



# Agenda of Regular Meeting

## The Board of Trustees Galveston Independent School District

The subjects discussed or considered or upon which any formal action may be taken are listed. 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) Administer Oath of Office to Single-Member Districts 1A, 3C and 4D. 4
- 4) 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.
- 5) Declaration of Conflicts of Interest.
- 6) District Reports
  - A) Superintendent's Report - Math, Robin Sanders
  - B) Board Committee Reports
    - 1) Facilities/Finance Committee Chair- Mr. Johnny Smecca
- 7) Financial Reports and Budget Update 5
  - A) Discuss and consider reorganization of Officers of the GISD Board of Trustees 44
    - 1) Board Hours
- 8) REGULAR AGENDA- Action Items
  - A) Discuss and consider casting votes for the Galveston Central Appraisal District Board of Directors. 45
  - B) Discuss and Consider campus leadership incentive options for campus improvement and performance. 50
- 9) 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) Consultation with Attorney (Tex. Govt. Code Section 551.071) - Consultation with attorney regarding pending or contemplated litigation, settlement offers, or matters in

which the duty of the attorney to the school district under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the state’s open meetings laws.

B) Personnel Matters (Tex. Govt. Code Section 551.074) – Discuss the appointment, employment, evaluation, reassignment, duties, discipline, dismissal or resignation of an employee or employees, including the Superintendent.

C) Real Property (Tex. Govt Code Section 551.072) – Discuss the purchase, exchange, lease or value of real estate in which the discussion in an open meeting would have a detrimental effect on the ability of the school district to negotiate with a third party.

D) Prospective Gifts or Donations (Tex. Govt Code Section 551.073) – Discuss prospective gifts or donations to the Galveston Independent School District and/or individual campuses, programs or facilities.

E) Network Security, Security Devices and Security Audits (Tex. Govt Code Sections 551.076 and 551.089) – Discuss Network security information; a security audit; the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices; or security assessment or deployments related to information resources technology.

10) Reestablish the open meeting of the Galveston ISD Board of Trustees.

11) CONSENT AGENDA - Action Items

A) Consider approval of the minutes from the October 16, 2024, Regular School Board Meeting. 53

B) Consider approval of personnel resignations and recommendations with contracts. 57

C) Discuss and consider approval of payment of attorney fees. 58

D) Consider approval of Budget Amendments 59

E) Discuss and consider accepting donations in accordance with Board Policy CDC Local. 60

F) Discuss and consider Resolution to join the Equalis Purchasing Cooperative. 63

G) Approve performance contract with Trinity Upbring for Pre-K partnership effective January 2025 through July 2028. 69

H) Discuss and consider approval of the SSA agreement for Visually Impaired Students and for Orientation and Mobility (“O&M”) Services 70

I) Discuss and consider amended contract with PBK Architects for professional services related to construction of Ball High School 77

J) Discuss and Consider Approval of School Revenue Partners Agreement Contract and Area Addendums for Advertising Opportunities 80

K) Discuss and Consider Approval Materials Testing for New Ball High School/Natatorium, Middle Schools and Courville Stadium 93

L) Discuss and Consider Approval of Summit Fire and Security Proposal for Fire Alarm & Suppression Construction Work for Courville Stadium 106

12) Suggested Future Agenda Items

13) COMMENTS FROM THE BOARD OF TRUSTEES

Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:

1. Expressions of thanks, gratitude, and condolences
2. Information regarding holiday schedules
3. Honorary or salutary recognition of a public official, public employee, or other citizen
4. Reminders regarding GISD events
5. Reminders regarding community events
6. Health and safety announcements
- 14) 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 \_\_\_\_\_ by \_\_\_\_\_ for the Board of Trustees.

# Action Sheet

**MEETING DATE:** November 20, 2024

**AGENDA ITEM:** Administer Oath of Office to Single-Member Districts 1A, 3C and 4D.

The Oath of Office will be administered to the newly elected Trustees for Single-Member Districts 1A, 3C and 4D.

**RECOMMENDATION:** None

  
Matthew Neighbors Ed. D.  
Superintendent

**EXECUTIVE SUMMARY — NOVEMBER 20, 2024 BOARD MEETING  
PERIOD ENDING OCTOBER 31, 2024**



**REVENUE (REPORT #1)**

FISCAL YEAR	ACTUAL	PERCENTAGE
FY25	\$5,886,356	5.5% OF BUDGETED COLLECTIONS
FY24	\$1,777,603	1.7% OF BUDGETED COLLECTIONS

**EXPENDITURES (REPORT #2)**

FISCAL YEAR	ACTUAL	PERCENTAGE
FY25	\$12,091,002	11.0% OF BUDGETED EXPENDITURES
FY234	\$11,407,339	10.8% OF BUDGETED EXPENDITURES

**CASH & INVESTMENTS (REPORT #3)**

Moody Bank	\$24,827,130.86	
Texas Class Investment Pool	\$62,770,359.05	N/A (Investment Pool)
Texas Range	\$13,085,840.45	N/A (Investment Pool)
Fidelity Investments	\$188,683,774.37	Treasury & Federal Agency Securities
<b>Total</b>	<b>\$289,367,104.73</b>	

**COLLECTIONS (REPORT #4)**

Fund	Budget	Amount Collected	% Collected
Maintenance & Operations	\$96,392,164	\$1,122,082	1.2%
Interest & Sinking (Debt Payment)	\$23,832,852	\$268,548	1.1%

**BOND 2022-2023 CONSTRUCTION (REPORT #5)**

SPENT PTD \$134,970,927	ENCUMBERED PTD \$22,331,657
----------------------------	--------------------------------

**VENDORS W/ AGGR. PURCHASES >\$50K (REPORT #7)**

VENDOR TOTAL	9
VENDOR AMOUNT TOTAL	\$1,162,812.71

**BOND 2022 INTEREST (REPORT #6)**

MOODY BANK AND TEXAS CLASS (POOLS ONLY)	\$6,571,054
--	-------------

**MONTHLY CHECK REGISTER (REPORT #9)**

SEE DIGITAL COPY—ATTACHMENT J

**LOCAL VENDOR ACTIVITY (REPORT #8)**

VENDOR TOTAL	60
VENDOR AMOUNT TOTAL	\$1,338,282.97

**FINANCE HIGHLIGHTS**

Gardeners Grant \$10K—Galveston Education Foundation



5





**Galveston ISD**  
**Interest Earnings**  
**Sorted by Fund - Maturity Date**  
**September 1, 2024 - October 31, 2024**  
**Yield on Beginning Book Value**

HUB Investment Partners LLC  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Bond 2022 Construction Fund</b>												
TX BD 2022	10284	BD 2022	RRP	34,102,503.07	5,447,486.63	34,102,503.07		5.042	15.867	144,457.85	0.00	144,457.85
FID BOND MM	10286	BD 2022	RR3	34,601,064.77	162,743.94	34,601,064.77		4.510	203.137	55,249.77	0.00	55,249.77
MB BD CON 2022	10287	BD 2022	RR2	1,894,703.03	822,745.35	1,894,703.03		0.050	0.149	204.63	0.00	204.63
010268CL2	10250	BD 2022	MC1	0.00	5,350,000.00	0.00	09/01/2024	0.689		0.00	0.00	0.00
912797GL5	10296	BD 2022	ATD	0.00	2,263,729.11	0.00	09/05/2024	5.051	5.123	0.00	1,270.89	1,270.89
91282CFN6	10279	BD 2022	TRC	0.00	2,162,923.70	0.00	09/30/2024	4.250	4.283	7,283.87	76.30	7,360.17
912797HE0	10310	BD 2022	ATD	0.00	13,434,318.92	0.00	10/31/2024	5.123	5.238	0.00	115,681.08	115,681.08
912797HE0	10311	BD 2022	ATD	0.00	9,449,373.16	0.00	10/31/2024	5.077	5.191	0.00	80,626.84	80,626.84
912797HE0	10297	BD 2022	ATD	0.00	11,354,735.85	0.00	10/31/2024	4.992	5.104	0.00	95,264.15	95,264.15
9128283D0	10271	BD 2022	TRC	0.00	10,268,161.19	0.00	10/31/2024	2.250	4.125	37,785.33	31,838.81	69,624.14
91282CDH1	10276	BD 2022	TRC	9,650,000.00	9,582,099.55	9,637,325.25	11/15/2024	0.750	4.198	11,996.94	55,225.70	67,222.64
912797LF2	10306	BD 2022	ATD	9,150,000.00	9,026,055.45	9,105,640.90	12/05/2024	5.134	5.276	0.00	79,585.45	79,585.45
3130AQ3F8	10261	BD 2022	FAC	15,000,000.00	14,873,043.42	14,949,986.80	12/10/2024	1.150	4.252	28,750.00	76,943.38	105,693.38
91282CDS7	10267	BD 2022	TRC	7,500,000.00	7,416,762.49	7,454,096.96	01/15/2025	1.125	4.140	13,986.08	37,334.47	51,320.55
3133ENPG9	10300	BD 2022	FAC	15,750,000.00	15,519,810.75	15,604,542.99	02/14/2025	1.750	5.038	45,937.50	84,732.24	130,669.74
9128283Z1	10272	BD 2022	TRC	10,330,000.00	10,257,945.75	10,282,364.14	02/28/2025	2.750	4.217	47,868.99	24,418.39	72,287.38
91282CED9	10277	BD 2022	TRC	6,650,000.00	6,561,035.33	6,588,865.31	03/15/2025	1.750	4.320	19,536.77	27,829.98	47,366.75
91282CED9	10301	BD 2022	TRC	7,850,000.00	7,719,651.11	7,760,426.92	03/15/2025	1.750	4.948	23,062.20	40,775.81	63,838.01
64990FA95	10275	BD 2022	MC1	4,065,000.00	3,992,694.36	4,015,056.93	03/15/2025	1.062	4.430	7,195.05	22,362.57	29,557.62
912797KJ5	10302	BD 2022	ATD	7,900,000.00	7,688,229.91	7,752,819.79	03/20/2025	4.825	5.027	0.00	64,589.88	64,589.88
912797KS5	10303	BD 2022	ATD	11,000,000.00	10,654,076.20	10,746,625.99	04/17/2025	4.966	5.198	0.00	92,549.79	92,549.79
912797LB1	10304	BD 2022	ATD	17,300,000.00	16,693,146.05	16,837,747.97	05/15/2025	4.933	5.183	0.00	144,601.92	144,601.92
912797LN5	10308	BD 2022	ATD	10,900,000.00	10,484,071.09	10,573,407.93	06/12/2025	4.837	5.099	0.00	89,336.84	89,336.84
912797LW5	10309	BD 2022	ATD	23,300,000.00	22,358,402.06	22,542,496.53	07/10/2025	4.663	4.927	0.00	184,094.47	184,094.47
<b>Subtotal</b>				<b>226,943,270.87</b>	<b>213,543,241.37</b>	<b>224,449,675.28</b>			<b>5.250</b>	<b>443,314.98</b>	<b>1,349,138.96</b>	<b>1,792,453.94</b>
<b>Fund: Bond 2023 Construction Fund</b>												
TX BD 2023	10291	BD 2023	RRP	6,822,893.82	21,695,120.89	6,822,893.82		5.042	3.524	127,772.93	0.00	127,772.93
MB 23 BND 5610	10292	BD 2023	RR2	5,527,501.48	521,275.94	5,527,501.48		0.050	0.301	261.86	0.00	261.86
<b>Subtotal</b>				<b>12,350,395.30</b>	<b>22,216,396.83</b>	<b>12,350,395.30</b>			<b>3.448</b>	<b>128,034.79</b>	<b>0.00</b>	<b>128,034.79</b>

**Galveston ISD**  
**Interest Earnings**  
**September 1, 2024 - October 31, 2024**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Child Nutrition</b>												
TX CNS-0005	10282	CN	RRP	3,041,186.45	3,246,926.11	3,041,186.45		5.042	4.661	25,290.48	0.00	25,290.48
TX DLY 1227-08	10235	CN	RRP	789,938.92	783,346.50	789,938.92		4.930	5.036	6,592.42	0.00	6,592.42
MB CN 7619	10245	CN	RR2	255,351.71	422,509.11	255,351.71		0.050	0.036	25.60	0.00	25.60
<b>Subtotal</b>				<b>4,086,477.08</b>	<b>4,452,781.72</b>	<b>4,086,477.08</b>			<b>4.288</b>	<b>31,908.50</b>	<b>0.00</b>	<b>31,908.50</b>
<b>Fund: Interest &amp; Sinking</b>												
TX DEBT-0002	10238	DS	RRP	3,293,439.19	2,950,629.83	3,293,439.19		5.042	5.354	26,399.92	0.00	26,399.92
TX DLY 1227-04	10232	DS	RRP	232,857.61	230,914.31	232,857.61		4.930	5.036	1,943.30	0.00	1,943.30
MB DS 2049	10243	DS	RR2	2,049,844.03	2,050,628.33	2,049,844.03		0.050	0.048	165.70	0.00	165.70
MB DS MM 7635	10244	DS	RR3	1,124,953.00	1,116,876.44	1,124,953.00		4.420	4.327	8,076.56	0.00	8,076.56
<b>Subtotal</b>				<b>6,701,093.83</b>	<b>6,349,048.91</b>	<b>6,701,093.83</b>			<b>3.448</b>	<b>36,585.48</b>	<b>0.00</b>	<b>36,585.48</b>
<b>Fund: General Operating</b>												
TX GEN-0001	10237	GEN OP	RRP	15,051,092.04	16,957,607.75	15,051,092.04		5.042	5.231	148,234.60	0.00	148,234.60
TX DLY 1227-02	10231	GEN OP	RRP	12,063,043.92	11,962,372.02	12,063,043.92		4.930	5.036	100,671.90	0.00	100,671.90
MB SCH CSH 1600	10305	GEN OP	RR2	484.01	525.00	484.01		0.040	0.011	0.01	0.00	0.01
MB GEN 0616	10293	GEN OP	RR2	10,839,377.17	10,746,985.26	10,839,377.17		5.360	5.144	92,391.91	0.00	92,391.91
MB GEN 7601	10246	GEN OP	RR2	2,912,687.07	3,413,306.73	2,912,687.07		0.050	0.053	304.11	0.00	304.11
<b>Subtotal</b>				<b>40,866,684.21</b>	<b>43,080,796.76</b>	<b>40,866,684.21</b>			<b>4.745</b>	<b>341,602.53</b>	<b>0.00</b>	<b>341,602.53</b>
<b>Fund: Student Activity</b>												
TX ACT-0004	10240	STUACT	RRP	459,244.48	455,308.83	459,244.48		5.042	5.172	3,935.65	0.00	3,935.65
MB ACT 7627	10241	STUACT	RR2	222,229.36	202,051.59	222,229.36		0.050	0.050	16.76	0.00	16.76
<b>Subtotal</b>				<b>681,473.84</b>	<b>657,360.42</b>	<b>681,473.84</b>			<b>3.598</b>	<b>3,952.41</b>	<b>0.00</b>	<b>3,952.41</b>
<b>Total</b>				<b>291,629,395.13</b>	<b>290,299,626.01</b>	<b>289,135,799.54</b>			<b>4.970</b>	<b>985,398.69</b>	<b>1,349,138.96</b>	<b>2,334,537.65</b>

## Statement Disclosures

The information provided in this report was created by HUB Investment Partners utilizing data from your custodian that is considered reliable. HUB Investment Partners is relying on the information provided by your custodian; HUB Investment Partners has not audited or otherwise verified the accuracy of the methodology, calculations, or information in this report. As a result, the methodology, calculations, and information presented in the report are not guaranteed by HUB Investment Partners.

HUB Investment Partners is independent of your custodian.

You should consider the account statements received directly from your account custodian as the prevailing document for your account. Please review the information contained on this statement against the statement provided to you from the account custodian or product sponsor. The reported value on your account statement you received from the account custodian may differ from the reported value on this quarterly statement due to a variety of factors including the treatment of accrued income and dividends, rounding and other considerations. If there is any unexplained discrepancy between this statement and the account statement you received from the account custodian, please immediately contact HUB Investment Partners and/or your account custodian. Discrepancies should be reported to HUB Investment Partners via telephone at 512-600-5268.

The account portfolio or assets in the account are valued at the starting and ending points of the period. Cash flows are included in the calculation based on when they occurred during the period.

Performance data quoted represents past performance and does not guarantee future results. The investment return and principal of an investment will fluctuate so that an investor's shares when redeemed may be worth more or less than their original cost. All investments have investment risks such as fluctuation in investment principal including the complete loss of principal invested. The values represented in the report may not reflect the original cost of a client's initial investment. HUB Investment Partners standard reporting does not reflect reinvestment of dividends and other earnings in the performance numbers, unless the account holder specifically asks for inclusion of such earnings. Performance report calculations and figures should not be relied upon for tax purposes.

If you have any changes in your financial situation, risk tolerance, investment objectives or if you wish to impose or modify any reasonable restrictions on the management of your account(s), please contact HUB Investment Partners immediately. Also, please contact us if you would like a current copy of our Disclosure Document, which includes a description of the advisory services we offer.

This material is not intended to present an opinion on legal or tax matters. Please consult with your attorney or tax advisor and compare this document to your custodial statement for accuracy, as applicable.



**Galveston ISD**  
**Interest Earnings**  
**Sorted by Fund - Maturity Date**  
**September 1, 2022 - October 31, 2024**  
**Yield on Beginning Book Value**

HUB Investment Partners LLC  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Bond 2018 Construction Fund</b>												
MB BD CON 2056	10242	BD 2018	RR2	0.00	0.00	0.00		0.030	0.020	42.66	0.00	42.66
			<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>			<b>0.020</b>	<b>42.66</b>	<b>0.00</b>	<b>42.66</b>
<b>Fund: Bond 2022 Construction Fund</b>												
TX BD 2022	10284	BD 2022	RRP	34,102,503.07	0.00	34,102,503.07		5.042	0.553	2,998,798.64	0.00	2,998,798.64
TX DLY 1227-05	10233	BD 2022	RRP	0.00	0.00	0.00		2.430	0.018	0.06	0.00	0.06
FID BOND MM	10286	BD 2022	RR3	34,601,064.77	0.00	34,601,064.77		4.510	0.071	299,209.46	0.00	299,209.46
MB BD CON 2022	10287	BD 2022	RR2	1,894,703.03	0.00	1,894,703.03		0.050	0.481	2,069.62	0.00	2,069.62
912796U31	10266	BD 2022	ATD	0.00	0.00	0.00	03/23/2023	3.753	3.876	0.00	187,906.15	187,906.15
912828VB3	10269	BD 2022	TRC	0.00	0.00	0.00	05/15/2023	1.750	4.092	111,688.04	144,486.25	256,174.29
912828ZY9	10270	BD 2022	TRC	0.00	0.00	0.00	07/15/2023	0.125	4.191	10,305.98	323,689.37	333,995.35
912796ZZ5	10289	BD 2022	ATD	0.00	0.00	0.00	07/20/2023	5.068	5.204	0.00	132,243.46	132,243.46
3137EAEV7	10262	BD 2022	FAC	0.00	0.00	0.00	08/24/2023	0.250	4.307	19,529.17	304,454.40	323,983.57
429335LP5	10254	BD 2022	MC1	0.00	0.00	0.00	09/01/2023	4.000	4.300	62,532.22	4,580.05	67,112.27
912828WE6	10257	BD 2022	TRC	0.00	0.00	0.00	11/15/2023	2.750	4.205	314,175.84	159,100.70	473,276.54
3130ATBL0	10251	BD 2022	FAC	0.00	0.00	0.00	12/08/2023	3.625	4.415	369,097.51	76,412.88	445,510.39
9128285Z9	10280	BD 2022	TRC	0.00	0.00	0.00	01/31/2024	2.500	4.431	224,395.38	164,339.37	388,734.75
9128286G0	10281	BD 2022	TRC	0.00	0.00	0.00	02/29/2024	2.375	4.441	256,788.67	209,870.62	466,659.29
3130ATBM8	10252	BD 2022	FAC	0.00	0.00	0.00	03/08/2024	3.625	4.434	402,628.75	84,240.00	486,868.75
13063DLZ9	10260	BD 2022	MC1	0.00	0.00	0.00	04/01/2024	3.000	4.286	321,275.00	129,697.00	450,972.00
91282CEK3	10255	BD 2022	TRC	0.00	0.00	0.00	04/30/2024	2.500	4.345	405,636.14	279,710.00	685,346.14
88213AHL2	10265	BD 2022	MC1	0.00	0.00	0.00	05/15/2024	2.884	4.439	141,075.67	70,900.00	211,975.67
912797FH5	10290	BD 2022	ATD	0.00	0.00	0.00	05/16/2024	4.622	4.916	0.00	628,573.55	628,573.55
912797HT7	10298	BD 2022	ATD	0.00	0.00	0.00	06/06/2024	5.160	5.368	0.00	225,772.97	225,772.97
91282CEX5	10268	BD 2022	TRC	0.00	0.00	0.00	06/30/2024	3.000	4.347	535,357.34	223,597.19	758,954.53
912797GB7	10294	BD 2022	ATD	0.00	0.00	0.00	07/11/2024	5.001	5.335	0.00	1,100,950.15	1,100,950.15
91282CFA4	10278	BD 2022	TRC	0.00	0.00	0.00	07/31/2024	3.000	4.413	562,940.22	245,815.94	808,756.16
64966QCA6	10264	BD 2022	MC1	0.00	0.00	0.00	08/01/2024	2.130	4.461	116,113.40	117,699.20	233,812.60
912797GK7	10295	BD 2022	ATD	0.00	0.00	0.00	08/08/2024	5.155	5.499	0.00	465,705.61	465,705.61
91282CFG1	10256	BD 2022	TRC	0.00	0.00	0.00	08/31/2024	3.250	4.222	636,057.32	177,208.52	813,265.84
010268CL2	10250	BD 2022	MC1	0.00	0.00	0.00	09/01/2024	0.689	4.524	71,060.78	364,582.50	435,643.28
912797GL5	10296	BD 2022	ATD	0.00	0.00	0.00	09/05/2024	5.051	5.396	0.00	115,651.31	115,651.31

**Galveston ISD**  
**Interest Earnings**  
**September 1, 2022 - October 31, 2024**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Bond 2022 Construction Fund</b>												
91282CFN6	10279	BD 2022	TRC	0.00	0.00	0.00	09/30/2024	4.250	4.292	183,855.00	1,923.32	185,778.32
912797HE0	10310	BD 2022	ATD	0.00	0.00	0.00	10/31/2024	5.123	5.261	0.00	173,521.62	173,521.62
912797HE0	10311	BD 2022	ATD	0.00	0.00	0.00	10/31/2024	5.077	5.208	0.00	111,533.80	111,533.80
912797HE0	10297	BD 2022	ATD	0.00	0.00	0.00	10/31/2024	4.992	5.320	0.00	555,707.54	555,707.54
9128283D0	10271	BD 2022	TRC	0.00	0.00	0.00	10/31/2024	2.250	4.296	484,911.68	405,944.84	890,856.52
91282CDH1	10276	BD 2022	TRC	9,650,000.00	0.00	9,637,325.25	11/15/2024	0.750	4.502	151,436.82	692,584.55	844,021.37
912797LF2	10306	BD 2022	ATD	9,150,000.00	0.00	9,105,640.90	12/05/2024	5.134	5.342	0.00	191,787.89	191,787.89
3130AQ3F8	10261	BD 2022	FAC	15,000,000.00	0.00	14,949,986.80	12/10/2024	1.150	4.526	361,291.67	966,921.80	1,328,213.47
91282CDS7	10267	BD 2022	TRC	7,500,000.00	0.00	7,454,096.96	01/15/2025	1.125	4.404	176,774.80	468,823.05	645,597.85
3133ENPG9	10300	BD 2022	FAC	15,750,000.00	0.00	15,604,542.99	02/14/2025	1.750	5.097	180,687.50	333,280.15	513,967.65
9128283Z1	10272	BD 2022	TRC	10,330,000.00	0.00	10,282,364.14	02/28/2025	2.750	4.310	595,615.82	306,630.86	902,246.68
91282CED9	10277	BD 2022	TRC	6,650,000.00	0.00	6,588,865.31	03/15/2025	1.750	4.532	243,680.25	349,015.23	592,695.48
91282CED9	10301	BD 2022	TRC	7,850,000.00	0.00	7,760,426.92	03/15/2025	1.750	5.009	89,165.31	159,092.49	248,257.80
64990FA95	10275	BD 2022	MC1	4,065,000.00	0.00	4,015,056.93	03/15/2025	1.062	4.739	90,177.96	280,277.53	370,455.49
912797KJ5	10302	BD 2022	ATD	7,900,000.00	0.00	7,752,819.79	03/20/2025	4.825	5.134	0.00	225,535.14	225,535.14
912797KS5	10303	BD 2022	ATD	11,000,000.00	0.00	10,746,625.99	04/17/2025	4.966	5.290	0.00	277,649.36	277,649.36
912797LB1	10304	BD 2022	ATD	17,300,000.00	0.00	16,837,747.97	05/15/2025	4.933	5.253	0.00	365,060.58	365,060.58
912797LN5	10308	BD 2022	ATD	10,900,000.00	0.00	10,573,407.93	06/12/2025	4.837	5.142	0.00	177,209.15	177,209.15
912797LW5	10309	BD 2022	ATD	23,300,000.00	0.00	22,542,496.53	07/10/2025	4.663	4.961	0.00	338,009.52	338,009.52
<b>Subtotal</b>				<b>226,943,270.87</b>	<b>0.00</b>	<b>224,449,675.28</b>			<b>1.638</b>	<b>10,418,332.02</b>	<b>12,317,695.61</b>	<b>22,736,027.63</b>
<b>Fund: Bond 2023 Construction Fund</b>												
TX BD 2023	10291	BD 2023	RRP	6,822,893.82	0.00	6,822,893.82		5.042	3.634	3,535,280.78	0.00	3,535,280.78
MB 23 BND 5610	10292	BD 2023	RR2	5,527,501.48	0.00	5,527,501.48		0.050	0.037	2,149.99	0.00	2,149.99
<b>Subtotal</b>				<b>12,350,395.30</b>	<b>0.00</b>	<b>12,350,395.30</b>			<b>3.432</b>	<b>3,537,430.77</b>	<b>0.00</b>	<b>3,537,430.77</b>
<b>Fund: Child Nutrition</b>												
TX CNS-0005	10282	CN	RRP	3,041,186.45	0.00	3,041,186.45		5.042	5.119	292,144.94	0.00	292,144.94
TX DLY 1227-08	10235	CN	RRP	789,938.92	0.00	789,938.92		4.930	5.112	78,872.80	0.00	78,872.80
MB CN 7619	10245	CN	RR2	255,351.71	0.00	255,351.71		0.050	0.040	574.92	0.00	574.92
<b>Subtotal</b>				<b>4,086,477.08</b>	<b>0.00</b>	<b>4,086,477.08</b>			<b>4.280</b>	<b>371,592.66</b>	<b>0.00</b>	<b>371,592.66</b>
<b>Fund: Interest &amp; Sinking</b>												
TX DEBT-0002	10238	DS	RRP	3,293,439.19	0.00	3,293,439.19		5.042	13.324	653,924.17	0.00	653,924.17
TX DLY 1227-04	10232	DS	RRP	232,857.61	0.00	232,857.61		4.930	5.112	23,250.07	0.00	23,250.07
MB DS 2049	10243	DS	RR2	2,049,844.03	0.00	2,049,844.03		0.050	0.050	2,226.04	0.00	2,226.04
MB DS MM 7635	10244	DS	RR3	1,124,953.00	0.00	1,124,953.00		4.420	3.800	85,687.43	0.00	85,687.43
<b>Subtotal</b>				<b>6,701,093.83</b>	<b>0.00</b>	<b>6,701,093.83</b>			<b>6.337</b>	<b>765,087.71</b>	<b>0.00</b>	<b>765,087.71</b>

