

**NOTICE OF REGULAR MEETING  
GALVESTON COMMUNITY COLLEGE DISTRICT  
BOARD OF REGENTS**

In compliance with the Open Meetings Act, Texas Government Code, Section 551.041, notice is hereby given that a Regular Meeting of the Galveston Community College District Board of Regents will be held on **Wednesday, September 8, 2021**, at 5:30 PM in Room M-220 Galveston College, 4015 Avenue Q, Galveston, Texas 77550.

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

**- AGENDA -**

- I. Call to Order Regular Meeting**
- II. Moment of Silence and Pledge of Allegiance
- III. Certification of Posting Notice of Regular Meeting
- IV. Recognition of Guests
- V. Consider Approval of Minutes from Regular Meeting of August 11, 2021, and Public Hearing and Special Meeting of August 18, 2021 (*Action Item*) 4
- VI. Citizens Desiring to Appear Before the Board on Agenda and Non-agenda Items (*Please complete a request card prior to the start of the meeting. The Board Chairperson may limit the time of appearance before the Board to three minutes.*)
- VII. Informative Reports:
  - 1. Student Success Story (*Dr. W. Myles Shelton*) 18
  - 2. Monthly Financial Reports - August (*Mr. M. Jeff Engbrock*) 19
  - 3. Presentation of Chief Executive Officer Report Under Texas Education Code, Section 51.253(c) for the 2020-21 Academic Year - Third and Fourth Quarters (*Dr. W. Myles Shelton*) 20
- VIII. Consideration of Consent Agenda 23  
(*The purpose of the consent agenda is to allow the Board to identify and approve action items which require no additional information or discussion and for which there is unanimous approval. Regents receive agenda materials in advance of the meeting to prepare for the business to be conducted.*)
- IX. Action Items:
  - 1. Consider Approval of Facilities Committee Recommendation Regarding Schematic Design of New Facility to Support Nursing and Health Sciences Programs 25
  - 2. Consider Approval of Facilities Committee Recommendation Regarding Landscaping Construction Plans for Charlie Thomas Family Applied Technology Center 26
  - 3. Consideration and Approval of Resolution Approving Engagement Agreement for Bond Counsel and Approval of Other Matters in Connection Therewith 27
  - 4. Consideration and Approval of Resolution Accepting Offer to Purchase Tax Foreclosed Property Located on Bolivar Peninsula Described as Lots 134 and 135, Bay-Vue Addition, Jones Shaw Survey, Abstract 179, Page 12, in the County of Galveston, Texas 42

5. Consider Acceptance of Fiscal Year 2020-21 Fourth Quarter Investment Report	57
6. Consider Acceptance of U.S. Department of Education TRIO - Student Support Services Grant Award - Building Bridges to Success for Project Year 2021-22	58
7. Consider Ratifying Acceptance of Texas Higher Education Coordinating Board Carl D. Perkins Career and Technical Education Basic Grant Award for Program Year 2021-22	63
8. Consider Acceptance of National Science Foundation Grant Award - HSI Institutional Transformation Project: Unified Community of Support - Building Capacity of STEM Transfer Students' Success (UCS-STSS) for Project Years 2021-2024	65
9. Consider Approval of Proposal for Hands-Free Auto Door Operators for Restrooms	66
10. Consider Ratifying Approval of Interlocal Cooperation Contract Between Galveston College and The University of Texas at Austin to Provide Internet Services	67
11. Consider Approval of Proposal to Purchase and Implement Scholarship Management System	73
12. Consider Approval of Proposed COVID-19 Vaccination Opportunity and Incentive Program for Faculty, Staff, and Students Using Higher Education Emergency Relief Fund III (HEERF III) Institutional Grant Funds	74
13. Consider Ratifying Appointment of Full-time Instructor	77
14. Consider Acceptance of Faculty Resignations	78
15. Consider Acceptance of Faculty Retirement	79
16. Consider Appointment of Voting Delegate and Alternate for the 2021 Association of Community College Trustees (ACCT) Leadership Congress	80
17. Consider Nominating Directors to Galveston Central Appraisal District's Board of Directors by Adoption of Resolution	81
X. Special Reports and Comments:	
1. Student Representative	
2. Faculty Representative ( <i>Ms. L. Janene Davison</i> )	
3. President ( <i>Dr. W. Myles Shelton</i> )	
4. Regents	
5. Chairperson ( <i>Ms. Karen F. Flowers</i> )	
XI. Adjournment to Closed/Executive Session in Room M-220: The Board of Regents, as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, reserves the right to enter into a closed/executive session under the following provision of the Act: Section 551.072 - Deliberations about Real Property, to deliberate the purchase and value of real property to avoid any detrimental effect on the position of the College in negotiations with third parties.	87
XII. <b>Reconvene Regular Meeting (Open Meeting) in Room M-220</b>	
XIII. Action Items: ( <i>Continued</i> ) See Action Item No. 18	88
XIV. Adjournment	

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The notice for this meeting was posted on September 3, 2021, in compliance with the Texas Open Meetings Act.

W. Myles Shelton, Ed.D., President

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF REGENTS  
GALVESTON COMMUNITY COLLEGE DISTRICT  
4015 Avenue Q  
Galveston, Texas 77550  
Room M-220 – Moody Hall  
August 11, 2021  
5:30 p.m.**

At the Regular Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, August 11, 2021, in Room M-220 of Moody Hall, commencing at 5:30 p.m., the following Regents were present:

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

Faculty and staff present included Dr. W. Myles Shelton, President, Ms. Carmen Allen, Ms. Veronica Atterberry, Ms. Carla Biggers, Mr. Ron Crumedy, Ms. L. Janene Davison, Mr. M. Jeff Engbrock, Mr. Daniel Fink, Ms. Carol Langston, Dr. Cissy Matthews, Dr. Sandra Metoyer, Dr. Van Patterson, Dr. Ana Sanchez, and Dr. Tirizia York.

- I. CALL TO ORDER REGULAR MEETING:** Chairperson Flowers opened the Regular Meeting at 5:31 p.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE:** Ms. Flowers began with a moment of silence and asked Mr. Cantini to lead the Pledge of Allegiance.
- III. CERTIFICATION OF POSTING NOTICE OF REGULAR MEETING:** Dr. Shelton confirmed that the notice of the Regular Meeting had been properly posted on August 5, 2021.
- IV. RECOGNITION OF GUESTS:** Mr. M. Theron Waddell, Mr. Cutberto Medina, Ms. Cindy Roberts-Gray, and Ms. Kate Ledwith were recognized as guests attending the meeting.
- V. CONSIDER APPROVAL OF MINUTES FROM REGULAR MEETING OF JUNE 9, 2021, BOARD RETREAT / SPECIAL MEETING OF JUNE 21, 2021, AND BUDGET WORKSHOP AND SPECIAL MEETING OF AUGUST 4, 2021:** A reading of the minutes was waived. Ms. Longoria moved to approve the minutes as published; Mr. Hughes seconded. The motion passed unanimously.

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

**VII. INFORMATIVE REPORTS:**

1. Student Success Story: Dr. Shelton introduced this agenda item and Dr. Sandra Metoyer, Title V Project Director, and Dr. Ana Sanchez, Division Director of Science and Business, who presented the student success story. They gave a recap of this year's study abroad to Costa Rica in June with two of the seven students who participated, Mr. Cutberto Medina and Ms. Kate Ledwith. They shared their experiences following a video of the 2018 and 2021 study abroad. A handout was distributed with details about the experience and a qualitative evaluation report by the program evaluator. Dr. Metoyer noted the affordability of the travel and the diversity of the participants. Funds for the seven students and two faculty were provided through the National Science Foundation (NSF) grant for STEM Scholarships. In response to a question, Dr. Metoyer explained the criteria for selecting the students who were recruited.
2. Monthly Financial Reports – June and July: Mr. M. Jeff Engbrock, Comptroller/CFO, presented the financial reports for the months of June and July 2021. The July report was reviewed. With 91.7 percent of the year completed, income generated was \$23,611,640, or 101.0 percent of the revenue budget. He summarized the status of each major source of revenue. Mr. Engbrock reported that total expenses were \$18,424,242, or 78.8 percent of the fiscal year 2020-21 expenditure budget. They are historically tracking with other fiscal years.
3. Public Junior College Safety and Security Audit Report: Dr. Van Patterson, Vice President for Administration and Student Services, presented the College's Public Junior College Safety and Security Audit Report. Texas Education Code 37.108 states that at least once every three years each public community college district shall conduct a safety and security audit of the district's facilities and its report presented to the governing board. There were 681 questions and 14 members on the committee that provided information. A copy was included in the Board Report. Dr. Patterson said one benefit that came from this evaluation related to automated external defibrillators (AEDs). It was discovered that more units were needed on campus. A grant was written requesting additional AEDs. Twelve units were provided and the maintenance staff installed the last one today. A sufficient number of AEDs with signage are located at the main campus and the Charlie Thomas Family Applied Technology Center. Dr. Patterson concluded that overall the College is in good shape.

**VIII. CONSIDERATION OF CONSENT AGENDA:** Ms. Flowers proceeded with the Consent Agenda. Mr. Sunseri moved to approve the Consent Agenda and Action Item Nos. 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20; Ms. Longoria seconded. The motion passed unanimously. A copy of the Consent Agenda is attached as **Exhibit A**.

