to terminate or void this Agreement.

11.7 REMOVAL OF PROJECT FROM SERVICES. The Owner at its sole discretion reserves the right to remove any of the Projects or any phase of any of the Projects from the Scope of Services of Program Manager contained in this Agreement. When Owner removes a Project, or phase of a Project, from the Scope of Services, Owner will compensate Project Manager for any Actual Costs incurred up to the time of the removal of the Project, or phase of the Project, from the Scope of Services. The Owner shall only be liable for undisputed fees already incurred by the Program Manager on the removed Scope of Service(s). If the Owner removes a portion of the Work in its sole discretion, the value of which cannot be determined by reference to the Construction Contract Documents for the Project, the amount of the fee reduction shall be a reasonable amount as mutually agreed upon by Owner and Program Manager.

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**ARTICLE 12
DISPUTE RESOLUTION**

12.1 NON-BINDING MEDIATION. If a dispute arises out of or relates to this Agreement, or its alleged breach, and if that dispute has not been settled through direct discussions within a reasonable period, except in the event that mediation would pose a hardship on either of the Parties or cause a Party to lose substantial rights under this Agreement or under Applicable Law, the Parties agree to mediate the dispute prior to resorting to litigation. The Parties will agree on a mediator and shall share in the expenses of mediation. Mediation shall not be subject to the American Arbitration Association rules or any similar rules or procedures except as may be agreed to by the Parties at the time of mediation. The Owner expressly rejects any binding dispute resolution except for suit through a court of competent jurisdiction. At all times during the course of any dispute resolution process, the Program Manager shall continue diligently and without delay to perform the services and obligations of the Agreement.

**ARTICLE 13
SUCCESSORS/ASSIGNMENT/THIRD PARTIES**

- 13.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees, and personal representatives of the Program Manager.
- 13.2 ASSIGNMENT. Neither the Owner nor the Program Manager shall assign, sublet or transfer its interest in this Agreement or any of the obligations or liabilities of that Party under this Agreement without the written consent of the other Party. Program Manager may not assign accounts receivable to a commercial bank or financial institution for securing loans without the prior approval of the Owner.
- 13.3 NO THIRD-PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the Owner and the Program. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

ARTICLE 14 ADDITIONAL PROVISIONS

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- 14.1 OWNERSHIP OF DOCUMENTS AND RECORDS. All documents, Drawings, Plans and Specifications, work-product, reports, Program documents, data, and other documents, including any deliverables created, prepared, or compiled by the Program Manager, any member of the Design Team, and/or any Professional Consultant with whom the Program Manager has contracted in connection with the Services to be provided under this Agreement (collectively "Work-Product") shall become the Owner's property upon proper full payment for the Program Manager's Services for work already performed hereunder. To this end, Program Manager agrees to include in all agreements and contracts with Professional Consultants provisions whereby the design consultant or other person agrees to assign, grant, transfer, and convey to Owner, its successors and assigns, that person's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration and confirms that Owner shall own all right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201 (b). Upon expiration or earlier termination of this Agreement, the Program Manager shall deliver to the Owner all Work Product; return to the Owner all documents and records provided by the Owner which are in the Program Manager's possession or control; and shall deliver all Program files maintained by the Program Manager for the Program. However, the Program Manager shall be allowed to make copies of all such documents, records, information and material. Notwithstanding the foregoing, Program Manager shall bear no liability or responsibility for Work-Product that has been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement. They are not to be used by any person or entity other than Owner on other projects unless expressly authorized by Owner. The Owner shall have the right to use the ideas and designs therein contained for the completion of the services described by this Agreement, and for completion of the Project. Notwithstanding any provision to the contrary, contained in this Agreement, Program Manager and its lower tier consultants shall retain sole ownership to their preexisting

information including but not limited to computer programs, software, standard details, figures, templates and specifications.

- 14.2 GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the law of the State of Texas without regard to its choice of law or conflict of laws provisions. Exclusive venue of any dispute shall be in a court of competent jurisdiction in Harris County, Texas.
- 14.3 ENTIRE AGREEMENT. This Agreement, including all attachments represents the entire and integrated agreement between the Owner and the Program Manager and except as set forth herein supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict between the components of the Agreement, the documents will have the following precedence: (1) this Agreement; (2) an attachment to this Agreement.
- 14.4 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the Owner and the Program Manager.
- 14.5 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14.6 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 14.7 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 14.8 INTERPRETATION OF CERTAIN WORDS. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 14.9 COUNTERPARTS; ELECTRONIC SIGNATURES AND TRANSMISSION. The Parties agree that this Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one document; provided each of the Parties hereto executes at least one counterpart. A facsimile or other electronic signature to this Agreement shall be enough to prove the execution hereby by any Party. The Parties consent to the transmission of copies of this Agreement and any documents related to this Agreement by electronic means and intend that the Texas Electronics Transaction Act will apply to this transaction.
- 14.10 MUTUAL WAIVERS
14.10.1 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY,
OR THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, AGENTS,

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OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.11 CONFIDENTIALITY AND PUBLIC INFORMATION. Subject to the Texas Public Information act, if the Program Manager or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Program, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information. Otherwise, information that the Parties would reasonably expect to remain confidential should be kept in confidence by the receiving party absent legal obligations to disclose it. Program Manager acknowledges that Owner is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Owner is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Program Manager has clearly marked as confidential and/or proprietary, Owner shall provide the Program Manager with the notices required under the TPIA. Program Manager acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Program Manager also acknowledges to assist Owner insofar as necessary to comply with Owner’s own obligations under the TPIA.

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14.12 FELONY NOTIFICATION.

- i) Pursuant to Texas Education Code Section 44.034, Program Manager must give advance written notice to Owner if an owner or operator of Program Manager has been convicted of a felony. Program Manager represents and warrants that no owner, operator, shareholder, officer or director of Program Manager has been convicted of a felony. Should it become known to Program Manager that any owner, operator, shareholder, officer or director is convicted of a felony while this Agreement is in effect, Program Manager will immediately notify Client of such conviction. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Program Manager hereby certifies that all employees, consultants and volunteers of the Program Manager who have continuing duties related to the contracted services; and has or will have direct contact with students have passed a national criminal history background record information review as required by those sections. Failure to comply with the provisions of this paragraph constitutes a default under this Agreement, entitling Owner to terminate this Agreement for cause.

ii) Program Manager will obtain all required national Criminal History Record Information ("CHRI"), pursuant to Texas Education Code section 22.0834 and Texas Government Code 411.082(a), on all employees, subcontractors of every tier ("Subcontractor"), Subcontractor's employees, independent contractors, applicants, agents, or consultants, if (1) the person will have continuing duties related to the Project and (2) the duties are or will be performed on Owner's property and the person(s) will or may have direct contact with students ("Covered Employee"). Program Manager shall assume all expenses for obtaining CHRI. Any Covered Employee shall be disqualified and prohibited from performing any contract duties or services if that Covered Employee has been convicted of one of the following offenses, if at the time of the offence the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History"). The Program Manager shall certify to the Owner in writing that it has complied with this section and that none of its Covered Employees have a Disqualifying Criminal History on a form provided by the Owner. Program Manager agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses during the performance of this contract, Program Manager will immediately remove the Covered Employee from Owner's property or other location where students are regularly present, and notify the Owner of said removal within three (3) days of doing so. Program Manager understands that any failure to comply with the requirements of this section may be grounds for termination of the contract. Instructions for complying with CHRI requirements are available from the Owner.

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14.13 APPLICABLE LAWS. Program Manager and its subcontractors and agents agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program and Agreement, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

14.14 GOVERNMENTAL IMMUNITY. Notwithstanding anything else in this or any other Agreement between the Parties, neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

14.15 By executing this Agreement, Program Manager verifies that it does not, and will not for the term of this Agreement, boycott Israel or any Israeli-controlled territory. On April 25,

2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of this clause until further order of this or higher court having jurisdiction over the issue. The Program Manager further verifies to the Owner that the Program Manager does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement. The Program Manager further represents and warrants to the Owner that the Program Manager does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

14.16 Texas Tax Code §171.1011(g)(3). Notwithstanding anything in this agreement and for the purpose of Complying with Tex. Tax Code §171.1011(g)(3), Owner agrees with the following: (1)Unless Owner expressly states otherwise prior to Program Manger commencing performance under this Agreement, Owner hereby accepts the use of any subconsultant, subcontractor or agent of Program Manager proposed reasonably in advance in writing by Program Manager to be used under this Agreement; and/or,(2) Any payment made by Owner to Program Manager that includes fees payable to a subconsultant, subcontractor or agent of Program Manager under this Agreement that has been disclosed to Owner in writing shall constitute an acceptance by Client of Program Manager's use of any such subconsultant, subcontractor or agent of Program Manager under this Agreement.

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14.17 Funding Out. Any/all contracts exceeding one (1) year, including this Agreement, will require a standard "funding out" clause, substantially similar to the one below. Program Manager agrees to the funding out clause below.