**Galveston ISD**  
**Interest Earnings**  
**September 1, 2022 - October 31, 2024**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: General Operating</b>												
TX GEN-0001	10237	GEN OP	RRP	15,051,092.04	0.00	15,051,092.04		5.042	19.817	4,493,093.88	0.00	4,493,093.88
TX DLY 1227-02	10231	GEN OP	RRP	12,063,043.92	0.00	12,063,043.92		4.930	5.112	1,204,455.03	0.00	1,204,455.03
MB SCH CSH 1600	10305	GEN OP	RR2	484.01	0.00	484.01		0.040	0.001	0.03	0.00	0.03
MB GEN 0616	10293	GEN OP	RR2	10,839,377.17	0.00	10,839,377.17		5.360	13.926	839,377.17	0.00	839,377.17
MB GEN 7601	10246	GEN OP	RR2	2,912,687.07	0.00	2,912,687.07		0.050	0.017	4,584.70	0.00	4,584.70
			<b>Subtotal</b>	<b>40,866,684.21</b>	<b>0.00</b>	<b>40,866,684.21</b>			<b>8.172</b>	<b>6,541,510.81</b>	<b>0.00</b>	<b>6,541,510.81</b>
<b>Fund: Student Activity</b>												
TX ACT-0004	10240	STUACT	RRP	459,244.48	0.00	459,244.48		5.042	5.310	47,447.12	0.00	47,447.12
MB ACT 7627	10241	STUACT	RR2	222,229.36	0.00	222,229.36		0.050	0.037	367.48	0.00	367.48
			<b>Subtotal</b>	<b>681,473.84</b>	<b>0.00</b>	<b>681,473.84</b>			<b>2.546</b>	<b>47,814.60</b>	<b>0.00</b>	<b>47,814.60</b>
			<b>Total</b>	<b>291,629,395.13</b>	<b>0.00</b>	<b>289,135,799.54</b>			<b>2.133</b>	<b>21,681,811.23</b>	<b>12,317,695.61</b>	<b>33,999,506.84</b>

## Statement Disclosures

The information provided in this report was created by HUB Investment Partners utilizing data from your custodian that is considered reliable. HUB Investment Partners is relying on the information provided by your custodian; HUB Investment Partners has not audited or otherwise verified the accuracy of the methodology, calculations, or information in this report. As a result, the methodology, calculations, and information presented in the report are not guaranteed by HUB Investment Partners.

HUB Investment Partners is independent of your custodian.

You should consider the account statements received directly from your account custodian as the prevailing document for your account. Please review the information contained on this statement against the statement provided to you from the account custodian or product sponsor. The reported value on your account statement you received from the account custodian may differ from the reported value on this quarterly statement due to a variety of factors including the treatment of accrued income and dividends, rounding and other considerations. If there is any unexplained discrepancy between this statement and the account statement you received from the account custodian, please immediately contact HUB Investment Partners and/or your account custodian. Discrepancies should be reported to HUB Investment Partners via telephone at 512-600-5268.

The account portfolio or assets in the account are valued at the starting and ending points of the period. Cash flows are included in the calculation based on when they occurred during the period.

Performance data quoted represents past performance and does not guarantee future results. The investment return and principal of an investment will fluctuate so that an investor's shares when redeemed may be worth more or less than their original cost. All investments have investment risks such as fluctuation in investment principal including the complete loss of principal invested. The values represented in the report may not reflect the original cost of a client's initial investment. HUB Investment Partners standard reporting does not reflect reinvestment of dividends and other earnings in the performance numbers, unless the account holder specifically asks for inclusion of such earnings. Performance report calculations and figures should not be relied upon for tax purposes.

If you have any changes in your financial situation, risk tolerance, investment objectives or if you wish to impose or modify any reasonable restrictions on the management of your account(s), please contact HUB Investment Partners immediately. Also, please contact us if you would like a current copy of our Disclosure Document, which includes a description of the advisory services we offer.

This material is not intended to present an opinion on legal or tax matters. Please consult with your attorney or tax advisor and compare this document to your custodial statement for accuracy, as applicable.

## Financial Reports – Executive Summary, Board Meeting 11/20/2024

The following reports representing period ending 10/31/2024, are attached for your review:

Report No. 1 – Attachment B – General Fund revenue collected through the period totals \$5,886,356 or 5.5% of projected collections. For the same period in FY 2023-2024, revenue totaled \$1,777,603 or 1.7% of budgeted collections. See attachment B.

Report No. 2 – Attachment C – General Fund expenditures through the period total \$12,091,002 or 11.0% of total projected expenditures. For the same period in FY 2023-2024, expenditures totaled \$11,407,339 or 10.8% of budgeted expenditures. See attachment C.

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

Funds held by each financial institution at 10/31/2024 are as follows:

Moody Bank	\$ 24,827,130.86	Pledged securities \$18,460,000
Texas Class Investment Pool	\$ 62,770,359.05	N/A (Investment Pool)
Texas Range	\$ 13,085,840.45	N/A (Investment Pool)
Fidelity Investments	\$188,683,774.37	Treasury & Federal Agency Securities
Total	\$289,367,104.73	

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	\$96,392,164	\$1,122,082	1.2%
Interest & Sinking (Debt Payment)	\$23,832,852	\$268,548	1.1%

For the same period in FY 2023-2024, collections were \$657,397 (0.7%) for M&O and \$131,602 (0.6%) for I&S.

Report No. 5 – 2022 Bond Construction Projects. See attachment F.

Report No. 6 – 2022 Bond Interest Earned. See attachment G

Report No. 7 – Vendors with aggregate purchases for FY 2024-2025 that exceed \$50,000. See attachment H.

Report No. 8 – Local vendor activity for FY 2024-2025 (zip codes 77550-77559). See attachment I.

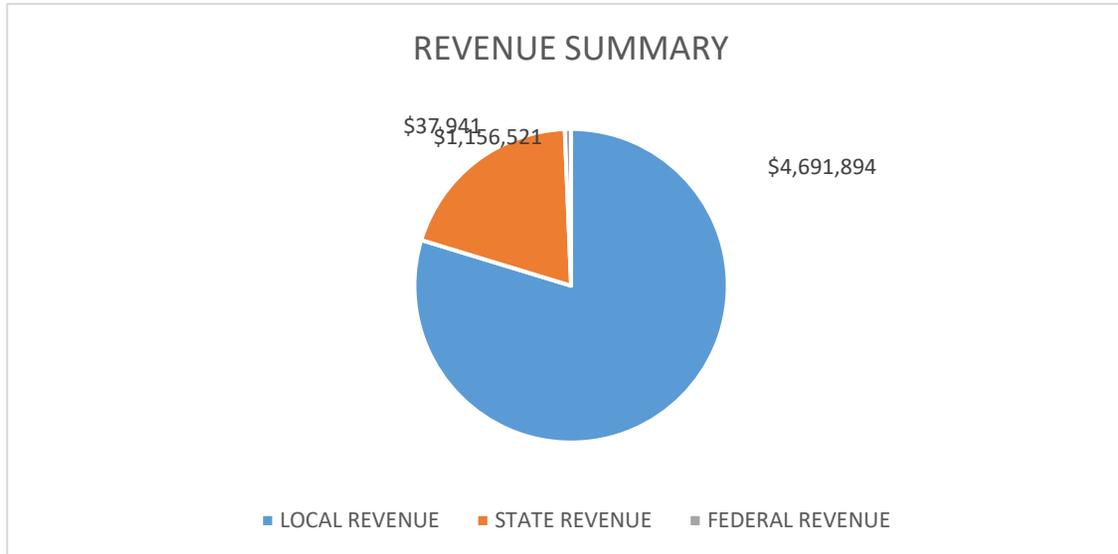
Report No. 9 - Monthly Check Register. See attachment J.

Report No. 10 – Legal Fee Summary FY 2024-2025. See attachment K.

Report No. 11 - Executive Summary

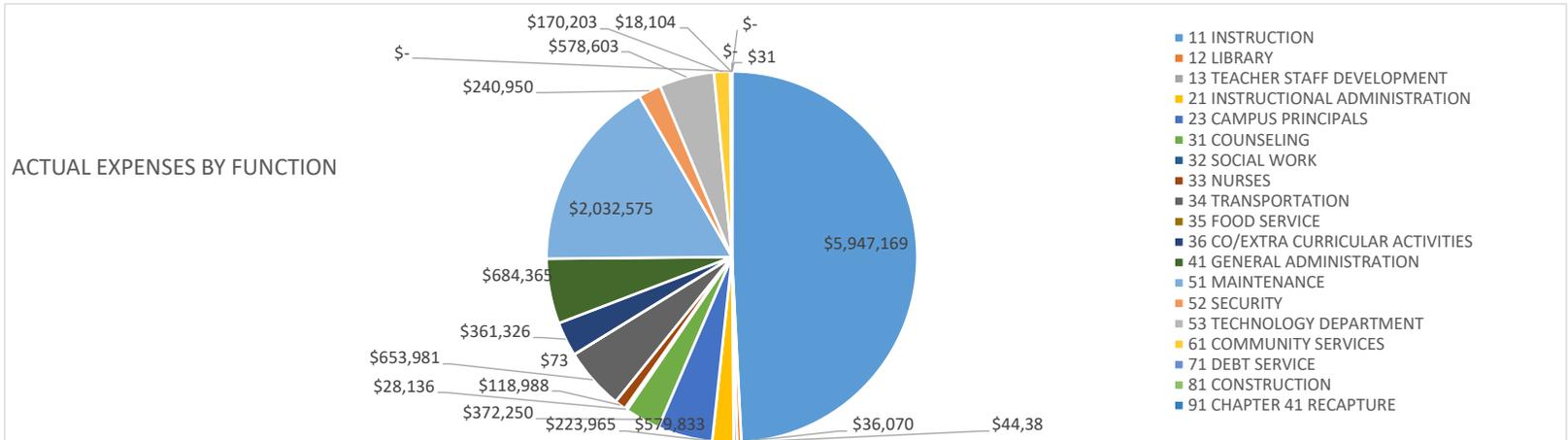
GALVESTON ISD  
 GENERAL FUND REVENUES BY MAJOR OBJECT  
 AS OF 10/31/2024

		2024-2025 Revised Budget	Monthly Receipts 10/31/2024	FYTD Activity 10/31/2024	2024-2025 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	\$ 99,043,778	\$ 1,154,091	\$ 4,691,894	\$ (94,351,884)
58--	STATE REVENUE	\$ 7,500,829	\$ 486,671	\$ 1,156,521	\$ (6,344,308)
59--	FEDERAL REVENUE	\$ 450,139	\$ 33,161	\$ 37,941	\$ (412,198)
79--	TRANSFERS IN	\$ 15,000	\$ -	\$ -	\$ (15,000)
---		\$ 107,009,746	\$ 1,673,922	\$ 5,886,356	\$ (101,123,390)
	% COLLECTED	5.5%			



GALVESTON ISD  
GENERAL FUND EXPENDITURES BY FUNCTION  
AS OF 10/31/2024

FC	Function	Revenue Budget 2024-2025	FYTD Activity October 2024-2025	Encumbered October 2024-2025	Expenses + Encumbered	Unencumbered Balance October 2024-2025
00	REVENUES (Carehere Closeout)	\$ -	\$ -	\$ -	\$ -	\$ -
11	INSTRUCTION	\$ 40,254,540	\$ 5,947,169	\$ 182,100	\$ 6,129,269	\$ (34,125,271)
12	LIBRARY	\$ 324,304	\$ 44,381	\$ -	\$ 44,381	\$ (279,923)
13	TEACHER STAFF DEVELOPMENT	\$ 382,559	\$ 36,070	\$ 6,444	\$ 42,514	\$ (340,045)
21	INSTRUCTIONAL ADMINISTRATION	\$ 1,683,262	\$ 223,965	\$ 5,498	\$ 229,463	\$ (1,453,799)
23	CAMPUS PRINCIPALS	\$ 3,705,590	\$ 579,833	\$ 2,469	\$ 582,302	\$ (3,123,288)
31	COUNSELING	\$ 2,449,917	\$ 372,250	\$ 2,313	\$ 374,563	\$ (2,075,354)
32	SOCIAL WORK	\$ 187,355	\$ 28,136	\$ -	\$ 28,136	\$ (159,219)
33	NURSES	\$ 836,517	\$ 118,988	\$ 918	\$ 119,906	\$ (716,611)
34	TRANSPORTATION	\$ 3,600,711	\$ 653,981	\$ 236,098	\$ 890,079	\$ (2,710,632)
35	FOOD SERVICE	\$ -	\$ 73	\$ -	\$ 73	\$ 73
36	CO/EXTRA CURRICULAR ACTIVITIES	\$ 2,045,959	\$ 361,326	\$ 37,953	\$ 399,279	\$ (1,646,680)
41	GENERAL ADMINISTRATION	\$ 3,364,289	\$ 684,365	\$ 128,131	\$ 812,496	\$ (2,551,793)
51	MAINTENANCE	\$ 9,916,273	\$ 2,032,575	\$ 862,806	\$ 2,895,381	\$ (7,020,892)
52	SECURITY	\$ 1,368,121	\$ 240,950	\$ 10,293	\$ 251,243	\$ (1,116,879)
53	TECHNOLOGY DEPARTMENT	\$ 2,223,730	\$ 578,603	\$ 13,612	\$ 592,214	\$ (1,631,516)
61	COMMUNITY SERVICES	\$ 801,400	\$ 170,203	\$ 630,000	\$ 800,203	\$ (1,197)
71	DEBT SERVICE	\$ 219,100	\$ 18,104	\$ 86,208	\$ 104,311	\$ (114,789)
81	CONSTRUCTION	\$ 75,000	\$ -	\$ -	\$ -	\$ (75,000)
91	CHAPTER 41 RECAPTURE	\$ 35,943,269	\$ -	\$ -	\$ -	\$ (35,943,269)
93	PMTS TO FISCAL AGENT/SSA	\$ 27,850	\$ 31	\$ -	\$ 31	\$ (27,819)
99	APPRAISAL DISTRICT FEES	\$ 800,000	\$ -	\$ -	\$ -	\$ (800,000)
--	COLUMN TOTALS	\$ 110,209,746	\$ 12,091,002	\$ 2,204,843	\$ 14,295,844	\$ (95,913,902)
	EXPENDITURES AS A % OF BUDGET		11.0%		13.0%	





**Galveston ISD  
Portfolio Management  
Portfolio Summary  
October 31, 2024**

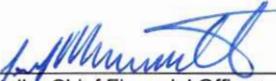
HUB Investment Partners LLC  
900 S Capital of Texas Hwy  
350  
Austin, TX 78746  
(512)600-5200

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
Federal Agency Coupon Securities	30,750,000.00	30,563,220.00	30,554,529.79	10.57	571	73	4.762
Treasury Coupon Securities	41,980,000.00	41,705,791.20	41,723,078.58	14.43	759	92	4.449
Treasury Discounts -Amortizing	79,550,000.00	77,803,332.00	77,558,739.11	26.82	333	187	5.173
Municipal Bonds	4,065,000.00	4,010,366.40	4,015,056.93	1.39	898	134	4.590
Investment Pools	75,856,199.50	75,856,199.50	75,856,199.50	26.24	1	1	5.023
Bank Accounts	23,702,177.86	23,702,177.86	23,702,177.86	8.20	1	1	2.478
Money Market Accounts	35,726,017.77	35,726,017.77	35,726,017.77	12.36	1	1	4.570
<b>Investments</b>	<b>291,629,395.13</b>	<b>289,367,104.73</b>	<b>289,135,799.54</b>	<b>100.00%</b>	<b>272</b>	<b>73</b>	<b>4.682</b>
<b>Cash and Accrued Interest</b>							
Accrued Interest at Purchase		0.00	0.00				
Ending Accrued Interest		272,056.62	272,056.62				
Subtotal		272,056.62	272,056.62				
<b>Total Cash and Investments Value</b>	<b>291,629,395.13</b>	<b>289,639,161.35</b>	<b>289,407,856.16</b>		<b>272</b>	<b>73</b>	<b>4.682</b>

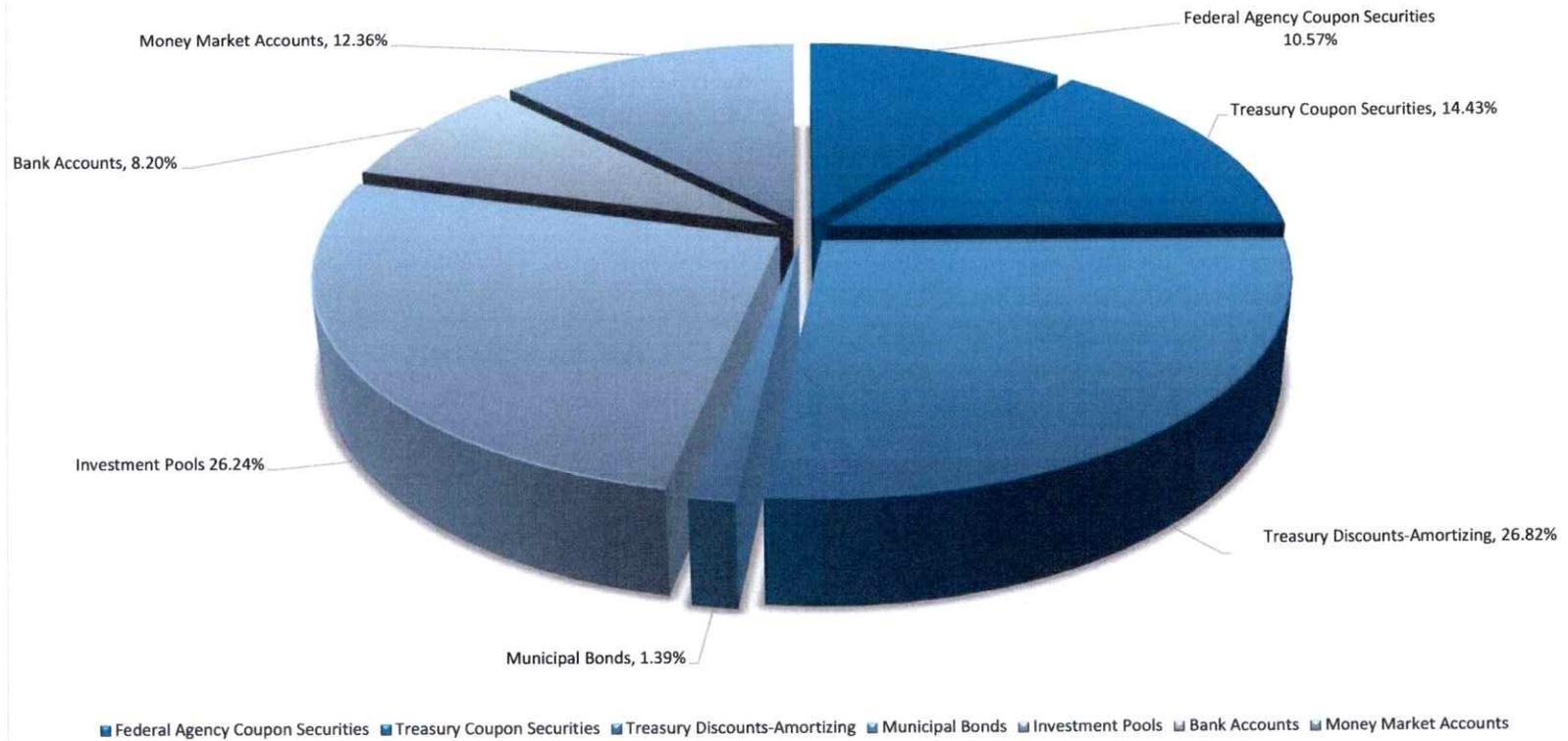
<b>Total Earnings</b>	<b>October 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	1,165,531.76	2,334,537.65
<b>Average Daily Balance</b>	<b>300,167,300.55</b>	<b>292,164,521.74</b>
<b>Effective Rate of Return</b>	<b>4.57%</b>	<b>4.78%</b>

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the District of the position and activity within the District's portfolio of investments.