## IX. ACTION ITEMS:

1. Consider Approval of Proposal for Police Services and Authorize College President to Execute the Interlocal Governmental Agreement: Dr. Shelton reported that a request for proposals for police services was issued. Two responses were received. One proposal was incomplete and not considered. The Galveston County Sheriff's Office (GCSO) submitted a proposal with two options: Option 1 provides services five days per week (current security) and Option 2 provides services 24 hours, 7 days per week. Dr. Shelton said the cost is consistent with the amount budgeted for the next fiscal year. He noted that the proposal is based on current salaries and is subject to change on October 1, 2021, with an increase in salary rates. According to the proposal, the College would have to adjust the pricing. The proposed budget allocates funds for the potential increase in the County's compensation schedule for the sheriffs. Staff recommended Option 1 from the GCSO for \$465,172.47. Mr. Cantini moved to approve staff's recommendation; Mr. Hughes seconded. Mr. Sunseri said he would abstain from voting and gave his reason. The motion passed by a vote of 7-0-1. Note: The contract term would be for three years beginning August 15, 2021, and shall end on August 14, 2024 at midnight, with the option of two one-year renewals. The source of funding would be the Education and General Fund – Campus Security – Contracted Services account (11-41130-51210). Upon approval, a new Interlocal Governmental Agreement for Law Enforcement Services between the County of Galveston and the Galveston Community College District will be drafted based upon the contents of this proposal.
2. Consider Approval of Facilities Committee Recommendation Regarding Responses to Request for Qualifications for Bond Counsel Services: Ms. Flowers turned the floor over to Mr. Michael B. Hughes, Chairperson of the Facilities Committee. Mr. Hughes reported that the Board Facilities Committee met prior to the Regular Board Meeting to review and discuss the responses to a request for qualifications for bond counsel services. These services will be needed to issue bonds for the new instructional building. Six responses were received for the RFQ. After reviewing and rating the RFQ responses, staff invited two firms for interviews: Orrick, Herrington & Sutcliffe, LLC, and Hunton Andrews Kurth LLP. It was staff's recommendation to proceed with contract negotiations with Orrick, Herrington & Sutcliffe. If an agreement on contract terms cannot be reached, negotiations with the second firm would begin. The contract will be presented to the Board for consideration after it is negotiated. It was the Committee's recommendation and Mr. Hughes moved to accept staff's recommendation and authorize the College President to move forward to finalize a contract for bond counsel services; Ms. Unbehagen seconded. The motion passed unanimously.
3. Consider Approval of Facilities Committee Recommendation Regarding Proposal for Cast Aluminum Plaque Located at the Abe and Annie Seibel Foundation Student Residences: Mr. Hughes reported that the Facilities Committee reviewed and discussed proposals for a cast aluminum plaque to be located at the Abe and Annie Seibel Foundation Student Residences. Staff acquired three proposals and

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

recommended Humble Sign Co. for a cost of \$10,581.60. It was the Committee's recommendation and Mr. Hughes moved to accept the proposal from Humble Sign Co. for the design, fabrication, and installation of the cast aluminum plaque; Ms. Unbehagen seconded. The motion passed unanimously.

4. Consider Approval of Facilities Committee Recommendation Regarding Procurement Methods for New Facility to Support Nursing and Health Science Programs: Mr. Hughes said the Facilities Committee also reviewed and discussed procurement methods for the construction of the new instructional building. The President and architects presented comparisons between a general contractor with competitive bidding and a construction manager-at-risk (CMAR). After discussion, it was decided that a construction manager-at-risk would be the best method for this project. Therefore, it was the Committee's recommendation and Mr. Hughes moved to approve the construction manager-at-risk method for the new facility; Ms. Longoria seconded. The motion passed by a vote of 7-1-0 with Ms. Unbehagen opposing.
5. Consider Approval of Proposal for Phone System Replacement: The Board unanimously approved the proposal to purchase hardware and professional services from vendor DataVox (DIR-TSO-4167) to replace the institution's phone system with a Cisco-hosted solution. This proposal encompasses a five-year contract with a first-year cost of \$166,744 that includes new hardware, setup, and configuration services with annual costs of \$53,600. The total five-year investment is \$381,144. The phone system itself is provided by vendor IntelPeer who was sourced by DataVox as one of a select group of providers that has been Cisco-approved as a Cloud-Connected Provider (CCP) for WebEx Calling. DataVox charges for the first year total \$143,671. IntelPeer charges are \$23,073. The source of funding is various fiscal year 2021-22 institutional funds. This item was passed in the Consent Agenda.
6. Consider Approval of Proposal to Refresh Ricoh Multifunction Copier/Printer Fleet: The Board unanimously approved the proposal to refresh the Ricoh multifunction copier/printer fleet. This proposal is to lease Ricoh (DIR-CPO-4435) enterprise-class, multi-function copiers. It also includes purchasing Hewlett Packard (HP) standalone, multifunction printer/copier/scanners from vendor SHI (TIPS 200105) in the first year. The total project encompasses a four-year Ricoh contract, with the yearly leasing costs of \$46,929.48, software and support for Ricoh systems of \$26,255.52, and HP purchasing cost in the first year equaling \$6,546.56. The total four-year lease is \$292,740, and the total cost of the refresh is \$299,286.56. The source of funding is various fiscal year 2021-22 institutional funds. This item was passed in the Consent Agenda.
7. Consider Approval of Change Order to Existing Contract with Ferrilli to Purchase and Implement Automated Degree and Certificate Evaluator Software: The Board unanimously approved a change order to the existing contract with Ferrilli to purchase and implement automated degree and certificate evaluator software

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

for a total cost of \$25,500 for this dedicated project plus travel and expenses. The source of funding is the Higher Education Emergency Relief Fund II (HEERF II) grant. This item was passed in the Consent Agenda.

8. Consider Approval of Change Order to Existing Contract with Ferrilli for Assessment of Key Departments and Business Practices on Campus: The Board unanimously approved a change order to the existing contract with Ferrilli to assess key departments and business practices on campus for a total cost of \$48,000. Areas and processes to be assessed are Financial Aid, Registrar, General Ledger and Accounts Payable, and Student Accounts. A detailed report will be presented that includes findings and recommendations for improvement. The source of funding is the HEERF III grant. This item was passed in the Consent Agenda.
9. Consider Approval of Proposed Salary Schedules, Part-time Classification and Compensation Schedule, Adjunct and Overload Pay, and Program Coordinator/Director and Division Director Stipends to be Effective September 1, 2021: The Board unanimously approved the proposed salary schedules, part-time classification and compensation schedule, adjunct and overload pay, and program coordinator/director and division director stipends to be effective September 1, 2021. This item was passed in the Consent Agenda.
10. Consider Approval to Renew HVAC Service and Repair Annual Contracts: The Board unanimously approved the renewal of contracts for HVAC service and repair from AMS of Houston as the primary vendor and Gowan, Inc. as the secondary vendor. This is a 12-month contract beginning September 1, 2021, through August 31, 2022, with optional annual renewals for up to three additional years. The source of funding is the Education and General Fund budget or other funds appropriated or allocated to the College (i.e. grants). This item was passed in the Consent Agenda.
11. Consider Ratifying Approval of Freeze Damage Cleanup by Landscaping Maintenance Services Contractor and Authorize Payment for Services: The Board unanimously ratified the landscaping freeze damage cleanup as a result of the winter storm and authorized payment for these services. Beach Town Lawn Service LLC, the College's landscaping maintenance services contractor, submitted an invoice for \$12,213 for payment. The source of funding is the Education and General Fund – Grounds Maintenance – Contracted Services Account (11-61040-51210). This item was passed in the Consent Agenda.
12. Consider Ratifying Payment to Renew Workers' Compensation Coverage Through Texas Association of School Boards (TASB) Risk Management Fund: The Board unanimously ratified the payment of \$16,602 to renew workers' compensation aggregate deductible policy through the TASB Risk Management Fund. At the June 9, 2021 Regular Meeting, the Board authorized renewal of this coverage. TASB had not quoted an amount for the premium at that time. The

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

policy period would be September 1, 2021, through August 31, 2022. This item was passed in the Consent Agenda.

13. Consider Ratifying Payment to Renew Unemployment Coverage Through Texas Association of School Boards (TASB) Risk Management Fund: The Board unanimously ratified the payment of \$26,000 to renew unemployment compensation coverage through the TASB Risk Management Fund. At the June 9, 2021 Regular Meeting, the Board authorized renewal of this coverage. TASB had not quoted an amount for the premiums at that time. The policy period would be October 1, 2021, through September 30, 2022. This item was passed in the Consent Agenda.
14. Consider Approval to Amend 2021-22 and 2022-23 Academic Calendars: The Board unanimously approved amending the academic calendars for 2021-22 and 2022-23 to include observing Juneteenth National Independence Day on June 20, 2022, and June 19, 2023. This item was passed in the Consent Agenda.
15. Consider Acceptance of U.S. Department of Education Higher Education Emergency Relief Fund-MSI at Galveston College Supplemental Funds (HEERF III MSI): The Board unanimously accepted this \$233,612 grant award. These emergency relief funds were awarded to the College as a minority-serving institution with both Title II and Title V grants. With the additional funds, the total award is \$458,813 for the term of the grant (June 1, 2020, through March 3, 2022). This item was passed in the Consent Agenda.
16. Consider Ratifying Acceptance of Greater Texas Foundation's *Emergency Aid and Technical Assistance for Texas Community Colleges* Grant Award for Grant Period September 1, 2021 to August 31, 2024: The Board unanimously accepted the Greater Texas Foundation's *Emergency Aid and Technical Assistance for Texas Community Colleges* grant award for grant period September 1, 2021, to August 31, 2024. The amount of this award is \$122,500. This item was passed in the Consent Agenda.
17. Consider Acceptance of U.S. Department of Education TRIO – Upward Bound Program Grant Award for Project Year 2021-22: The Board unanimously accepted the U.S. Department of Education TRIO – Upward Bound Program Grant Award for project year 2021-22 in the amount of \$297,601. The budget period is September 1, 2021, through August 31, 2022. This item was passed in the Consent Agenda.
18. Consider Acceptance of U. S. Department of Education Title V Grant Award – Developing Hispanic-Serving Institutions (DHSI) Program for Project Year 2021-22: The Board unanimously accepted the U.S. Department of Education Title V Grant Award – Developing Hispanic-Serving Institutions (DHSI) Program for project year 2021-22 in the amount of \$549,996. The budget period is October 1, 2021, through September 30, 2022. This item was passed in the Consent Agenda.