"A contract for the acquisition, including lease, of real or personal property is a commitment of the District's current revenue only, provided the contract contains either or both of the following portions:

1. Retains to the District the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
2. Is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract."

14.18 TEXAS GOVERNMENT CODE 552, SUBCHAPTER J

Pursuant to Texas Government Code 552, Subchapter J, Program Manager agrees to be bound by the following terms if the Agreement has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the Owner or if the Agreement results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the Owner in a fiscal year of Program Manager. If the Owner receives a written request for public information related to this Agreement that is in the possession or custody of Program Manager and not in the possession or custody of the Owner, the Owner shall send, not later than the third business day after the date the Owner receives the written request, a written request to Program Manager that Program Manager provide that information to the Owner.

Program Manager must:

- .1 Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Agreement;
- .2 Promptly, within four business days, provide to the Owner any requested contracting information that is in the custody or possession of Program Manager upon request of the Owner; and,
- .3 On completion of the Agreement, either:
 - .1 Provide to the Owner at no cost all contracting information related to the Agreement that is in the custody or possession of Program Manager; or
 - .2 Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner.
- .4 The requirements of Subchapter J, Chapter 552, Government Code may apply to this Agreement, and Program Manager agrees that the Agreement can be terminated if Program Manager knowingly or intentionally fails to comply with the requirements of that subchapter.
- .5 Further, under Texas Government Code Chapter 552.372(c), the Owner may not accept a bid for or awarding of a contract to an entity that the Owner has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the Owner determines and documents that the entity has taken adequate steps to ensure future compliance.
- .6 If Program Manager fails to provide to the Owner the requested information, Texas Government Code Chapter 552.373 requires the Owner to notify Program Manager in writing of the failure and allow 10 business days to cure the violation. Owner may terminate the Agreement if Program Manager fails to remedy the failure, Owner determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

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14.19 The Program Manager shall have the right to include photographic or artistic representations of the design of the Project among the Program Manager's promotional and professional materials. The Program Manager shall be given reasonable access to the completed Project to make such representations. However, the Program Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Program Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Program Manager in the Owner's promotional materials for the Project. This Section shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause.

14.20 ATTACHMENTS. This Agreement consists of this Agreement and all of its attachments, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form this Agreement and are as fully a part of this Agreement as if attached to this Agreement or repeated herein. All attachments are incorporated hereby for all purposes. Attachments include:

Attachment A: Insurance Schedule

Attachment B: Hourly Rate Table

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the latest date signed below.

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Owner:

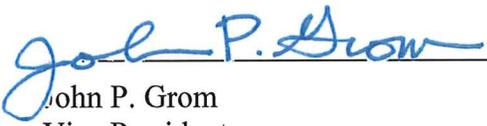
**GALVESTON INDEPENDENT
SCHOOL DISTRICT**

Program Manager:

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: _____

Dr. Jerry Gibson
Superintendent

By:  _____

John P. Grom
Vice President

on: _____

on: June 6, 2022

ATTACHMENT A

INSURANCE SCHEDULE

This Attachment A is attached to and a part of the agreement between the Owner and Program Manager under the Agreement for Program Manager Services, as amended, (“Agreement”) for the Project (as defined in the Agreement) between Galveston ISD (“Owner”) and Lockwood, Andrews & Newnam (“Program Manager”). The Program Manager will furnish insurance that meets the requirements set forth below:

1. **Insurance.**

1.1. Program Manager shall maintain, for the full term of the Agreement:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 general aggregate limit, for bodily injury and property damage, including coverage for contractual liability subject to policy terms, conditions and exclusions. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

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1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Program Manager’s employers, or

1.1.1.2. damages arising from personal or advertising injury applicable to the Program Manager’s obligations under the Agreement, including policy applicable liability assumed by and the indemnity and defense obligations of the Program Manager (see Certificate of Insurance attached).

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles (see Certificate of Insurance attached).

1.1.3. Workers’ Compensation, including employers’ liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Program Manager shall require Program Manager’s consultants, if any, to provide Workers’ compensation insurance for all consultants’ employees engaged in work under the subcontract. Program Manager shall comply with all applicable requirements of Texas Labor Code Title 5 (see Certificate of Insurance attached).

1.1.4. Professional Liability, with limits not less than \$1,000,000 per claim, \$2,000,000 in aggregate.

- 1.2. Excepting Professional Liability and Workers' Compensation, the coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated herein, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
 - 1.3. Insurance companies shall be legally authorized through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to Owner.
 - 1.4. Before commencement of the work under this Agreement, certificates of insurance and copies of endorsements shall be furnished to the Owner, with complete copies of declaration pages to be furnished to Owner promptly upon request.
 - 1.5. All original and copies of certificates of insurance shall (a) state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices and applicable endorsements shall reference the certificate number; (b) except Worker's compensation and professional liability insurance, add Owner, Owner's members, directors, officers, trustees and employees of any of them as named additional insureds on all policies; (c) include a waiver of subrogation in favor of the Owner; (d) include the assigned Project and purchase order number, if applicable; and (e) include an endorsement whereby policy shall not be canceled until 30 days after notice has been mailed to Owner, or 10 days for non-payment of premium."
 - 1.6. If Program Manager fails to maintain any required insurance, the Owner, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any sums due the Program Manager.
2. All capitalized terms used in this Insurance exhibit that are not otherwise defined herein shall have the same meaning as such terms in the Agreement.
 3. Program Manager's subconsultants shall meet the same requirements except for limits of insurance.

ATTACHMENT B

HOURLY RATE TABLE

Title	Effective Through Date:				
	5/1/2023	5/3/2024	5/4/2025	5/5/2026	5/6/2027
1) Project Principal	\$292	\$300	\$309	\$319	\$328
2) QA/QC	\$249	\$257	\$264	\$272	\$280
3) Senior Program Manager	\$286	\$295	\$304	\$313	\$322
4) Senior Project Manager	\$223	\$229	\$236	\$243	\$251
5) Program Manager	\$237	\$245	\$252	\$259	\$267
6) Project Manager	\$207	\$213	\$219	\$226	\$233
7) Architect	\$242	\$249	\$256	\$264	\$272
8) Project Architect	\$159	\$164	\$169	\$174	\$179
9) Engineer VII	\$295	\$304	\$313	\$322	\$332 ¹⁰⁴
10) Engineer VI	\$280	\$288	\$297	\$306	\$315
11) Engineer V	\$209	\$215	\$222	\$228	\$235
12) Engineer IV	\$201	\$207	\$214	\$220	\$227
13) Engineer III	\$164	\$169	\$174	\$180	\$185
14) Engineer II	\$117	\$120	\$124	\$127	\$131
15) Engineer I	\$112	\$116	\$119	\$123	\$126
16) GIS Analyst	\$182	\$188	\$193	\$199	\$205
17) Senior Right-of-Way Agent	\$176	\$181	\$187	\$192	\$198
18) Right-of-Way Agent	\$148	\$153	\$157	\$162	\$167
19) Government Relations/Development	\$239	\$246	\$253	\$261	\$268
20) Senior Program Coordinator	\$129	\$133	\$137	\$141	\$146
21) Senior Inspector	\$186	\$191	\$197	\$203	\$209
22) Inspector	\$154	\$158	\$163	\$168	\$173
23) Construction Manager	\$237	\$245	\$252	\$259	\$267
24) Technical Expert	\$186	\$191	\$197	\$203	\$209
25) Project Administrator	\$170	\$175	\$180	\$185	\$191
26) Project Controls	\$122	\$126	\$129	\$133	\$137
27) Senior Program Coordinator	\$128	\$132	\$136	\$140	\$144
28) Project Coordinator	\$112	\$116	\$119	\$123	\$126
29) Document Controls Administrator	\$126	\$130	\$134	\$138	\$142
30) Administrative Assistant	\$103	\$106	\$109	\$112	\$116
31) Project Administrator	\$159	\$164	\$169	\$174	\$179

**WORK AUTHORIZATION BASED UPON
MASTER AGREEMENT
BETWEEN
Owner AND Program Manager
Authorization 01
Prepared 2022-06-06**

THIS IS A WORK AUTHORIZATION, effective on the date of the final execution by the parties,

By and between

Galveston Independent School District (“Owner”)

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and

Lockwood, Andrews & Newnam, Inc. (“Program Manager”) and is governed by all provisions of the Owner-Program Manager Master Agreement dated June 22, 2022

Owner intends to utilize the services of the Program Manager to complete the projects generally described below:

<u>Project</u>	<u>Total Project Cost</u>	<u>Planned Project Commencement</u>	<u>Project Duration*</u>	<u>Substantial Completion</u>
Ball High School	\$229,972,809.00	Jul-22	48	Jul-26
Aquatics Center	\$15,980,000.00	Jul-22	48	Jul-26
Central Middle School	\$8,513,236.00	Jul-22	12	Jul-23
Weiss Middle School	\$18,745,885.00	Jul-22	24	Jul-24
Austin Middle School	\$8,900,879.00	Jul-23	18	Jan-25
<u>Courville Stadium</u>	<u>\$24,270,000.00</u>	<u>Jul-22</u>	<u>13</u>	<u>Aug-23</u>

\$306,382,809.00

* (Months from Commencement to Substantial Completion)

The Owner has entered an agreement with an Architect for the performance of the above-named projects.