  
Lorraine Dochoda, Director of Accounting 11/18/24

  
Jeff Martello, Chief Financial Officer 11/13/24

### Book Value Percentages by Investment Type





**Galveston ISD**  
**Fund GEN OP - General Operating**  
**Investments by Fund**  
**October 31, 2024**

HUB Investment Partners LLC  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Investment Pools</b>										
TX GEN-0001	10237	Texas Class	09/01/2022	15,051,092.04	15,051,092.04	15,051,092.04	5.042	4.972	5.042	1
TX DLY 1227-02	10231	Texas Range	09/01/2022	12,063,043.92	12,063,043.92	12,063,043.92	4.930	4.862	4.930	1
<b>Subtotal and Average</b>				<b>27,114,135.96</b>	<b>27,114,135.96</b>	<b>27,114,135.96</b>		<b>4.924</b>	<b>4.992</b>	<b>1</b>
<b>Bank Accounts</b>										
MB GEN 7601	10246	Moody Bank	09/01/2022	2,912,687.07	2,912,687.07	2,912,687.07	0.050	0.049	0.050	1
MB GEN 0616	10293	Moody Bank	05/01/2023	10,839,377.17	10,839,377.17	10,839,377.17	5.360	5.286	5.360	1
MB SCH CSH 1600	10305	Moody Bank	05/01/2024	484.01	484.01	484.01	0.040	0.039	0.040	1
<b>Subtotal and Average</b>				<b>13,752,548.25</b>	<b>13,752,548.25</b>	<b>13,752,548.25</b>		<b>4.177</b>	<b>4.235</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>40,866,684.21</b>	<b>40,866,684.21</b>	<b>40,866,684.21</b>		<b>4.673</b>	<b>4.737</b>	<b>1</b>

**Fund DS - Interest & Sinking  
Investments by Fund  
October 31, 2024**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Investment Pools</b>										
TX DEBT-0002	10238	Texas Class	09/01/2022	3,293,439.19	3,293,439.19	3,293,439.19	5.042	4.972	5.042	1
TX DLY 1227-04	10232	Texas Range	09/01/2022	232,857.61	232,857.61	232,857.61	4.930	4.862	4.930	1
<b>Subtotal and Average</b>				<b>3,526,296.80</b>	<b>3,526,296.80</b>	<b>3,526,296.80</b>		<b>4.966</b>	<b>5.035</b>	<b>1</b>
<b>Bank Accounts</b>										
MB DS 2049	10243	Moody Bank	09/01/2022	2,049,844.03	2,049,844.03	2,049,844.03	0.050	0.049	0.050	1
<b>Subtotal and Average</b>				<b>2,049,844.03</b>	<b>2,049,844.03</b>	<b>2,049,844.03</b>		<b>0.049</b>	<b>0.050</b>	<b>1</b>
<b>Money Market Accounts</b>										
MB DS MM 7635	10244	Moody Bank	09/01/2022	1,124,953.00	1,124,953.00	1,124,953.00	4.420	4.420	4.481	1
<b>Subtotal and Average</b>				<b>1,124,953.00</b>	<b>1,124,953.00</b>	<b>1,124,953.00</b>		<b>4.420</b>	<b>4.481</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>6,701,093.83</b>	<b>6,701,093.83</b>	<b>6,701,093.83</b>		<b>3.370</b>	<b>3.417</b>	<b>1</b>

**Fund STUACT - Student Activity  
Investments by Fund  
October 31, 2024**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Investment Pools</b>										
TX ACT-0004	10240	Texas Class	09/01/2022	459,244.48	459,244.48	459,244.48	5.042	4.972	5.042	1
<b>Subtotal and Average</b>				<b>459,244.48</b>	<b>459,244.48</b>	<b>459,244.48</b>		<b>4.973</b>	<b>5.042</b>	<b>1</b>
<b>Bank Accounts</b>										
MB ACT 7627	10241	Moody Bank	09/01/2022	222,229.36	222,229.36	222,229.36	0.050	0.049	0.050	1
<b>Subtotal and Average</b>				<b>222,229.36</b>	<b>222,229.36</b>	<b>222,229.36</b>		<b>0.049</b>	<b>0.050</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>681,473.84</b>	<b>681,473.84</b>	<b>681,473.84</b>		<b>3.367</b>	<b>3.414</b>	<b>1</b>

**Fund CN - Child Nutrition  
Investments by Fund  
October 31, 2024**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Investment Pools</b>										
TX CNS-0005	10282	Texas Class	09/01/2022	3,041,186.45	3,041,186.45	3,041,186.45	5.042	4.972	5.042	1
TX DLY 1227-08	10235	Texas Range	09/01/2022	789,938.92	789,938.92	789,938.92	4.930	4.862	4.930	1
<b>Subtotal and Average</b>				<b>3,831,125.37</b>	<b>3,831,125.37</b>	<b>3,831,125.37</b>		<b>4.950</b>	<b>5.019</b>	<b>1</b>
<b>Bank Accounts</b>										
MB CN 7619	10245	Moody Bank	09/01/2022	255,351.71	255,351.71	255,351.71	0.050	0.049	0.050	1
<b>Subtotal and Average</b>				<b>255,351.71</b>	<b>255,351.71</b>	<b>255,351.71</b>		<b>0.049</b>	<b>0.050</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>4,086,477.08</b>	<b>4,086,477.08</b>	<b>4,086,477.08</b>		<b>4.644</b>	<b>4.708</b>	<b>1</b>

**Fund BD 2022 CONS FD - Bond 2022 Construction Fund**  
**Investments by Fund**  
**October 31, 2024**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Federal Agency Coupon Securities</b>											
3133ENPG9	10300	FFCB Note	03/05/2024	15,604,542.99	15,750,000.00	15,620,220.00	1.750	5.030	5.100	02/14/2025	105
3130AQ3F8	10261	FHLB Note	09/27/2022	14,949,986.80	15,000,000.00	14,943,000.00	1.150	4.349	4.410	12/10/2024	39
<b>Subtotal and Average</b>				<b>30,554,529.79</b>	<b>30,750,000.00</b>	<b>30,563,220.00</b>		<b>4.697</b>	<b>4.762</b>		<b>72</b>
<b>Treasury Coupon Securities</b>											
91282CDS7	10267	US Treasury	09/27/2022	7,454,096.96	7,500,000.00	7,446,525.00	1.125	4.231	4.290	01/15/2025	75
9128283Z1	10272	US Treasury	09/27/2022	10,282,364.14	10,330,000.00	10,269,466.20	2.750	4.191	4.250	02/28/2025	119
91282CDH1	10276	US Treasury	09/28/2022	9,637,325.25	9,650,000.00	9,635,525.00	0.750	4.320	4.380	11/15/2024	14
91282CED9	10277	US Treasury	09/28/2022	6,588,865.31	6,650,000.00	6,583,167.50	1.750	4.359	4.420	03/15/2025	134
91282CED9	10301	US Treasury	03/08/2024	7,760,426.92	7,850,000.00	7,771,107.50	1.750	4.907	4.975	03/15/2025	134
<b>Subtotal and Average</b>				<b>41,723,078.58</b>	<b>41,980,000.00</b>	<b>41,705,791.20</b>		<b>4.388</b>	<b>4.449</b>		<b>92</b>
<b>Treasury Discounts -Amortizing</b>											
912797KJ5	10302	US Treasury	04/02/2024	7,752,819.79	7,900,000.00	7,766,411.00	4.825	5.072	5.143	03/20/2025	139
912797KS5	10303	US Treasury	05/02/2024	10,746,625.99	11,000,000.00	10,779,340.00	4.966	5.224	5.296	04/17/2025	167
912797LB1	10304	US Treasury	05/31/2024	16,837,747.97	17,300,000.00	16,902,273.00	4.933	5.188	5.260	05/15/2025	195
912797LF2	10306	US Treasury	06/07/2024	9,105,640.90	9,150,000.00	9,110,289.00	5.134	5.342	5.416	12/05/2024	34
912797LN5	10308	US Treasury	07/03/2024	10,573,407.93	10,900,000.00	10,617,690.00	4.837	5.081	5.151	06/12/2025	223
912797LW5	10309	US Treasury	07/12/2024	22,542,496.53	23,300,000.00	22,627,329.00	4.663	4.901	4.969	07/10/2025	251
<b>Subtotal and Average</b>				<b>77,558,739.11</b>	<b>79,550,000.00</b>	<b>77,803,332.00</b>		<b>5.102</b>	<b>5.173</b>		<b>186</b>
<b>Municipal Bonds</b>											
64990FA95	10275	NY ST Dorm Auth ST	09/29/2022	4,015,056.93	4,065,000.00	4,010,366.40	1.062	4.527	4.590	03/15/2025	134
<b>Subtotal and Average</b>				<b>4,015,056.93</b>	<b>4,065,000.00</b>	<b>4,010,366.40</b>		<b>4.527</b>	<b>4.590</b>		<b>134</b>
<b>Investment Pools</b>											
TX BD 2022	10284	Texas Class	09/01/2022	34,102,503.07	34,102,503.07	34,102,503.07	5.042	4.972	5.042		1
TX DLY 1227-05	10233	Texas Range	09/01/2022	0.00	0.00	0.00	2.430	2.396	2.430		1
<b>Subtotal and Average</b>				<b>34,102,503.07</b>	<b>34,102,503.07</b>	<b>34,102,503.07</b>		<b>4.973</b>	<b>5.042</b>		<b>1</b>
<b>Bank Accounts</b>											
MB BD CON 2022	10287	Moody Bank	09/08/2022	1,894,703.03	1,894,703.03	1,894,703.03	0.050	0.049	0.050		1
<b>Subtotal and Average</b>				<b>1,894,703.03</b>	<b>1,894,703.03</b>	<b>1,894,703.03</b>		<b>0.049</b>	<b>0.050</b>		<b>1</b>
<b>Money Market Accounts</b>											

**Fund BD 2022 CONS FD - Bond 2022 Construction Fund  
Investments by Fund  
October 31, 2024**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Money Market Accounts</b>										
FID BOND MM	10286	Fidelity Investments	09/22/2022	34,601,064.77	34,601,064.77	34,601,064.77	4.510	4.510	4.572	1
<b>Subtotal and Average</b>				<b>34,601,064.77</b>	<b>34,601,064.77</b>	<b>34,601,064.77</b>	<b>4.510</b>	<b>4.510</b>	<b>4.573</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>224,449,675.28</b>	<b>226,943,270.87</b>	<b>224,680,980.47</b>	<b>4.750</b>	<b>4.816</b>		<b>94</b>

**Fund BD 2018 CONS FD - Bond 2018 Construction Fund  
Investments by Fund  
October 31, 2024**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bank Accounts</b>										
MB BD CON 2056	10242	Moody Bank	09/01/2022	0.00	0.00	0.00	0.030	0.029	0.030	1
<b>Subtotal and Average</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>
<b>Total Investments and Average</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>

**Fund BD 2023 CONS FD - Bond 2023 Construction Fund**  
**Investments by Fund**  
**October 31, 2024**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Investment Pools</b>										
TX BD 2023	10291	Texas Class	05/03/2023	6,822,893.82	6,822,893.82	6,822,893.82	5.042	4.972	5.042	1
<b>Subtotal and Average</b>				<b>6,822,893.82</b>	<b>6,822,893.82</b>	<b>6,822,893.82</b>		<b>4.973</b>	<b>5.042</b>	<b>1</b>
<b>Bank Accounts</b>										
MB 23 BND 5610	10292	Moody Bank	05/23/2023	5,527,501.48	5,527,501.48	5,527,501.48	0.050	0.049	0.050	1
<b>Subtotal and Average</b>				<b>5,527,501.48</b>	<b>5,527,501.48</b>	<b>5,527,501.48</b>		<b>0.049</b>	<b>0.050</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>12,350,395.30</b>	<b>12,350,395.30</b>	<b>12,350,395.30</b>		<b>2.769</b>	<b>2.808</b>	<b>1</b>



**Galveston ISD  
Summary by Type  
October 31, 2024  
Grouped by Fund**

HUB Investment Partners LLC  
900 S Capital of Texas Hwy  
350  
Austin, TX 78746  
(512)600-5200

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Bond 2018 Construction Fund</b>						
Bank Accounts	1	0.00	0.00	0.00	0.000	0
<b>Subtotal</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.000</b>	<b>0</b>
<b>Fund: Bond 2022 Construction Fund</b>						
Federal Agency Coupon Securities	2	30,750,000.00	30,554,529.79	10.57	4.762	73
Money Market Accounts	1	34,601,064.77	34,601,064.77	11.97	4.573	1
Bank Accounts	1	1,894,703.03	1,894,703.03	0.66	0.050	1
Municipal Bonds	1	4,065,000.00	4,015,056.93	1.39	4.590	134
Investment Pools	2	34,102,503.07	34,102,503.07	11.79	5.042	1
Treasury Coupon Securities	5	41,980,000.00	41,723,078.58	14.43	4.449	92
Treasury Discounts -Amortizing	6	79,550,000.00	77,558,739.11	26.82	5.173	187
<b>Subtotal</b>	<b>18</b>	<b>226,943,270.87</b>	<b>224,449,675.28</b>	<b>77.63</b>	<b>4.816</b>	<b>94</b>
<b>Fund: Bond 2023 Construction Fund</b>						
Investment Pools	1	6,822,893.82	6,822,893.82	2.36	5.042	1
Bank Accounts	1	5,527,501.48	5,527,501.48	1.91	0.050	1
<b>Subtotal</b>	<b>2</b>	<b>12,350,395.30</b>	<b>12,350,395.30</b>	<b>4.27</b>	<b>2.808</b>	<b>1</b>
<b>Fund: Child Nutrition</b>						
Investment Pools	2	3,831,125.37	3,831,125.37	1.33	5.019	1
Bank Accounts	1	255,351.71	255,351.71	0.09	0.050	1
<b>Subtotal</b>	<b>3</b>	<b>4,086,477.08</b>	<b>4,086,477.08</b>	<b>1.42</b>	<b>4.708</b>	<b>1</b>
<b>Fund: Interest &amp; Sinking</b>						
Bank Accounts	1	2,049,844.03	2,049,844.03	0.71	0.050	1
Money Market Accounts	1	1,124,953.00	1,124,953.00	0.39	4.481	1
Investment Pools	2	3,526,296.80	3,526,296.80	1.22	5.035	1
<b>Subtotal</b>	<b>4</b>	<b>6,701,093.83</b>	<b>6,701,093.83</b>	<b>2.32</b>	<b>3.417</b>	<b>1</b>
<b>Fund: General Operating</b>						
Investment Pools	2	27,114,135.96	27,114,135.96	9.38	4.992	1

**Galveston ISD  
Summary by Type  
October 31, 2024  
Grouped by Fund**

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: General Operating</b>						
Bank Accounts	3	13,752,548.25	13,752,548.25	4.76	4.235	1
<b>Subtotal</b>	<b>5</b>	<b>40,866,684.21</b>	<b>40,866,684.21</b>	<b>14.14</b>	<b>4.737</b>	<b>1</b>
<b>Fund: Student Activity</b>						
Investment Pools	1	459,244.48	459,244.48	0.16	5.042	1
Bank Accounts	1	222,229.36	222,229.36	0.08	0.050	1
<b>Subtotal</b>	<b>2</b>	<b>681,473.84</b>	<b>681,473.84</b>	<b>0.24</b>	<b>3.414</b>	<b>1</b>
<b>Total and Average</b>	<b>35</b>	<b>291,629,395.13</b>	<b>289,135,799.54</b>	<b>100.00</b>	<b>4.682</b>	<b>73</b>



**Galveston ISD  
Maturity Report  
Sorted by Maturity Date**

HUB Investment Partners LLC  
900 S Capital of Texas Hwy  
350  
Austin, TX 78746  
(512)600-5200

**Amounts due during October 1, 2024 - October 31, 2024**

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
9128283D0	10271	BD 2022	TRC	USTR	10,300,000.00	10/31/2024	09/27/2022	2.250	10,300,000.00	115,875.00	10,415,875.00	115,875.00
912797HE0	10297	BD 2022	ATD	USTR	11,450,000.00	10/31/2024	11/16/2023	4.992	11,450,000.00	0.00	11,450,000.00	0.00
912797HE0	10310	BD 2022	ATD	USTR	13,550,000.00	10/31/2024	08/02/2024	5.123	13,550,000.00	0.00	13,550,000.00	0.00
912797HE0	10311	BD 2022	ATD	USTR	9,530,000.00	10/31/2024	08/09/2024	5.077	9,530,000.00	0.00	9,530,000.00	0.00
<b>Total Maturities</b>					<b>44,830,000.00</b>				<b>44,830,000.00</b>	<b>115,875.00</b>	<b>44,945,875.00</b>	<b>115,875.00</b>



**Galveston ISD**  
**Interest Earnings**  
**Sorted by Fund - Maturity Date**  
**October 1, 2024 - October 31, 2024**  
**Yield on Beginning Book Value**

HUB Investment Partners LLC  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Bond 2022 Construction Fund</b>												
TX BD 2022	10284	BD 2022	RRP	34,102,503.07	21,391,439.54	34,102,503.07		5.042	5.620	102,099.78	0.00	102,099.78
FID BOND MM	10286	BD 2022	RR3	34,601,064.77	2,257,883.62	34,601,064.77		4.510	3.285	6,299.90	0.00	6,299.90
MB BD CON 2022	10287	BD 2022	RR2	1,894,703.03	2,806,538.70	1,894,703.03		0.050	0.039	93.50	0.00	93.50
912797HE0	10310	BD 2022	ATD	0.00	13,492,159.46	0.00	10/31/2024	5.123	5.216	0.00	57,840.54	57,840.54
912797HE0	10311	BD 2022	ATD	0.00	9,489,686.58	0.00	10/31/2024	5.077	5.169	0.00	40,313.42	40,313.42
912797HE0	10297	BD 2022	ATD	0.00	11,402,367.93	0.00	10/31/2024	4.992	5.082	0.00	47,632.07	47,632.07
9128283D0	10271	BD 2022	TRC	0.00	10,284,080.59	0.00	10/31/2024	2.250	4.118	18,892.66	15,919.41	34,812.07
91282CDH1	10276	BD 2022	TRC	9,650,000.00	9,609,259.73	9,637,325.25	11/15/2024	0.750	4.186	6,096.80	28,065.52	34,162.32
912797LF2	10306	BD 2022	ATD	9,150,000.00	9,065,195.83	9,105,640.90	12/05/2024	5.134	5.253	0.00	40,445.07	40,445.07
3130AQ3F8	10261	BD 2022	FAC	15,000,000.00	14,911,515.11	14,949,986.80	12/10/2024	1.150	4.173	14,375.00	38,471.69	52,846.69
91282CDS7	10267	BD 2022	TRC	7,500,000.00	7,435,123.70	7,454,096.96	01/15/2025	1.125	4.130	7,107.68	18,973.26	26,080.94
3133ENPG9	10300	BD 2022	FAC	15,750,000.00	15,562,176.87	15,604,542.99	02/14/2025	1.750	4.943	22,968.75	42,366.12	65,334.87
9128283Z1	10272	BD 2022	TRC	10,330,000.00	10,269,954.79	10,282,364.14	02/28/2025	2.750	4.212	24,326.87	12,409.35	36,736.22
91282CED9	10277	BD 2022	TRC	6,650,000.00	6,574,722.21	6,588,865.31	03/15/2025	1.750	4.317	9,965.81	14,143.10	24,108.91
91282CED9	10301	BD 2022	TRC	7,850,000.00	7,739,704.79	7,760,426.92	03/15/2025	1.750	4.942	11,764.16	20,722.13	32,486.29
64990FA95	10275	BD 2022	MC1	4,065,000.00	4,003,875.65	4,015,056.93	03/15/2025	1.062	4.346	3,597.53	11,181.28	14,778.81
912797KJ5	10302	BD 2022	ATD	7,900,000.00	7,719,995.43	7,752,819.79	03/20/2025	4.825	5.006	0.00	32,824.36	32,824.36
912797KS5	10303	BD 2022	ATD	11,000,000.00	10,699,592.49	10,746,625.99	04/17/2025	4.966	5.176	0.00	47,033.50	47,033.50
912797LB1	10304	BD 2022	ATD	17,300,000.00	16,764,261.75	16,837,747.97	05/15/2025	4.933	5.161	0.00	73,486.22	73,486.22
912797LN5	10308	BD 2022	ATD	10,900,000.00	10,528,007.24	10,573,407.93	06/12/2025	4.837	5.077	0.00	45,400.69	45,400.69
912797LW5	10309	BD 2022	ATD	23,300,000.00	22,448,940.32	22,542,496.53	07/10/2025	4.663	4.907	0.00	93,556.21	93,556.21
<b>Subtotal</b>				<b>226,943,270.87</b>	<b>224,456,482.33</b>	<b>224,449,675.28</b>			<b>4.796</b>	<b>227,588.44</b>	<b>680,783.94</b>	<b>908,372.38</b>
<b>Fund: Bond 2023 Construction Fund</b>												
TX BD 2023	10291	BD 2023	RRP	6,822,893.82	16,770,659.66	6,822,893.82		5.042	3.667	52,234.16	0.00	52,234.16
MB 23 BND 5610	10292	BD 2023	RR2	5,527,501.48	1,696,288.04	5,527,501.48		0.050	0.099	142.16	0.00	142.16
<b>Subtotal</b>				<b>12,350,395.30</b>	<b>18,466,947.70</b>	<b>12,350,395.30</b>			<b>3.339</b>	<b>52,376.32</b>	<b>0.00</b>	<b>52,376.32</b>
<b>Fund: Child Nutrition</b>												
TX CNS-0005	10282	CN	RRP	3,041,186.45	2,624,285.88	3,041,186.45		5.042	5.197	11,583.14	0.00	11,583.14
TX DLY 1227-08	10235	CN	RRP	789,938.92	786,657.33	789,938.92		4.930	4.912	3,281.59	0.00	3,281.59
MB CN 7619	10245	CN	RR2	255,351.71	449,456.49	255,351.71		0.050	0.038	14.34	0.00	14.34

**Galveston ISD**  
**Interest Earnings**  
**October 1, 2024 - October 31, 2024**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Subtotal</b>				<b>4,086,477.08</b>	<b>3,860,399.70</b>	<b>4,086,477.08</b>			<b>4.538</b>	<b>14,879.07</b>	<b>0.00</b>	<b>14,879.07</b>
<b>Fund: Interest &amp; Sinking</b>												
TX DEBT-0002	10238	DS	RRP	3,293,439.19	3,053,555.84	3,293,439.19		5.042	5.130	13,303.40	0.00	13,303.40
TX DLY 1227-04	10232	DS	RRP	232,857.61	231,890.27	232,857.61		4.930	4.912	967.34	0.00	967.34
MB DS 2049	10243	DS	RR2	2,049,844.03	2,050,706.98	2,049,844.03		0.050	0.050	87.05	0.00	87.05
MB DS MM 7635	10244	DS	RR3	1,124,953.00	1,120,831.11	1,124,953.00		4.420	4.330	4,121.89	0.00	4,121.89
<b>Subtotal</b>				<b>6,701,093.83</b>	<b>6,456,984.20</b>	<b>6,701,093.83</b>			<b>3.370</b>	<b>18,479.68</b>	<b>0.00</b>	<b>18,479.68</b>
<b>Fund: General Operating</b>												
TX GEN-0001	10237	GEN OP	RRP	15,051,092.04	18,386,741.76	15,051,092.04		5.042	4.564	71,272.05	0.00	71,272.05
TX DLY 1227-02	10231	GEN OP	RRP	12,063,043.92	12,012,931.24	12,063,043.92		4.930	4.912	50,112.68	0.00	50,112.68
MB SCH CSH 1600	10305	GEN OP	RR2	484.01	140.00	484.01		0.040		0.00	0.00	0.00
MB GEN 0616	10293	GEN OP	RR2	10,839,377.17	10,791,442.47	10,839,377.17		5.360	5.230	47,934.70	0.00	47,934.70
MB GEN 7601	10246	GEN OP	RR2	2,912,687.07	5,104,081.74	2,912,687.07		0.050	0.032	139.59	0.00	139.59
<b>Subtotal</b>				<b>40,866,684.21</b>	<b>46,295,337.21</b>	<b>40,866,684.21</b>			<b>4.310</b>	<b>169,459.02</b>	<b>0.00</b>	<b>169,459.02</b>
<b>Fund: Student Activity</b>												
TX ACT-0004	10240	STUACT	RRP	459,244.48	457,287.68	459,244.48		5.042	5.038	1,956.80	0.00	1,956.80
MB ACT 7627	10241	STUACT	RR2	222,229.36	196,957.73	222,229.36		0.050	0.051	8.49	0.00	8.49
<b>Subtotal</b>				<b>681,473.84</b>	<b>654,245.41</b>	<b>681,473.84</b>			<b>3.537</b>	<b>1,965.29</b>	<b>0.00</b>	<b>1,965.29</b>
<b>Total</b>				<b>291,629,395.13</b>	<b>300,190,396.55</b>	<b>289,135,799.54</b>			<b>4.594</b>	<b>484,747.82</b>	<b>680,783.94</b>	<b>1,165,531.76</b>



**Galveston ISD**  
**Accrued Interest**  
**Sorted by Fund - Maturity Date**  
**October 1, 2024 - October 31, 2024**

HUB Investment Partners LLC  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Bond 2018 Construction Fund</b>										
MB BD CON 2056	10242	RR2	0.00		0.030	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Bond 2022 Construction Fund</b>										
TX BD 2022	10284	RRP	34,102,503.07		5.042	0.00	0.00	102,099.78	102,099.78	0.00
TX DLY 1227-05	10233	RRP	0.00		2.430	0.00	0.00	0.00	0.00	0.00
MB BD CON 2022	10287	RR2	1,894,703.03		0.050	0.00	0.00	93.50	93.50	0.00
FID BOND MM	10286	RR3	34,601,064.77		4.510	0.00	0.00	6,299.90	6,299.90	0.00
9128283D0	10271	TRC	0.00	10/31/2024	2.250	96,982.34	0.00	18,892.66	115,875.00	0.00
912797HE0	10297	ATD	0.00	10/31/2024	4.992	0.00	0.00	0.00	0.00	0.00
912797HE0	10310	ATD	0.00	10/31/2024	5.123	0.00	0.00	0.00	0.00	0.00
912797HE0	10311	ATD	0.00	10/31/2024	5.077	0.00	0.00	0.00	0.00	0.00
91282CDH1	10276	TRC	9,650,000.00	11/15/2024	0.750	27,337.30	0.00	6,096.80	0.00	33,434.10
912797LF2	10306	ATD	9,150,000.00	12/05/2024	5.134	0.00	0.00	0.00	0.00	0.00
3130AQ3F8	10261	FAC	15,000,000.00	12/10/2024	1.150	53,187.50	0.00	14,375.00	0.00	67,562.50
91282CDS7	10267	TRC	7,500,000.00	01/15/2025	1.125	17,883.83	0.00	7,107.68	0.00	24,991.51
3133ENPG9	10300	FAC	15,750,000.00	02/14/2025	1.750	35,984.38	0.00	22,968.75	0.00	58,953.13
9128283Z1	10272	TRC	10,330,000.00	02/28/2025	2.750	24,326.86	0.00	24,326.87	0.00	48,653.73
91282CED9	10277	TRC	6,650,000.00	03/15/2025	1.750	5,143.65	0.00	9,965.81	0.00	15,109.46
91282CED9	10301	TRC	7,850,000.00	03/15/2025	1.750	6,071.82	0.00	11,764.16	0.00	17,835.98
64990FA95	10275	MC1	4,065,000.00	03/15/2025	1.062	1,918.68	0.00	3,597.53	0.00	5,516.21
912797KJ5	10302	ATD	7,900,000.00	03/20/2025	4.825	0.00	0.00	0.00	0.00	0.00
912797KS5	10303	ATD	11,000,000.00	04/17/2025	4.966	0.00	0.00	0.00	0.00	0.00
912797LB1	10304	ATD	17,300,000.00	05/15/2025	4.933	0.00	0.00	0.00	0.00	0.00
912797LN5	10308	ATD	10,900,000.00	06/12/2025	4.837	0.00	0.00	0.00	0.00	0.00
912797LW5	10309	ATD	23,300,000.00	07/10/2025	4.663	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>			<b>226,943,270.87</b>			<b>268,836.36</b>	<b>0.00</b>	<b>227,588.44</b>	<b>224,368.18</b>	<b>272,056.62</b>
<b>Bond 2023 Construction Fund</b>										
TX BD 2023	10291	RRP	6,822,893.82		5.042	0.00	0.00	52,234.16	52,234.16	0.00
MB 23 BND 5610	10292	RR2	5,527,501.48		0.050	0.00	0.00	142.16	142.16	0.00
<b>Subtotal</b>			<b>12,350,395.30</b>			<b>0.00</b>	<b>0.00</b>	<b>52,376.32</b>	<b>52,376.32</b>	<b>0.00</b>
<b>Child Nutrition</b>										
TX CNS-0005	10282	RRP	3,041,186.45		5.042	0.00	0.00	11,583.14	11,583.14	0.00
TX DLY 1227-08	10235	RRP	789,938.92		4.930	0.00	0.00	3,281.59	3,281.59	0.00
MB CN 7619	10245	RR2	255,351.71		0.050	0.00	0.00	14.34	14.34	0.00

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.