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

19. Consider Ratifying Appointment of Full-time Instructors: The Board unanimously ratified the appointments of Angie Hoermann, Associate Degree and Vocational Nursing Instructor (9-month, tenure track), at an annual salary rate of \$52,359; Anastasia Silvas, Associate Degree Nursing Clinical Instructor (9-month, tenure track) at an annual salary rate of \$55,770; Jerrod Tynes, Biology Instructor (9-month, tenure track) at an annual salary rate of \$52,584; and Sandra Hayden, Radiation Therapy Program Director (12-month, tenure track) at an annual rate of \$74,361. This item was passed in the Consent Agenda.
20. Consider Conferment of Faculty Tenure: The Board unanimously conferred the tenure of Mr. Daniel Fink. He successfully completed the application process for tenure and secured the recommendations of Dr. Shelton, his supervisors, and the Rank, Tenure, and Sabbatical Committee. This status change would begin with the 2021-22 academic year. This item was passed in the Consent Agenda.
21. Consider Approval of Fiscal Year 2021-22 Regular Board Meeting Dates: Dr. Shelton presented this agenda item. The following Regular Meeting dates for fiscal year 2021-22 were proposed by staff for Board approval: September 8, 2021, October 20, 2021, November 10, 2021, January 12, 2022, February 16, 2022, March 9, 2022, April 13, 2022, May 11, 2022, June 8, 2022, and August 10, 2022. He noted that the October 2021 and the February 2022 meetings are scheduled a week later due to a conflict with ACCT conferences. The schedule does not include a December 2021 or a July 2022 meeting but they are subject to the call of the Board Chairperson. Ms. Unbehagen moved to approve the Regular Meeting dates as presented; Mr. Hughes seconded. The motion passed unanimously.
22. Consider Ratifying Nomination of Small College Director for Community College Association of Texas Trustees (CCATT) Board of Directors Through Letter of Nomination Support: CCATT was accepting nominations for positions on its Board of Directors through August 2, 2021. Mr. Cantini expressed his interest in serving another term as a small college director on that Board. A Letter of Interest from him and a Letter of Nomination Support signed by the Board Chair were needed to be considered as a nominee. Dr. Shelton said a copy of the letter from Ms. Flowers was provided to the Board for its ratification. He stated that as of today, Mr. Cantini was unopposed. Ms. Unbehagen moved to ratify Mr. Cantini's nomination to serve on the CCATT Board of Directors; Ms. Longoria seconded. The motion passed unanimously. Ms. Flowers and others thanked Mr. Cantini for his service.

## **X. SPECIAL REPORTS AND COMMENTS:**

1. Student Representative: There was no student representative report presented.
2. Faculty Representative: Ms. L. Janene Davison, President of the Faculty Senate, presented the faculty representative report. Over the summer, there were two faculty member accomplishments of note. A couple of years ago, Dr. Shane

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

Wallace and Mr. Michael Berberich applied for a National Endowment for Humanities grant. Both have continued to serve as grant evaluators for the NEH Foundation. Recently, Mr. Berberich was commended for some of his work on that committee. He asked Ms. Davison to inform the Board that the Galveston College grant is still posted on the NEH website as an exemplary grant for other institutions to use as a model. Also recently, Dr. Laimutis Bytautas had a publication in the *Theoretical Chemistry Accounts Journal*. He was a co-author of an article titled, "Hückeloid Model for Planar Boranes." Ms. Davison commented on these faculty members' contributions to their fields of study as community college faculty and for staying abreast, which contributes to their effectiveness as faculty and teachers. Going forward with COVID, faculty is anticipating making accommodations for students who have to quarantine or providing teaching methods for overall student success.

*Mr. Lewis signed out at 6:12 p.m.*

3. President: Dr. Shelton acknowledged the work performed by the Facilities Department staff over the summer in preparation for the fall semester. He pointed out the paint job in the meeting room. The President also commented on the impact of the virus and said the College is encouraging faculty, staff, and students to wear masks, get vaccinated, follow social distancing protocols, and other known things that work. He gave an update on positions taken by other school districts. Plans for the College have not been determined for classes beginning on August 30<sup>th</sup>. Dr. Shelton responded to a question regarding the percentage of faculty, staff, and students who are vaccinated. A recent poll of student-athletes who volunteered to respond indicated 50 percent had been vaccinated. An on-campus vaccination clinic will be conducted on September 15<sup>th</sup>. Plans are being looked at for incentive programs for faculty, staff, and students using HEERF money.

Dr. Shelton reported that \$1.36 million have been distributed to Galveston College students from HEERF. Subsequent awards of \$2.7 million in new HEERF grant funds are available to students this fall and next spring. Additionally, he noted the \$122,500 grant from Greater Texas Foundation accepted earlier will add to the College's budget for student emergency funds. There is \$2.118 million in institutional money. Dr. Shelton outlined how some of these funds have been spent and assured the Board that the money will be spent wisely and correctly.

4. Regents: Ms. Flowers asked if any of the Regents had a report or comment to submit. There were no other reports or comments from the Regents.
5. Chairperson: Ms. Flowers announced that the Board of Regents will convene on Wednesday, August 18<sup>th</sup>, at 8:00 a.m., in Room M-220 for the public hearing on the proposed budget and proposed tax rate. Following the public hearing, the Board will consider adopting both. She closed by thanking everyone who

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

attended the meeting and commended all for maneuvering around the COVID roadblocks.

**XI. ADJOURNMENT:** There being no further business to come before the Board, the Regular Meeting adjourned at 6:32 p.m.

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Michael B. Hughes, Secretary

APPROVED AS CORRECT:

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Karen F. Flowers, Chairperson

## EXHIBIT A

Agenda Item VIII (Action Item)

Board Meeting 8/11/21

### Consideration of Consent Agenda

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

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

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

Tally of  
Action Items:

	<u>Consent Agenda</u>	<u>President Recommended Separate Action</u>	<u>Board Separate Action</u>	<u>Page #</u>
#1 – Approve Proposal for Police Services and Authorize College President to Execute the Interlocal Governmental Agreement	_____	_____✓_____	_____	103
#2 – Approve Facilities Committee Recommendation Regarding Responses to RFQ for Bond Counsel Services	_____	_____✓_____	_____	104
#3 – Approve Facilities Committee Recommendation Regarding Proposal for Cast Aluminum Plaque at Student Residences	_____	_____✓_____	_____	105
#4 – Approve Facilities Committee Recommendation Regarding Construction Contracting Methods for New Facility	_____	_____✓_____	_____	107
#5 – Approve Proposal for Phone System Replacement	_____✓_____	_____	_____	108
#6 – Approve Proposal to Refresh Ricoh Multifunction Copier/Printer Fleet	_____✓_____	_____	_____	109
#7 – Approve Change Order to Existing Contract with Ferrilli to Purchase and Implement Automated Degree and Certificate Evaluator Software	_____✓_____	_____	_____	111
#8 – Approve Change Order to Existing Contract with Ferrilli for Assessment of Key Departments and Business Practices on Campus	_____✓_____	_____	_____	112
#9 – Approve Salary Schedules, Part-time Classification and Compensation Schedule, Adjunct and Overload Pay, and Program Coordinator/Director and Division Director Stipends to be Effective September 1, 2021	_____✓_____	_____	_____	113
#10 – Approve Renewal of HVAC Service and Repair Annual Contracts	_____✓_____	_____	_____	118

#11 – Ratify Approval of Freeze Damage Cleanup by Landscaping Maintenance Services Contractor and Authorize Payment for Services	✓			119
#12 – Ratify Payment to Renew Workers’ Compensation Coverage through TASB	✓			120
#13 – Ratify Payment to Renew Unemployment Coverage through TASB	✓			121
#14 – Amend 2021-22 and 2022-23 Academic Calendars	✓			122
#15 – Accept HEERF III MSI Supplemental Grant Award	✓			126
#16 – Ratify Acceptance of Greater Texas Foundation’s <i>Emergency Aid and Technical Assistance of Texas Community Colleges</i> Grant Award for Grant Period 9/1/21 to 8/31/24	✓			131
#17 – Accept DOE TRIO Upward Bound Program Grant Award for Project Year 2021-22	✓			133
#18 – Accept DOE Title V Grant Award – Developing Hispanic-Serving Institutions Program for Project Year 2021-22	✓			137
#19 – Ratify Appointment of Full-time Instructors	✓			142
#20 – Confer Faculty Tenure	✓			143
#21 – Approve FY 2021-22 Regular Board Meeting Dates		✓		144
#22 – Ratify Nomination of Small College Director for CCATT Board of Directors Through Letter of Nomination Support		✓		145

**MINUTES OF THE PUBLIC HEARING AND SPECIAL MEETING  
OF THE BOARD OF REGENTS  
GALVESTON COMMUNITY COLLEGE DISTRICT  
4015 Avenue Q  
Galveston, Texas 77550  
Room M-220 – Moody Hall  
August 18, 2021  
8:00 a.m.**

At the Public Hearing and Special Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, August 18, 2021, in Room M-220 of Moody Hall, commencing at 8:00 a.m., the following Regents were present:

Ms. Karen F. Flowers, Chairperson  
Mr. Fred D. Raschke, Vice Chairperson  
Mr. Michael B. Hughes, Secretary  
Mr. Armin Cantini  
Mr. Raymond Lewis, Jr. (*via Zoom*)  
Ms. Mary R. Longoria  
Ms. Rebecca Trout Unbehagen

Faculty and staff present included Dr. W. Myles Shelton, President, Ms. Carla Biggers, Mr. Ron Crumedy, Mr. M. Jeff Engbrock, Ms. Carol Langston, Dr. Cissy Matthews, Dr. Van Patterson, and Dr. Tirizia York.

- I. CALL TO ORDER PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2021-22 AND THE PROPOSED 2021 TAX RATE:** Chairperson Flowers opened the Public Hearing at 8:00 a.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE:** Ms. Flowers began with a moment of silence and asked Mr. Raschke to lead the Pledge of Allegiance.
- III. CERTIFICATION OF PUBLISHING AND POSTING NOTICES OF PUBLIC HEARING:** Dr. Shelton confirmed that a notice of the Public Hearing on the proposed budget had been published on August 6, 2021, and a notice of the Public Hearing on the proposed tax rate was published on August 10, 2021, both in *The Daily News* and posted on August 13, 2021.
- IV. RECOGNITION OF GUESTS:** There were no individuals recognized as guests attending the meeting.
- V. PRESENTATION ON THE PROPOSED BUDGET FOR FISCAL YEAR 2021-22 AND THE PROPOSED 2021 TAX RATE:** Dr. Shelton presented the Proposed Budget for Fiscal Year 2021-22. It is the same budget that was reviewed in the budget workshops in June and earlier this month and adopted as the proposed budget. The Education and General Fund (Fund 11) is a balanced budget totaling \$25,338,529, an 8.4 percent increase over the prior year, or (\$1,971,784). He noted highlights of the revenues and expenditures.