Owner and Program Manager in consideration of their mutual covenants herein agree in respect of the performance or furnishing of Program Management services by Program Manager with respect to the PROJECT and the payment for those services by Owner as set forth below and in the Master Agreement between the parties.

1 DESCRIPTION OF PROGRAM MANAGEMENT SERVICES

1.1 Planning and Initiation Phase

- 1.1.1 Work with Owner to establish accounting and reporting methods. Develop and/or adopt Owner's existing standards
- 1.1.2 Establish document controls system and manage use of the system by project teammates. 106
- 1.1.3 Provide consultation and lead the process for selection of Architect and/or Engineering (A/E) firms; handle requests for qualification statements and letters of interest; assist in developing short list; facilitate selection by the Owner; negotiate contracts as directed by the Owner and prepare all correspondence, reports and contracts for Owner approval.

1.2 Pre-construction Phase

- 1.2.1 Provide evaluation of program and budget requirements and cause A/E to prepare final Program of Requirements.
- 1.2.2 Oversee progress activities of the A/E.
- 1.2.3 Provide Quality Control checking of A/E submission documents. Prepare written review and maintain follow-up log for quality assurance.
- 1.2.4 Arrange meetings and design sessions to facilitate design inputs by all end users including administration, staff, teachers, directors, support services and students as well as committees and the community (as desired).
- 1.2.5 Review estimates, budgets and timelines prepared by the A/E and produce a report identifying variances from the Program Budget along with recommendations for resolving such variances.
- 1.2.6 Advise on use of materials, site use, building systems, construction feasibility, time requirements, value engineering and cost control.
- 1.2.7 Develop, in consultation with Owner, requirements for furniture for each facility. Manage furniture procurement.
 - 1.2.7.1 Develop list of vendors from cooperative purchasing program vendors
 - 1.2.7.2 Coordinate vendor interviews and presentations with Owner for vendor selection by Owner

- 1.2.7.3 Process contract form
 - 1.2.7.4 Coordinate vendor work sessions with user groups to select furniture
 - 1.2.7.5 Coordinate development of final selections document for final approval by Owner
 - 1.2.7.6 Coordinate purchase order(s) with Owner to initiate purchase and delivery actions
 - 1.2.8 Manage move coordination activities, overseeing contracted moving services company, including portable buildings instructional materials, music instruments, furniture, shop equipment and personal belongings.
 - 1.2.9 Assist with coordination of Owner Furnished Owner Installed (OFOI) and Owner Furnished Contractor Installed (OFCI) items.
 - 1.2.10 Coordinate contract documents for Owner. Work with Owner legal counsel on the preparation of contract forms for inclusion in bidding documents
 - 1.2.11 Advise and coordinate methods for contractor selection and construction delivery (competitive bid, competitive sealed proposal, construction manager-at-risk, design-build, etc.).
 - 1.2.12 Facilitate developing bidder pre-qualifications, issuing bid documents, conducting pre-bid conferences, receiving bids, bid analyses, and recommending awards.
 - 1.2.13 Facilitate developing bidder pre-qualifications, issuing bid documents, conducting pre-bid conferences, receiving bids, bid analyses, and recommending awards.
 - 1.2.14 Facilitate procurement of material testing labs, air balancing services and other necessary construction-phase consultants not provided through the A/E.
 - 1.2.15 Facilitate pre-award conferences and contracts.
 - 1.2.16 Provide value engineering on all construction projects.
- 1.3 Construction Phase
- 1.3.1 Assist the A/E in administering contracts for construction.
 - 1.3.2 Provide administrative, management and related services to monitor, observe and evaluate work of the contractor, testing labs, and A/E. Handle contract administrative responsibilities for the Owner. Assist the A/E in completing projects in accordance with Owner objectives for costs, time and quality.
 - 1.3.3 Schedule and conduct with the A/E pre-construction, construction and progress meetings to discuss projects.
 - 1.3.4 Perform construction observation activities once per week
 - 1.3.5 Prepare construction observation reports once per week

- 1.3.6 Monitor, update and enforce construction schedules.
- 1.3.7 Enforce contracts to achieve satisfactory performance from all contractors, labs and professionals.
- 1.3.8 Provide regular monitoring of approved estimates of construction costs and maintain cost accounting records. Provide monthly financial briefings and summaries of all project costs.
- 1.3.9 Review and make recommendations to Owner on all requests for changes (Proposal Requests, Request for Information, Supplemental Instructions) in construction and change orders.
- 1.3.10 Review, evaluate and make recommendations to Owner on all invoices and applications for payment. Assign job accounting code to each invoice transaction for accurate accounting of costs.
- 1.3.11 Develop and implement procedures with A/E for progress and final payments to contractor.
- 1.3.12 Assist in obtaining all permits.
- 1.3.13 Coordinate the services of all A/E's, surveyors, testing labs and other consultants.
- 1.3.14 Assist in verifying that all work conforms to contract documents. Follow-up on deficiencies identified during observations.
- 1.3.15 Assist A/E in contract interpretations and owner intent.
- 1.3.16 Receive certificates of insurance.
- 1.3.17 Receive and facilitate review of specific shop drawings, product data, samples and other submittals and assist owner and A/E with approvals.
 - 1.3.17.1 HVAC Equipment
 - 1.3.17.2 Building automation controls
- 1.3.18 Record and report project progress.
- 1.3.19 Maintain record copies of contract documents, addenda, change orders, and other modifications.
- 1.3.20 Assist in arranging for delivery, storage, protection and security of owner purchased materials, systems and equipment.
- 1.3.21 Manage move coordination activities, including portable buildings instructional materials, music instruments, furniture, shop equipment and personal belongings.
- 1.3.22 Verify furniture order has been processed and confirm dates for delivery
- 1.3.23 Maintain electronic document controls program for use by entire team for the management and tracking of project documents.

1.4 Closeout Phase

- 1.4.1 Coordinate the timing and conditions for furniture delivery and installation with Contractor and Owner schedules.
- 1.4.2 Facilitate A/E in substantial completion inspections, and furnishing to Owner guarantees, affidavits, releases, bonds, keys, manuals, record drawings, and maintenance stocks.
- 1.4.3 Review closeout documents for thoroughness and compliance with project requirements. Address missing items with Contractor and A/E
- 1.4.4 Manage move coordination activities, including portable buildings instructional materials, music instruments, furniture, shop equipment and personal belongings.
- 1.4.5 Represent the Owner during final inspections and walk-through. 109
- 1.4.6 Manage furniture delivery
 - 1.4.6.1 Review bill of materials
 - 1.4.6.2 Coordinate delivery dates with vendor and contractor
 - 1.4.6.3 Coordinate conditions and locations for storage with contractor
 - 1.4.6.4 Provide material receiving assistance to Owner including condition check
- 1.4.7 Represent the Owner during final inspections and walk-through.
- 1.4.8 Coordinate training meetings by others for Owner staff in use of new facilities, components, equipment, and services.
- 1.4.9 Prepare documents for financial closeout of the Project

1.5 Warranty Phase

- 1.5.1 Establish protocol for reporting warranty deficiency
- 1.5.2 Disposition warranty claim and identify appropriate party for response; architect, contractor or Owner
- 1.5.3 Establish tracking of warranty items and corrective actions
- 1.5.4 Coordinate and participate in 11-month warranty walk through and review
- 1.5.5 Develop warranty actions as identified during 11-month warranty walk through
- 1.5.6 Prepare warranty phase transition plan for Owner responsibility of future Warranty needs

1.6 Communications Activities

- 1.6.1 Participate in weekly meeting with Superintendent to update on project status and achieve decisions on matters required of the Owner
- 1.6.2 Participate in monthly meeting with Superintendent and Board "Finance

Committee” to update on project status and achieve decisions on matters required of the Owner

1.6.3 Prepare monthly Bond update reports for consumption by Board of Trustees and Superintendent

1.6.4 Attend monthly Board of Trustees meeting, and attend other Board of Trustees meetings and workshops as reasonably requested by Owner.

1.7 Excluded Services

1.7.1 Planning and Initiation

1.7.1.1 Provide consultation on facilities to the District and its Board, Administration, Staff and Committees; facilitate committees, attend meetings; and assist in developing recommendations for facilities improvements.