**Galveston ISD**  
**Accrued Interest**  
Sorted by Fund - Maturity Date

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Subtotal</b>			<b>4,086,477.08</b>			<b>0.00</b>	<b>0.00</b>	<b>14,879.07</b>	<b>14,879.07</b>	<b>0.00</b>
<b>Interest &amp; Sinking</b>										
TX DEBT-0002	10238	RRP	3,293,439.19		5.042	0.00	0.00	13,303.40	13,303.40	0.00
TX DLY 1227-04	10232	RRP	232,857.61		4.930	0.00	0.00	967.34	967.34	0.00
MB DS 2049	10243	RR2	2,049,844.03		0.050	0.00	0.00	87.05	87.05	0.00
MB DS MM 7635	10244	RR3	1,124,953.00		4.420	0.00	0.00	4,121.89	4,121.89	0.00
<b>Subtotal</b>			<b>6,701,093.83</b>			<b>0.00</b>	<b>0.00</b>	<b>18,479.68</b>	<b>18,479.68</b>	<b>0.00</b>
<b>General Operating</b>										
TX GEN-0001	10237	RRP	15,051,092.04		5.042	0.00	0.00	71,272.05	71,272.05	0.00
TX DLY 1227-02	10231	RRP	12,063,043.92		4.930	0.00	0.00	50,112.68	50,112.68	0.00
MB GEN 7601	10246	RR2	2,912,687.07		0.050	0.00	0.00	139.59	139.59	0.00
MB GEN 0616	10293	RR2	10,839,377.17		5.360	0.00	0.00	47,934.70	47,934.70	0.00
MB SCH CSH 1600	10305	RR2	484.01		0.040	0.01	0.00	0.00	0.01	0.00
<b>Subtotal</b>			<b>40,866,684.21</b>			<b>0.01</b>	<b>0.00</b>	<b>169,459.02</b>	<b>169,459.03</b>	<b>0.00</b>
<b>Student Activity</b>										
TX ACT-0004	10240	RRP	459,244.48		5.042	0.00	0.00	1,956.80	1,956.80	0.00
MB ACT 7627	10241	RR2	222,229.36		0.050	0.00	0.00	8.49	8.49	0.00
<b>Subtotal</b>			<b>681,473.84</b>			<b>0.00</b>	<b>0.00</b>	<b>1,965.29</b>	<b>1,965.29</b>	<b>0.00</b>
<b>Total</b>			<b>291,629,395.13</b>			<b>268,836.37</b>	<b>0.00</b>	<b>484,747.82</b>	<b>481,527.57</b>	<b>272,056.62</b>

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.



**Galveston ISD  
Inventory by Maturity Report  
October 31, 2024**

HUB Investment Partners LLC  
900 S Capital of Texas Hwy  
350  
Austin, TX 78746  
(512)600-5200

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity/Call Date	Maturity Amount	Total Days	Par Value	YTM/YTC		Days to Mat./Call
												360	365	
91282CDH1	10276	BD 2022	TRC	US Treasury	09/28/2022	9,637,325.25	0.750	11/15/2024	9,650,000.00	779	9,650,000.00	4.320	4.380	14
912797LF2	10306	BD 2022	ATD	US Treasury	06/07/2024	9,105,640.90	5.134	12/05/2024	9,150,000.00	181	9,150,000.00	5.342	5.417	34
3130AQ3F8	10261	BD 2022	FAC	FHLB Note	09/27/2022	14,949,986.80	1.150	12/10/2024	15,000,000.00	805	15,000,000.00	4.350	4.410	39
91282CDS7	10267	BD 2022	TRC	US Treasury	09/27/2022	7,454,096.96	1.125	01/15/2025	7,500,000.00	841	7,500,000.00	4.231	4.290	75
3133ENPG9	10300	BD 2022	FAC	FFCB Note	03/05/2024	15,604,542.99	1.750	02/14/2025	15,750,000.00	346	15,750,000.00	5.030	5.100	105
9128283Z1	10272	BD 2022	TRC	US Treasury	09/27/2022	10,282,364.14	2.750	02/28/2025	10,330,000.00	885	10,330,000.00	4.192	4.250	119
64990FA95	10275	BD 2022	MC1	NY ST Dorm Auth ST	09/29/2022	4,015,056.93	1.062	03/15/2025	4,065,000.00	898	4,065,000.00	4.527	4.590	134
91282CED9	10277	BD 2022	TRC	US Treasury	09/28/2022	6,588,865.31	1.750	03/15/2025	6,650,000.00	899	6,650,000.00	4.359	4.420	134
91282CED9	10301	BD 2022	TRC	US Treasury	03/08/2024	7,760,426.92	1.750	03/15/2025	7,850,000.00	372	7,850,000.00	4.908	4.976	134
912797KJ5	10302	BD 2022	ATD	US Treasury	04/02/2024	7,752,819.79	4.825	03/20/2025	7,900,000.00	352	7,900,000.00	5.073	5.143	139
912797KS5	10303	BD 2022	ATD	US Treasury	05/02/2024	10,746,625.99	4.966	04/17/2025	11,000,000.00	350	11,000,000.00	5.224	5.297	167
912797LB1	10304	BD 2022	ATD	US Treasury	05/31/2024	16,837,747.97	4.933	05/15/2025	17,300,000.00	349	17,300,000.00	5.188	5.260	195
912797LN5	10308	BD 2022	ATD	US Treasury	07/03/2024	10,573,407.93	4.837	06/12/2025	10,900,000.00	344	10,900,000.00	5.081	5.152	223
912797LW5	10309	BD 2022	ATD	US Treasury	07/12/2024	22,542,496.53	4.663	07/10/2025	23,300,000.00	363	23,300,000.00	4.901	4.969	251
<b>Subtotal and Average</b>						<b>153,851,404.41</b>			<b>156,345,000.00</b>		<b>156,345,000.00</b>	<b>4.813</b>	<b>4.880</b>	<b>137</b>
<b>Net Maturities and Average</b>						<b>153,851,404.41</b>			<b>156,345,000.00</b>		<b>156,345,000.00</b>	<b>4.813</b>	<b>4.880</b>	<b>137</b>

<b>GLOSSARY</b>	
<b>PAR VALUE</b>	The face value of investment.
<b>MARKET VALUE</b>	The face value multiplied by the market price. It is the last reported price from the report date.
<b>BOOK VALUE</b>	The cost of a bond, plus or minus adjustments for purchase discount or premium adjustments.
<b>AMORTIZATION/ACCRETION</b>	Amortization (accretion) is the process of reducing (increasing) the original cost of the investment on a daily basis in order to equal par value at maturity. Amortization calculations vary by investment type and the basis associated with the type of investment.
<b>SECURITY TYPE DEFINITIONS</b>	Security types are broad category of investments with similar characteristics and risk features such as agency securities, corporate bonds, municipal bonds, and money markets. Codes within the system are utilized to make calculations based on the underlying security. Security type labels are customizable.
AFD	Federal Agency Discount - Amortized
ATD	Treasury Discount - Amortized
FAC	Federal Agency Coupon Securities
MC1	Municipal Bonds
TRC	Treasury Coupon Securities
RR2	Bank Accounts
RR3	Money Market Accounts
RRP	Investment Pools
<b>PURCHASE PRINCIPAL</b>	The original cost of the bond. Par value multiplied by purchase price.
<b>PREMIUM/DISCOUNT</b>	A bond with price below 100 is discount. A bond with price above 100 is premium.
<b>ADJUSTED INTEREST EARNINGS</b>	Net between interest earned and amortization/accretion adjustments within a report period.
<b>EFFECTIVE RATE OF RETURN</b>	Interest earnings adjusted for amortization of premiums and accretion for discounts plus any realized gain or loss divided by the average daily balance of the portfolio divided by 365 and then multiplied by the actual days in the report period.
<b>YIELD TO MATURITY</b>	The yield of an investment as of the purchase date assuming that the bond is held to maturity.
<b>YTM 360</b>	The yield is based on a hypothetical year that has only 360 days.
<b>YTM 365</b>	The yield is based on a 365-day year.
<b>REMAINING COST</b>	The original cost of an investment taking into consideration any partial sales or redemptions for the par value that remains.
<b>STATED RATE</b>	Coupon rate (yield the bond paid on its issue date).
<b>CURRENT RATE</b>	A bond's annual return based on its annual coupon payments and current price (as opposed to its original price or face).

## Statement Disclosures

The information provided in this report was created by HUB Investment Partners utilizing data from your custodian that is considered reliable. HUB Investment Partners is relying on the information provided by your custodian; HUB Investment Partners has not audited or otherwise verified the accuracy of the methodology, calculations, or information in this report. As a result, the methodology, calculations, and information presented in the report are not guaranteed by HUB Investment Partners.

HUB Investment Partners is independent of your custodian.

You should consider the account statements received directly from your account custodian as the prevailing document for your account. Please review the information contained on this statement against the statement provided to you from the account custodian or product sponsor. The reported value on your account statement you received from the account custodian may differ from the reported value on this quarterly statement due to a variety of factors including the treatment of accrued income and dividends, rounding and other considerations. If there is any unexplained discrepancy between this statement and the account statement you received from the account custodian, please immediately contact HUB Investment Partners and/or your account custodian. Discrepancies should be reported to HUB Investment Partners via telephone at 512-600-5268.

The account portfolio or assets in the account are valued at the starting and ending points of the period. Cash flows are included in the calculation based on when they occurred during the period.

Performance data quoted represents past performance and does not guarantee future results. The investment return and principal of an investment will fluctuate so that an investor's shares when redeemed may be worth more or less than their original cost. All investments have investment risks such as fluctuation in investment principal including the complete loss of principal invested. The values represented in the report may not reflect the original cost of a client's initial investment. HUB Investment Partners standard reporting does not reflect reinvestment of dividends and other earnings in the performance numbers, unless the account holder specifically asks for inclusion of such earnings. Performance report calculations and figures should not be relied upon for tax purposes.

If you have any changes in your financial situation, risk tolerance, investment objectives or if you wish to impose or modify any reasonable restrictions on the management of your account(s), please contact HUB Investment Partners immediately. Also, please contact us if you would like a current copy of our Disclosure Document, which includes a description of the advisory services we offer.

This material is not intended to present an opinion on legal or tax matters. Please consult with your attorney or tax advisor and compare this document to your custodial statement for accuracy, as applicable.

GALVESTON ISD  
TAX COLLECTIONS BY FUND  
AS OF 10/31/2024

FUND	FUND	OBJ	OBJ	Revised Budget 2024-2025	FYTD Activity 2024-2025	October 2024-2025 Monthly Activity	2024-25 FYTD (UNDER)/Over Budget
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	\$ 94,242,164	\$ 739,741	\$ 739,741	\$ (93,502,423)
199	GENERAL FUND	5712	TAXES-DELINQUENT	\$ 1,250,000	\$ 278,895	\$ 128,596	\$ (971,105)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 900,000	\$ 103,445	\$ 70,506	\$ (796,555)
FUND TOTAL				\$ 96,392,164	\$ 1,122,082	\$ 938,843	\$ (95,270,082)
YTD AS A % OF BUDGET				1.2%			

FUND	FUND	OBJ	OBJ	Revised Budget 2024-2025	FYTD Activity 2024-2025	October 2024-2025 Monthly Activity	2024-25 FYTD (UNDER)/Over Budget
599	DEBT SERVICE FUND	5711	TAXES-CURRENT YEAR	\$ 23,402,852	\$ 183,596	\$ 183,596	\$ (23,219,256)
599	DEBT SERVICE FUND	5712	TAXES-DELINQUENT	\$ 305,000	\$ 63,118	\$ 28,247	\$ (241,882)
599	DEBT SERVICE FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 125,000	\$ 21,833	\$ 14,736	\$ (103,167)
FUND TOTAL				\$ 23,832,852	\$ 268,548	\$ 226,580	\$ (23,564,304)
YTD AS A % OF BUDGET				1.1%			

**Galveston Independent School District**  
**Bond 2022/2023 Construction Expenditures**  
**As of October 31, 2024**

		Original Allocation			Revised Allocation				
		Voter Approved							
		May 7, 2022	Bond Sale #1 August 30, 2022	Bond Sale #2 May 3, 2023	Bond Sale #1		Bond Sale #2		
Bond Propositions	Amount Authorized				August 30, 2022	Bond Sale 1 Int %	May 3, 2023	Bond Sale 2 Int %	
A	Ball HS	\$ 229,973,721	\$ 170,472,069	\$ 59,501,652	NBH	\$ 169,344,287	67.74%	\$ 60,629,434	93.56%
A	Transportation	\$ 2,820,186	\$ 1,849,855	\$ 970,331	VEH	\$ 2,820,186	1.13%	\$ -	
A	Bond Resolutions	\$ 1,061,093	\$ 1,061,093	\$ -	BOND RES	\$ 1,061,093	0.42%	\$ -	
B	Natorium at BHS	\$ 15,980,000	\$ 11,825,089	\$ 4,154,911	NNT	\$ 15,980,000	6.39%	\$ -	
C	MS Renovation at Central MS	\$ 8,513,236	\$ 8,513,236	\$ -	CMS	\$ 8,456,938	3.38%	\$ -	
C	MS Renovation at Weis	\$ 18,746,764	\$ 18,745,885	\$ 879	WMS	\$ 18,212,242	7.28%	\$ 1,068,973	1.65%
C	MS Renovation at Austin MS	\$ 8,900,000	\$ 8,727,773	\$ 172,227	AMS	\$ 8,421,846	3.37%	\$ -	
D	Technology	\$ 4,535,000	\$ 4,535,000	\$ -	NTC	\$ 4,379,085	1.75%	\$ 155,915	0.24%
E	Courville Stadium	\$ 24,270,000	\$ 24,270,000	\$ -	NCS	\$ 21,324,323	8.53%	\$ 2,945,678	4.55%
<b>TOTAL BOND AMOUNT</b>		<b>\$ 314,800,000</b>	<b>\$ 250,000,000</b>	<b>\$ 64,800,000</b>		<b>\$ 250,000,000</b>	<b>100.00%</b>	<b>\$ 64,800,000</b>	<b>100.00%</b>

Propositions Sum of Ball HS and Natat: \$ 245,953,721  
 These project budgets have been combined as they will be bid as one.

Project Expenditures not budgeted \$ (6,338,690) Revised amt from reallocation  
 Bond Funds Interest Earned through Ju \$ 6,571,059  
 Excess Interest Earned \$ 232,369

Interest is included in Balance

Object	Project Name	Prop Code	Description of Expenditure	Original Bond 2022	Revised Bond 2022	Interest Earned on Bond	Bond Resolution FY21 & FY23	FY 2022	FY 2023	FY 2024	FY 2025	Encumbrances	Balance	Total Expenditures to Date
				Project Budget	Project Budget August 2024									
6100s	New Ball	A	Executive Operations Director	0	128,690						123,772		(16,212)	144,902
6619	High School		Land	0	0						3,431,046		(3,431,046)	3,431,046
6629			Construction	194,179,259	190,850,569	5,544,406			2,124,166	46,816,175	4,265,311	13,759,904	129,429,419	66,965,556
6628			Architect Fees	10,869,914	10,869,914			162,960	6,991,320	1,283,935			2,431,699	8,438,215
6626			Attorney Fees	0	200,000			19,244	136,032	453	355		43,916	156,084
6625			Program Management Fees	0	3,000,000			66,064	141,898	442,972		1,901,973	447,093	2,552,907
6627			Surveys, Testing and Reimb.	2,691,072	2,691,072				343,590	334,895	7,915	61,421	1,943,251	747,821
6639			Furniture, Fixtures and Equipment	12,624,114	12,624,114				53,026	882	2,821		12,567,385	56,729
6638			Technology	9,609,362	9,609,362				12,792				9,596,570	12,792
<b>TOTAL</b>				<b>229,973,721</b>	<b>229,973,721</b>	<b>5,544,406</b>	<b>0</b>	<b>248,268</b>	<b>9,790,032</b>	<b>52,446,922</b>	<b>4,297,532</b>	<b>15,723,298</b>	<b>153,012,075</b>	<b>82,506,052</b>
6629	Ball High School	B	Construction	12,867,782	9,857,782	153,994				0	541		10,011,235	541
6628	Natorium		Architect Fees	0	3,000,000				467,858	244,449			2,287,693	712,307
6626			Attorney Fees	0	5,000				930	0			4,070	930
6625			Program Management Fees	0	5,000				674	350			3,976	1,024
6627			Surveys, Testing and Reimb.	1,383,208	1,383,208				4,298	14,432		3,823	1,360,655	22,553
6639			Furniture, Fixtures and Equipment	1,152,673	1,152,673				0	0			1,152,673	0
6638			Technology	576,337	576,337				0	0			576,337	0
<b>TOTAL</b>				<b>15,980,000</b>	<b>15,980,000</b>	<b>153,994</b>	<b>0</b>	<b>0</b>	<b>473,760</b>	<b>259,772</b>	<b>0</b>	<b>3,823</b>	<b>15,396,638</b>	<b>737,355</b>
<b>TOTAL BHS &amp; NATATORIUM</b>				<b>245,953,721</b>	<b>245,953,721</b>	<b>5,698,400</b>	<b>0</b>	<b>248,268</b>	<b>10,263,792</b>	<b>52,706,695</b>	<b>4,297,532</b>	<b>15,727,121</b>	<b>168,408,713</b>	<b>83,243,408</b>
6631	Transportation	A	Buses (13 total - 10 remaining)	1,651,161	1,651,161	27,177				451,854	59,900	1,101,026	65,558	1,612,780
6631			White Fleet	862,259	1,075,712				185,765	607,595		436,946	(154,594)	1,230,306
6631			Police Vehicles	213,453	0				0	0			0	0
6638			SMART-Tag Student Management Soft	93,313	93,313				0	0			93,313	0
<b>TOTAL</b>				<b>2,820,186</b>	<b>2,820,186</b>	<b>27,177</b>	<b>0</b>	<b>0</b>	<b>637,619</b>	<b>667,495</b>	<b>0</b>	<b>1,537,972</b>	<b>4,278</b>	<b>2,843,086</b>

Galveston Independent School District  
 Bond 2022/2023 Construction Expenditures  
 As of October 31, 2024

Object	Project Name	Prop Code	Description of Expenditure	Original Bond 2022	Revised Bond 2022	Bond		FY 2022	FY 2023	FY 2024	Encumbrances	Balance	Total Expenditures	
				Project Budget	Project Budget August 2024	Interest Earned on Bond	Resolution FY21 & FY23							
<b>Bond Resolutions</b>														
	<b>A</b>		<b>Capital Expenditures in FY 2022</b>											
			Pre-bond planning - VLK Architects	178,000	178,000	0	178,000					0	178,000	
			Parker Elementary HVAC	543,593	543,593		543,593					0	543,593	
			200KW Generator for Admin Support C	144,500	144,500		144,500					0	144,500	
			Real Property - 4221 Ave. N 1/2	195,000	195,000		195,000					0	195,000	
			<b>TOTAL</b>	<b>1,061,093</b>	<b>1,061,093</b>	<b>0</b>	<b>1,061,093</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,061,093</b>	
<b>Middle Schools Renovations</b>														
6629	Austin	<b>C</b>	Construction	7,542,373	7,870,418	81,159			0	2,197,993	169,810	773,113	4,810,660	3,140,916
6628			Architect Fees	452,542	290,940				0	167,972		73,628	49,340	241,600
6626			Attorney Fees	0	5,000				0	0		0	5,000	0
6625			Program Management Fees	0	98,642				8,419	110,673		0	(20,450)	119,092
6627			Surveys, Testing and Reimb.	150,847	35,000				5,800	30,889	1,800	9,347	(12,836)	47,836
6639			Furniture, Fixtures and Equipment	377,119	300,000				0	166,477		0	133,523	166,477
6638			Technology	377,119	300,000				0	25,433	8,225	1,359	264,983	35,017
			<b>TOTAL MS Renovation at Austin</b>	<b>8,900,000</b>	<b>8,900,000</b>	<b>81,159</b>	<b>0</b>	<b>0</b>	<b>14,219</b>	<b>2,699,437</b>	<b>179,835</b>	<b>857,447</b>	<b>5,230,220</b>	<b>3,750,938</b>
6629	Central	<b>C</b>	Construction	7,214,607	7,417,474	81,497			3,435,048	4,529,259		425,125	(890,461)	8,389,432
6628			Architect Fees	0	411,095				527,962	(172,259)		461,424	(406,031)	817,126
6626			Attorney Fees	0	0				0	0		0	0	0
6625			Program Management Fees	432,877	194,724				68,565	133,808		0	(7,649)	202,373
6627			Surveys, Testing and Reimb.	144,292	10,063				63	0		0	10,000	63
6639			Furniture, Fixtures and Equipment	360,730	179,816				101,780	6,023		0	72,013	107,803
6638			Technology	360,730	300,063				0	180	2,570	917	296,396	3,667
			<b>TOTAL MS Renovation at Central</b>	<b>8,513,236</b>	<b>8,513,235</b>	<b>81,497</b>	<b>0</b>	<b>0</b>	<b>4,133,418</b>	<b>4,497,011</b>	<b>2,570</b>	<b>887,466</b>	<b>(925,732)</b>	<b>9,520,464</b>
6629	Weis	<b>C</b>	Construction	15,621,571	15,621,571	242,050			1,005,172	5,516,903	52,280	1,224,322	8,064,943	7,798,677
6628			Architect Fees	937,294	937,294				525,366	(81,652)		411,928	81,652	855,642
6626			Attorney Fees	0	0				0	0		0	0	0
6625			Program Management Fees	0	0				39,610	118,564		31,453	(189,627)	189,627
6627			Surveys, Testing and Reimb.	313,310	313,310				3,800	63,684		28,416	217,410	95,900
6639			Furniture, Fixtures and Equipment	1,093,510	1,093,510				38,548	335,362	4,239	(4,239)	719,600	373,910
6638			Technology	781,079	781,079				0	68,073	2,695	12,835	697,476	83,603
			<b>TOTAL MS Renovation at Weis</b>	<b>18,746,764</b>	<b>18,746,764</b>	<b>242,050</b>	<b>0</b>	<b>0</b>	<b>1,612,496</b>	<b>6,020,934</b>	<b>59,214</b>	<b>1,704,716</b>	<b>9,591,454</b>	<b>9,397,360</b>
			<b>TOTAL Middle School Renovations</b>	<b>36,160,000</b>	<b>36,159,999</b>	<b>404,705</b>	<b>0</b>	<b>0</b>	<b>5,760,133</b>	<b>13,217,381</b>	<b>241,619</b>	<b>3,449,629</b>	<b>13,895,942</b>	<b>22,668,762</b>
6629	TF to CMS	<b>C</b>	Construction (M31/M32)	0	0				216,062	(216,062)		0	0	0
6629	Parker		Construction	0	0				0	15,553		0	(15,553)	15,553
6629	Burnet		Construction	0	0				0	2,540	30,339	(30,339)	(2,540)	2,540
6629	MECC		Construction	0	0				0	18,980		0	(18,980)	18,980
6629	Morgan		Construction	0	0				0	38,141		0	(38,141)	38,141
6629	OPPE		Construction	0	0				0	74,337		0	(74,337)	74,337
			<b>TOTAL Misc/Elementary Renovations</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>216,062</b>	<b>(66,511)</b>	<b>30,339</b>	<b>(30,339)</b>	<b>(149,551)</b>	<b>149,551</b>
6625	Technology	<b>D</b>	Program Management Fees	0	100,000	51,906			1,843	0		44,030	106,033	45,873
6638			Hardware and Infrastructure	792,000	792,000				164,294	229,869		47,886	349,951	442,049
6638			Classroom devices and audio	3,743,000	3,643,000				282,688	41,402		0	3,318,910	324,090
			<b>Total Technology</b>	<b>4,535,000</b>	<b>4,535,000</b>	<b>51,906</b>	<b>0</b>	<b>0</b>	<b>448,825</b>	<b>271,271</b>	<b>0</b>	<b>91,916</b>	<b>3,774,894</b>	<b>812,011</b>
6629	Courville Stadium	<b>E</b>	Design and Construction	19,001,345	23,288,391	388,866		50,000	18,002,823	3,093,803	151,703	1,470,242	22,768,571	22,768,571
6628			Architect Fees	1,140,000	221,400			0	219,000	15,900		0	234,900	234,900
6626			Attorney Fees	0	20,000			4,185	2,022	11,646		0	17,853	17,853
6625			Program Management Fees	0	757,524			0	453,228	244,060		60,235	757,523	757,523
6627			Surveys, Testing and Reimb.	1,848,655	150,000			1,000	59,420	64,154		24,882	149,456	149,456
6631			Vehicles > \$5K	0	11,110			0	11,110	0		0	11,110	11,110
6639			Furniture, Fixtures and Equipment	1,330,000	226,000			0	75,867	142,704		0	218,571	218,571
6638			Technology	950,000	30,517			0	24,000	11,032		0	35,032	35,032
			<b>TOTAL</b>	<b>24,270,000</b>	<b>24,704,942</b>	<b>388,866</b>	<b>0</b>	<b>55,185</b>	<b>18,847,470</b>	<b>3,583,299</b>	<b>151,703</b>	<b>1,555,359</b>	<b>24,193,016</b>	<b>24,193,016</b>
<b>GRAND TOTALS</b>				<b>314,800,000</b>	<b>315,234,941</b>	<b>6,571,054</b>	<b>1,061,093</b>	<b>303,453</b>	<b>36,173,901</b>	<b>70,379,629</b>	<b>4,721,193</b>	<b>22,331,657</b>	<b>210,127,292</b>	<b>134,970,927</b>