**V. PRESENTATION ON THE PROPOSED BUDGET FOR FISCAL YEAR 2021-22 AND THE PROPOSED 2021 TAX RATE: (Continued)**

A proposed tax rate of \$0.146188 per \$100 of taxable property value was adopted for the 2021 tax year, which was determined to be sufficient to fund this proposed budget. It is a \$0.013 reduction in the tax rate resulting in a \$13.00 decrease in taxes on a \$100,000 property. The proposed tax rate is below the voter-approval tax rate (rollback) of \$0.146608 per \$100. Dr. Shelton reviewed the Tax Rate Adoption Worksheet provided to the Board showing calculations and comparisons related to the maintenance and operations tax rate.

This proposed budget includes a salary increase for employees, personnel changes required by accreditation standards or for new programs, increases in contracted services, and funds for an anticipated increase in travel.

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

**VII. ADJOURN PUBLIC HEARING:** The public hearing was adjourned at 8:10 a.m.

**VIII. CALL TO ORDER SPECIAL MEETING:** Chairperson Flowers opened the Special Meeting at 8:11 a.m. in Room M-220 of Moody Hall. A quorum was present.

**IX. CERTIFICATION OF POSTING NOTICE OF SPECIAL MEETING:** Dr. Shelton confirmed that the notice of the Special Meeting had been properly posted on August 13, 2021.

**X. ACTION ITEMS:**

1. Consider Adoption of Budget for Fiscal Year 2021-22: Mr. Hughes moved to approve the budget for fiscal year 2021-22 as presented; Mr. Raschke seconded. The motion passed unanimously.
2. Consider Adoption of Resolution Levying 2021 Property Tax Rate for Maintenance and Operations of the Galveston Community College District: A resolution providing for the levying of the tax rate for 2021 was presented for adoption. Mr. Hughes moved that the property tax rate be increased by the adoption of a tax rate of \$0.146188 per \$100 of taxable value, which is effectively an 8.28 percent increase above the no-new-revenue tax rate. He further moved that the Board adopt the resolution levying the College's 2021 property tax rate for maintenance and operations as presented; Ms. Longoria seconded. The motion passed unanimously.

Dr. Shelton reminded everyone of the General Assembly on Friday, August 20, 2021, at the Galveston Island Convention Center at The San Luis Resort beginning at 8:30 a.m. He commented on the surge of the COVID-19 (Delta) virus and keeping in mind what the College can do legally to keep the faculty, staff, and students safe.

**XI. ADJOURN SPECIAL MEETING:** There being no further business to come before the Board, the Special Meeting adjourned at 8:15 a.m.

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Michael B. Hughes, Secretary

APPROVED AS CORRECT:

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Karen F. Flowers, Chairperson

Student Success Story

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

Monthly Financial Reports – August

Mr. M. Jeff Engbrock, Comptroller/CFO, will present the monthly financial reports for August 2021. These reports, outlining expenditures, encumbrances and pre-encumbrances through August 31, 2021, are not included in this Board Report. The following reports, representing 12 months of operations during fiscal year 2020-21, will be provided prior to the meeting.

**Education and General Fund:**

Revenue Summary Sheet

Expenditure Summary Sheet

Summary Revenue/Expenditure Report

Detail Revenue/Expenditure Report by State Classification

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

Summary Revenue/Expenditure Report by State Classification

**Student Services / Student Activity Fund:**

Summary Revenue/Expenditure Report by State Classification

**Construction Fund:**

Summary Revenue/Expenditure Report

Presentation of Chief Executive Officer Report Under Texas Education Code,  
Section 51.253(c) for the 2020-21 Academic Year – Third and Fourth Quarters

During the 86<sup>th</sup> Texas Legislative Session, Senate Bill No. 212 was passed amending SECTION 1. Chapter 51, Education Code by adding Subchapter E-2. This act addresses reporting incidents of sexual harassment, sexual assault, dating violence, and stalking. Section 51.253 outlines the administrative reporting requirements that include submission by the chief executive officer to the institution’s governing body at least once during each fall or spring semester of those reports received under Section 51.252.

Dr. W. Myles Shelton, the College’s chief executive officer, will present the report for the third and fourth quarters of the 2020-21 academic year.



## Chief Executive Officer Report

TO: **Galveston College Board of Regents**  
FROM: **W. Myles Shelton, President**  
DATE: **September 8, 2021**  
RE: **Chief Executive Officer Reporting Requirements under Tex. Educ. Code § 51.253(c)**

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Under the Texas Education Code (TEC), Section 51.253(c), the institution's Chief Executive Officer is required to submit a report at least once during each fall or spring semester to the institution's governing body and post on the institution's internet website a report concerning the reports received by employees under the TEC, Section 51.252, concerning "sexual harassment," "sexual assault," "dating violence," or "stalking" as defined in the TEC, Section 51.251, and any disciplinary actions taken under TEC, Section 51.255.

For the purposes of complying with the Chief Executive Officer's reporting requirements under TEC, Section 51.253(c), the attached summary data report<sup>1</sup> includes all of the required reporting information to the **Galveston College Board of Regents** for the third and fourth quarters of the 2020-2021 academic year, as of **August 31, 2021**. The summary data report is categorized based on the reporting requirements under TEC, Section 51.253(c). The reports received may be applicable in multiple reporting categories, and therefore, the summary data in the categories may not add up to the totals of other categories.

The summary data report is also posted on the [TEC Code 51.253\(c\) CEO Report](#) as per the public reporting requirements under TEC, Section 51.253(c).

Note: Any additional reports received by the Title IX Coordinator that do not meet the required reporting criteria in the Texas Education Code have been omitted for the compliance purposes of this specific report.

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<sup>1</sup> When identifiable, duplicate reports were consolidated and counted as one report in the summary data, and confidential employee reporting is noted as a sub-set to the total number of reports received.

**CEO Summary Data Report  
2020-2021 Academic Year – Third and Fourth Quarters**

<b>Texas Education Code, Section 51.252</b>	
<b>Number of reports received under Section 51.252</b>	<b>5</b>
Number of confidential reports <sup>2</sup> under Section 51.252	0
Number of investigations conducted under Section 51.252	5
Disposition <sup>3</sup> of any disciplinary processes for reports under Section 51.252:	
a. Concluded, No Finding of Policy Violation	4
b. Concluded, with Employee Disciplinary Sanction	0
c. Concluded, with Student Disciplinary Sanction	0
d. <b>SUBTOTAL</b>	<b>0</b>
Number of reports under Section 51.252 for which the institution determined not to initiate a disciplinary process	<b>5</b>

<b>Texas Education Code, Section 51.255</b>	
<b>Number of reports received that include allegations of an employee’s failure to report or who submits a false report to the institution under Section 51.255(a)</b>	<b>0</b>
Any disciplinary action taken, regarding failure to report or false reports to the institution under <b>Section 51.255(c)</b> :	
a. Employee termination	0
b. Institutional intent to termination, in lieu of employee resignation	0

<sup>2</sup> “Number of confidential reports” is a sub-set of the total number of reports that were received under Section 51.252, by a confidential employee or office (e.g., Counseling Center, Student Health Center, Victim Advocate for Students, or Student Ombuds).

<sup>3</sup> “Disposition” means “final result under the institution’s disciplinary process” as defined in the Texas Higher Education Coordinating Board’s (THECB) rules for TEC, Section 51.259. [See 19 Texas Administrative Code, Section 3.6(3) (2019)]; therefore, pending disciplinary processes will not be listed until the final result is rendered.

Consideration of Consent Agenda

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

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

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

Tally of  
Action Items:

	Consent <u>Agenda</u>	President Recommended <u>Separate Action</u>	Board Separate <u>Action</u>	Page <u>#</u>
#1 – Approve Facilities Committee Recommendation Regarding Schematic Design of New Facility	_____	_____ ✓ _____	_____	30
#2 – Approve Facilities Committee Recommendation Regarding Landscaping Construction Plan for ATC	_____	_____ ✓ _____	_____	31
#3 – Approve Resolution Approving Engagement Agreement for Bond Counsel and Other Matters in Connection Therewith	_____	_____ ✓ _____	_____	32
#4 – Approve Resolution Accepting Offer to Purchase Tax Foreclosed Property Located on Bolivar Peninsula	_____	_____ ✓ _____	_____	47
#5 – Accept FY21 Fourth Quarter Investment Report	_____	_____	_____	62
#6 – Accept DOE TRIO Grant Award – Building Bridges to Success for Project Year 2021-22	_____	_____	_____	63
#7 – Ratify Acceptance of THECB Perkins Basic Grant Award Program Year 2021-22	_____	_____	_____	68
#8 – Accept NSF Grant Award (UCS-STSS) for Project Period 9/1/2021-8/31/2024	_____	_____	_____	70
#9 – Approve Proposal for Hands-Free Auto Door Operators for Restrooms	_____	_____	_____	71
#10 – Ratify Approval of Contract with UT Austin to Provide Internet Services	_____	_____	_____	72
#11 – Approve Proposal to Purchase and Implement Scholarship Management System	_____	_____	_____	78
#12 – Approve Proposed COVID-19 Vaccination Incentive Plan	_____	_____	_____	79
#13 – Ratify Appointment of Full-time Instructor	_____	_____	_____	82
#14 – Accept Faculty Resignations	_____	_____	_____	83
#15 – Accept Faculty Retirement	_____	_____	_____	84

#16 – Approve Appointment of Voting Delegate and Alternate for 2021 ACCT Leadership Congress	_____	_____	_____	_____	85
#17 – Adopt Resolution Nominating Directors to GCAD Board of Directors	_____	_____	_____	_____	86
#18 – Approve Facilities Committee Recommendation Regarding Purchase of Real Property	_____	_____	_____	_____	92

Consider Approval of Facilities Committee Recommendation Regarding  
Schematic Design of New Facility to Support Nursing and Health Sciences Programs

The Board Facilities Committee was scheduled to meet prior to the September 8, 2021 Regular Meeting of the Board of Regents to review and discuss the schematic design of the new facility to support the Nursing and Health Sciences programs. Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide a report of the discussion and the Committee's recommendation for Board consideration.