1.7.1.2 Make presentations at the request of the Owner to the community and civic groups on improvement programs.

1.7.1.3 Work with Owner Administration and financial/bond advisors, as requested, to provide data and analyses.

1.7.1.4 Provide consultation on existing site analyses and new site analyses and selection.

1.7.1.5 Provide consultation on funding and possible facility bond program.

1.7.1.6 Assist in project/program cash flow projections; prepare exhibits and presentation materials for public consumption.

1.7.2 Pre-Construction Phase

1.7.2.1 Make presentations at the request of the Owner throughout the pre-construction phase to the community, civic and other interested groups on construction progress.

1.7.2.2 Provide content to allow Owner to update web site communication page(s) for entire capital program.

1.7.2.3 Sustainable design services (LEED®, CHPS® and other similar programs) in excess of the requirements of Authorities Having Jurisdiction

1.7.2.4 Preparation or coordination of documents and presentations required by the Texas Education Agency's Commissioner's Rules Concerning School Facilities, Subsection 61.1040 School Facilities Standards for Construction on or after November 1, 2021.

1.7.2.5 Development of Technical Requirements for Construction (Master project specifications)

1.7.2.6 Payroll compliance services

1.7.2.7 Life-cycle cost analysis

1.7.2.8 Affirmative action, diversity compliance and outreach

- 1.7.2.9 Preventative Maintenance planning
- 1.7.2.10 Procurement of instructional materials and classroom consumables
- 1.7.3 Communications Activities
 - 1.7.3.1 Prepare for and participate in community (PTO, Campus, etc) Bond Update Meetings
 - 1.7.3.2 Prepare for and participate in Citizen's Bond Advisory Committee Meetings
 - 1.7.3.3 Prepare weekly Bond update reports for consumption by Board of Trustees and Superintendent
 - 1.7.3.4 Prepare charts, graphs, photos, status summaries and other reporting for Owner website
- 1.7.4 Serving as a Witness. Provision of legal, insurance, financing, and accounting services, including auditing services.
- 1.7.5 Furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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2 PAYMENTS TO THE PROGRAM MANAGER

- 2.1 Owner shall pay Program Manager for Basic Services, identified in Article 1 "Description of Program Manager's Services" of this Work Authorization, as follows:
 - 2.1.1 A lump sum fee of Seven Million Three Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$7,398,000.00), subject to the terms of Paragraph 2.4.1.
 - 2.1.2 Building envelope Sub-Consultant services at the amount billed to the Program Manager with no markup.
- 2.2 Owner shall pay Program Manager for Additional Services as follows:
 - 2.2.1 General. For services of Program Manager's principals and employees engaged directly on the Project performed or furnished, in accordance with the hourly schedule attached to the Master Agreement.
 - 2.2.2 Program Manager's Consultants. For services of Program Manager's Consultants performed or furnished, the amount billed to Program Manager with no markup.
- 2.3 Owner shall pay Program Manager for Reimbursable Expenses as follows:
 - 2.3.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Program Manager and the Program Manager's consultants directly related to the Program, as follows:
 - 2.3.1.1 If authorized in writing in advance by the Owner

This is the **Work Authorization**, consisting of 13 pages, referred to in the **Master Agreement between Owner and Program Manager**,

- 2.3.1.1.1 Program Management Information System Software seat licenses in excess of two seat licenses;
- 2.3.1.1.2 Customization of the Program Management Information System;
- 2.3.1.1.3 Site office expenses;
- 2.3.1.1.4 Fees paid for securing approval of authorities having jurisdiction over the projects;
- 2.3.1.1.5 Fees paid for testing, surveys or other data obtained at the request of the Owner;
- 2.3.1.1.6 Professional photography and presentation materials;
- 2.3.1.1.7 Reproduction costs for contract documents;
- 2.3.1.1.8 Other similar Program-related expenses that are agreeable to Owner.

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2.3.1.2 Not requiring authorization in advance by the Owner

- 2.3.1.2.1 Transportation to and from Owner facilities;
- 2.3.1.2.2 Printing, reproductions, plots, standard form documents;
- 2.3.1.2.3 Postage, handling and delivery.

2.4 Other Provisions Concerning Payments.

2.4.1 The payments due under Article 2.1.1 to the Program Manager shall be billed monthly and distributed according to the Invoicing Plan that follows. The Invoicing Plan anticipates certain Project Commencement dates, Planned Project Durations, and Substantial Completion Dates. The Parties recognize that the Invoicing Plan reflects the best understanding of the planned execution of the Projects and the projected Schedule of Invoices is subject to change as Planned Project Commencement, Planned Project Durations, and Substantial Completion dates may change. The Program Manager shall, monthly, bill the Fee Allocation divided by the Project Duration (forming the Monthly Amount). The payments due under Article 2.1.2 to the Program Manager shall be billed monthly, when received from Sub-Consultant.

This is the **Work Authorization**, consisting of 13 pages, referred to in the
Master Agreement between Owner and Program Manager,

Project	Total Project Cost	Planned Project Commencement	Project Duration*	Substantial Completion	Fee Allocation	Monthly Amount	Schedule of Invoices				
							2022	2023	2024	2025	2026
Ball High School	\$229,972,809.00	Jul-22	48	Jul-26	\$5,552,984.02	\$115,687.17	\$694,123.00	\$1,388,246.00	\$1,388,246.00	\$1,388,246.00	\$694,123.00
Aquatics Center	\$15,980,000.00	Jul-22	48	Jul-26	\$385,857.29	\$8,038.69	\$48,232.16	\$96,464.32	\$96,464.32	\$96,464.32	\$48,232.16
Central Middle School	\$8,513,236.00	Jul-22	12	Jul-23	\$205,562.84	\$17,130.24	\$102,781.42	\$102,781.42	\$0.00	\$0.00	\$0.00
Weiss Middle School	\$18,745,885.00	Jul-22	24	Jul-24	\$452,643.08	\$18,860.13	\$113,160.77 ^P	\$226,321.54	\$113,160.77	\$0.00	\$0.00
Austin Middle School	\$8,900,879.00	Jul-23	18	Jan-25	\$214,922.97	\$11,940.16	\$0.00	\$71,640.99	\$143,281.98	\$0.00	\$0.00
Courville Stadium	\$24,270,000.00	Jul-22	13	Aug-23	\$586,029.81	\$45,079.22	\$270,475.30	\$315,554.51	\$0.00	\$0.00	\$0.00
					\$7,398,000.00		\$1,228,772.65	\$2,201,008.79	\$1,741,153.07	\$1,484,710.33	\$742,355.16

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* (Months from Commencement to Substantial Completion)

2.4.2 The parties may agree to amend this Work Authorization to include additional scope and fees. In the event of termination by Owner for convenience, no monies are earned for any amounts on the schedule of values earned after the date of termination or date the Owner instructs Program Manager to cease services, whichever is earlier.

3 MISCELLANEOUS PROVISIONS

3.1 Construction Administration

3.1.1 The Program Manager shall visit the site weekly and at such other intervals or on such occasions as Owner may reasonably request based on Project needs in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow the Program Manager, as a professional, to become generally familiar with the Work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

3.1.2 Based on this general observation, the Program Manager shall keep the Owner informed about the progress of the Work and shall endeavor to guard the Owner against deficiencies in the Work.

3.1.3 If the Owner desires more extensive project observation or full-time project representation, the Owner shall request that such services be provided by the Program Manager as Additional Services in accordance with the terms of this agreement.

3.1.4 The Program Manager shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means,

methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

- 3.1.5 The Program Manager shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Program Manager does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.2 Opinions of Cost

- 3.2.1 Program Manager's opinions of probable Construction Cost provided for herein are to be made on the basis of Program Manager's experience and qualifications and represent Program Manager's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Program Manager has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Program Manager cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Program Manager. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

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3.3 Owner Responsibilities

- 3.3.1 Communicate the responsibilities and authority, and limits thereof, of the Program Manager to the Owner's officers, directors, partners, employees, agents and Owner's other Consultants and Contractors and enforce compliance with authorities granted to the Program Manager.
- 3.3.2 Identify a representative authorized to act on the Owner's behalf with respect to the Program. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Program Manager's services.
- 3.3.3 Furnish tests, inspections, and reports required by law or the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 3.3.4 Provide the Program Manager access to the Project site and other facilities under the Owner's control and associated with the Project. The Owner shall obligate its contractors to provide the Program Manager access to the Project site wherever Work is in preparation or progress.
- 3.3.5 Permit the Program Manager to include photographs, videos and audio of the

Project among the Program Manager's promotional and professional materials with Owner's prior written approval.

3.3.6 Technology requirements. If the Owner requires Program Manager to access programs or data only available on the Owner's equipment or network, the Owner shall furnish equipment or pathway to the network for Program Manager to access the programs or data.

3.3.7 Furnish accounting records related to the Project as needed for Program Manager to perform the services herein.

3.3.7.1 Solely for the work described under this Work Authorization, Owner shall furnish all Agreements with companies affiliated with the Projects.