Total Expenditures & Encumbrances  
@ 9/30/24 134,970,927

BOND 2022 & 2023 INTEREST

**Galveston Independent School District  
Bond 2022 & 2023 Interest Earnings  
As of October 31, 2024**

	Moody Bank 2022		Texas Class 2022		Moody Bank 2023		Texas Class 2023	
Total Interest Earned	Bond Constr	Bond Constr	Bond Constr	Bond Constr	Bond Constr	Bond Constr	Bond Constr	
Aug-22	\$ 32,755	\$ 32,755	\$ -	\$ -	\$ -	\$ -	\$ -	
Sep-22	\$ 402,692	\$ 8	\$ 402,684	\$ -	\$ -	\$ -	\$ -	
Oct-22	\$ 134,569	\$ 44	\$ 134,524	\$ -	\$ -	\$ -	\$ -	
Nov-22	\$ 149,647	\$ 67	\$ 149,580	\$ -	\$ -	\$ -	\$ -	
Dec-22	\$ 172,618	\$ 53	\$ 172,565	\$ -	\$ -	\$ -	\$ -	
Jan-23	\$ 180,790	\$ 48	\$ 180,743	\$ -	\$ -	\$ -	\$ -	
Feb-23	\$ 164,978	\$ 43	\$ 164,936	\$ -	\$ -	\$ -	\$ -	
Mar-23	\$ 177,198	\$ 92	\$ 177,106	\$ -	\$ -	\$ -	\$ -	
Apr-23	\$ 168,717	\$ 90	\$ 168,627	\$ -	\$ -	\$ -	\$ -	
May-23	\$ 431,487	\$ 76	\$ 168,125	\$ 38	\$ 263,247	\$ -	\$ -	
Jun-23	\$ 422,195	\$ 102	\$ 158,591	\$ 125	\$ 263,376	\$ -	\$ -	
Jul-23	\$ 413,532	\$ 168	\$ 142,117	\$ 130	\$ 271,117	\$ -	\$ -	
Aug-23	\$ 377,989	\$ 210	\$ 103,865	\$ 149	\$ 273,765	\$ -	\$ -	
Sep-23	\$ 360,650	\$ 160	\$ 92,637	\$ 126	\$ 267,727	\$ -	\$ -	
Oct-23	\$ 343,499	\$ 112	\$ 78,582	\$ 206	\$ 264,599	\$ -	\$ -	
Nov-23	\$ 307,557	\$ 55	\$ 75,347	\$ 234	\$ 231,920	\$ -	\$ -	
Dec-23	\$ 316,657	\$ 45	\$ 76,156	\$ 164	\$ 240,292	\$ -	\$ -	
Jan-24	\$ 313,233	\$ 41	\$ 73,860	\$ 82	\$ 239,250	\$ -	\$ -	
Feb-24	\$ 280,069	\$ 47	\$ 64,108	\$ 84	\$ 215,830	\$ -	\$ -	
Mar-24	\$ 281,237	\$ 61	\$ 59,879	\$ 73	\$ 221,225	\$ -	\$ -	
Apr-24	\$ 229,978	\$ 80	\$ 50,876	\$ 151	\$ 178,871	\$ -	\$ -	
May-24	\$ 182,286	\$ 93	\$ 47,478	\$ 106	\$ 134,609	\$ -	\$ -	
Jun-24	\$ 165,695	\$ 60	\$ 42,810	\$ 124	\$ 122,702	\$ -	\$ -	
Jul-24	\$ 151,217	\$ 62	\$ 37,928	\$ 45	\$ 113,183	\$ -	\$ -	
Aug-24	\$ 137,113	\$ 50	\$ 31,218	\$ 51	\$ 105,794	\$ -	\$ -	
Sep-24	\$ 118,128	\$ 111	\$ 42,358	\$ 120	\$ 75,539	\$ -	\$ -	
Oct-24	\$ 154,570	\$ 94	\$ 102,100	\$ 142	\$ 52,234	\$ -	\$ -	
<b>Total Interest Earned</b>	<b>\$ 6,571,054</b>	<b>\$ 34,824</b>	<b>\$ 2,998,799</b>	<b>\$ 2,150</b>	<b>\$ 3,535,281</b>			
<b>Total Interest by Bond</b>			<b>3,033,623</b>		<b>3,537,431</b>			

NOTE: September 2022 Texas Class interest was high due to the interest being calculated on the full bond proceeds prior to the funds being sent to Fidelity

VENDOR	AMOUNT
GLAZIER FOODS COMPANY	405,876.62
RELIANT ENERGY DEPT 0954	227,105.65
SKYWARD, INC	178,491.00
MISSION RESTAURANT SUPPLY	69,518.00
REGION 4 ESC BUSINESS OFFICE	63,156.00
MANSFILED OIL COMPANY OF GAINESVILLE	58,664.98
FRONTLINE TECHNOLOGIES GROUP LLC	56,018.55
CDW GOVERNMENT LLC	52,052.20
THE EDU-SOURCE CORP.	51,929.71
<b>Total Vendors that exceed \$50K</b>	<b>1,162,812.71</b>

11.20.2024 LOCAL VENDOR ACTIVITY FOR FY 2024-2025 - ATTACHMENT I.xlsx

Full Name	Payments 2024/2025	Zip
A. SMECCA INC	2,250.54	77550
ALERT ALARMS	5,210.00	77550
ANA MILENA ESCOBAR RODRIGUEZ	220.43	77550
BENNETT FLORAL	222.45	77550
BREEZEWAY CUSTOM	6,319.50	77551
BROOME WELDING & MACHINE CO INC	94,629.40	77554
CATHY LEDOUX	131.29	77550
CHALMERS HARDWARE & EMBROIDERY	4,402.79	77550
CITY OF GALVESTON	46,800.03	77553
CLASSIC AUTO GROUP	175.31	77554
CLASSIC FORD GALVESTON	124.95	77554
COLTZER COMPANY, LLC	62,703.06	77550
COMMUNITIES IN SCHOOLS GALVESTON CO	75,000.00	77553
DAVID MORGAN	70.00	77551
EL NOPALITO RESTAURANT	83.83	77550
FASTSIGNS OF GALVESTON	13,228.75	77551
GALVESTON CHAMBER OF COMMERCE	175.00	77550-1501
GALVESTON COLLEGE	219,618.97	77550
GALVESTON ECONOMIC DEVELOPMENT PART	2,500.00	77553
GALVESTON FISHING PIER	420.00	77550
GALVESTON KIWANIS CLUB	170.00	77552
GALVESTON LIMOUSINE SERVICE	1,388.00	77552
GALVESTON RENTALS, INC	1,128.99	77554
GALVESTON VETERINARY CLINIC	376.65	77551
GALVESTONS OWN FARMERS MARKET	38,000.00	77553
GISD CHILD NUTRITION	1,033.29	77550
GISD EDUCATIONAL FOUNDATION	5,810.00	77551
GULFSIDE O/H DOOR	1,000.00	77551
HICKS CO, W U-HAUL	244.00	77554
IDEAL LUMBER CO	59.39	77552-0187
INDUSTRIAL MATERIAL CORP	460.30	77554
ISLAND GLAM PHOTOBOOTH	300.00	77551
IVAN GUILLEN	410.00	77550
JACOB DAEHNKE	70.00	77550
JAMES GRANT	90.00	77550
JUANA RAMIREZ	44.62	77550
JULIE SCHMID	3,175.00	77554
JW KELSO CO INC	25,000.00	77554
KENNETH HARPER	400.00	77551
KISSES HEART 2 HEART	325.00	77550
KLEEN SUPPLY CO	30,715.71	77553
LAISA BELTRAN	49.26	77551
LARRY MURPHY	42.96	77550
MARTY'S TOWING LLC	150.00	77550
MELISSA RUTH DESKINS	6,800.00	77551
MINUTEMAN PRINTING & GRAPHIC	318.10	77550

Full Name	Payments 2024/2025	Zip
MITCHELL CHUOKE PLUMBING, INC.	62,204.50	77551
MOODY EARLY CHILDHOOD CENTER	566,417.88	77550
MOODY GARDENS GOLF COURSE	5,600.00	77554
NATIONAL SECURITY & FIRE LLC	7,998.14	77550
REPUBLIC PARTS CO	6,434.80	77550
SMART FAMILY LITERACY INC	12,000.00	77551
STEVES WAREHOUSE TIRES	495.95	77551
STEWART'S PACKAGING INC	653.19	77550
THE SPOT	564.90	77553
TOP GEAR	4,769.32	77551
TREASURE ISLAND TROPHIES	858.00	77551
UPWARD HOPE ACADEMY	12,499.98	77550
VILLAGE HARDWARE	2,280.74	77551
WEST ISLE URGENT CARE	3,658.00	77551
<b>Total Local Vendors</b>	<b>1,338,282.97</b>	

**Summary of Legal Charges FY24/25**

**Legal Billings October 2024 Charges**

**Thompson & Horton LLP**

BHS (General)	622 E 81 6626 AA 001 0 99 NBH	621.25
NCS (General)	622 E 81 6626 EE 001 0 99 NCS	-
NNT (General)	622 E 81 6626 AA 001 0 99 NNT	-
		621.25
General	199 E 41 6211 91 701 0 99 000	577.50
General - Contracts/Procurement	199 E 41 6211 91 701 0 99 000	177.50
Galveston ISD SPED	199 E 41 6211 91 701 0 99 000	-
General - 2022 Bonds	199 E 41 6211 91 701 0 99 000	1,065.00
General - M Hayman, R Terrel, employee/school issues	199 E 41 6211 91 701 0 99 000	18,315.00
General - Board issues	199 E 41 6211 91 701 0 99 000	-
Real Estate Transaction with Artist Boat	199 E 41 6211 91 701 0 99 000	783.75
	199 E 41 6211 91 701 0 99 000	20,918.75

		Budget	Actual	Balance	% of Budget Expensed
<b>Thompson &amp; Horton LLP</b>					
Summary for PO by account number	622 E 81 6626 AA 001 0 99 NBH	-	621.25	-	
	622 E 81 6626 AA 001 0 99 NNT	-	-	-	
	622 E 81 6626 EE 001 0 99 NCS	-	-	-	
	199 E 41 6211 91 701 0 99 000	125,000.00	20,918.75	103,460.00	
		125,000.00	21,540.00	103,460.00	17%

# Action Sheet

**MEETING DATE:** November 20, 2024

**AGENDA ITEM:** Discuss and consider reorganization of Officers of the GISD Board of Trustees.

According to Policy BDAA (LEGAL): Officers and Officials- Duties and requirements of Board Officers at the first meeting after each election and qualification of Trustees, the members of the Board shall organize by selecting:

1. A President, who shall be a member of the Board;
2. A Secretary, who may or may not be a Board member of the Board,
3. Such other officers and committees as the Board may deem necessary.

**RECOMMENDATION:** NONE



Matthew Neighbors Ed. D.  
Superintendent

# Action Sheet

**MEETING DATE:** November 20, 2024

**AGENDA ITEM:** Discuss and consider casting votes for the Galveston Central Appraisal District Board of Directors.

Voting entities of the Galveston Central Appraisal District (GCAD) are entitled to cast votes for GCAD Board position to be filled. The votes must be cast in open session and submitted by the presiding officer to the Chief Appraiser along with a written resolution. The resolution must be returned on or before December 15, 2024

**RECOMMENDATION:** I move that the Board of Trustees cast 275 votes for candidate \_\_\_\_\_.

  
\_\_\_\_\_  
Matthew Neighbors Ed. D.  
Superintendent



Chief Appraiser, Krystal L. McKinney RPA, CCA

October 17, 2024

To All Presiding Officers  
CC: City Secretaries, ISD & College Board Presidents:

To whom it may concern,

Enclosed is the ballot for the selection of (5) five appointed Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution **before *December 15<sup>th</sup>, 2024.***

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Krystal L. McKinney".

Krystal L. McKinney  
Chief Appraiser

*KLM:ldff*

\*Ballot & Resolutions enclosed in Presiding Officers or Superintendent letters



9850 Emmett F. Lowry Expressway, Suite A  
Texas City, Texas 77591

Phone: (409) 935 - 1980  
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

2025

*Board of Directors Election*

**BALLOT**

Number of Votes Taxing Unit is Eligible to Cast:  (# of Votes)	Voting Unit:  (Entity)
---	------------------------------

CANDIDATES	VOTES
Brast, Scott	
Collins, Robin	
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Johnson, Cheryl E.	
Tressler, Chad	
Walker, Patricia	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *before December 15<sup>th</sup>, 2024*

A RESOLUTION OF

«Voting Entity»

VOTING IN THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS  
OF THE  
GALVESTON CENTRAL APPRAISAL DISTRICT  
2025

**RESOLUTION No. \_\_\_\_\_**

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of nine total members including five appointed members who serve staggered terms, beginning January 1, 2025, in addition there are three elected members, and the Tax-Assessor Collector is an ex-officio member.

WHEREAS, The «Voting Entity» is a voting unit entitled to vote for up to five candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the «Voting Entity» to the Galveston Central Appraisal District.

PASSED AND APPROVED by «VotingEntity»,  
This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Signature and Title

## 2025 BOD Election Voting Allocation Sheet

ENTITIES	2023 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	\$110,913,591	12.895%	128.95187	644.75935	645
Dickinson ISD	\$73,910,645	8.593%	85.931	429.655	430
Friendswood ISD	\$47,084,457.58	5.474%	54.741973	273.70987	275
High Island ISD	\$3,828,532	0.445%	4.45118	22.2559	22
Hitchcock ISD	\$13,964,370	1.624%	16.235446	81.17723	81
Clear Creek ISD	\$99,798,137.42	11.603%	116.02867	580.14335	580
Santa Fe ISD	\$21,225,358.00	2.468%	24.677315	123.38657	123
Texas City ISD	\$74,299,295.40	8.638%	86.382858	431.91429	432
City of Galveston	\$47,097,779	5.476%	54.757461	273.78731	275
City of Texas City	\$38,112,721	4.431%	44.311131	221.55565	221
City of La Marque	\$7,574,375	0.881%	8.806223	44.031115	45
City of Hitchcock	\$3,730,921	0.434%	4.3376942	21.688471	21
City of Jamaica Beach	\$965,438	0.112%	1.1224507	5.6122534	5
City of Dickinson	\$6,375,286	0.741%	7.4121218	37.060609	35
City of Friendswood	\$21,226,345	2.468%	24.678462	123.39231	123
City of Kemah	\$1,049,428	0.122%	1.2201003	6.1005014	6
City of League City	\$49,805,407	5.791%	57.90544	289.5272	290
City of Santa Fe	\$3,206,927	0.373%	3.7284811	18.642406	19
Village of Tiki Island	\$2,727,469	0.317%	3.1710471	15.855236	16
City of Bayou Vista	\$1,332,317	0.155%	1.5489965	7.7449827	8
Galveston County Road and Flood	\$3,823,203	0.444%	4.4449843	22.224922	22
GALVESTON COUNTY	\$161,754,342	18.806%	188.06104	940.30518	940
Galveston College	\$18,210,830	2.117%	21.172523	105.86262	106
College of the Mainland	\$48,099,019	5.592%	55.921536	279.60768	280
Total Levy Amount Voting Entities:	\$860,116,193.40	100.00%	1000	X5	5000
Formula: 2023 Voting Districts Levy/ Grand Total All Voting Levy		%	X1000	X5	equals # of Votes

Total votes to be elected: 834

# Action Sheet

**MEETING DATE:** November 20, 2024

**AGENDA ITEM:** Discuss and Consider campus leadership incentive options for campus improvement and performance.

Goal 5 of the Galveston Board of Trustees for the 2024-25 school year states Galveston ISD will increase the number of A or B campuses based on state accountability scores from four to nine by 2027.

All teachers in Galveston ISD are eligible for the Teacher Incentive Allotment. No similar system exists for campus leadership teams, and this proposal would establish a local process for rewarding strong performance as related to the Board's goal of placing more students on high quality campuses.

Incentive will require recipients to have a final appraisal rating of proficient or higher for the year of the award, and they must be administrators in the District at the time the incentives are paid. Awards will be made in September after confirmation of the State Accountability Rating.

Additional Details will be communicated to eligible campus leaders and made available on the Galveston ISD website once approved.

**RECOMMENDATION:** I move the Board of Trustees approve the "Raise the Grade" Leadership Incentive Proposal as presented to begin payouts in fiscal year 2026.



Matthew Neighbors Ed. D.  
Superintendent



Jeff Martello  
Chief Financial Officer

## Raise the Grade: Leadership Incentive Proposal

Goal 5: Galveston ISD will increase the number of A or B campuses using the STAAR 2024 data from four to nine by 2027. (District Improvement Plan 2024-2025)

Districts and campuses receive an overall rating, as well as a rating for each domain. The rating labels for districts and campuses are as follows: A, B, C, D, or F. Ratings are assigned for overall performance and for performance in each domain to districts and campuses (including those evaluated under alternative education accountability [AEA]) that meet the performance target for the letter grade. (TEA, 2024)

The Board of Trustees is considering incentivizing campus principals for 2025 STAAR/EOC performance to improve each and every school’s accountability rating. The incentive will be for the campus overall rating and will be paid the Fall of 2025 after the State has validated ratings.

The principals of the following campuses will be eligible for incentives: AIM, Austin, Ball, Burnet, Central, Crenshaw, Oppe, Parker, and Weis. DAEP will be calculated with Ball. Incentives will be awarded to campuses with a rating of “B” or higher. Additional consideration will be given to campuses rising from an “F” to a “C”. To earn an incentive, campuses cannot regress. Example: A campus with a rating of “A” cannot regress to a rating of “B” and be eligible for an incentive. By 2027, all Galveston ISD campuses will have a rating of “B” or “A.”

Position	Performance Incentive		
	Two Grade Level Rise (F to C)	Rating “B”	Rating “A”
Achievement Incentive	\$5000	\$8000	\$10000

If the budget permits, the principals may be awarded an additional incentive amount depending on the size of the campus to distribute to members of the Leadership Team or Instructional Team for their work in raising the school’s performance.

School Size	Students Served	Campus Award Range Rating “B”	Campus Award Range Rating “A”	Possible Awardees
Small	n < 501 students	\$1000	\$2500	Curriculum Team Leads
Medium	n > 500, n < 1000 students	\$2500	\$4000	APs, Curriculum Team
Large	1000+	\$4000	\$5000	DAEP Principal, APs, Department Heads

## Incentive Eligibility Guidelines

Principals must meet all certification requirements and be the "principal of record" for an assigned campus.

Principals must have a final appraisal rating of proficient or higher for the year of the incentive.

## Incentive Payout

If any testing improprieties are reported and confirmed or otherwise substantiated at the campus that shed a negative light on the school and the district, the principal and leadership team will be ineligible to receive an incentive.

Incentives will be paid in September after confirmation of the State Accountability Rating.

Principals and staff must be in good standing at the time of payment. An employee under investigation or reassigned pending investigation is not eligible for an incentive until he or she is cleared of any allegation. If confirmation of inappropriate employee behavior is the outcome of the investigation, the employee loses the opportunity to receive an incentive payment. Additionally, employees who retire in lieu of termination are not eligible to receive an incentive.

If staff meet all eligibility requirements for an incentive, they must be administrators in the District at the time the incentive awards are paid unless they retired through TRS prior to the payout of the awards. It is the responsibility of the retired employee to provide the district with current contact information and a 457 form so the award payment can be processed.

# Action Sheet

**MEETING DATE:**

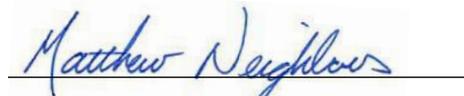
**November 20, 2024**

**AGENDA ITEM:**

Consider approval of the minutes from the October 16, 2024, Regular School Board Meeting.

**RECOMMENDATION:**

**I move that the Board of Trustees approve the minutes from the October 16, 2024 Regular School Board Meeting.**



Matthew Neighbors Ed. D.  
Superintendent



## 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 October 16, 2024, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

BOT in attendance: Smecca, Beeton, Brown, Jobe, and O'Neal. Lakin and Masel were absent.

Audio visual recording of this meeting can be found online at: <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. –6:02 *led by Kaleb Hadley and Vincent Barber, Ball High students that have been part of the play by play team at the football games.*
- 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. –6:06  
*Tom Singleton - Spoke about LA Morgan property.*  
*Joe Jaworski - Spoke about Rosenberg property.*  
*Paul Wasserloos - Spoke about Special Ed.*  
*Honey Knowles - Spoke about LA Morgan*
- 4) Declaration of Conflicts of Interest. –6:16
- 5) District Reports –6:16
  - A) Superintendent's Report –6:16 *Principal appreciation month presentation.*
    - 1) Bilingual District Report –6:20 *given by director, Jeff Paysee.*
    - 2) Formal recommendation to approve partner application –6:53
  - B) Board Committee Reports –6:55
    - 1) Curriculum Committee report given by committee member, Shae Jobe –7:06 *comments by Johnny Smecca.*
    - 2) Facilities/Finance Committee report given by chair, Mr. Johnny Smecca –6:55
- 6) Financial Reports and Budget Update –7:02 *Given by Johnny Smecca*
- 7) REGULAR AGENDA- Action Items –7:10
  - A) Consider declaration of approximately 4.4529 acres at 1421 37th Street (L.A. Morgan Elementary Property and Building) as surplus property and related actions to solicit offers –7:10 *Discussion. Beeton made the motion that the board approve the declaration of surplus property. The approximately 4.4529 acres at 1421 37th st. also known as the LA Morgan property and building. Second by Smecca. Discussion. Beeton amended to board auth admin to take the step necessary to dispose of the property effective 1/22/2024. Discussion. Approved 5-0*
  - B) Discuss and Consider Approval of RFQ CSRFQ 2023-24-007 RFQ for Studio Red Architects to provide Architectural Services for the Libby Shearn Moody Performing Arts Center, related fine arts areas, and the remaining refurbishing of

existing portions of Ball High School related to the Bond 2022 Construction Project—  
7:17 Motion by Smecca. Second by Beeton. Discussion. Approved 5-0

- 8) 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. –7:21

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) Consultation with Attorney (Tex. Govt. Code Section 551.071) - Consultation with attorney regarding pending or contemplated litigation, settlement offers, or matters in which the duty of the attorney to the school district under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the state's open meetings laws.

B) Personnel Matters (Tex. Govt. Code Section 551.074) – Discuss the appointment, employment, evaluation, reassignment, duties, discipline, dismissal or resignation of an employee or employees, including the Superintendent.

C) Real Property (Tex. Govt Code Section 551.072) – Discuss the purchase, exchange, lease or value of real estate in which the discussion in an open meeting would have a detrimental effect on the ability of the school district to negotiate with a third party.

D) Prospective Gifts or Donations (Tex. Govt Code Section 551.073) – Discuss prospective gifts or donations to the Galveston Independent School District and/or individual campuses, programs or facilities.

E) Network Security, Security Devices and Security Audits (Tex. Govt Code Sections 551.076 and 551.089) – Discuss Network security information; a security audit; the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices; or security assessment or deployments related to information resources technology.

- 9) Reestablish the open meeting of the Galveston ISD Board of Trustees. –9:02

*Summary of executive session by Shae Jobe.*

- 10) CONSENT AGENDA - Action Items –9:02 Motion by Jobe. Second by Beeton. Approved 5-0

A) Consider approval of the minutes from the September 18, 2024 Regular School Board Meeting.

B) Consider approval of personnel resignations and recommendations with contracts.

C) Discuss and consider approval of payment of attorney fees.

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

E) Discuss and consider accepting donations in accordance with Board Policy CDC Local.

F) Discuss and consider the approval to use the Tor Store Project Moody Grant funds to purchase printing equipment, supplies, and services from Lab Resources for \$85,898.

- 11) Suggested Future Agenda Items –9:03 none

12)COMMENTS FROM THE BOARD OF TRUSTEES –9:03

Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:

1. Expressions of thanks, gratitude, and condolences
2. Information regarding holiday schedules
3. Honorary or salutary recognition of a public official, public employee, or other citizen
4. Reminders regarding GISD events
5. Reminders regarding community events
6. Health and safety announcements

*O’Neal thanked the district for sending them to the TASB conference.*

*Jobe thanked the superintendent for doing a great job and also spoke about the TASB conference.*

*Smecca also was thankful for being able to go to TASB. He spoke about football and encouraged others to attend. He spoke about the GEDP summit and the district’s students there.*

*Brown thanked the young men who came today. Thanks to Royal Caribbean and SSA Marine for hosting Mark Kelso’s class today. Early voting starts October 21,2024*

13)Adjournment –9:12

Minutes taken by: Amedia Bly

Approved on November 20, 2024

---

Mr. Tony Brown, President

---

, Secretary

# Action Sheet

**MEETING DATE:**

**November 20, 2024**

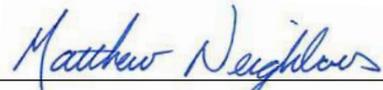
**AGENDA ITEM:**

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.**



---

Matthew Neighbors Ed. D.  
Superintendent

# Action Sheet

**MEETING DATE:** November 20, 2024

**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:

Invoice 68263	\$1,065.00
Invoice 68264	\$177.50
Invoice 68370	\$266.25
Invoice 68099	\$1485.00
Invoice 68101	\$13,330.00
Total Billed	\$16,323.75

  
Matthew Neighbors Ed. D.  
Superintendent

# Action Sheet

**MEETING DATE:**

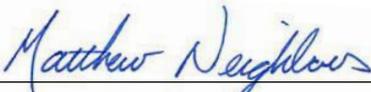
**November 20, 2024**

**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.



Matthew Neighbors Ed. D.  
Superintendent



Jeff Martello  
Chief Financial Officer

# Action Sheet

**MEETING DATE:**

**November 20, 2024**

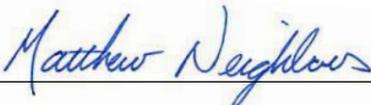
**AGENDA ITEM:**

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

Under separate cover.