Consider Approval of Facilities Committee Recommendation Regarding  
Landscaping Construction Plan for Charlie Thomas Family Applied Technology Center

The Board Facilities Committee was scheduled to meet prior to the September 8, 2021 Regular Meeting of the Board of Regents to review and discuss the landscaping construction plan for the Charlie Thomas Family Applied Technology Center. Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide a report of the discussion and the Committee's recommendation for Board consideration.

Consideration and Approval of Resolution Approving  
Engagement Agreement for Bond Counsel and  
Approval of Other Matters in Connection Therewith

Staff recommends that the Board of Regents approve the Resolution Approving Engagement Agreement for Bond Counsel and Approval of Other Matters in Connection Therewith (“Resolution”). The Standard Terms of Engagement (the “Agreement”) is between Galveston College (“Issuer” or “Client”) and Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”). The Bond Counsel shall perform the legal services in connection with any issuance of bonds as outlined in the Scope of Services of Exhibit B (Bond Counsel Engagement Letter) of the Resolution:

Bond Counsel will be paid a fixed fee for each series of bonds issued by the Issuer. For bonds that are secured by ad valorem property taxes or a pledge of the Issuer’s revenues, Bond Counsel’s fee will be equal to the greater of \$25,000 or \$1.00 per \$1,000 of the proceeds amount of each series of bonds issued subject to the following adjustments and assumptions. The fixed fee would be adjusted by adding \$10,000 for additional federal tax work required in the event of the issuance of refunding bonds. In addition to fees, the company will also bill the Client monthly for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel, and messenger services, unless other arrangements are described in the engagement letter.

The source of funding for bond counsel services provided by Orrick, Herrington & Sutcliffe LLP will be the Bond Revenue Fund – Professional Services (51-08993-5150).

The Board Facilities Committee was scheduled to meet prior to the September 8, 2021 Regular Meeting of the Board of Regents to review and discuss this engagement agreement. Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide a report of the discussion and the Committee’s recommendation for Board consideration.

**A RESOLUTION APPROVING ENGAGEMENT AGREEMENT FOR BOND COUNSEL AND APPROVAL OF OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, Galveston College District (the “Issuer”) is considering issuing bonds or other obligations (“Bonds”) to pay the costs of one or more projects of the Issuer;

WHEREAS, the Board of Regents of the Issuer (the “Board”) has determined that the Issuer should engage legal counsel that specializes in public finance and is well versed in federal tax law and federal securities law to provide bond counsel services to the Issuer in connection with the issuance of the Bonds;

WHEREAS, in this regard, the Board wishes to engage Orrick, Herrington & Sutcliffe LLP to provide bond counsel services pursuant to an engagement letter which includes a contingent fee payment provision under which payment of the fees for bond counsel shall be made at or immediately after the closing of the transaction for the issuance of the Bonds out of the proceeds of the Bonds; and

WHEREAS, pursuant to Section 2254.1036, Texas Government Code, the Issuer provided written notice to the public of the pendency of such contract, a copy of which is attached hereto as **Exhibit A** (the “Public Notice”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE GALVESTON COLLEGE DISTRICT THAT:

1. The recitals made in the Public Notice attached hereto as **Exhibit A** are hereby found to be true and are adopted as the findings of the Board.
2. The Board hereby further finds and declares: (i) there is a substantial need for the legal services to be provided by Orrick Herrington & Sutcliffe LLP; (ii) such legal services cannot be adequately performed by the attorneys and supporting personnel of the Issuer; and (iii) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and/or because the Issuer does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.
3. Based on the foregoing, the Board hereby approves the Issuer entering into an engagement letter with a contingent fee payment provision with Orrick Herrington & Sutcliffe LLP in substantially the form presented to the Board and attached hereto as **Exhibit B**, and authorizes the Chair of the Board of Regents or such person’s designee, on behalf of the Issuer, to execute and deliver such engagement letter.
4. It is officially found, determined and declared that the meeting at which this resolution was adopted was open to the public and public notice of the time, place, and subject matter of this meeting and the notice required by Section 2254.1036, Texas Government Code, was given, all as required by Chapter 551, Texas Government Code.

5. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, ADOPTED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

GALVESTON COLLEGE DISTRICT

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Chair

ATTEST:

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Secretary

## Exhibit A

### PUBLIC NOTICE

At its meeting to be held at 5:30 p.m. on September 8, 2021 in Room M-220 on Galveston College's Main Campus located at 4015 Avenue Q, in Galveston, Texas, the Board of Regents of the Galveston College District (the "Issuer") will consider engaging Orrick Herrington Sutcliffe LLP ("Orrick") as bond counsel in connection with issuances of bonds or other obligations of the Issuer ("Bonds").

Pursuant to Section 2254.1036, Texas Government Code, the following written notice is given to the public:

1. The reason for pursuing issuance of Bonds (the matter that is the subject of the legal services for which Orrick would be retained) is to finance one or more projects or infrastructure improvements of the Issuer. The desired outcome of the matter is to issue Bonds in accordance with state, federal tax and securities law.
2. Orrick is a nationally recognized bond counsel firm specializing in the field of municipal finance law and it is among the largest municipal finance law firms in the nation. Orrick has advised thousands of clients on federal securities and tax matters in connection with the issuance of bonds and otherwise.
3. Orrick has not previously served as Bond Counsel to the Issuer and was chosen by the Issuer through an open request for proposals procurement process.
4. The Issuer does not have attorneys and/or supporting personnel who can perform this legal work.
5. The Issuer cannot reasonably engage attorneys for bond counsel services under hourly fee contracts without contingency because then the Issuer would have to pay such bond counsel fees from the Issuer's unrestricted general funds or, if any, other legally available funds, regardless of whether the Bonds are successfully issued, and such funds are limited and needed for other uses.
6. Contingency fee payment arrangements for bond counsel services would be in the best interest of the residents of the Issuer because the fees are fixed and only become due and payable when Bonds are successfully issued.

I hereby certify that the above public notice of Galveston College District was posted in accordance with the Texas Open Meetings Act (Chapter 551 of the Texas Government Code) on or before September 5, 2021.

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Authorized Representative of the Issuer

**Exhibit B**

**Bond Counsel Engagement Letter**



Orrick, Herrington & Sutcliffe LLP  
609 Main Street  
40th Floor  
Houston, TX 77002-3106  
+1 713 658 6400  
orrick.com

Marcus Deitz  
(713) 658-6420  
mdeitz@orrick.com

September 8, 2021

Dr. W. Myles Shelton, Ed.D.  
Galveston College  
4015 Avenue Q  
Galveston, Texas 77550

**Re: *Bond Counsel Services for Galveston College***

Dear Dr. Shelton:

This letter and the attached Standard Terms of Engagement (the “Agreement”) will set out the terms under which Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) will serve as bond counsel with respect to bonds that Galveston College (the “Issuer” or “Client”) intends to issue, subject to voter approval as necessary, and with respect to any equipment notes or similar contractual obligations, tax and/or revenue notes and for any refunding or variable rate bonds of the Issuer, whether currently outstanding or to be issued. Such bonds, notes and obligations are collectively referred to in this letter as the “Bonds.” We are very pleased to have the opportunity to serve as Bond Counsel for the Issuer.

The following is based on our standard form of engagement letter. We do not intend this letter to be difficult to understand or filled with “legalese.” Please let us know if there is anything you do not fully understand or if there are any changes you would like us to make in order to better tailor the terms of our engagement to the needs of the Issuer.

1. Scope of Services. Bond Counsel shall perform the following legal services in connection with any issuance of Bonds:

- (1) Assistance with the conduct of Issuer general obligation elections and the preparation of election documents;
- (2) Analysis of the structure of the Bonds under Texas law and the eligibility to finance with tax-exempt bonds under federal tax law.
- (3) Consultation with representatives of the Issuer, the financial adviser, underwriters, underwriters’ counsel, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
- (4) Preparation of documents to be adopted or entered into by the Issuer required for the authorization, sale and issuance of the Bonds (excluding the Bond Purchase Agreement to be prepared by underwriters’ counsel), including preparation of the Bond Order, Paying Agent Registrar Agreement, Escrow Agreement and the other Bond Documents (the “Major Legal Documents”).

- (5) Preparation of the Continuing Disclosure Agreement pursuant to United States Securities and Exchange Commission Rule 15c2-12.
- (6) Preparation of summaries of the Major Legal Documents included in the Official Statement.
- (7) Review of any investment agreement entered into at or prior to closing, and the procedures by which bids are solicited, in each case for compliance with federal tax laws related to tax-exemption of interest on the Bonds.
- (8) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as Issuer may request.

After the closing of any series of the Bonds and upon specific request of the Issuer, providing assistance to the Issuer concerning questions and issues that may arise prior to the maturity of the Bonds.

In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the Issuer and other parties and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Bond Counsel's firm not working directly any Bond issue will not be imputed to Bond Counsel nor shall there be any duty on the part of Bond Counsel to make any inquiry of such other attorneys or non-attorneys.

Bond Counsel services are limited to those specifically set forth above. Bond Counsel services do not include representation of the Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding, audit or investigation involving any of the Bonds or any related matter. Bond Counsel services do not include any financial advice or analysis or data or mathematical verification. Also, Bond Counsel services will not include services related to rebate or other post issuance tax compliance or ongoing continuing disclosure filings (although Bond Counsel may be available for separate engagement to provide such services pursuant to separate a contract).

2. Fees. Bond Counsel will be paid a fixed fee for each series of Bonds issued by the Issuer. For Bond that are secured by ad valorem property taxes or a pledge of the Issuer's revenues, Bond Counsel's fee will be equal to the greater of \$25,000 or \$1.00 per \$1,000 of the proceeds amount of each series of Bonds issued subject to the following adjustments and assumptions. The fixed fee would be adjusted by adding \$10,000 for additional federal tax work required in the event of the issuance of refunding Bonds and \$10,000 for work relating to the conduct of a Bond election (contingent on voter approval of such election and to be paid at the time of the issuance of the Bonds approved in such election).