3.3.7.2 Solely for the work described under this Work Authorization, Owner shall furnish accounting transaction records to allow the Owner and Program Manager to continuously reconcile accounting records between the parties. Records shall be furnished not less than monthly with a goal of weekly. Records include:

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3.3.7.3 Solely for the work described under this Work Authorization, Furnish original and modified purchase order copies

3.3.7.4 Solely for the work described under this Work Authorization, Furnish open and close purchase order report with balances

3.3.7.5 Solely for the work described under this Work Authorization, Furnish check written data

3.3.7.5.1 Check number

3.3.7.5.2 Payee

3.3.7.5.3 Amount

3.3.7.5.4 Purchase Order against which the cost was recorded

3.3.7.5.5 Account number against which the cost was recorded

3.3.7.5.6 Remittance advice for consolidated checks

4 SCHEDULE FOR PERFORMANCE OF THE SERVICES AND TERM

4.1 Commencement and completion date: The compensation identified in this Work Authorization is based on the use of the Projects for their intended purpose (Substantial Completion date) shown in the preamble to this Work Authorization

4.2 The commencement of services shall be no sooner than the date this Work Authorization is fully executed by the parties and received in the Program Manager's office. Should the duration of Program Manager's services be required to extend ninety (90) calendar days beyond the Substantial Completion date stated for each Project due to factors beyond the control of Program Manager, additional compensation shall become due as described in Section 2.2, with the exception of the closeout phase and warranty phase activities by

Program Manager as described in Sections 1.4 and 1.5, which are included as Basic Services.

- 4.3 In accordance with and subject to the forgoing, the term of this Work Authorization shall end upon the completion of all services set forth herein, unless terminated sooner pursuant to the Master Agreement and this Work Authorization.

5 LIMITATION OF LIABILITY

- 5.1 It is agreed that the Owner's maximum recovery against Program Manager for any damages, claims, costs, or expenses arising under this Work Authorization, whether in contract, tort or otherwise, is limited to the insurance limits established in the Master Agreement. This limit does not apply to any other Work Authorization.

- 5.2 Building Envelope Sub-Consultant Liability. Owner understands and agrees that it shall be a third-party-beneficiary in the sub-consultant agreement between Program Manager and its Building Envelope Services (BES) sub-consultant. For the BES scope services only, Program Manager will manage and oversee such services as an agent for the Owner. Therefore, for any claim, damage, liability, costs, or expenses related to or arising out the BES services, Owner agrees to look solely to the BES sub-consultant and Owner shall, and require the Contractor to do the same, indemnify and hold Program Manager harmless from any such damages, liabilities, costs or expenses. Any BES reports and services are provided to Owner for reference only and it shall be the responsibility of the Contractor and any Owner consultants (Architect or Engineer) to verify recommendations. This article shall survive termination.

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Signature page follows.

EXECUTED ON THE DATE LAST WRITTEN BELOW.

Owner:
Galveston Independent School District
3904 Avenue T
Galveston, TX 77550

By: _____, on _____

Printed Name: _____

Title: _____

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Program Manager:
Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Dr., Suite 400.
Houston, Texas 77042

By: John P. Grom, on June 6, 2022

Printed Name: John P. Grom

Title: Vice President

Action Sheet

MEETING DATE: June 22, 2022

AGENDA ITEM: **REVISED Discuss and consider approval of the 2022-2023 Salary Plan**

The District reviewed its overall financial position and budget projections for the next three years and presented the information to the board of trustees at monthly finance committee meetings throughout this fiscal year, with the latest information discussed at the June 9, 2022, budget workshop. Based on budget projections, the District recommends a 2% pay increase for teachers (details follow), \$.50 per hour increase for bus drivers, bus aides, and all auxiliary employees on pay grades 1 and 2, except for grounds crew, and a 1% increase based on midpoint for all other district employees, including grounds crew. All full-time teachers, librarians, nurses (RN's) and any other positions paid on the teacher salary schedule will receive 2% based on their 2021-2022 annual salary. In addition, the starting teacher salary for 2022-23 will be \$56,000, up from \$55,000 in the prior year. The cost of these increases is estimated at \$1,103,950 for the general fund and \$84,000 for the child nutrition fund. Salaries funded with federal, state, or local grant funds will also receive the same % increase from their respective funds.

In addition, at the April 20, 2022, meeting, in an effort to retain staff after experiencing severe shortages and staff disruptions related to COVID-19 in FY 2021-22, the Board approved a retention bonus for all employees in an amount equal to 2.5% of their annual salary based on proper parameters as determined by the District, to be paid with ESSER III funds during the 2022-23 fiscal year. We believe this is in the best interest of the District. This retention bonus will be paid in two payments; the first in December 2022 and the second in June 2023.

Employees without an assignment in the Skyward HR Employee Management System are not eligible for either increase. This includes substitutes, temporary workers, student workers, tutors, and employees that work in the after-school programs.

RECOMMENDATION: **I move that the board adopt the 2022-2023 salary plan as presented, except that teachers, librarians, nurses (RN's), and all other employees paid on the teacher salary schedule shall receive a 2% pay increase based off of their actual 2021-22 annual salary.**

Connie Morgenroth

Dr. Jerry Gibson
Superintendent

Connie Morgenroth
Assistant Superintendent of Business & Operations

2022 - 2023

Teachers, Librarians and Nurses (RN) Salary Plan

2021-2022 Years of Exp	2021-2022 Salary	2% Increase	=	2022-2023 Years of Exp	2022-2023 Salary	
			=	0	\$56,000	
0	\$55,000	+	\$1,100	=	1	\$56,100
1	\$55,200	+	\$1,104	=	2	\$56,304
2	\$55,400	+	\$1,108	=	3	\$56,508
3	\$55,600	+	\$1,112	=	4	\$56,712
4	\$55,800	+	\$1,116	=	5	\$56,916
5	\$56,100	+	\$1,122	=	6	\$57,222
6	\$56,300	+	\$1,126	=	7	\$57,426
7	\$56,600	+	\$1,132	=	8	\$57,732
8	\$57,068	+	\$1,141	=	9	\$58,209
9	\$57,343	+	\$1,147	=	10	\$58,490
10	\$57,668	+	\$1,153	=	11	\$58,821
11	\$57,968	+	\$1,159	=	12	\$59,127
12	\$58,268	+	\$1,165	=	13	\$59,433
13	\$58,571	+	\$1,171	=	14	\$59,742
14	\$58,871	+	\$1,177	=	15	\$60,048
15	\$59,171	+	\$1,183	=	16	\$60,354
16	\$59,471	+	\$1,189	=	17	\$60,660
17	\$59,985	+	\$1,200	=	18	\$61,185
18	\$60,413	+	\$1,208	=	19	\$61,621
19	\$60,713	+	\$1,214	=	20	\$61,927
20	\$61,013	+	\$1,220	=	21	\$62,233
21	\$61,451	+	\$1,229	=	22	\$62,680
22	\$61,992	+	\$1,240	=	23	\$63,232
23	\$62,292	+	\$1,246	=	24	\$63,538
24	\$62,592	+	\$1,252	=	25	\$63,844
25	\$62,943	+	\$1,259	=	26	\$64,202
26	\$63,680	+	\$1,274	=	27	\$64,954
27	\$64,661	+	\$1,293	=	28	\$65,954
28	\$65,261	+	\$1,305	=	29	\$66,566
29	\$65,840	+	\$1,317	=	30	\$67,157
30	\$66,420	+	\$1,328	=	31	\$67,748
31	\$67,181	+	\$1,344	=	32	\$68,525
32	\$67,781	+	\$1,356	=	33	\$69,137
33	\$68,283	+	\$1,366	=	34	\$69,649
34	\$68,950	+	\$1,379	=	35	\$70,329
35	\$69,616	+	\$1,392	=	36	\$71,008
36	\$70,427	+	\$1,409	=	37	\$71,836
37	\$71,027	+	\$1,421	=	38	\$72,448
38	\$71,607	+	\$1,432	=	39	\$73,039
39	\$72,187	+	\$1,444	=	40	\$73,631
40	\$72,767	+	\$1,455	=	41	\$74,222
41	\$73,559	+	\$1,471	=	42	\$75,030
42	\$74,159	+	\$1,483	=	43+	\$75,642
43+	\$74,737					

Galveston ISD
 2022 - 2023 New Hire Guide for
 Teachers, Librarians and Nurses (RN)

Years of Exp	New Hire Salary
0	\$56,000
1	\$56,100
2	\$56,304
3	\$56,508
4	\$56,712
5	\$56,916
6	\$57,222
7	\$57,426
8	\$57,732
9	\$58,209
10	\$58,490
11	\$58,821
12	\$59,127
13	\$59,433
14	\$59,742
15	\$60,048
16	\$60,354
17	\$60,660
18	\$61,185
19	\$61,621
20	\$61,927
21	\$62,233
22	\$62,680
23	\$63,232
24	\$63,538
25	\$63,844
26	\$64,202
27	\$64,954
28	\$65,954
29	\$66,566
30	\$67,157
31	\$67,748
32	\$68,525
33	\$69,137
34	\$69,649
35	\$70,329
36	\$71,008
37	\$71,836
38	\$72,448
39	\$73,039
40	\$73,631
41	\$74,222
42	\$75,030
43+	\$75,642