**RECOMMENDATION:**

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



Matthew Neighbors Ed. D.  
Superintendent



Jeff Martello  
Chief Financial Officer



**Galveston Independent School District  
Donations/Gifts for October 2024**

In accordance with Board Policy CDC (Local), the Board of Trustees of Galveston Independent School District acknowledges and appreciates the following donations:

<b>Date</b>	<b>Recipient</b>	<b>Giver</b>	<b>Gift</b>
8/22/24	BHS Hispanic Dance	League of Latin American Citizens	\$ 100.00
8/29/24	Ark Club	Lavenia Lagrone	\$ 500.00
8/30/24	Crenshaw Back to School	Cobb Real Estate	\$ 250.00
9/9/24	Crenshaw	Bolivar Peninsula Golf Cart	\$16,000.00
9/12/24	Ball HS Football	Harris & Eliza Kempner Fund	\$ 106.84
9/12/24	Ball HS Volleyball	Island Marine Pile Drivers	\$ 750.00
		Alta Vista Development	\$ 500.00
		Jacalyn Hart	\$ 500.00
		C. Walker Group	\$ 250.00
		Candy Kings	\$ 250.00
		Clifford/Dyane Acosta	\$ 450.00
		Swell Galveston	\$ 250.00
		Ice Hart LP	\$ 250.00
		Joseph Longoria	\$ 50.00
		Michael/Holly Newmann	<u>\$ 250.00</u>
			\$ 3,500.00
9/30/24	Transportation Dept	Marty's Towing	\$ 2,250.00
9/30/24	Transportation Dept	Longhorn Bus Sales	\$ 2,250.00
9/30/24	Ball HS Tennis	Jocelyn/William Sullivan	\$ 500.00
9/30/24	Crenshaw Student Fund	Cash – Unknown	\$ 130.00

**Galveston Independent School District  
Donations/Gifts for October 2024**

Page 2

<b>9/30/24</b>	<b>Crenshaw Student Fund</b>	<b>Gilchrist Community</b>	<b>\$ 1,000.00</b>
<b>9/30/24</b>	<b>Crenshaw Student Fund</b>	<b>Bay Vue Second Going</b>	<b>\$ 3,000.00</b>
<b>10/16/24</b>	<b>JROTC – Color Guard</b>	<b>Southeast TX Regional Advisory</b>	<b>\$ 200.00</b>
		<b>Financial Women in TX</b>	<b>\$ 250.00</b>
<b>10/31/24</b>	<b>F.A.C.E. (VH)</b>	<b>Galveston Kiwanis Club</b>	<b>\$ 300.00</b>
<b>10/31/24</b>	<b>Special Programs</b>	<b>Mary Patrick – hotel for MV family</b>	<b>\$ 200.00</b>
		<b>Cheryl Chatman – hotel for MV family</b>	<b>\$ 185.00</b>
		<b>Total Monthly Cash Donations</b>	<b>\$30,721.84</b>

**Non-Monetary Donations**

<b>10/31/24</b>	<b>Special Programs</b>	<b>Operation School Bell</b>	<b>388 uniforms/clothing</b>
<b>10/31/24</b>	<b>Special Programs</b>	<b>Felshia Burkley</b>	<b>Uniform shirts</b>
<b>10/31/24</b>	<b>Special Programs</b>	<b>Peggy Cornelius</b>	<b>Gently used toys</b>

# Action Sheet

**MEETING DATE:** November 20, 2024

**AGENDA ITEM:** Discuss and consider Resolution to join the Equalis Purchasing Cooperative.

GISD seeks to enter into an Intergovernmental Cooperative Purchasing Agreement with the Equalis Group Purchasing Cooperative, in order to procure cooperative purchasing services and goods from contracted vendors. Attached is the agreement and a list of some of the vendors on the cooperative.

**RECOMMENDATION:** I move that the board approve the Resolution to join the Equalis Purchasing Cooperative, as presented.



Matthew Neighbors Ed. D.  
Superintendent



Jeff Martello  
Chief Financial Officer



## Who is Equalis Group?

Equalis Group is a Member-Driven, Supplier-Centric organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

We leverage Equalis Group members' combined buying power to command better pricing and favorable contract

terms from suppliers. We develop and administer a diverse portfolio of cooperative purchasing programs that cover a wide range of products and services and provide our members with a legal and compliant exemption to the bid/request for proposals (RFP) process.

Each program in our rapidly growing portfolio provides 64 our members with contracting compliance and the ability to configure the solution that best meets their individual needs while achieving the lowest Total Cost of Ownership.

## Time Saved through Equalis Group = More Resources for You to Invest

How many hours and over how many weeks or months does your team invest in a typical solicitation process? How many solicitations does your organization publish each year? How much time and effort can your organization save by leveraging Equalis Group's already-procured portfolio of programs? In what ways can you re-invest that saved time and energy to fulfill your organization's purpose?

### Your Solicitation Process Today



### Your Implementation Process with Equalis Group



**Kyle Gullett**  
Regional Director, South Central  
Cell: 469-773-8273  
Email: [KGullett@EqualisGroup.org](mailto:KGullett@EqualisGroup.org)

## Become a Member of Equalis Group

If you are not already a member, you can join Equalis Group in just minutes and immediately access our portfolio of cooperative purchasing programs. Simply visit [www.equalisgroup.org/member-registration](http://www.equalisgroup.org/member-registration) to get started. There are no dues, fees, or obligations.

**Save Time. Save Money. Stay Legal. That's our commitment to our members.**

### Remain in Compliance with Equalis Group

The Public Sector procurement process is riddled with nuances and regulatory considerations established to safeguard how taxpayer dollars are spent. It is often overwhelming and confusing as purchasers navigate strict guidelines and a combination of local, state, and federal statutory requirements, but it doesn't have to be.

There are three compliant avenues for Public Sector entities to spend taxpayer dollars: 1) conducting stand-alone bids/RFPs/RFQs; 2) purchasing through State Term contracts; and, 3) buying through the types of competitively solicited cooperative agreements Equalis Group offers.

We leverage our extensive Public Sector procurement acumen and decades of experience to ensure our members remain compliant when utilizing our publicly procured cooperative agreements to save time and money.

Equalis Group partners with Lead Agencies, Region 10 Educational Service Center (**Region 10 ESC**) in Texas and The Cooperative Council of Governments (**CCOG**) in Ohio, to conduct rigorous and transparent competitive public sector procurement processes for critical products and services. Winning suppliers, distributors, and manufacturers are selected based on both qualitative criteria and pricing. We then establish compliant already-procured Master Agreements with these winning vendors that are available to public agencies nationwide.

### Equalis Group's Compliant Solicitation Process



In short, Equalis Group collaborates with our Lead Agencies to deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i*) quickly acquire the products and services they need; *ii*) receive better pricing through the collective buying power of Equalis Group Members; and, *iii*) save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process.

#### Why Become A Member Of Equalis Group?

Your organization receives immediate access to our [expanding portfolio](#) of compliant, already-procured contract vehicles. These contracts are designed to achieve the lowest Total Cost of Ownership for our members, delivering the best possible overall value. Our contracts feature enhanced contract terms and conditions and aggressive pricing not typically available to individual entities purchasing independently. There is strength in numbers when it comes to buying products and services.

#### How Does Equalis Group Work?

Equalis Group collaborates with our Lead Agencies to deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i*) quickly acquire the products and services they need directly from our awarded suppliers; *ii*) receive better pricing through the collective buying power of Equalis Group Members; and, *iii*) save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process. 65

#### What Types Of Entities Are Eligible To Join?

Equalis Group membership is available to federal, state, and local government agencies; public and private educational institutions, including K-12 schools, colleges, and universities; non-profit organizations; and private sector companies. Typically, any individual within an organization who is authorized to sign documents on behalf of the organization can complete the membership form without any formal board action, although approval requirements do vary from state to state.

#### What's The Catch?

There is no catch. There is no cost to join Equalis Group, and there are no membership dues or obligations of any kind. Joining Equalis Group is like getting a library card – membership simply ensures your organization has access to our contract portfolio. You decide which contracts to utilize and when.

#### How Do I Join?

Joining Equalis Group online takes less than five minutes. Simply visit our [Join Page](#) and follow the instructions provided.

If you would rather send us a hard copy of the Membership Agreement, download the Agreement from our [Join Page](#) and email the signed PDF to [Membership@EqualisGroup.org](mailto:Membership@EqualisGroup.org).

#### What Happens After Joining?

Immediately after completing the [membership registration form](#) you will receive an email confirmation letting you know that your membership is being processed. Within one to two business days, Equalis Group will email your welcome email, which includes your membership number. To begin purchasing, simply provide your membership number to an Equalis Group awarded supplier and you will receive the improved pricing and other benefits of our competitively solicited contracts.

#### Who Do I Contact For Questions Or To Begin Utilizing Equalis Group Contracts?

If you have any questions about the membership process, would like to learn more about any of our already-procured contracts, or want to start purchasing through one or more of our publicly procured agreements, visit [www.EqualisGroup.org/Map](http://www.EqualisGroup.org/Map) to connect with your dedicated Member Engagement Resource today or send an email to [Engage@EqualisGroup.org](mailto:Engage@EqualisGroup.org).



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as [www.equalisgroup.org](http://www.equalisgroup.org)) or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

**WHEREAS**, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: [www.equalisgroup.org/member-registration](http://www.equalisgroup.org/member-registration). You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to [membership@equalisgroup.org](mailto:membership@equalisgroup.org).

Agency Information		
Agency Name:		
Agency Type:		
Agency Department:		
Street Address:		
City / St / Zip:		
Phone #:		
Federal Tax ID:		
Website URL:		

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

**IN WITNESS WHEREOF**, I hereby acknowledge, on behalf of \_\_\_\_\_, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: \_\_\_\_\_

# Action Sheet

**MEETING DATE:** November 20, 2024

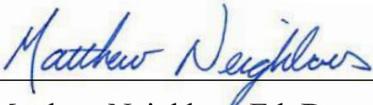
**AGENDA ITEM:** Approve performance contract with Trinity Upbring for Pre-K partnership effective January 2025 through July 2028.

According to ELA (Legal) and ELA (Local), the board may contract with a partner to operate a campus. The partner may be an open-enrollment charter school or, on approval by the commissioner of education, an entity granted a charter by the district under Chapter 12, Subchapter C that is eligible to be awarded a charter under Education Code 12.101(a). The campus must be granted a charter under Chapter 12, Subchapter C. *Education Code 11.174(a), (d).*

After reviewing Trinity Upbring's application and conducting capacity interviews, the attached performance contract is brought to both authorizing boards for their approval. Through this process and prior experience with Trinity Upbring, Galveston ISD administration believes the partner will be able to deliver positive outcomes for the students they will serve.

Galveston ISD assures independence in this contract to the partner organization and retains the right to terminate the agreement if program performance goals are not realized.

**RECOMMENDATION:** I move the Board of Trustees approve the performance contract with Trinity Upbring effective January 1, 2025.



Matthew Neighbors Ed. D.  
Superintendent



Jeff Martello  
Chief Financial Officer

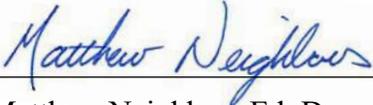
# Action Sheet

**MEETING DATE:** November 20, 2024

**AGENDA ITEM:** Discuss and consider approval of the SSA agreement for Visually Impaired Students and for Orientation and Mobility (“O&M”) Services

GISD seeks to renew the Shared Service Arrangement for Services for the Visually Impaired following the adoption of the noted changes. Highlighted are the changes to the SSA for the 2024-2025 cycle period in the attached agreement. The agreement shall automatically renew on an annual basis until terminated. This Agreement is entered into by Galveston Independent School District (“GISD”), Santa Fe Independent School District (SFISD, and Texas City Independent School District (“TCISD”), for the purpose of creating a special education Shared Services Arrangement (“SSA”) to provide certain services for visually impaired students and for Orientation and Mobility (“O&M”) services for students residing in the participating Districts.

**RECOMMENDATION:** **I move that the board approve the Shared Services Arrangement Agreement for the Member Districts that serve Visually Impaired students with Orientation and Mobility Services, as presented.**

  
\_\_\_\_\_  
Matthew Neighbors Ed. D.  
Superintendent

  
\_\_\_\_\_  
Jeff Martello  
Chief Financial Officer

## **SHARED SERVICES ARRANGEMENT FOR SERVICES FOR THE VISUALLY IMPAIRED**

This Agreement is entered into by Galveston Independent School District (“GISD”), Santa Fe Independent School District (SFISD, and Texas City Independent School District (“TCISD”), for the purpose of creating a special education Shared Services Arrangement (“SSA”) to provide certain services for visually impaired students and for Orientation and Mobility (“O&M”) services for students residing in the participating Districts. This Agreement shall be effective October 15, 2024 and shall automatically renew on an annual basis until terminated in accordance with the provisions contained herein. The participating school districts shall be collectively referred to herein as “Member Districts.”

### **I. General Provisions**

1.1 The SSA created herein shall not be a separate legal entity and the parties do not hereby intend to create a separate legal entity.

1.2 The SSA will provide certified services providers and teachers to serve eligible visually impaired students residing in the Member Districts for whom ARD Committees have determined that O&M services and/or teaching services for the visually impaired (hereinafter “Services”) are appropriate.

1.3 The certified O&M Specialist and/or teacher of the visually impaired (hereinafter “Service Provider”) will evaluate referred students, develop draft Individual Education Plans (“IEPs”) if appropriate, and report progress to parents in accordance with the policies of the fiscal agent district. The Service Provider will attend all ARDs concerning identified eligible students who require Services or for whom Services are being considered.

1.4 The Services will be provided to the students at a location agreed upon by the fiscal agent and the Member District, which shall be within the geographical boundaries of the Member District.

1.5 The student’s district of residence remains responsible for providing a Free Appropriate Public Education (“FAPE”) to the student and for all legal obligations under the Individuals with Disabilities in Education Act (“IDEA”), state law, and any other applicable laws, rules, and regulations. Student evaluations, other than for Services, will be the responsibility of the student’s district of residence.

1.6 All costs of defense, costs of litigation, and costs of any relief awarded arising out of any type of claim brought against a Member District by or on behalf of any eligible student being served by the SSA, including but not limited to, an agency complaint, grievance, due process hearing, or lawsuit, shall be the sole responsibility of the Member District in which the student bringing the claim resides. Other than the responsibility to reasonably cooperate in the defense of any such actions, the SSA shall have no responsibility to pay any share of the cost of defense, actual damages, court costs or attorney’s fees associated with any such litigation.

1.7 In any lawsuit naming the SSA as a defendant, all Member Districts shall share the cost of defense and any actual damages, court costs and attorneys' fees on the same pro-rata basis as other SSA operating expenses are shared. Legal counsel to defend any action against the SSA will be selected by a majority vote of the Management Board. Any litigation brought against a Member District by an employee of the fiscal agent who is designated to provide services to Member Districts shall be the sole responsibility of the Member District against whom the suit is filed. Costs of any kind, associated with any suit brought by an employee against the SSA shall be the responsibility of the SSA and shall be shared by the Member Districts in the same pro-rata basis as other expenses are shared.

1.8 The fiscal agent may purchase insurance, to the extent available and authorized by the Management Board, to cover claims made against the SSA.

1.9 Any Member District wishing to withdraw from participation in the SSA shall inform the Management Board in writing of its intention by January 1 of the year before the fiscal year in which the withdrawal will be effective. Upon delivery of such notice, the Member District's withdrawal from the SSA shall be effective on June 30<sup>th</sup>, at the end of the SSA's fiscal year. The withdrawal of any Member District shall not affect a dissolution of the SSA except as provided in paragraph 5.1 herein. The provisions of this SSA shall continue in force and effect until the effective date of the withdrawal, and the remaining members of SSA shall execute a new Agreement if they wish the SSA to continue as reconfigured. Member Districts withdrawing from the SSA shall no longer be eligible to receive services for visually impaired students through the SSA as of the effective date of the withdrawal.

1.10 The addition of a Member District to the SSA shall require a majority vote of the Management Board. The SSA shall comply with all TEA guidelines and deadlines regarding reconfiguration upon the entrance of additional Member Districts into the SSA.

## **II. Management**

2.1 The SSA shall be governed by a Management Board and be directly administered by the fiscal agent ISD.

2.2 The SSA Management Board (the Board) shall be comprised of the superintendents, or their designated representatives, of each of the Member Districts. The Chairperson of the Management Board shall be \_\_\_\_\_.

2.3 The SSA Management Board shall consider appropriate policy matters pertaining to program planning, operation and budget. Actions shall require approval of a majority of the Management Board. The fiscal agent, as described further in Section III below, shall be responsible for implementation and active management of the program.

2.4 The Management Board shall meet on a regular basis at such time and place as may be determined by the Management Board. Meetings shall be scheduled and coordinated by the fiscal agent school district. Adequate notice of meetings shall be provided to the Member Districts of the date, time and location of all Management Board meetings.

### **III. Fiscal Agent**

3.1 Galveston ISD will serve as the fiscal agent for the SSA. Any change in the designation of the fiscal agent will be made by a majority vote of the Management Board.

3.2 The fiscal agent ISD shall function as agent for and on behalf of all Member Districts, shall administer the program on a day-to-day basis in accordance with the policies of the Management Board, shall maintain personnel and fiscal records, and be responsible for other programmatic administrative responsibilities, including preparing and keeping minutes of Management Board meetings.

3.3 Employment of personnel to provide services to the Member Districts by the SSA will be the responsibility of the fiscal agent with input from the Management Board.

3.4 The Director of Special Education of the fiscal agent ISD shall appraise all teaching personnel and Service Providers in accordance with the policies of the fiscal agent ISD. All cumulative data information and recommendations pertinent to these appraisals shall be addressed in writing to the Galveston ISD Director.

3.5 All personnel employed to serve students in the SSA shall be employed by the fiscal agent and shall follow all personnel policies and procedures applicable to employees of the fiscal agent, including, but not limited to policies and procedures related to contracts, at-will employment, standards of conduct, compensation, leave and other benefits, and the filing of grievances by employees.

3.6 The fiscal agent shall be responsible for budgeting and accounting with respect to all SSA funds, reporting to internal and external entities, including fiscal reporting through the PEIMS 032 and 033 records, establishing a schedule for the reporting by Member Districts of expenditures to the fiscal agent, as applicable, and all other applicable state and federal reporting requirements.

### **IV. Finances, Costs and Expenses**

4.1 All expenses concerning salaries, benefits and travel for the typical school year will be shared among the Member Districts on a per pupil count, which is based on the number of students serviced in each Member District on the Friday before quarterly bills are issued. Each district will be billed quarterly by the fiscal agent for the assigned portion of the cost. Member Districts will also be assessed a percentage of the indirect costs associated with the fiscal agent's duties. The annual indirect cost percentage is determined by the Commissioner of Education in accordance with the TEA Financial Accountability System Resource Guide, Section 1.6.1.

4.2 Each Member District agrees to pay an annual \$2,000 stipend to each Service Provider to address costs associated with serving students in multiple districts including but not limited to travel between multiple campus and/or districts on a routine basis. This stipend is noncontingent.

4.3 Fees and hourly wages associated with the provision of Extended School Year Services and/or Member District Extra-Duty agreements will remain the responsibility of the Member District in which ESY services are provided.

4.4 Materials and supplies associated with a particular student will be the responsibility of the student's home ISD. The Member Districts may share equally in the costs of equipment, trainings, attorney's fees, and materials that would benefit the SSA. The cost of these items will be included in expenses referenced in paragraph 4.1. However, expenditures for items that exceed \$1,000 must be approved by the Special Education Director of the fiscal agent.

4.5 All assets purchased by the SSA, or the fiscal agent on behalf of the SSA, shall be owned by the Member Districts on the same pro-rata basis as SSA operating expenses are shared in the year in which the asset is acquired.

4.6 The fiscal agent shall devise and implement an acceptable cost allocation, to be approved by the Management Board, in accordance with applicable TEA guidelines concerning the basis for allocation of costs of the fiscal agent. Any uncontrollable costs which impact the fiscal agent shall be shared by the Member Districts on the same pro-rata basis as other expenses are shared. Except as otherwise specified herein, all costs incurred by the fiscal agent in connection with the operation of the SSA shall be borne by the Member Districts on the same pro-rata basis as other operating expenses are shared.

4.7 The fiscal agent shall establish the method, to be approved by the Management Board, of calculating and distributing funds, if any, due to a Member District that withdraws from the SSA in accordance with paragraph 1.9.

4.8 Residential placement expenses shall be the sole responsibility of the Member District in which the student seeking residential placement resides. Other Member Districts shall have no responsibility to share in the cost of any residential placement.

4.9 Summer school and extended year services are to be paid at an hourly rate based on the individualized needs of the respective Member District.

## **V. Dissolution of the SSA**

5.1 In the event that a Member District withdraws from the SSA, and the remaining Member Districts Management Board of Representatives vote to dissolve the SSA, or in the event that the majority of the members of the Management Board of the SSA agree to dissolve the SSA, the following shall be applicable.

a. All assets shall be liquidated, as quickly as possible, and the fiscal agent shall be responsible for utilizing any proceeds to pay all outstanding costs and liabilities of the SSA. Assets may be distributed to the Member Districts in kind, in lieu of liquidation, if the distribution is approved by the Management Board.

b. Any funds remaining after the liquidation of assets and payment of all costs and expenses of the SSA upon dissolution shall be shared by the Districts who were members of the SSA as of the date of dissolution on the same pro-rata basis as SSA expenses are shared.

5.2 By the signatures hereto, the Superintendents of the Districts represent that their respective school boards have approved this Agreement and have authorized them to execute same.

## **VI. Miscellaneous Provisions**

6.1 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs and Services contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs and Services.

6.2 This Agreement shall be governed by the law of the State of Texas and venue shall be in the county where the fiscal agent's administrative offices are located.

6.3 This Agreement contains the entire agreement of the Member Districts with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

6.4 If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

6.5 The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

6.6 No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

6.7 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

\_\_\_\_\_  
Superintendent  
**Galveston Independent School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
**Santa Fe Independent School District**

\_\_\_\_\_  
Date

---

Superintendent  
**Texas City Independent School District**

---

Date

---

Director of Special Services  
**Galveston Independent School District**

---

Date

---

Special Education Director  
**Santa Fe Independent School District**

---

Date

---

Special Education Director  
**Texas City Independent School District**

---

Date

# Action Sheet

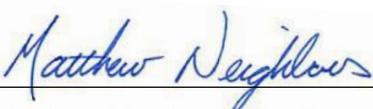
**MEETING DATE:** November 20, 2024

**AGENDA ITEM:** Discuss and consider amended contract with PBK Architects for professional services related to construction of Ball High School.

Exhibits to the original contract will be updated and Article 11.1 shall be amended to read as follows:

“Notwithstanding any other provision herein to the contrary, PBK shall be paid a fee in the amount of \$12,350,819.00 for Basic Services performed under this Agreement, as more fully detailed on Exhibit E, attached hereto; Exhibit E further sets forth the modified scope of PBK’s Basic Services and certain credits to the District included in the forgoing fee amount.”

**RECOMMENDATION:** I move the Board of Trustees approve the amendment, finalizing the fee to be paid to PBK for design services on both Ball North and Ball South for the remainder of the projects in the amount of \$12,250,819.



Matthew Neighbors Ed. D.  
Superintendent



Jeff Martello  
Chief Financial Officer

**AMENDMENT TO AIA-B101-2017**

This Amendment to AIA B101-2017, Standard Form of Agreement Between Owner and Architect (this “Amendment”) is entered into to be effective upon execution by both parties (the “Effective Date”), by and between Galveston Independent School District (“GISD”) and PBK Architects (“PBK” or “Architect”).

**WITNESSETH:**

**WHEREAS**, GISD and PBK entered into that certain AIA B101-2017, Standard Form of Agreement Between Owner and Architect (as modified) dated on or about August 24, 2022 (the “Contract”), providing for certain design and related architectural services for various bond program projects, as more particularly described in the Contract;

**WHEREAS**, GISD and PBK wish to modify the Contract upon and subject to the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration to the parties hereto, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties, and for the benefit which will inure to each party from the execution of this Amendment, GISD and PBK hereby agree to amend and modify the Contract as follows:

1. Article 11.1 shall be amended to read as follows:

“Notwithstanding any other provision herein to the contrary, PBK shall be paid a fee in the amount of \$12,350,819.00 for Basic Services performed under this Agreement, as more fully detailed on Exhibit E, attached hereto; Exhibit E further sets forth the modified scope of PBK’s Basic Services and certain credits to the District included in the forgoing fee amount.”

2. All of the capitalized terms used in this Amendment, unless otherwise defined herein, shall have the same meaning as assigned to such terms in the Contract.
3. The Contract is hereby ratified and confirmed by GISD and PBK and shall remain and continue in full force and effect and enforceable in accordance with its terms as amended and modified by this Amendment.
4. The terms and provisions set forth in this Amendment constitute the entire agreement and understanding between GISD and PBK with respect to the specific subject matter addressed herein, and are hereby deemed to supersede all prior agreements and understandings (including, without limitation, those expressed originally in the Contract to the extent inconsistent with the terms and provisions of this Amendment and any prior oral or written communications between GISD and PBK, or their respective agents or representatives) concerning the specific subject matter hereof. All of the provisions of the Contract are incorporated herein by reference.