3. Expenses. In addition to the fees provided above, Issuer will pay Bond Counsel for costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) Texas Attorney General review fees, third-party translation services related to a bond election, filing and publication, document reproduction and delivery, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcripts and other similar expenses. Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by Issuer, but if paid by the Bond Counsel on behalf of Issuer, shall be reimbursed to Bond Counsel on demand. Payment

in respect of such costs and expenses will be fixed at \$1,500, exclusive of the Texas Attorney General review fees, third-party translation services related to a bond election and extraordinary expenses, provided, however, that any extraordinary expenses shall be approved by the Issuer prior to such expenses being incurred.

4. Payment. Fees and expenses shall be payable by Issuer at or after issuance of each series of Bonds. Payment of all fees and expenses hereunder shall be made from proceeds of the Bonds, or otherwise as mutually determined by the Issuer and Bond Counsel and shall be entirely contingent upon issuance of each series of Bonds.

5. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause.

6. Nature of Engagement; Client Relationships with Other Parties. The role of bond counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide a legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

Issuer acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or that may be involved with or adverse to the Issuer in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the any Bond financing, during the term of this Agreement, without the consent of the Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and the Issuer specifically consents to any and all such relationships.

7. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the Issuer and Bond Counsel.

8. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

9. Anti-Boycott Verification – Israel. As required by Chapter 2270, Government Code, Bond Counsel hereby verifies that Bond Counsel does not boycott Israel and will not boycott Israel through the term of this agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

10. Anti-Boycott Verification – Fossil-Fuel Companies. Bond Counsel hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2274.002, Texas Government Code, as added by Senate Bill 13 in the Regular Session of the 87th Legislature of Texas, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott energy company” means (without an ordinary business purpose) refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company either (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (ii) does business with such a company.

11. Anti-Boycott Verification – Firearm Entities. Bond Counsel hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not discriminate against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2274.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” means to refuse to engage in the trade of any goods or services, or to refrain from continuing or terminate an existing business relationship, with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, but does not include any such action taken (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (ii) for a traditional business reason that is specific to the firearm entity or firearm trade association and not based solely on its status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.”

12. Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, Bond Counsel represents and certifies that, at the time of execution of this agreement neither Bond Counsel, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

If the foregoing is acceptable to the Issuer, please so indicate by returning the enclosed copy of this letter, signed by an authorized officer, and retain an original for your files.

**ORRICK HERRINGTON & SUTCLIFFE, LLP**

**GALVESTON COLLEGE**



By: \_\_\_\_\_  
Marcus Deitz, Partner

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

## STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Orrick, the following provisions shall apply to the relationship between Orrick and the Client.

### 1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client, does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the Matter, we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

### 2. Scope of Engagement

The scope of Orrick's representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Orrick may in their mutual discretion agree to from time to time. In each case, Orrick's agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Client entered into in connection with such expansion of the scope of Orrick's representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Orrick's current representation of the Client and to any subsequent matters that Orrick agrees to undertake on the Client's behalf.

### 3. Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client's adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to a large number of clients both in the United States and internationally, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Orrick's current practice areas and the industries in which we represent clients can be found on Orrick's web site at [www.orrick.com](http://www.orrick.com).) We will, of course, hold in confidence the Client's secrets and confidences. Similarly, the Client understands that while Orrick may obtain confidential information from other clients that may be of interest to the Client, Orrick cannot share such information with the Client. The Client acknowledges that the Client has had the opportunity to consult with its in-house or separate counsel

about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

#### 4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (e.g., our Chief Legal Officer, other firm lawyers working with our Chief Legal Officer who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Orrick's own attorney client privilege.

#### 5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

#### 6. Fees, Costs and Disbursements

We will bill the Client on a monthly basis for our services, unless other arrangements are described in the engagement letter to which these "Standard Terms and Conditions" are attached. Our

bills are payable promptly upon receipt, with payment required no later than 30 days following our invoice date.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, our fees are based on the amount of time we spend on the Matter. Each Orrick attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, in addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Orrick’s direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Orrick’s disbursement policies is available upon request.

Unless special arrangements are made, Orrick does not take responsibility for paying fees and expenses of third parties, which will be the Client’s responsibility and may be billed directly to the Client.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Orrick or any current or former attorney or employee of Orrick is asked or required by a third party to testify or produce documents as a result of Orrick’s representation of the Client, the Client agrees to pay Orrick for any resulting costs or expenses, including Orrick’s time, even if Orrick’s representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Orrick.

The obligation to timely pay our bills is solely the Client’s and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client’s receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Orrick may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

## 7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Orrick also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Orrick’s advice on a material matter, or any fact or circumstance arises that, in Orrick’s view, renders our continuing

representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

#### 8. Date of Termination

Orrick's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Orrick's withdrawal from the representation, (iii) the substantial completion of Orrick's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

#### 9. Client Files (Cloud Storage, Retention and Disposition)

Orrick recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services. Data and documents, including client confidential data uploaded to a cloud computing service rather than stored on equipment or servers controlled by Orrick may be less secure and less confidential than clients expect. If the Client does not wish to have its information and data stored with third party cloud service providers, the Client must advise Orrick not to do so. If the Client requests or directs Orrick to use cloud computing services other than those services provided by Orrick, the Client agrees that Orrick is not responsible for, and agrees to indemnify and hold Orrick harmless from and against any and all claims, suits and actions, arising from use of the cloud computing service requested by the Client, including any security or confidentiality breaches that occur.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagement. Orrick may charge the Client for the reasonable costs of retrieval, assembly, copying, storage and transfer of all files or materials in any format. If Orrick determines it appropriate to dispose of materials relating to the Matter, Orrick will provide you written notice of that determination. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that "materials" include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense

reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

10. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Orrick with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Orrick has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

11. Acceptance of Engagement Terms

By signing below, you acknowledge and represent that you have read the engagement letter and these Standard Terms of Engagement, that you understand and agree to the terms and provisions, and that you are authorized to do so on behalf of the Client.

**ORRICK HERRINGTON & SUTCLIFFE, LLP**

**GALVESTON COLLEGE**



By: \_\_\_\_\_  
Marcus Deitz, Partner

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

Consideration and Approval of Resolution Accepting Offer to Purchase  
Tax Foreclosed Property Located on Bolivar Peninsula Described as Lots 134 and 135,  
Bay-Vue Addition, Jones Shaw Survey, Abstract 179, Page 12, in the County of Galveston, Texas

An offer has been received from Randy and Kimberly Ptacek on the above tax foreclosed property for which the County of Galveston, Galveston College, and Galveston Independent School District are joint owners. The property is an undeveloped parcel being .2296 acres located on Bolivar Peninsula. If approved by all parties, the taxing entities' share of the sale proceeds would be \$2,060. Upon approval by the governing bodies, a proportionate share of the sale proceeds will be distributed to the taxing entities. Galveston College would receive a proportionate share of 0.0705851148 of the \$2,060, or \$145.41. The following Trustee's Deed must be executed by all taxing entities.

Staff is seeking the Board's acceptance of this offer to resale the property described with the adoption of the resolution that follows. The Trustee's Deed shall be signed by the Board Chairperson on behalf of Galveston College.

**RESOLUTION APPROVING THE SALE OF TAX FORECLOSED PROPERTY  
PURSUANT TO TEXAS PROPERTY TAX CODE §34.05  
AND AUTHORIZING THE PRESIDING OFFICER OF THE BOARD OF REGENTS  
TO EXECUTE DOCUMENTS ASSOCIATED WITH THE SALE**

WHEREAS, a certain parcel of property was delinquent in ad valorem taxes and offered to the public in an auction conducted by the Galveston County Sheriff on June 4, 1996 under Cause Number 122,530 on the docket of the 122<sup>nd</sup> Judicial District Court of Galveston County, Texas; and

WHEREAS, no offers to purchase the property were received at said sheriff's sale in excess of the statutory minimum bid of \$3,444.12; and

WHEREAS, by operation of law the property was struck off to Galveston Independent School District, Trustee for itself and for Galveston County and Galveston College; and

WHEREAS, the subject property is described as:

**LOTS 134 AND 135, BAY-VUE ADDITION, JONES SHAW SURVEY,  
ABSTRACT 179, PAGE 12, IN THE COUNTY OF GALVESTON, TEXAS.  
The property is an undeveloped parcel being .2296 Acres Located on  
Bolivar Peninsula; and**

WHEREAS, the taxing entities made a party to the aforementioned delinquent tax foreclosure lawsuit have received an offer to purchase their respective interests in the property for the sum of Two Thousand Sixty Dollars (\$2,060); and

WHEREAS, the sale of said property is authorized by Texas Property Tax Code §34.05; and

WHEREAS, the Board of Regents of Galveston College finds that it is in the best interest of the College to accept the aforementioned offer and receive a proportionate share of the \$2,060.00 sale proceeds in accordance with Texas Property Tax Code §34.06;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Regents of Galveston College accepts the offer to purchase the aforementioned property for the sum of \$2,060.00; and
2. The Chairperson of the Board of Regents of Galveston College is hereby authorized to execute the Trustee's Deed conveying the interest of Galveston College in the subject property to the purchaser; and
3. This Resolution shall become effective from and after its passage.

On motion, second and affirmative vote by a majority of the quorum, the above Resolution was adopted on the 8<sup>th</sup> day of September, 2021.

I, Michael B. Hughes, Secretary of the Board of Regents of GALVESTON COLLEGE, do hereby certify that the foregoing is a true and correct copy of the Resolution presented in written form and passed by a majority vote of the Board of Regents at a meeting duly posted and noticed under the Texas Open Meetings Act and held on September 8, 2021.

WITNESS MY HAND this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Michael B. Hughes  
Secretary, Board of Regents  
Galveston College

## MEMORANDUM

**Date:** August 11, 2021

**To:** Mr. Jeff Engbrock  
Galveston College

**From:** Mark E. <sup>MEC</sup>Ciavaglia  
Managing Partner of Galveston County Office  
Linebarger Goggan Blair & Sampson, LLP

**Re:** Offer to Purchase Tax Foreclosed Property Located on Bolivar Peninsula

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The purpose of this memorandum is to submit to the Galveston College Board of Regents an offer to purchase a parcel of property that is owned jointly by Galveston Independent School District, Galveston County and Galveston College.