Action Sheet

MEETING DATE: June 22, 2022

AGENDA ITEM: Discuss and consider approval of the 2022-2023 Salary Plan

The District reviewed its overall financial position and budget projections for the next three years and presented the information to the board of trustees at monthly finance committee meetings throughout this fiscal year, with the latest information discussed at the June 9, 2022, budget workshop. Based on budget projections, the District recommends a 2% pay increase for teachers (details follow), \$.50 per hour increase for bus drivers, bus aides, and all auxiliary employees on pay grades 1 and 2, except for grounds crew, and a 1% increase based on midpoint for all other district employees, including grounds crew. Teachers will receive 2% based on the average salary on the teacher salary schedule; this amount equates to a \$1,260 raise for all full-time teachers, librarians, nurses (RN's) and any other positions that are paid on the teacher salary schedule. In addition, the starting teacher salary for 2022-23 will be \$56,000, up from \$55,000 in the prior year. The cost of these increases is estimated at \$1,103,950 for the general fund and \$84,000 for the child nutrition fund. Salaries funded with federal, state, or local grant funds will also receive the same % increase from their respective funds.

In addition, at the April 20, 2022, meeting, in an effort to retain staff after experiencing severe shortages and staff disruptions related to COVID-19 in FY 2021-22, the Board approved a retention bonus for all employees in an amount equal to 2.5% of their annual salary based on proper parameters as determined by the District, to be paid with ESSER III funds during the 2022-23 fiscal year. We believe this is in the best interest of the District. This retention bonus will be paid in two payments; the first in December 2022 and the second in June 2023.

Employees without an assignment in the Skyward HR Employee Management System are not eligible for either increase. This includes substitutes, temporary workers, student workers, tutors, and employees that work in the after-school programs.

RECOMMENDATION: I move that the board adopt the 2022-2023 salary plan, as presented.

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Assistant Superintendent of Business & Operations

Galveston ISD
2022-2023 Retention Bonus
Proposed Parameters

General Information:

- Retention bonus to be based on 2.5% of annual salary amount, as set-up in Skyward's HR Employee Management system, for all employees that meet eligibility criteria below, and to be paid with ESSER III funds
- Payment amounts will be determined based on primary work assignment as of the first day of the employees' contract for the 2022-23 school year
- Part-time employees' payments will be prorated according to their FTE based on their primary work assignment in Skyward HR
- Retention bonus is for service rendered by employee and will accrue proportionately as the employee renders the service. If the employee leaves GISD prior to supplement being dispersed, the services rendered will be deemed unfulfilled and the employee will not be eligible for the bonus.
- The Retention Bonus will be divided into two (2) equal payments as follows:
 - The first payment will be paid with the second pay date in December 2022
 - Payment is for service rendered by employee from September 1, 2022, through November 30, 2022
 - Payments to employees that are hired after September 1, 2022, will be prorated based on days/hours worked, as applicable
 - If an employee leaves GISD prior to December 1, 2022, the services rendered will be deemed unfulfilled and the employee will not be eligible for the retention bonus
 - The second payment will be paid at the end of their 2023 contract
 - Payment is for service rendered by employee from January 1, 2023, through May 31, 2023
 - Payments to employees that are hired after January 1, 2023, will be prorated based on days/hours worked, as applicable
 - If an employee leaves GISD prior to June 1, 2023, the services rendered will be deemed unfulfilled and the employee will not be eligible for the retention bonus
 - Payments will be included in the regular paycheck
 - Payments will be taxed at the same rate as employee annual pay which is determined by employee selections on the W4 form.
 - Should the District close for an emergency during the 2022-23 school year, the retention bonus will be earned based on the adjusted number of workdays and the employees' ability to earn the payment will not be harmed by the closure

Eligibility Criteria:

- Must have an assignment in employee management in Skyward HR
- Must be an active employee and complete their assignment prior to each disbursement
- Minimum calendar of 173 work days
- Not Eligible:
 - Substitutes
 - Temporary workers
 - Student workers
 - Workers in the after-school programs
 - Contractors, individuals paid through Accounts Payable, or others providing services to the district who do not receive a W2 from GISD

Galveston Independent School District
Budget Projections
 Tax Rate 2021: \$.9570 (\$.8820 + \$.0812)

Budget Worksheets
 June 2022

Budget Assumptions	Adopted 2021-2022	Projected 2021-22	Projected 2022-23	Projected 2023-24	Projected 2024-25
Enrollment	6720	6378	6442	6506	6571
ADA	6065	5878	5825	5986	6046
Property Value Growth	18.9%	18.9%	16.8%	4.0%	4.0%
Projected M&O Tax Rate	\$0.8820	\$0.8820	\$0.8646	\$0.8525	\$0.8406
Projected I&S Tax Rate	\$0.0812	\$0.0812	\$0.0675	\$0.0630	\$0.0600
Projected Total Tax Rate	\$0.9632	\$0.9632	\$0.9321	\$0.9155	\$0.9006
Increase (Decrease) in M&O Rate		-\$0.0632	\$0.0174	\$0.0121	\$0.0119
Tax Revenue	\$ 89,317,054	\$ 87,637,752	\$ 100,879,535	\$ 104,333,910	\$ 107,146,706
Other Local Revenue	\$ 2,012,680	\$ 2,295,364	\$ 2,295,364	\$ 2,295,364	\$ 2,295,364
State Funding	\$ 1,196,200	\$ 2,422,472	\$ 2,742,163	\$ 2,427,821	\$ 2,791,258
TRS On-Behalf	\$ 3,369,098	\$ 3,252,762	\$ 3,271,802	\$ 3,271,802	\$ 3,271,802
Federal Revenue (SHARS)	\$ 1,028,959	\$ 1,220,085	\$ 1,028,959	\$ 1,028,959	\$ 1,028,959
ESSER Indirect Costs	\$ 1,946,009	\$ 1,881,009	\$ 805,298	\$ 805,298	\$ -
Operating Trsf. In - ESSER/Bond Reimb	\$ 3,841,653	\$ -	\$ 2,747,270	\$ -	\$ -
Total Revenues	\$ 102,711,653	\$ 98,709,444	\$ 113,770,391	\$ 114,163,154	\$ 116,534,089
Salaries (2% tchr; 1% others; \$.50 aux)	\$ 60,715,066	\$ 56,632,794	\$ 59,454,784	\$ 59,454,784	\$ 59,454,784
Salaries Coded to ESSER II (Supplant)	\$ -	\$ (3,841,653)	\$ -	\$ -	\$ -
Operating Budgets	\$ 12,057,275	\$ 15,416,183	\$ 12,171,215	\$ 12,171,215	\$ 12,171,215
Recapture	\$ 30,047,660	\$ 28,959,102	\$ 42,894,881	\$ 44,691,380	\$ 47,177,478
Total Expenditures	\$ 102,820,001 ***	\$ 97,166,426	\$ 114,520,880	\$ 116,317,379	\$ 118,803,477
Surplus (Deficit)	\$ (108,348)	\$ 1,543,019	\$ (750,489)	\$ (2,154,225)	\$ (2,269,388)
Projected Fund Balance	\$ 30,199,892	\$ 31,851,258	\$ 31,100,769	\$ 28,946,544	\$ 26,677,156
Cumulative fund balance surplus (deficit)		\$ 1,543,019	\$ 792,530	\$ (1,361,695)	\$ (3,631,083)
Note: There is \$1.5M per year in ESSER funds reserved in FY 22-23 and 23-24 for one-time pay supplements for staff.					
Net Total State/Local Revenue	\$ 60,465,594	\$ 61,101,123	\$ 60,726,817	\$ 62,070,351	\$ 62,760,486
Change in Formula Funding	\$ 701,468	\$ 635,529	\$ (374,305)	\$ 1,343,534	\$ 690,135
Number of Days in Reserve	107	120	99	91	82
Property Values (#'s in red=estimates)	\$ 10,454,483,923 21.1%	\$ 10,262,199,677 18.9%	\$ 11,982,452,739 16.8%	\$ 12,461,750,849 4.0%	\$ 12,960,220,882 4.0%
CPTD Values	\$ 10,526,699,354 19.7%	\$ 10,582,684,127 20.4%	\$ 12,275,558,882 16.0%	\$ 12,773,050,690 4.1%	\$ 13,290,442,169 4.0%
Difference	<u>\$ (72,215,431)</u>	<u>\$ (320,484,450)</u>	<u>\$ (293,106,143)</u>	<u>\$ (311,299,841)</u>	<u>\$ (330,221,287)</u> 4.1%
HH for Increase in Homestead Exemption			\$97,212	\$97,821	\$97,692
Average Funding per ADA	\$ 9,970	\$ 10,395	\$ 10,425	\$ 10,370	\$ 10,381