5. To facilitate execution, this Amendment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Amendment, (a) the signature pages taken from separate individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts and (b) a telecopy or electronic delivery [i.e., the transmission by any party of his, her or its signature on an original or any copy of this Amendment via fax machine or over the internet in electronic photostatic copy format (e.g., .pdf Adobe)] shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Amendment shall be deemed to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same agreement.

6. This Amendment shall be governed by the laws of the State of Texas.

7. This Amendment shall be binding upon and inure to the benefit of GISD and PBK and their respective successors and permitted assigns.

**DISTRICT:**

**GALVESTON INDEPENDENT SCHOOL DISTRICT**

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

Name: \_\_\_\_\_

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

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

**ARCHITECT:**

**PBK ARCHITECTS, INC.**

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

Name: \_\_\_\_\_

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

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

# Action Sheet

**MEETING DATE:**

**November 20, 2024**

**AGENDA ITEM:**

**Discuss and Consider Approval of School Revenue Partners Agreement Contract and Area Addendums for Advertising Opportunities**

A request to research district advertising options was made and staff consulted with outside sources. Considerations included time and cost of internal demand vs. outsourcing and what is the norm of other neighboring school districts. Following the review by the Director of Communications and Chief Financial Officer, we recommend School Revenue Partners as the entity to assist the district with acquiring future advertising opportunities. Attached is the royalty agreement, sports addendum, web addendum, and school bus addendum as proposed by School Revenue Partners.

**RECOMMENDATION:**

I move that the board approve the proposed royalty agreement contract, sports addendum, web addendum, and school bus addendum with School Revenue Partners to facilitate advertising opportunities for GISD, as presented.



Matthew Neighbors Ed. D.  
Superintendent



Jeff Martello  
Chief Financial Officer

## ROYALTY AGREEMENT CONTRACT

**THIS AGREEMENT** the “Agreement”) made and entered into the day and year indicated on the last page hereof by and between JSJD Media, LLC, *dba* School Revenue Partners (“Publisher”) and Galveston Independent School District (“School District,” also referred herein as “Partner”) on the following terms and conditions:

Publisher is providing the Partner’s advertising for an eNewsletter (“PAN”), an assemblage of industry specific business oriented text, graphics, applications and content incorporated into an eNewsletter (“EN”). The EN will be distributed by way of e-mail and distribution outlets. All editorial and other news articles for the EN shall be obtained from the School District. Publisher is also providing the Partner’s advertising (“PAW”) for the [www.gisd.org](http://www.gisd.org) website (“WEB”), an assemblage of industry specific business oriented text, graphics, applications and content incorporated into a website. All content obtained from the School District will be in proper electronic or other mutually agreed upon format. Publisher and the School District agree that the terms and conditions set forth below shall govern the relationship between them relating to the PAN and PAW.

NOW, THEREFORE, in consideration of the foregoing and respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

For purposes of this Agreement and unless otherwise defined herein, the following terms will have the indicated meanings:

- a. “Annual Publishing Cycle” means the 12-month period from October 17<sup>th</sup> of each year through August 31<sup>st</sup> of the following calendar year.
- b. “Commencement Date” means October 17<sup>th</sup>, 2024.

### WITNESETH

1. Publisher’s Responsibilities. Publisher shall be responsible for all aspects of the design and creation of the PAN and PAW, including: product layout, general navigation, graphical look-and-feel, gathering content, software development, web development and hosting. Publisher shall specify search and query screens and partner messages. Publisher shall design and implement appropriate data structures for effective presentation of partners content. Publisher shall design and implement presentations for attractive communication of sponsor messages and graphics. Publisher shall design and coordinate the sponsorship sales effort, including pricing and all partner opportunities. Publisher shall determine the date of campaign launch to the partners. Publisher shall coordinate with sponsors on the receipt of graphic, and text elements. Publisher shall provide PAN for weekly EN no later than 24 hours prior to distribution of EN. Publisher shall provide PAW for WEB when new content is received from advertisers. Publisher shall provide ongoing support of the PAN and PAW throughout the term of the Agreement. Further, the Publisher shall bill and collect partnership payments. The School District shall have the right, with reasonable notice, to review Publisher’s accounting records for the PAN and PAW in Publisher’s offices.

2. The School District’s Responsibilities. Content will be provided by School District as reasonably requested by Publisher. Updates to the content will be transmitted to Publisher no later than the two days prior to the distribution of the EN. The School District is responsible for the updates of PAW on WEB when received from Publisher. The School District shall announce the Publisher’s PAN and PAW programs to the School District’s constituents and members. The School District shall

provide distribution of PAN within EN and PAW with WEB in a mutually agreed upon format.

3. Payments. Publisher hereby agrees to pay to School District 40% royalty for distribution of PAN within EN to the School District's mailing lists, trademarks, logos and other School District materials or materials under the control of the School District used in the EN ("Royalty"). Publisher hereby agrees to pay to School District 40% royalty for distribution of PAW within WEB. Royalty payments shall be based upon collected revenue, net of any applicable taxes, collection and credit card fees ("Revenue") and are payable within fifteen (15) business days after the end of each quarter. Publisher shall provide to the School District a monthly summary of Revenue generated by the PAN and PAW. Publisher will take any chargebacks out of the next quarter's payment. For example, if a client buys advertising in Q3 and cancels in Q4 before any advertising has been ran in the EN, the Publisher shall deduct that amount out of Q4's royalty payment, which is paid on January 15th.

4. Term of Agreement. The initial term of Agreement shall commence on the Commencement Date. Unless terminated earlier under Section 14 ("Termination"), this Agreement shall continue in full force and effect from the Commencement Date to the end of the Annual Publishing Cycle in 2016. This Agreement will be automatically renewed for additional one-year period unless at least sixty (60) days in advance written notice of non-renewal is given by either party.

5. Licenses. During the term of this Agreement, the School District hereby licenses to Publisher for use as an integrated part of the PAN and PAW on a non-exclusive basis all data, databases, graphics, templates, software programs (including JAVA applets) and other material that it contributes to the development or operation of advertising pursuant to this Agreement, which license includes the right to modify, publish and copy, to have modified, published and copied, such materials for purposes of developing, hosting, maintaining and the electronic advertising for internet access and use, and notwithstanding termination of this Agreement, for copying and distributing the advertising as an example of Publisher's services for marketing and promotional services. Publisher acknowledges the School District's exclusive right, title, and interest in and to the School District trade name and logo and the School District trade shows and shall not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair any part of such right, title and interest, in connection with the use of the School District's Trade Name or the School District's logo. Further, Publisher agrees not to represent in any manner that it has any ownership in the School District Trade Name of its logo. Publisher further acknowledges that use of the School District Trade Name and the School District logo shall not create in its favor any other right, title, or interest in as to the School District Trade Name or its logo, but all uses of the School District Trade Name and its logo shall inure to the benefit of the School District. Other than the forgoing licenses, neither party intends to transfer or assign to the other any rights or interest in any copyright, patent, trade secret or other right or interest that it may possess.

6. Confidentiality. Each party here acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, e-mail lists, visitor lists and other information designated by a party as confidential or proprietary, or any database to be used for the purposes of distributing information to School District EN and WEB. Confidential information does not include (i) Information already known or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the party, or (iii) Information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information except in performing its obligations under this Agreement, or as required by

law, including but not limited to the Texas Public Information Act. Each party shall use the same degree of care in the safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or remove from any Confidential Information of the other party any proprietary, copyright trademark or trade secret legends.

7. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Section 5 ("Licensers") or Section 6 ("Confidentiality") would cause irreparable harm to the other party not adequately compensable by monetary damages. It is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions. Violation of this provision will result in a material breach and will be grounds for termination by the non-breaching party.

8. Force Majeure. Each party is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and in compatible or defective equipment software or services not supplied by the party. Nothing here enlarges any warranty or diminishes any disclaimer provided in section 10 ("Warranties"). Each party agrees that in the event such an occurrence takes place it will make every effort to inform the other of said occurrence within a reasonable period of time.

9. Regulation of Certain Content. Publisher is a mere distributor and is relying on the School District to prescreen or editorially control the School District content. Publisher reserves the right to request the removal of information in the PAN or PAW brought to its attention which, in its reasonable discretion, it deems detrimental to the EN, WEB, or any person. Both parties agree not to include in the PAN or PAW any material which a reasonable person would consider abusive (e.g., foul language, inappropriate images, content not consistent with the School District's policy, *etc.*), and including content provided through non- School District sources to EN or WEB promotion partners and School Districts.

10. Warranties. The following provision are subject to Section 11 ("Limitation of Liabilities").

- a. Noninfringement Warranty. The School District warrants that any content obtained from the School District and distributed through the EN or WEB will not infringe or misappropriate any copyright trademark, patent, or the trade secrets of any third person, or otherwise violate this Agreement or any applicable law. The School District will use best efforts to notify Publisher of any action and Publisher has rights to defend that action. Publisher warrants that any Publisher content it distributes through the EN or WEB will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third person or otherwise violate this Agreement or any applicable law. Publisher will use best efforts to notify the School District of any action and the School District has right to defend that action.
- b. Limited Performance Warranty. Publisher warrants to the School District that it will make its best effort during the term of this Agreement to perform its services in a competent and workman-like manner and to ensure the EN and WEB

operates substantially according to the agreed-to specifications. Publisher does not warrant that it will be able to correct all reported defects or that use of the PAN or PAW will be uninterrupted or error free. Publisher makes no warranty regarding features or services provided by third parties (“especially internet telecommunication service or Web Browser software”) which are provided “as is” and “as available”. EXCEPT AS SET FORTH ABOVE, PUBLISHER MAKES NO WARRANTY EXPRESSED OR IMPLIED. PUBLISHER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation or risk:

- a. School District Remedies. The School District agrees that if the Publisher violates any warranty or other provision of this Agreement, the School District's remedies may include a refund of the total amount paid to Publisher during the previous twelve (12) months to the extent permissible by law.
- b. Publisher Remedies. The Publisher agrees that if the School District violates any provision of this Agreement, and School District determines other corrective action is not economically or technically feasible, the Publisher's sole and exclusive remedy will be to obtain an amount equal to the Royalty payment already paid to School District for services rendered hereunder during the previous twelve (12) months

12. Attorney's Fees. In any suit of action brought concerning this Agreement, its interpretation, performance or breach, the prevailing party's costs of such action, including reasonable attorney's fees shall be paid by the other party.

13. Termination. This Agreement may be terminated by either party at any time with or without cause by providing to the other party 15 days written notice of intent to terminate. Any termination of this Agreement as permitted by this paragraph shall not relieve either party from payment of any fees accruing prior to the effective date of the termination or from completing obligations in progress prior to the effective date of the termination. Notice shall be provided by hand delivery or certified mail, return receipt requested to the following addresses listed below. Termination shall have no effect on the parties right and obligations under Section 5 (“Licensees”), Section 10 (“Warranties”), Section 11 (“Limitation of Liabilities”). For a period of thirty (30) days following termination, the Publisher shall upon request include in any internet web page that it continues to operate at the same domain a public notice of the School District forwarding URL address.

14. U.S. Government Restricted rights. The EN and WEB (including underlying technology and documentation) is a “computer data base” that constitutes “restricted computer software” and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the rights in Commercial Computer Software clause at DRARS 22.7202-3 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights clause at 48 CFR 52.227-19, as applicable.

15. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Publisher and the School District with respect to the provision of services under EN and WEB and supersedes and replaces any and all other agreements and representation, verbal or written, with respect to the subject matter of this Agreement. There are no representations, warranties

or agreements made or relied upon by either party with respect to the subject matter of this Agreement that are not contained in this Agreement.

16. No Waiver. A party’s failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto will not be construed to be a waiver of such provision or rights, not to affect the validity of this Agreement. The exercise by a party of any right under the terms of covenants contained herein shall not preclude or prejudice the exercising thereafter of the same or other right under this Agreement.

17. Controlling Law. This Agreement has been executed in Frisco, Texas and shall be governed in accordance with the laws of the State of Texas in every respect. Any action concerning, arising from or related to this Agreement, its negotiation, interpretation, performance or breach, shall be brought only in the court location in Brazoria County, Texas.

18. Joint Effect of Agreement. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the School District and Publisher or to make either jointly liable with the other for any obligation arising out of the activities and services contemplated by this Agreement. Publisher’s relationship with the School District in the performance of this Agreement is that of any independent contractor. All persons performing services which are to be performed by Publisher under this Agreement shall at all times be under Publisher’s exclusive direction and control and shall be employees or agents of Publisher and not the School District.

19. Notice. Notice shall be deemed to be given when personally delivered or three (3) days after deposited in the U.S. Mail, postage prepaid, addressed to a party at its address shown below. The address of either party may be changed at any time and from time to time by written notice to the other party.

School Revenue Partners  
Thomas Evans  
500 N. Central Expy #231  
Plano, Texas 75074  
Tel. 214-620-2091

Galveston ISD  
Dr. Matthew Neighbors  
Superintendent  
3904 Avenue T Galveston, TX 77550  
Tel: 409-766-5155

This Agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

**IN WITNESS WHEREOF**, School District has hereto set his hand and seal and Publisher has caused these presents to be signed by its duly authorized officer, the 17<sup>th</sup> day of October, 2024.

For School District:

\_\_\_\_\_  
**Thomas Evans, SRP**

**Name:** \_\_\_\_\_

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

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

**ADDENDUM**

**THIS ADDENDUM** (the “ADDENDUM”) made and entered into the day and year indicated on the last page hereof by and between JSJD Media, LLC, *dba* School Revenue Partners (“Publisher”) and Galveston Independent School District (“District”) on the following terms and conditions:

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract (“Agreement”)

1. Publisher’s Responsibilities. Publisher shall be responsible for design and coordination of the sponsorship sales effort for Sports Advertising Program (“SAG”). Further, the Publisher shall bill and collect partnership payments. The District shall have the right, with reasonable notice, to review Publisher’s accounting records for the SAG in Publisher’s offices.
2. The District’s Responsibilities. The District shall design and implement presentations for attractive communication of sponsor messages and graphics for SAG.
3. Payments. Publisher hereby agrees to pay to District a 40% royalty for distribution of SAG graphics within the Districts Sports Signage and Displays.

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this here stated addendum.

Publisher:  
JSJD Media, LLC  
Thomas Evans  
500 N. Central Expy #231  
Plano, Texas 75074  
Tel. 214-620-2091

Galveston Independent School District  
Dr. Matthew Neighbors  
Superintendent  
3904 Avenue T  
Galveston, TX 77550  
Tel: 409-766-5155

This Agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

**IN WITNESS WHEREOF**, School District has hereto set his hand and seal and Publisher has caused these presents to be signed by it’s duly authorized officer, the 17<sup>th</sup> day of October, 2024.

**Thomas Evans, School Revenue Partners**

**Dr. Matthew Neighbors, GISD**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## ROYALTY AGREEMENT CONTRACT

**THIS AGREEMENT** the “Agreement”) made and entered into the day and year indicated on the last page hereof by and between JSJD Media, LLC, *dba* School Revenue Partners (“Publisher”) and Galveston Independent School District (“School District,” also referred herein as “Partner”) on the following terms and conditions:

Publisher is providing the Partner’s advertising for an eNewsletter (“PAN”), an assemblage of industry specific business oriented text, graphics, applications and content incorporated into an eNewsletter (“EN”). The EN will be distributed by way of e-mail and distribution outlets. All editorial and other news articles for the EN shall be obtained from the School District. Publisher is also providing the Partner’s advertising (“PAW”) for the [www.gisd.org](http://www.gisd.org) website (“WEB”), an assemblage of industry specific business oriented text, graphics, applications and content incorporated into a website. All content obtained from the School District will be in proper electronic or other mutually agreed upon format. Publisher and the School District agree that the terms and conditions set forth below shall govern the relationship between them relating to the PAN and PAW.

NOW, THEREFORE, in consideration of the foregoing and respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

For purposes of this Agreement and unless otherwise defined herein, the following terms will have the indicated meanings:

- a. “Annual Publishing Cycle” means the 12-month period from October 17<sup>th</sup> of each year through August 31<sup>st</sup> of the following calendar year.
- b. “Commencement Date” means October 17<sup>th</sup>, 2024.

### WITNESETH

1. Publisher’s Responsibilities. Publisher shall be responsible for all aspects of the design and creation of the PAN and PAW, including: product layout, general navigation, graphical look-and-feel, gathering content, software development, web development and hosting. Publisher shall specify search and query screens and partner messages. Publisher shall design and implement appropriate data structures for effective presentation of partners content. Publisher shall design and implement presentations for attractive communication of sponsor messages and graphics. Publisher shall design and coordinate the sponsorship sales effort, including pricing and all partner opportunities. Publisher shall determine the date of campaign launch to the partners. Publisher shall coordinate with sponsors on the receipt of graphic, and text elements. Publisher shall provide PAN for weekly EN no later than 24 hours prior to distribution of EN. Publisher shall provide PAW for WEB when new content is received from advertisers. Publisher shall provide ongoing support of the PAN and PAW throughout the term of the Agreement. Further, the Publisher shall bill and collect partnership payments. The School District shall have the right, with reasonable notice, to review Publisher’s accounting records for the PAN and PAW in Publisher’s offices.

2. The School District’s Responsibilities. Content will be provided by School District as reasonably requested by Publisher. Updates to the content will be transmitted to Publisher no later than the two days prior to the distribution of the EN. The School District is responsible for the updates of PAW on WEB when received from Publisher. The School District shall announce the Publisher’s PAN and PAW programs to the School District’s constituents and members. The School District shall

provide distribution of PAN within EN and PAW with WEB in a mutually agreed upon format.

3. Payments. Publisher hereby agrees to pay to School District 40% royalty for distribution of PAN within EN to the School District's mailing lists, trademarks, logos and other School District materials or materials under the control of the School District used in the EN ("Royalty"). Publisher hereby agrees to pay to School District 40% royalty for distribution of PAW within WEB. Royalty payments shall be based upon collected revenue, net of any applicable taxes, collection and credit card fees ("Revenue") and are payable within fifteen (15) business days after the end of each quarter. Publisher shall provide to the School District a monthly summary of Revenue generated by the PAN and PAW. Publisher will take any chargebacks out of the next quarter's payment. For example, if a client buys advertising in Q3 and cancels in Q4 before any advertising has been ran in the EN, the Publisher shall deduct that amount out of Q4's royalty payment, which is paid on January 15th.

4. Term of Agreement. The initial term of Agreement shall commence on the Commencement Date. Unless terminated earlier under Section 14 ("Termination"), this Agreement shall continue in full force and effect from the Commencement Date to the end of the Annual Publishing Cycle in 2016. This Agreement will be automatically renewed for additional one-year period unless at least sixty (60) days in advance written notice of non-renewal is given by either party.

5. Licenses. During the term of this Agreement, the School District hereby licenses to Publisher for use as an integrated part of the PAN and PAW on a non-exclusive basis all data, databases, graphics, templates, software programs (including JAVA applets) and other material that it contributes to the development or operation of advertising pursuant to this Agreement, which license includes the right to modify, publish and copy, to have modified, published and copied, such materials for purposes of developing, hosting, maintaining and the electronic advertising for internet access and use, and notwithstanding termination of this Agreement, for copying and distributing the advertising as an example of Publisher's services for marketing and promotional services. Publisher acknowledges the School District's exclusive right, title, and interest in and to the School District trade name and logo and the School District trade shows and shall not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair any part of such right, title and interest, in connection with the use of the School District's Trade Name or the School District's logo. Further, Publisher agrees not to represent in any manner that it has any ownership in the School District Trade Name of its logo. Publisher further acknowledges that use of the School District Trade Name and the School District logo shall not create in its favor any other right, title, or interest in as to the School District Trade Name or its logo, but all uses of the School District Trade Name and its logo shall inure to the benefit of the School District. Other than the forgoing licenses, neither party intends to transfer or assign to the other any rights or interest in any copyright, patent, trade secret or other right or interest that it may possess.

6. Confidentiality. Each party here acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, e-mail lists, visitor lists and other information designated by a party as confidential or proprietary, or any database to be used for the purposes of distributing information to School District EN and WEB. Confidential information does not include (i) Information already known or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the party, or (iii) Information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information except in performing its obligations under this Agreement, or as required by

law, including but not limited to the Texas Public Information Act. Each party shall use the same degree of care in the safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or remove from any Confidential Information of the other party any proprietary, copyright trademark or trade secret legends.

7. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Section 5 ("Licensers") or Section 6 ("Confidentiality") would cause irreparable harm to the other party not adequately compensable by monetary damages. It is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions. Violation of this provision will result in a material breach and will be grounds for termination by the non-breaching party.

8. Force Majeure. Each party is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and in compatible or defective equipment software or services not supplied by the party. Nothing here enlarges any warranty or diminishes any disclaimer provided in section 10 ("Warranties"). Each party agrees that in the event such an occurrence takes place it will make every effort to inform the other of said occurrence within a reasonable period of time.

9. Regulation of Certain Content. Publisher is a mere distributor and is relying on the School District to prescreen or editorially control the School District content. Publisher reserves the right to request the removal of information in the PAN or PAW brought to its attention which, in its reasonable discretion, it deems detrimental to the EN, WEB, or any person. Both parties agree not to include in the PAN or PAW any material which a reasonable person would consider abusive (e.g., foul language, inappropriate images, content not consistent with the School District's policy, *etc.*), and including content provided through non- School District sources to EN or WEB promotion partners and School Districts.

10. Warranties. The following provision are subject to Section 11 ("Limitation of Liabilities").

- a. Noninfringement Warranty. The School District warrants that any content obtained from the School District and distributed through the EN or WEB will not infringe or misappropriate any copyright trademark, patent, or the trade secrets of any third person, or otherwise violate this Agreement or any applicable law. The School District will use best efforts to notify Publisher of any action and Publisher has rights to defend that action. Publisher warrants that any Publisher content it distributes through the EN or WEB will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third person or otherwise violate this Agreement or any applicable law. Publisher will use best efforts to notify the School District of any action and the School District has right to defend that action.
- b. Limited Performance Warranty. Publisher warrants to the School District that it will make its best effort during the term of this Agreement to perform its services in a competent and workman-like manner and to ensure the EN and WEB

operates substantially according to the agreed-to specifications. Publisher does not warrant that it will be able to correct all reported defects or that use of the PAN or PAW will be uninterrupted or error free. Publisher makes no warranty regarding features or services provided by third parties (“especially internet telecommunication service or Web Browser software”) which are provided “as is” and “as available”. EXCEPT AS SET FORTH ABOVE, PUBLISHER MAKES NO WARRANTY EXPRESSED OR IMPLIED. PUBLISHER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation or risk:

- a. School District Remedies. The School District agrees that if the Publisher violates any warranty or other provision of this Agreement, the School District's remedies may include a refund of the total amount paid to Publisher during the previous twelve (12) months to the extent permissible by law.
- b. Publisher Remedies. The Publisher agrees that if the School District violates any provision of this Agreement, and School District determines other corrective action is not economically or technically feasible, the Publisher's sole and exclusive remedy will be to obtain an amount equal to the Royalty payment already paid to School District for services rendered hereunder during the previous twelve (12) months

12. Attorney's Fees. In any suit of action brought concerning this Agreement, its interpretation, performance or breach, the prevailing party's costs of such action, including reasonable attorney's fees shall be paid by the other party.

13. Termination. This Agreement may be terminated by either party at any time with or without cause by providing to the other party 15 days written notice of intent to terminate. Any termination of this Agreement as permitted by this paragraph shall not relieve either party from payment of any fees accruing prior to the effective date of the termination or from completing obligations in progress prior to the effective date of the termination. Notice shall be provided by hand delivery or certified mail, return receipt requested to the following addresses listed below. Termination shall have no effect on the parties right and obligations under Section 5 (“Licensees”), Section 10 (“Warranties”), Section 11 (“Limitation of Liabilities”). For a period of thirty (30) days following termination, the Publisher shall upon request include in any internet web page that it continues to operate at the same domain a public notice of the School District forwarding URL address.

14. U.S. Government Restricted rights. The EN and WEB (including underlying technology and documentation) is a “computer data base” that constitutes “restricted computer software” and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the rights in Commercial Computer Software clause at DRARS 22.7202-3 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights clause at 48 CFR 52.227-19, as applicable.

15. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Publisher and the School District<sup>90</sup> with respect to the provision of services under EN and WEB and supersedes and replaces any and all other agreements and representation, verbal or written, with respect to the subject matter of this Agreement. There are no representations, warranties

or agreements made or relied upon by either party with respect to the subject matter of this Agreement that are not contained in this Agreement.

16. No Waiver. A party’s failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto will not be construed to be a waiver of such provision or rights, not to affect the validity of this Agreement. The exercise by a party of any right under the terms of covenants contained herein shall not preclude or prejudice the exercising thereafter of the same or other right under this Agreement.

17. Controlling Law. This Agreement has been executed in Frisco, Texas and shall be governed in accordance with the laws of the State of Texas in every respect. Any action concerning, arising from or related to this Agreement, its negotiation, interpretation, performance or breach, shall be brought only in the court location in Brazoria County, Texas.

18. Joint Effect of Agreement. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the School District and Publisher or to make either jointly liable with the other for any obligation arising out of the activities and services contemplated by this Agreement. Publisher’s relationship with the School District in the performance of this Agreement is that of any independent contractor. All persons performing services which are to be performed by Publisher under this Agreement shall at all times be under Publisher’s exclusive direction and control and shall be employees or agents of Publisher and not the School District.

19. Notice. Notice shall be deemed to be given when personally delivered or three (3) days after deposited in the U.S. Mail, postage prepaid, addressed to a party at its address shown below. The address of either party may be changed at any time and from time to time by written notice to the other party.