➤ Background Facts

The property at issue is described as 'Lots 134 and 135, in BAY-VUE ADDITION on Bolivar Peninsula Galveston County, Texas.' Per the attached map, the property is an undeveloped parcel being 0.2296 acres located on Bolivar Peninsula.

The taxing entities interest in the property was created by virtue of a lawsuit and sheriff sale for delinquent property taxes under cause number 122,530 on the docket of the 122<sup>ND</sup> District Court of Galveston County. Pursuant to the Texas Property Tax Code, the property was offered to the public at public auction conducted on June 4, 1996, but no offers were received. By operation of law under the Texas Property Tax Code, the property thus became owned jointly by the taxing entities.

➤ Offer to Purchase

The taxing entities are in receipt of an offer from Randy and Kimberly Ptacek to purchase the property for the total sum of \$2,060.00. If approved by all parties, the taxing entities share of the sale proceeds of \$2,060.00 in proportion to amounts owed to each entity at the time of the sheriff sale.

To provide some general guidance and context for this offer, the current valuation of the property by Galveston Central Appraisal District is \$13,720.00.

➤ Mechanism for Sale of the Property

Since title to this property was gained by the taxing entities pursuant to a delinquent property tax foreclosure sale, the Texas Property Tax Code provides the statutory framework for disposition of the property. Accordingly, the typical laws governing the disposition of government owned property do not apply.

Texas Property Tax Code §34.05 provides that each taxing entity that was a party to the tax foreclosure must approve the offer to purchase the property in order for the offer to be accepted. As such, the offer is being submitted to the governing bodies of Galveston Independent School District, Galveston County and Galveston College for formal consideration.

➤ Distribution of Proceeds

If the offer is accepted, Texas Property Tax Code §34.06 provides the statutory priority for distribution of the sale proceeds. Attached to this Memorandum is a worksheet setting forth the distribution of the taxing entities' shares. If the offer is approved by each taxing entity, our office will see that the funds are distributed to the taxing entities in the appropriate amounts.

Please note that there are no attorney's fees or other costs due associated with this sale.

➤ Conveyance

If the offer is accepted by the Galveston College Board of Regents, we ask that the attached Trustee's Deed be executed by the presiding officer. If the offer is approved by all of the taxing entities and the Trustee's Deed is executed by each presiding officer, our office will arrange to have the Trustee's Deed recorded in the deed records.

➤ Alternative Method of Sale

If any one of the three taxing entities believes the offer is unacceptable for any reason, the offer can be rejected. Each taxing entity has the authority to then direct our firm to offer the property for sale through public auction conducted by the Galveston County Sheriff. The entity directing our firm to sell the property at public auction would need to do so by official action of Board of Regents and by providing a minimum bid for the property to be offered at sheriff sale.



*[MAP VIEW]*

This is the property made the subject of the offer to purchase.

*[AERIAL VIEW]*



This is the property made the subject of the offer to purchase.

**NOTICE OF CONFIDENTIALITY RIGHTS:** IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**TRUSTEE'S DEED**

THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF GALVESTON       §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 122<sup>nd</sup> Judicial District in Cause Numbered **122,530**, styled "**Galveston Independent School District, et al. vs. Andrew M. Johnson, et al** ", the Sheriff of Galveston County, on 5<sup>th</sup> of April, A.D., 1996, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on the first Tuesday of **June, A.D., 1996** (the same being the 4<sup>th</sup> day of said month), sold and conveyed the premises to **Galveston Independent School District**, as Trustee for itself and for **County of Galveston and Galveston College** for the sum of **Three Thousand Four Hundred Forty-four and 12/100 Dollars (\$3,444.12.12)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Two Thousand Sixty and 00/100 Dollars (\$2,060.00)**;

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b);

NOW, THEREFORE, in consideration of the sum of **Two Thousand Sixty and 00/100 Dollars (\$2,060.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, Galveston Independent School District, County of Galveston, and Galveston College ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Randy Ptacek and Kimberly Ptacek of 708 S. 8<sup>th</sup> Street, Nederland, TX 77627** ("GRANTEE"), the following described real property, to wit:

**LOTS 134 AND 135, BAY-VUE ADDITION, JONES SHAW SURVEY, ABSTRACT 179, PAGE 12, IN THE COUNTY OF GALVESTON, TEXAS.**

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property<sup>48</sup> or other items conveyed hereunder, including, without limitation, the water, soil and geology,

- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or

otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**GALVESTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Anthony Brown, President  
Board of Trustees

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Brown as President of the Board of Trustees of Galveston Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Texas

\_\_\_\_\_  
Printed or Typed Name of Notary

*[The remainder of this page is intentionally left blank.]*

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**COUNTY OF GALVESTON**

By: \_\_\_\_\_  
Hon. Mark Henry  
Galveston County Judge

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Henry as County Judge for County of Galveston, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Texas

\_\_\_\_\_  
Printed or Typed Name of Notary

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EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GALVESTON COLLEGE**

By: \_\_\_\_\_  
Karen F. Flowers, Chairperson  
Board of Regents

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

BEFORE ME, the undersigned authority, on this day personally appeared Karen F. Flowers, Chairperson of the Board of Regents for Galveston College, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Texas

\_\_\_\_\_  
Printed or Typed Name of Notary

*[The remainder of this page is intentionally left blank.]*

Sale of Property  
 Proceeds Distribution Worksheet  
 Tax Acct. 214416 140500000134000  
 Tax Cause No. 122,530

Amount of Taxes Due at Original Sheriff Sale			\$ 2,827.65
Resale Offer			\$ 2,060.00
		Costs Due at	Disbursement From
Payment of Costs Pursuant to Texas Property Tax Code §34.02		Original Sheriff Sale	Proposed Sale
(1) Advertising:			
to "Galveston County Sheriffs Dept." (publication costs) *		\$ 34.20	\$ -
(2) Attorney Ad Litem Fees:			
to 'Gerise Kemp' *		\$ 500.00	\$ -
(3) Court Costs			
to 'Galveston County District Clerk' *		\$ 44.77	\$ -
(4) Title Search Fees			
to 'Yarbrough Jameson & Gray' *		\$ 37.50	\$ -
(5) Reimbursement - Costs, Fees			
none due		\$ -	\$ -
			\$ -
	Subtotal	\$ 616.47	\$0.00
	Proportionate	Taxes Due at	Proportionate Share
<u>Taxing Entity Distribution</u>	<u>Share</u>	<u>Original Sheriff Sale</u>	<u>of Sale Proceeds</u>
to "COUNTY OF GALVESTON"	0.2777783672	\$ 785.46	\$ 572.22
to "GALVESTON COLLEGE"	0.0705851148	\$ 199.59	\$ 145.41
to "GALVESTON INDEPENDENT SCHOOL DISTRICT"	0.6516365180	\$ 1,842.60	\$ 1,342.37
		\$ -	\$ -
	Subtotal	\$ 2,827.65	\$ 2,060.00
	Grand Total	\$ 3,444.12	\$ 2,060.00
* the costs and fees from this lawsuit were paid from the previous			
sales of other parcels in this lawsuit			



MEMORANDUM

Date: August 24, 2021

To: Mr. Jeff Engbrock
Galveston College

From: Mark E. Ciavaglia
Managing Partner of Galveston County Office
Linebarger Goggan Blair & Sampson, LLP

Re: Offer to Purchase Tax Foreclosed Property Located on Bolivar Peninsula

The purpose of this memorandum is to provide additional information to the governing bodies of Galveston County, Galveston Independent School District and Galveston College related to the offer to purchase a tax foreclosed property on Bolivar Peninsula.

Offer to Purchase

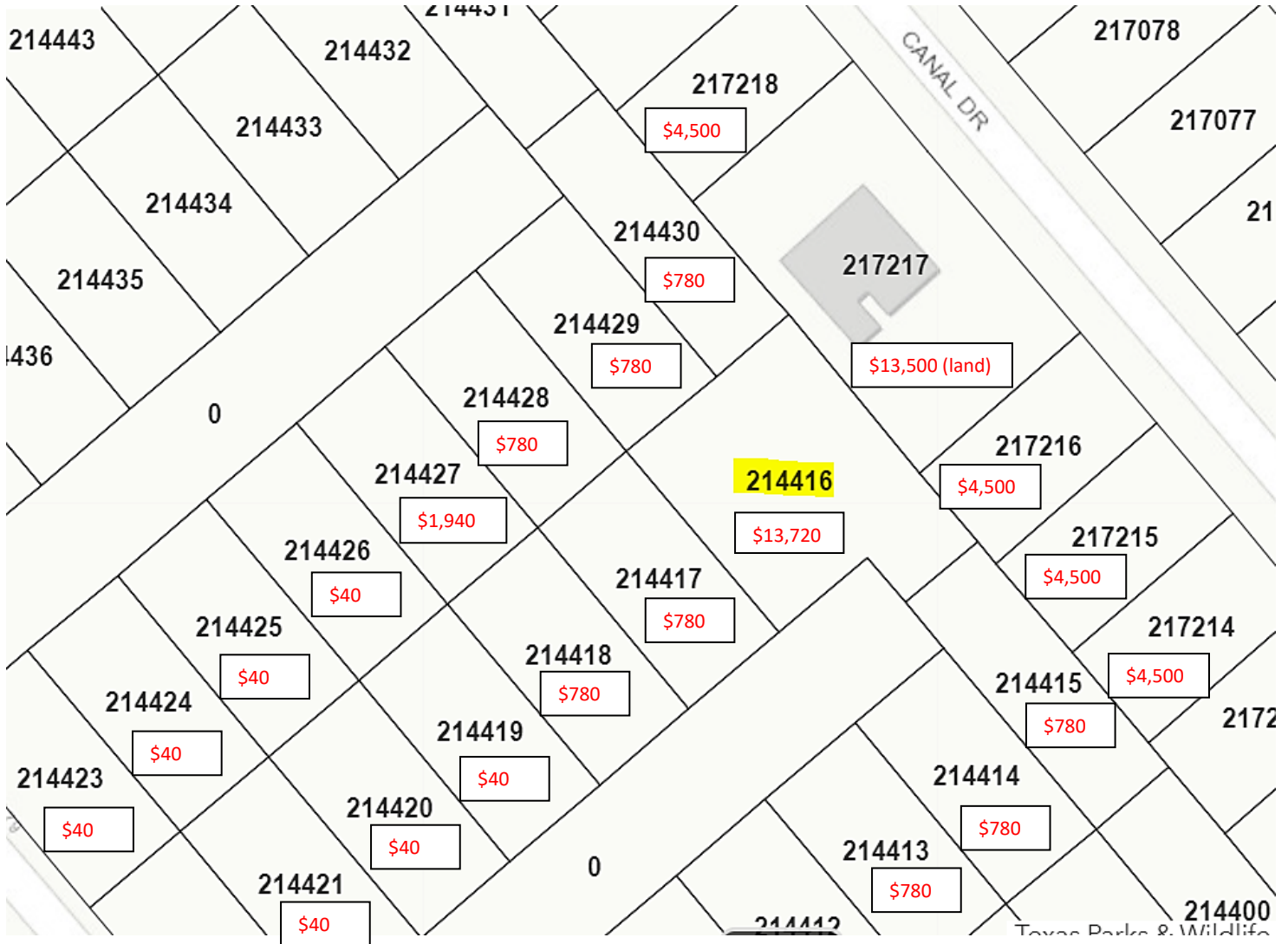
The taxing entities are in receipt of an offer from Randy and Kimberly Ptacek to purchase the property described in tax parcel number 214416 for the total sum of \$2,060.00. If approved by all parties, the taxing entities share of the sale proceeds of \$2,060.00 in proportion to amounts owed to each entity at the time of the sheriff sale.