ORDER
AUTHORIZING THE ISSUANCE OF

GALVESTON INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS
SERIES 2022

Adopted: June 22, 2022

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Exhibit A – Form of Bond

AN ORDER AUTHORIZING THE ISSUANCE OF GALVESTON INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Galveston Independent School District (the “District”) desires to issue bonds voted by the voters of the District pursuant to the Constitution and laws of the State, including particularly Chapter 45 of the Texas Education Code, as amended (“Chapter 45”) at an election held within the District on May 7, 2022 (the “Election”); and

WHEREAS, at said Election, the voters authorized certain propositions in the amounts set forth below in the following schedule; and

May 7, 2022 Election	Purpose	Amount Voted
Proposition A	Construction, acquisition, renovation, and equipment of school buildings in the District, including the construction of a new Ball High School, the purchase of the necessary sites for school buildings, the purchase of new school buses, the retrofitting of school buses with emergency, safety, or security equipment, and the purchase or retrofitting of vehicles to be used for emergency, safety, or security purposes	\$233,855,000
Proposition B	Construction, acquisition, renovation and equipment of District swimming facilities, including the construction of an Aquatics Center to serve a new Ball High School, if constructed	\$15,980,000
Proposition C	Construction, acquisition, renovation, and equipment of school buildings in the District, including the renovations and improvements to District middle/intermediate and elementary schools	\$36,160,000

Proposition D	Acquisition or update of District technology equipment	\$4,535,000
Proposition E	Construction, acquisition, renovation and equipment of District stadiums, including renovations and improvements to Courville Stadium	\$24,270,000

WHEREAS, the Board of Trustees of the District (the “Board”) does hereby find and determine that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of bonds in an amount not to exceed the amount voted at the Election, inclusive of any premium charged against such voted authority, as the first installment of the bonds voted as Proposition A, Proposition B, Proposition C, Proposition D and Proposition E (collectively, the “Propositions”), as further determined in the Pricing Certificate (as defined herein); and

WHEREAS, the actual amount issued from the Propositions pursuant to this Order and the balance that remains after the issuance of the bonds authorized in this Order will be determined in the Pricing Certificate; and

WHEREAS, the bonds are authorized to be issued pursuant to Chapter 45; and

WHEREAS, upon passage and approval of this Order by the Board, the District will have a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore will qualify as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapter 1371, the District desires to delegate the authority to effect the sale of the Bonds (as hereinafter defined) to the Authorized Officer; and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF GALVESTON INDEPENDENT SCHOOL DISTRICT:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided in this Order, or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Authorized Officer” means the Superintendent or the Assistant Superintendent of Business and Operations of the District.

“Board” means the Board of Trustees of the District.

“Bond” means any series or subseries of the Bonds issued pursuant to this Order as context requires.

“Bonds” means the District’s bonds authorized to be issued by Section 3.01.

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means the date designated as the date of the Bonds in the Pricing Certificate.

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Bonds, payable at the times and in the manner provided herein and in the Pricing Certificate.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in the Pricing Certificate, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year of the District as shall be set from time to time by the Board.

“Initial Bond” means the Initial Bond authorized by Section 3.04(d).

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

“Maturity” means the date on which the principal of the Bonds becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Order” means this Order authorizing the issuance of the Bonds.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the paying agent/registrar designated in the Pricing Certificate.

“Paying Agent Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer in connection with the issuance of Bonds under this Order.

“Purchase Contract” means the purchase contract or purchase contracts between the District and the Underwriters pertaining to the sale of the Bonds.

“Record Date” means the Record Date set forth in the Pricing Certificate.

“Register” means the Bond register required by Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the District and DTC.

“Representative” means the representative of the Underwriters designated in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the date that is 15 days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” mean the underwriters named in the Purchase Contract.

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble to this Order.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy. (a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to pay Debt Service and associated costs and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service and associated costs on the Bonds.

(b) To pay the Debt Service coming due on the Bonds prior to receipt of the taxes levied to pay such Debt Service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.

(c) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional facilities allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the interest and sinking fund when it sets its debt service tax rate each year.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The District's bonds to be designated "Galveston Independent School District Unlimited Tax School Building Bonds, Series 2022" or such other title or titles as may be designated in the Pricing Certificate are hereby authorized to be issued and delivered from time to time in accordance with the Constitution and laws of the State, including particularly Chapter 45, Texas Education Code, and Chapter 1371, Texas Government Code. The Bonds shall be issued in an aggregate principal amount not to exceed \$250,000,000 to provide funds for the (i) construction, acquisition, renovation, and equipment of school buildings in the District, including the construction of a new Ball High School, the purchase of the necessary sites for school buildings, the purchase of new school buses, the retrofitting of school buses with

emergency, safety, or security equipment, and the purchase or retrofitting of vehicles to be used for emergency, safety, or security purposes, (ii) construction, acquisition, renovation and equipment of District swimming facilities, including the construction of an Aquatics Center to serve a new Ball High School, if constructed, (iii) construction, acquisition, renovation, and equipment of school buildings in the District, including the renovations and improvements to District middle/intermediate and elementary schools, (iv) acquisition or update of District technology equipment, (v) construction, acquisition, renovation and equipment of District stadiums, including renovations and improvements to Courville Stadium and, (vi) costs of issuing the Bonds.

Section 3.02. Date, Denomination, Maturities, and Interest. (a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate and shall be in fully registered form without coupons.

(b) The Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Bond which shall be numbered I-1.

(c) The Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date, unless otherwise provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment. (a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Bond shall be paid by check dated as of the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds. (a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his duly

authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, the Initial Bond, representing the entire principal amount of the Bonds for such series of Bonds designated in the Pricing Certificate, to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, as applicable, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that for the Bonds interest is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered

by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry-Only System. (a) The definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of Debt Service on the Bonds, for the purpose of giving notices of redemption, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in

writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the District and applicable to the District's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption. The Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

Section 4.03. Mandatory Sinking Fund Redemption. (a) The Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption. (a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount (or mandatory sinking fund payment amount) thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption. (a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Board hereby approves the form of Paying Agent/Registrar Agreement. The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, a Paying Agent/Registrar Agreement specifying the duties and responsibilities of the District and the Paying Agent/Registrar.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days' written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally. (a) The Bonds, including the Registration Certificates of the Comptroller of Public Accounts of the State to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, the Assignment forms and the Certificates of the Permanent School Fund Guarantee to appear on each of the Bonds (i) shall be substantially in the form set forth in Exhibit A with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures (CUSIP) of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon, as consistent herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds shall be typed, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, or another entity that provides securities identification numbers for municipal securities, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the District nor Bond Counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold to the Underwriters in accordance with the terms of this Order. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the District from time to time in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years,

the aggregate principal amount of Bonds to be issued by the District, the propositions from which voted authorization should be used, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, the selection of the Underwriters, and all other matters relating to the issuance, sale and delivery of the Bonds all of which shall be specified in the Pricing Certificate; subject to the following conditions:

- (i) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section;
- (ii) the Pricing Certificate for the Bonds shall indicate the amount of authorized but unissued bonds that remain available to the District from the applicable voted authorization following the issuance of the Bonds approved in the Pricing Certificate;
- (iii) The true interest cost of the Bonds shall not exceed 5.00%, which amount is less than the maximum rate allowed under Section 1204.006, Texas Government Code, as amended; and
- (iv) no Bond shall mature later than 40 years from the date of closing.

The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a Purchase Contract, providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, which final terms shall be determined to be the most advantageous and reasonably attainable by the District, such approval and determination being evidenced by the execution of the Purchase Contract by the Authorized Officer.

(b) The authority granted to the Authorized Officer under Section 7.01(a) shall expire at 11:59 p.m. on a date one year from the date of this Order, unless otherwise extended by the Board by separate action. For purposes of clarity, if the Authorized Officer takes action to approve the sale of the Bonds within such one-year period, the closing may occur after the expiration of such period.

(c) All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out in the Purchase Contract and to provide for the issuance and delivery of the Bonds. The Initial Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract.

(d) The District hereby approves the preparation of a Preliminary Official Statement for use in the initial offering and sale of the Bonds and authorizes the Authorized Officer to approve the final form and deem the Preliminary Official Statement (with such addenda, supplements or amendments as may be approved by the Authorized Officer) final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 on behalf of the District. The District hereby authorizes the preparation of a final

Official Statement reflecting the terms of the Purchase Contract and other relevant information. The use of such final Official Statement by the Underwriters (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

(e) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals, to deliver such notices and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency.

Section 7.02. Control and Delivery of Bonds. (a) The Authorized Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

Section 7.03. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate. Proceeds from the sale of the Bonds may, at the option of the District, be invested in any investments authorized by State law, including specifically the Public Funds Investment Act, and the District's investment policy, including through a guaranteed investment contract as authorized by Section 2256.015 of the Government Code; provided that all such investments shall be made in such a manner that the money required to be expended will be available at the proper time or times.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.