School Revenue Partners  
Thomas Evans  
500 N. Central Expy #231  
Plano, Texas 75074  
Tel. 214-620-2091

Galveston ISD  
Michael Dudas  
Director of Communications  
3904 Avenue T Galveston, TX 77550  
Tel: 409-766-5155

This Agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

**IN WITNESS WHEREOF**, School District has hereto set his hand and seal and Publisher has caused these presents to be signed by its duly authorized officer, the 17<sup>th</sup> day of October, 2024.

For School District:

\_\_\_\_\_  
**Thomas Evans, SRP**

**Name:** \_\_\_\_\_

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

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

**ADDENDUM**

**THIS ADDENDUM** (the “ADDENDUM”) made and entered into the day and year indicated on the last page hereof by and between JSJD Media, LLC, *dba* School Revenue Partners (“Publisher”) and Galveston Independent School District (“District”) on the following terms and conditions:

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract (“Agreement”)

1. Publisher’s Responsibilities. Publisher shall be responsible for design and coordination of the sponsorship sales effort for School Bus Signage Advertising Program (“SBSAG”). Further, the Publisher shall bill and collect partnership payments. Publisher shall be responsible for payments to signage production and installation vendors. The District shall have the right, with reasonable notice, to review Publisher’s accounting records for the SBSAG in Publisher’s offices.

2. The District’s Responsibilities. The District shall maintain school bus routes and maintain attractive communication of sponsor messages and graphics for SBSAG. District will be responsible for oversight on advertising installations on correct buses. District is responsible for billing to production and installation vendors for SBSAG. District is responsible for alerting Publisher of damaged or removed advertisements.

3. Payments. Publisher hereby agrees to pay to District a 40% royalty for distribution of SBSAG graphics within the District’s school buses, after production and installation costs have been removed.

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this here stated addendum.

Publisher:  
JSJD Media, LLC  
Thomas Evans  
500 N. Central Expy #231  
Plano, Texas 75074  
Tel. 214-620-2091

Galveston ISD  
Dr. Matthew Neighbors  
Superintendent  
3904 Avenue T  
Galveston, TX 77550  
Tel: 409-766-5155

This Agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

**IN WITNESS WHEREOF**, School District has hereto set his hand and seal and Publisher has caused these presents to be signed by it’s duly authorized officer, the 17<sup>th</sup> day of October, 2024.

**Thomas Evans, School Revenue Partners**

**Dr. Matthew Neighbors, Galveston ISD**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

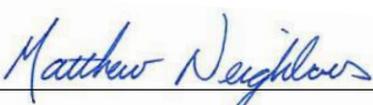
# Action Sheet

**MEETING DATE:** November 20, 2024

**AGENDA ITEM:** Discuss and Consider Approval Materials Testing for New Ball High School/Natatorium, Middle Schools and Courville Stadium

The GISD Construction Team in coordination with Zero Six Consulting is recommending Alpha (UES) Testing to perform Construction Materials Testing for the New Ball High School/Natatorium, Middle Schools and Courville Stadium. The vendor pool selection for the utilization of the Alpha Testing firm occurred with RFQ 2021-22-017 Geotechnical Engineering, Environmental Assessment, & Construction Materials Testing in June 2022. Scope of Services performed shall include testing all construction related materials for the structure, foundation, site, and utility infrastructure. Amount not to exceed \$425,000. Funds will be utilized from the 2022-2023 Bond program. Included is one proposal for a portion of the testing for UES.

**RECOMMENDATION:** I move that the Board of Trustees approve the amount not to exceed of \$425,000 for 2022-2023 Bond program projects utilizing the materials testing firm, Alpha Testing (UES), as presented.

  
Matthew Neighbors Ed. D.  
Superintendent

  
Jeff Martello  
Chief Financial Officer



Mr. James Grant  
Galveston ISD  
P.O. Box 660  
Galveston, TX 77553

October 30, 2024

Re: UES Proposal No. 108143  
Construction Materials Testing  
Ball High School South Building (Preliminary)  
Galveston, TX 77550

Dear Mr. Grant:

UES Professional Solutions 44, LLC (UES), is pleased to submit this proposal for providing Construction Materials Testing (CMT) and related quality control services for the referenced project.

UES has integrated the resources of Alpha Testing, Riner Engineering, Rock Engineering and Testing and In-Control Technologies to form the largest geotechnical engineering, materials testing, special inspection and environmental services firm in the Texas Gulf Coast region. Our personnel and equipment resources are unmatched and we have the experienced staff to perform the necessary CMT services in accordance with the project requirements. In the Houston area, UES is accredited by the American Association for Laboratory Accreditation (A2LA) and meets the requirements of ASTM E329. We also participate in Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source proficiency sampling programs.

For the purpose of this proposal, we have estimated quantities and tests per our experience, with the information provided. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is only an estimate for budgetary purposes and UES's total fee will be based on the actual amount of time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.

UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. Report turnaround time is typically one day. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. Our system is designed to provide high quality, real-time information.

By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

## FIRM PROFILE

UES is a registered Texas engineering firm (#813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. UES currently employs over 275 people.

UES recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

### BUSINESS LOCATIONS

#### Austin

2324 Ridgepoint Drive, Suite E  
Austin, Texas 78754  
Phone: 281-469-3347

#### Corpus Christi

6817 Leopard Street  
Corpus Christi, TX, 78409  
Phone: 361-883-4555

#### Dallas

2209 Wisconsin Street  
Dallas, TX 75229  
Phone: 972-620-8911

#### Fort Worth

5058 Brush Creek Road  
Fort Worth, TX 76119  
Phone: 817-496-5600

#### Houston – East

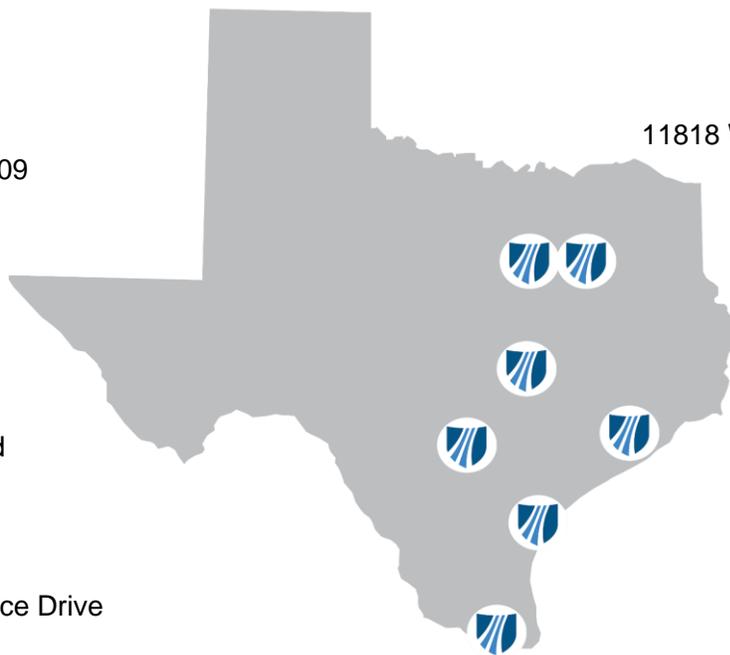
4667 Kennedy Commerce Drive  
Houston, Texas 77032  
Phone: 281-469-3347

#### Houston – North

14731 Pebble Bend Dr  
Houston, Texas, 77068  
Phone: 281-580-8892

#### Quality Control

All testing equipment in UES's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, UES also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience.



#### Houston – West

15811 Tuckerton Road  
Houston, TX 77095  
Phone: 713-360-0460

#### Rio Grande Valley

11818 West Business Hwy 83, Unit 1  
La Feria, TX 78559  
Phone: 956-201-4797

#### Round Rock

7 Roundville Lane  
Round Rock, TX, 78664  
Phone: 512-284-8022

#### San Antonio – East

4740 Perrin Creek, Suite 480  
San Antonio, TX 78217  
Phone: 210-249-2100

#### San Antonio – West

10856 Vandale Street  
San Antonio, TX, 78216  
Phone: 210-495-8000

Mr. James Grant  
UES Proposal No. 108143  
October 30, 2024

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,

**UES**

Maricruz Hernandez  
CMT Project Estimator

**CLIENT APPROVAL**

**ESTIMATED BUDGET: \$179,134.00**

**ESTIMATED BUDGET WITH ADDITIVE OPTION: \$195,384.00**

Consultant offers the CLIENT the Proposal as described above. CLIENT may accept Consultant's offer by signing in the space provided below and returning a signed copy to Consultant. Such notification may be given by fax or by returning the original proposal. In the event the CLIENT authorizes work without returning a signed copy, the CLIENT agrees to be bound by the terms and conditions as stated herein. The proposal described above has been read, understood, and accepted by CLIENT effective as of the date that the executed proposal is returned to Consultant.

**EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_  
*(signature)*

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

CLIENT Business Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**ACCOUNTS PAYABLE INFORMATION**

A/P Contact Name: \_\_\_\_\_ A/P Contact Telephone: \_\_\_\_\_

\*A/P Contact Email: \_\_\_\_\_  
*\*A/P Contact Email must be provided before UES can proceed with its proposed services*

**REPORT DISTRUBUTION**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

**UES**  
 Construction Materials Engineering and Testing  
 Basic Services and Cost Estimate  
 Project Name: Ball High School South Building (Preliminary); Galveston, TX 77550

<b>DESCRIPTION</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Estimated Total</b>
<b><u>EARTHWORK</u></b>			
Moisture Density Relationship, ASTM D-698 (each)	4	\$250.00	\$1,000.00
Atterberg Limits (each)	68	\$85.00	\$5,780.00
Minus No. 200 Sieve (each)	4	\$85.00	\$340.00
Engineering Technician (hourly)	260	\$58.00	\$15,080.00
Engineering Technician, Overtime (hourly)	64	\$87.00	\$5,568.00
Nuclear Density Equipment Charge (per trip)	32	\$100.00	\$3,200.00
Transportation Charge (per trip)	33	\$100.00	\$3,300.00
Project Management and Report Review (hourly)	20	\$150.00	\$3,000.00
<b><u>MECHANICAL LIME STABILIZATION</u></b>			
Moisture Density Relationship, ASTM D-698 (each)	2	\$250.00	\$500.00
Atterberg Limits (each)	6	\$85.00	\$510.00
Minus No. 200 Sieve (each)	2	\$85.00	\$170.00
Engineering Technician (hourly)	72	\$58.00	\$4,176.00
Engineering Technician, Overtime (hourly)	18	\$87.00	\$1,566.00
Nuclear Density Equipment Charge (per trip)	9	\$100.00	\$900.00
Transportation Charge (per trip)	9	\$100.00	\$900.00
Project Management and Report Review (hourly)	5	\$150.00	\$750.00
<b><u>UTILITIES</u></b>			
Moisture Density Relationship, ASTM D-698 (each)	3	\$250.00	\$750.00
Compressive Strength, Molded Soil Cement Mix. ASTM D-1633 (each)	2	\$240.00	\$480.00
Atterberg Limits (each)	3	\$85.00	\$255.00
Minus No. 200 Sieve (each)	3	\$85.00	\$255.00
Engineering Technician (hourly)	120	\$58.00	\$6,960.00
Engineering Technician, Overtime (hourly)	30	\$87.00	\$2,610.00
Nuclear Density Equipment Charge (per trip)	15	\$100.00	\$1,500.00
Transportation Charge (per trip)	15	\$100.00	\$1,500.00
Project Management and Report Review (hourly)	15	\$150.00	\$2,250.00
<b><u>AUGER CAST PILE MONITORING (INCLUDES GROUT)</u></b>			
Pile Monitoring (hourly)	216	\$75.00	\$16,200.00
Pile Monitoring, Overtime (hourly)	88	\$112.50	\$9,900.00
Test Pile Monitoring (hourly)	16	\$150.00	\$2,400.00
Grout 3x3x6 (each)	176	\$22.00	\$3,872.00
Transportation Charge (per trip)	32	\$100.00	\$3,200.00
Project Management and Report Review (hourly)	30	\$150.00	\$4,500.00
<b><u>CONCRETE</u></b>			
Concrete and Reinforcing Steel Observation (hourly)	400	\$58.00	\$23,200.00
Concrete and Reinforcing Steel Observation, Overtime (hourly)	100	\$87.00	\$8,700.00
Concrete Test Cylinders (each)	260	\$22.00	\$5,720.00
Floor Flatness (per trip)	5	\$550.00	\$2,750.00
Transportation Charge (per trip)	55	\$100.00	\$5,500.00
Project Management and Report Review (hourly)	40	\$150.00	\$6,000.00
<b><u>STRUCTURAL STEEL</u></b>			
Structural Steel Observation (hourly)	80	\$95.00	\$7,600.00
Ultrasonic Testing (hourly)	40	\$135.00	\$5,400.00
Equipment Fee (per trip)	10	\$150.00	\$1,500.00
Transportation Charge (per trip)	30	\$100.00	\$3,000.00
Project Management and Report Review (hourly)	15	\$150.00	\$2,250.00

**SPRAYED-ON FIREPROOFING**

Fireproofing (hourly)	24	\$75.00	\$1,800.00
Material Pickup (hourly)	4	\$58.00	\$232.00
Lab Density Testing (each)	6	\$55.00	\$330.00
Adhesion/Cohesion Testing (each)	6	\$55.00	\$330.00
Transportation Charge (per trip)	7	\$100.00	\$700.00
Project Management and Report Review (hourly)	5	\$150.00	\$750.00

**ESTIMATED BUDGET**

**\$179,134.00**

**ADDITIVE OPTION**

**MORTAR & GROUT**

Masonry Observation (hourly)	80	\$75.00	\$6,000.00
Mortar Cubes (each)	90	\$45.00	\$4,050.00
Grout 3x3x6 (each)	60	\$50.00	\$3,000.00
Transportation Charge (per trip)	20	\$100.00	\$2,000.00
Project Management and Report Review (hourly)	8	\$150.00	\$1,200.00

**ESTIMATED BUDGET WITH ADDITIVE OPTION**

**\$195,384.00**

Proposal No.	108143
Project Name	Ball High School South Building (Preliminary); Galveston, TX 77550
<b>PROPOSAL ASSUMPTIONS AND BASIS FOR ESTIMATE</b>	
Project Information	It is our understanding that a steel framed building with an approximate gross footprint of 56,000 square feet and associated concrete paving with a gross footprint of 142,000 square feet is to be constructed at the proposed development in Galveston, TX. We understand that waterlines, sanitary sewers, and storm drains will be installed at the proposed development.
Construction Documents	1. Enclosed budget is based on Geotechnical report dated 10/24/2024 (UES preliminary-draft), civil plans dated: 10/9/2024 and structural plans dated: 10/9/2024.
Earthwork	<ol style="list-style-type: none"> <li>1. Enclosed budget allows up to 32 inspection days to perform field density testing on the sub-grade and fill materials being placed. UES has assumed monitoring to be performed on an average, 10 hours per day basis, during these tasks. This duration could vary, up or down, depending on the schedule and production of the earthwork contractor.</li> <li>2. Building Structures: 1 density test for every 2,500 square feet and 6 inch lift</li> <li>3. Paving: 1 density test for every 5,000 square feet and 6 inch lift</li> <li>4. Atterberg Limit Test: 1 sample to be obtained for each site visit</li> </ol>
Mechanical Lime Stabilization	<ol style="list-style-type: none"> <li>1. Enclosed budget allows up to 9 inspection days to monitor 142,000 SF of subgrade that will be mechanically lime stabilized. UES has assumed that an engineering technician could be required on-site for an average of 10 hours per day basis during these tasks. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor.</li> <li>2. Lime Treated Subgrade: 1 density test for every 5,000 square feet</li> <li>3. Atterberg Limit Test: 1 sample to be obtained for each site visit</li> </ol>
Utilities	<ol style="list-style-type: none"> <li>1. Enclosed budget allows up to 15 inspection days to monitor onsite earthwork relating to utility trench backfill. UES has assumed that an engineering technician could be required on-site for an average of 10 hours per day basis during these tasks. In addition, the technician could obtain approximately 3 soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor.</li> <li>2. Utilities: 1 density test per 6-inch lift per 100 LF</li> <li>3. Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards</li> </ol>
Concrete	<ol style="list-style-type: none"> <li>1. Enclosed budget allows up to 25 inspection days to monitor concrete placement and testing. UES has assumed that an engineering technician could be required on-site for an average of 12 hours per day basis during these tasks. In addition, the technician would be on-site to mold approximately 260 test cylinders. This duration could vary, up or down, depending on the schedule and production of the contractor.</li> <li>2. Concrete cylinders will be cast at a minimum rate of 4 cylinders per mix per day or one set of four cylinders per mix per 100 CY, whichever is greater, on all pours.</li> <li>3. Paving: 1 set of 4 test cylinders every 100 cubic yards</li> <li>4. Stand-alone cylinder pickups are assumed to be required on all concrete pours.</li> </ol>
Structural Steel	<ol style="list-style-type: none"> <li>1. Enclosed budget allows up to 20 inspection days to complete all visual inspections within the building. UES has assumed monitoring to be performed on an average, 4 hours per day basis, during this task.</li> <li>2. Structural steel inspections will consist of visual inspection of welds and bolted connections.</li> <li>3. Structural Steel: 1 trip every 5,000 square feet</li> </ol>
Masonry	<ol style="list-style-type: none"> <li>1. Enclosed budget assumes collection and testing of 15 sets of 6 mortar cubes and 15 sets of 4 grout prisms for CMU walls within the building and dumpster enclosures.</li> <li>2. Stand-alone cube/prism pickups are assumed to be required on all masonry pours.</li> </ol>
General	<ol style="list-style-type: none"> <li>1. Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24 hours' notice is required to properly schedule our services. To schedule our services please contact our dispatcher at 713-360-0462 during our office hours from 7:00 AM to 5:00 PM. UES shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.</li> <li>2. UES requests that Client arranges for a coordination/scheduling meeting at the onset of each major work task (e.g., Earthwork - Buildings, Foundations, Concrete - Buildings) to verify testing and inspection scope, schedule, and assumptions.</li> <li>3. <b>During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule UES will estimate the project based on comparable project production rates and typical industry standards. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.</b></li> <li>4. All time is for a minimum of four hours or as noted and is charged Portal to Portal from UES's Houston offices.</li> <li>5. Estimate is valid for 90 days from the proposal date shown above.</li> <li>6. The contractor shall be responsible for providing a protected storage container for concrete cylinders at a point on the job site mutually agreeable with UES for the purpose of storing concrete cylinders until they are transported to the Laboratory. The container shall be constructed and equipped to maintain the environment specified for initial curing in ASTM C31 (section 10.1.2).</li> <li>7. Measurement uncertainty is not taken into account by UES when issuing statements of conformity as to whether tested items pass or fail specified values (ISO 17025-17, 7.1.3).</li> <li>8. Project Engineering services on materials engineering and testing, for consultation, analysis, report preparation and review, and supervision and scheduling of field and laboratory personnel will be charged on a "per report" basis.</li> <li>9. UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed.</li> </ol>

**UES Professional Solutions 44, LLC**  
**GENERAL CONDITIONS – TEXAS**

**SECTION 1: SCOPE OF SERVICES**

1.1 UES Professional Solutions 44, LLC (“UES”) will provide to Client the professional services described under the Scope of Services (“Services”) in the Professional Services Agreement (“Agreement”) between UES and Client to which these General Conditions form a part.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, “Addendum”) to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration (“OSHA”), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third-parties to assist it in the provision of the Services.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.

1.7 The terms “Project” and “Site” are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

**SECTION 2: PROFESSIONAL STANDARD OF CARE**

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client’s compliance with any applicable laws.

2.5 Client and Client’s personnel and contractors shall promptly inform UES of any actual or suspected defects in UES’s services, to help UES take those prompt and effective measures that in UES’s opinion will help minimize the consequences of any such defect. Client’s payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES’s services.

**SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES**

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES’s presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES’ reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (“UES INDEMNITEES”) HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY’S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER’S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES’S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services, Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

#### SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any responsibilities

with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

#### **SECTION 5: BILLING AND PAYMENT**

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

#### **SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless UES from any losses (including attorney's fees) arising from or related to such unauthorized disclosure, attribution or reliance.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

#### **SECTION 7: RISK ALLOCATION**

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF \$50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES. IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF \$1,000, UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERETO SHALL BE THE GREATER OF \$50,000 OR UP TO \$1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDUCTIBLE OR SELF INSURED RETENTION). The terms "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn join UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNITEES HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEY'S FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

#### **SECTION 8: INSURANCE**

8.1 UES represents it has Worker's Compensation insurance in force, that is has commercial general liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

#### **SECTION 9: INDEMNITY**

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT'S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

#### **SECTION 10: DISPUTE RESOLUTION**

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (i) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client

contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

#### **SECTION 11: TERMINATION**

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

#### **SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS**

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

#### **SECTION 13: SOLICITATION OF EMPLOYEES**

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

#### **SECTION 14: NO ASSIGNMENT**

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

#### **SECTION 15: GOVERNING LAW**

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

#### **SECTION 16: INTEGRATED AGREEMENT**

16.1 This Agreement, and any Addendum represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

#### **SECTION 17: NO AMENDMENT**

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

**SECTION 18: WAIVER OF JURY TRIAL**

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

**SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS**

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

**SECTION 20: HEADINGS**

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

REVISED: 3/7/24

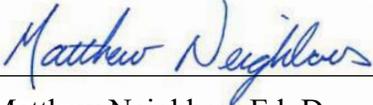
# Action Sheet

**MEETING DATE:** November 20, 2024

**AGENDA ITEM:** **Discuss and Consider Approval of Summit Fire and Security Proposal for Fire Alarm & Suppression Construction Work for Courville Stadium**

The GISD Construction Team in coordination with Coltzer Company is recommending Summit Fire and Security for Fire Alarm & Suppression construction work for Courville Stadium. Attached is the proposal in the amount of \$47,467.56. Work related to the fire alarm and suppression system has been completed in an amount \$24,995.00 in August 2024. Collectively, the amounts total above \$50,000 with the additional proposal of work.

**RECOMMENDATION:** **I move that the Board of Trustees approve the amount not to exceed \$ 72,462.56 for Summit Fire and Safety for Fire Alarm and Suppression Work at Courville Stadium, as presented.**

  
\_\_\_\_\_  
Matthew Neighbors Ed. D.  
Superintendent

  
\_\_\_\_\_  
Jeff Martello  
Chief Financial Officer



Date of Proposal: May 8, 2024

Proposal Submitted To: ZERO/SIX CONSULTING, LLC  
Address: 1027 23rd Street Rear  
Galveston, TX 77550

Attention: Zach Johnson Phone: 409.740.0090 office 281.433.7314 mobile  
zjohnson@z6consulting.com

Project Name: GISD - Courville Stadium Press Box  
Address: 1429 27th Street  
City, State: Galveston, TX, 77550

### **SCOPE OF WORK**

Install new voice evacuation fire alarm system for notification, elevator recall, and monitoring fire sprinkler system.

### **EXCLUSIONS**

- Patching and painting of any holes in walls or ceilings
- Any AC High Voltage (120V) work
- Duct Detectors
- Piping or Conduit
- Lifts or scaffolding
- Cell unit and monitoring if needed (Requires a separate quote and monitoring agreement)
- After-hours Labor
- A.H.J requirements that are above and beyond the NFPA codes.
- BDA related work, would require a separate quote
- Tax

Payment of Contract Price: Owner shall pay Summit Fire & Security the final Contract Price as follows: \$47,467.56.

Completion of the Project: Summit Fire & Security offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the scope of work. This Proposal shall be Valid for 30 days, after 30 days the cost of parts will need to be updated and a new quote sent. Any quote with a total amount due of \$2,000.00 or more requires a 50% deposit upon acceptance.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit Fire & Security and Owner.

SUMMIT FIRE & SECURITY LLC:

By: Matt Lyons

Signature

Matt Lyons

Print Name

Summit Fire & Security

218 N. Preston

Pasadena TX 77503

[slyons@summitfiresecurity.com](mailto:slyons@summitfiresecurity.com)

Phone: 713-455-0296

Cell: 409-682-6298

### **OWNER ACCEPTANCE OF PROPOSAL**

Summit Fire & Security's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the Attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit Fire & Security and Owner.

108

OWNER:

By: James Grant

Signature

JAMES GRANT

Print Name

10-31-24

Date

### **SUMMIT FIRE & SECURITY LLC PROPOSAL AND CONTRACT GENERAL CONDITIONS**

These General Conditions are attached to and made a part of the Summit Fire & Security Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire & Security Fire," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

- 1. Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
- 2. Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire & Security and Owner by a written change order signed by Summit Fire & Security and Owner. Summit Fire & Security reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire & Security will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire & Security shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
- 3. Limited Warranty.** All materials and labor supplied by Summit Fire & Security will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire & Security will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire & Security provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire & Security shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire & Security in connection with Summit Fire & Security Fire's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire & Security based on Summit Fire & Security Fire's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire & Security Fire. Summit Fire & Security Fire's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire & Security Fire, and/or its

agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.

4. Taxes. Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire & Security and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price
5. Unavoidable Delays. To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire & Security Fire.
6. Access. Owner shall allow Summit Fire & Security to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire & Security personnel.
7. Risk of Loss. Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire & Security until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire & Security shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire & Security other rights and remedies.
8. Limitation of Liability and Remedies. The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire & Security under this Contract, Owner agrees that the maximum liability of Summit Fire & Security shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire & Security Fire.
9. Owner's Failure to Pay. If Owner fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire & Security may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Contract.
10. Binding Arbitration Agreement. Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire & Security Fire, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire & Security agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire & Security are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire & Security agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Nevada Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire & Security agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Clark County, Nevada. Summit Fire & Security expressly reserves all mechanics lien rights under Nevada Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract..
11. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Nevada. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.