Section 8.02. Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The Board hereby finds, determines and declares that the District is duly authorized under the laws of the State, to issue the Bonds; the projects being financed utilizing voted authority from Proposition A and Proposition C from the May 7, 2022 election are projects eligible to be financed under a general proposition voted pursuant to Section 45.003, Texas Education Code; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 8.03. Federal Income Tax Matters.

(a) General. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed

or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the District is not in effect for a particular project, this Order serves as the District’s official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount authorized by this Order for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner now or hereafter permitted by law.

ARTICLE X

PERMANENT SCHOOL FUND GUARANTEE

Section 10.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the “Commissioner”) for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bonds are defeased, the guarantee of such series of Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts of the State will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In

connection with the guarantee of the Bonds by the Permanent School Fund, the District hereby certifies and covenants that:

(a) a certified copy of this Order and copies of the Official Statement for such series of Bonds shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of such series of Bonds;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on any such series of Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.01. Annual Reports. (a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in or after 2022, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate, and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's Internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 11.02. Event Notices.

(a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such

an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

- (14) Appointment of successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide financial information and operating data in accordance with Section 11.01. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.03. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN

CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorize such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of the State.

Section 12.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 12.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 12.04. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

Section 12.05. Force and Effect. This Order shall be in full force and effect from and after its final passage, and it is so ordered.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE on June 22, 2022.

Secretary, Board of Trustees
Galveston Independent School District

President, Board of Trustees
Galveston Independent School District

[SEAL]

registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the ⁵ business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of ⁶, issued in the aggregate principal amount of \$⁷ (herein referred to as the "Bonds"), issued pursuant to a certain order (the "Bond Order") adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the "Pricing Certificate," and, together with the Bond Order, the "Order"), for the (i) construction, acquisition, renovation, and equipment of school buildings in the District, including the construction of a new Ball High School, the purchase of the necessary sites for school buildings, the purchase of new school buses, the retrofitting of school buses with emergency, safety, or security equipment, and the purchase or retrofitting of vehicles to be used for emergency, safety, or security purposes, (ii) construction, acquisition, renovation and equipment of District swimming facilities, including the construction of an Aquatics Center to serve a new Ball High School, if constructed, (iii) construction, acquisition, renovation, and equipment of school buildings in the District, including the renovations and improvements to District middle/intermediate and elementary schools, (iv) acquisition or update of District technology equipment, (v) construction, acquisition, renovation and equipment of District stadiums, including renovations and improvements to Courville Stadium and, (vi) costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking

⁵ Insert from Pricing Certificate.

⁶ Insert from Pricing Certificate.

⁷ Insert from Pricing Certificate.

fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

The District has reserved the option to redeem the Bonds maturing on and after _____⁸, in whole or in part before their respective scheduled maturity dates, on _____⁹, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on _____¹⁰ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ Term Bonds Maturing</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
_____	\$ _____
_____ (maturity)	\$ _____

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]¹¹

Not less than 30 days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption,

⁸ Insert from Pricing Certificate.

⁹ Insert from Pricing Certificate.

¹⁰ Insert from Pricing Certificate.

¹¹ Delete if Term Bonds are not issued.

with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Galveston Independent School
District

[Vice]¹² President, Board of Trustees
Galveston Independent School
District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

13

as Paying Agent/Registrar

Date: _____

By: _____

(c) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must

¹²Delete if the President executes the Bonds.

¹³ Insert from Pricing Certificate.

be guaranteed in a manner acceptable to the
Paying Agent/Registrar.

(d) Statement of Permanent School Fund Guarantee.

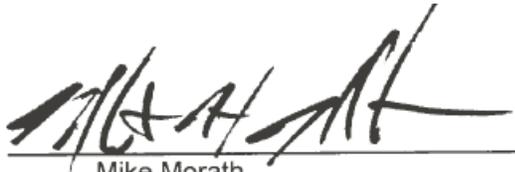
The following statement shall appear on or be attached to each Bond:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Galveston Independent School District of its Unlimited Tax School Building Bonds, Series 2022, dated _____¹⁴, in the principal amount of \$_____¹⁵ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.



Mike Morath
Commissioner of Education

(e) Initial Bond Insertions

The Initial Bond shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

(1) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

(2) in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be

¹⁴ Insert from Pricing Certificate.

¹⁵ Insert from Pricing Certificate.

inserted: "on ____¹⁶ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------

(Information to be inserted from the Pricing Certificate); and

(3) the Initial Bond shall be numbered I-1.

(4) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

[SEAL]

Comptroller of Public Accounts
of the State of Texas

¹⁶ Insert from Pricing Certificate.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

I, the undersigned officer of the Board of Trustees of Galveston Independent School District, hereby certify as follows:

1. The Board of Trustees of Galveston Independent School District convened in a regular meeting on the 22nd day of June, 2022, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Anthony Brown	President
Johnny Smecca	Vice President
Shae Jobe	Secretary
Elizabeth Beeton	Trustee
David H. O’Neal, Jr.	Trustee
Ann Masel	Trustee
Mindy Lakin	Trustee

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

AN ORDER AUTHORIZING THE ISSUANCE OF GALVESTON INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

_____ Member(s) shown present voted “Aye.”

_____ Member(s) shown present voted “No.”

_____ Member(s) present abstained from voting.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 22nd day of June, 2022.

[SEAL]

Secretary, Board of Trustees
Galveston Independent School District

GALVESTON ISD
BOND PROPOSITION DETAIL AND BOND SALE #1 - JULY 2022

Proposition	Option 3: 5 Propositions - Separate the MS's - add \$ for Austin	VOTER APPROVED May 7, 2022	
A	Ball HS	\$ 229,972,809	
	Sites	\$ -	
	Transportation	\$ 2,820,186	
	Bond Resolutions	\$ 1,061,093	
	Total - Prop A	\$ 233,854,088	\$ 233,855,000
B	Swimming Pool at BHS	\$ 15,979,850	\$ 15,980,000
C	MS Renovation at Central MS	\$ 8,513,236	
	MS Renovation at Weis	\$ 18,745,885	
	MS Renovation at Austin MS	\$ 8,900,000	
	Total - Prop C	\$ 36,159,121	\$ 36,160,000
D	Technology Equipment	\$ 4,533,000	\$ 4,535,000
E	Courville Stadium	\$ 24,268,655	\$ 24,270,000
	Total Bond	\$ 314,794,714	\$ 314,800,000
	<i>Ball HS plus swimming pool</i>	\$ 245,952,659	

	BOND PROPOSITIONS	VOTER APPROVED	Bond Sale #1	BALANCE TO SELL
A	Ball HS	\$ 229,973,721	\$ 170,179,879	\$ 59,793,842
A	Transportation	\$ 2,820,186	\$ 1,849,855	\$ 970,331
A	Bond Resolutions	\$ 1,061,093	\$ 1,061,093	\$ -
B	Natatorium at BHS	\$ 15,980,000	\$ 11,825,089	\$ 4,154,911
C	MS Renovation at Central MS	\$ 8,513,236	\$ 8,513,236	\$ -
C	MS Renovation at Weis	\$ 18,746,764	\$ 18,745,885	\$ 879
C	MS Renovation at Austin MS	\$ 8,900,000	\$ 8,727,773	\$ 172,227
D	Technology	\$ 4,535,000	\$ 4,535,000	\$ -
E	Courville Stadium	\$ 24,270,000	\$ 24,268,655	\$ 1,345
	TOTAL BOND AMOUNT	\$ 314,800,000	\$ 249,706,465	\$ 65,093,535

Round Up for Sale Amount	\$ 293,535
1st BOND SALE AMOUNT	\$ 250,000,000

Action Sheet

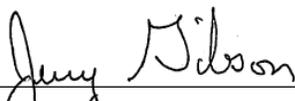
MEETING DATE: June 22, 2022

AGENDA ITEM: Consider approval of Procurement Methods for Bond 2022 Construction Projects including Ball High School, the Natatorium, Courville Stadium and Renovations to Weis Middle School

Per board policy CV Legal, "A board that considers a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine which method provides the best value for the district" (Gov't Code 2269.056(a)).

On June 9, 2022, VLK Architects discussed various construction procurement methods with the board for the following Bond 2022 projects that include a new Ball HS and Natatorium, a new Courville Stadium and renovations to Weis Middle School. The procurement methods discussed were as follows: Competitive Sealed Proposal, Construction Manager at Risk, and Design-Build. The Superintendent will lead a discussion on the possible methods used for construction for the upcoming bond projects for the board's consideration.

RECOMMENDATION: I move that the Board of Trustees select and approve the procurement methods for Bond 2022 construction projects including Ball High School, the Natatorium, Courville Stadium, and Renovations to Weis Middle School.



Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Assistant Superintendent of Business & Operations