Comparative Values of Adjacent Properties

To provide some general guidance and context for this offer, the current valuation of the property by Galveston Central Appraisal District is \$13,720.00. Below is the valuation history of this property for the past nine years:

Table with Account Information and Amount Due/Paid Information. Includes columns for Year, Appr. Value, H O V D, and Excodes. Data spans from 2012 to 2020.

Further to comparative property values of adjacent properties, here is a map of the immediate area surrounding parcel 214416, with the current GCAD valuation of each property denoted in red.



The aerial photo below also provides a perspective on the location and general nature of properties in this comparison.



I hope this information is helpful. Please contact me if I can provide further information or assistance.

Consider Acceptance of Fiscal Year 2020-21 Fourth Quarter Investment Report

The Investment Report describing the fiscal year 2020-21 fourth quarter investment activity for Galveston College is not included in this Board Report. It will be provided prior to the Board meeting. All investments are in compliance with the Board-approved investment policy, and the report will provide detailed information regarding each investment classified by major fund groups.

It is recommended that the Board of Regents accept the Investment Report for the fourth quarter of fiscal year 2020-21 as presented.

Consider Acceptance of U.S. Department of Education  
TRIO – Student Support Services Grant Award –  
Building Bridges to Success for Project Year 2021-22

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

This program is funded by the U.S. Department of Education to provide academic, financial literacy, and student support services to currently enrolled students who represent first-generation, economically disadvantaged, or disabled populations with an established academic need. For the 25<sup>th</sup> consecutive year, Galveston College received federal funds to continue the program.

Following is the Grant Award Notification indicating the amount of the award is \$283,895 for the second budget period of September 1, 2021, through August 31, 2022. Staff recommends the acceptance of this grant award.



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

**GRANT AWARD NOTIFICATION**

<p><b>1</b></p>	<p>RECIPIENT NAME</p> <p>Galveston College Student Services 4015 Avenue Q Galveston, TX 77550</p>	<p><b>2</b></p>	<p>AWARD INFORMATION</p> <p>PR/AWARD NUMBER      P042A200738 - 21 ACTION NUMBER          3 ACTION TYPE              Continuation AWARD TYPE                Discretionary</p>																
<p><b>3</b></p>	<p>PROJECT STAFF</p> <p>RECIPIENT PROJECT DIRECTOR Amy Leuchtag                      (409) 944-1297 <a href="mailto:ALEuchtag@gc.edu">ALEuchtag@gc.edu</a></p> <p>EDUCATION PROGRAM CONTACT Lavelle M Wright                      (202) 453-7739 <a href="mailto:lavelle.wright@ed.gov">lavelle.wright@ed.gov</a></p> <p>EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK              888-336-8930 <a href="mailto:edcaps.user@ed.gov">edcaps.user@ed.gov</a></p>	<p><b>4</b></p>	<p>PROJECT TITLE</p> <p>84.042A Building Bridges to Success</p>																
<p><b>5</b></p>	<p>KEY PERSONNEL</p> <table border="0"> <thead> <tr> <th><u>NAME</u></th> <th><u>TITLE</u></th> <th><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Amy Leuchtag</td> <td>Project Director</td> <td>100 %</td> </tr> </tbody> </table>			<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Amy Leuchtag	Project Director	100 %										
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<p><b>6</b></p>	<p>AWARD PERIODS</p> <table border="0"> <tr> <td>BUDGET PERIOD</td> <td>09/01/2021 - 08/31/2022</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>09/01/2020 - 08/31/2025</td> </tr> </table> <p>FUTURE BUDGET PERIODS</p> <table border="0"> <thead> <tr> <th><u>BUDGET PERIOD</u></th> <th><u>DATE</u></th> <th><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>3</td> <td>09/01/2022 - 08/31/2023</td> <td>\$283,895.00</td> </tr> <tr> <td>4</td> <td>09/01/2023 - 08/31/2024</td> <td>\$283,895.00</td> </tr> <tr> <td>5</td> <td>09/01/2024 - 08/31/2025</td> <td>\$283,895.00</td> </tr> </tbody> </table>			BUDGET PERIOD	09/01/2021 - 08/31/2022	PERFORMANCE PERIOD	09/01/2020 - 08/31/2025	<u>BUDGET PERIOD</u>	<u>DATE</u>	<u>AMOUNT</u>	3	09/01/2022 - 08/31/2023	\$283,895.00	4	09/01/2023 - 08/31/2024	\$283,895.00	5	09/01/2024 - 08/31/2025	\$283,895.00
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<p><b>7</b></p>	<p>AUTHORIZED FUNDING</p> <table border="0"> <tr> <td>THIS ACTION</td> <td>\$283,895.00</td> </tr> <tr> <td>BUDGET PERIOD</td> <td>\$283,895.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>\$567,790.00</td> </tr> </table>			THIS ACTION	\$283,895.00	BUDGET PERIOD	\$283,895.00	PERFORMANCE PERIOD	\$567,790.00										
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PERFORMANCE PERIOD	\$567,790.00																		
<p><b>8</b></p>	<p>ADMINISTRATIVE INFORMATION</p> <p>DUNS/SSN      060716321</p> <p>REGULATIONS      CFR PART 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and EDGAR AS APPLICABLE 2 CFR AS APPLICABLE</p> <p>ATTACHMENTS      2 , 3 , 6 , 8 , 9 , 11 , 12 , 13 , 14 , B OPE-3 , GE1 , GE2 , GE3 , GE4 , GE5</p>																		
<p><b>9</b></p>	<p>LEGISLATIVE AND FISCAL DATA</p> <p>AUTHORITY:                      PL 110-315 TITLE IV THE HIGHER EDUCATION OPPORTUNITY ACT PROGRAM TITLE:                      TRIO - STUDENT SUPPORT SERVICES CFDA/SUBPROGRAM NO:              84.042A</p>																		



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

P042A200738 - 21

**GRANT AWARD NOTIFICATION**

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0201A	2021	2021	EP000000	B	J06	000	042	4101C	\$283,895.00

**10**

PR/AWARD NUMBER: P042A200738 - 21  
 RECIPIENT NAME: Galveston College  
 Student Services  
 PARTICIPANT NUMBER: 206  
 GRANTEE NAME: GALVESTON COLLEGE  
 4015 AVE Q,  
 GALVESTON, TX 77550 - 7447  
 PROGRAM INDIRECT COST TYPE: Unrestricted  
 PROJECT INDIRECT COST RATE: 8%

**TERMS AND CONDITIONS**

- (1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN. If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:
  1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (See 2 CFR 200.331(a))
  2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
  3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (See 2 CFR 200.1)
- (2) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:
  - 1) THE RECIPIENT'S APPLICATION (BLOCK 2);
  - 2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180, NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND
  - 3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

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

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



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

**GRANT AWARD NOTIFICATION**

AND 200.329, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY;  
AND

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

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

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

- (3) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at <http://www2.ed.gov/policy/fund/reg/fbci-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (4) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.



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

P042A200738 - 21

**GRANT AWARD NOTIFICATION**

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

\_\_\_\_\_  
DATE

Ver. 1

Consider Ratifying Acceptance of Texas Higher Education  
Coordinating Board Carl D. Perkins Career and Technical Education  
Basic Grant Award for Program Year 2021-22

The Texas Higher Education Coordinating Board notified Galveston College through the following Notice of Federal Grant Award that its application has been approved for Carl D. Perkins Career and Technical Education Basic Grant funds. The amount of the award is \$155,248 for the grant term beginning September 1, 2021, through August 31, 2022. Last year, the College received \$134,324.

It is recommended that the Board of Regents ratify the acceptance of this grant award.

THECB Award Number:

24991

Appropriation Year:

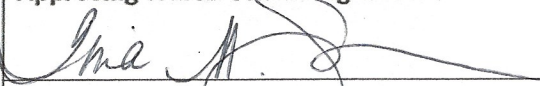
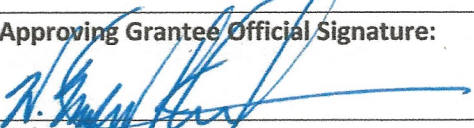
AY22 Sep 2021 - Aug 2022

Federal Fiscal Year:

22

**60x30TX**Texas Higher Education  
Coordinating Board

Notice of  
Federal Grant Award  
to  
Galveston College

Grantee's Name and Address: <b>Galveston College</b> 4015 Avenue Q Galveston, TX 77550	Federal Grant Title: <b>Career and Technical Education - Basic Grants</b>
	CFDA: <b>84.048</b>
	Federal Grant Award Number: <b>2242020271</b>
Amount of Award: <b>\$ 155,248.00</b>	Term of Grant: <b>9/1/2021 to 8/31/2022</b>
	Federal Grant Funding Agency: <b>Department of Education</b> Federal Grant Funding Agency Award Date: <b>July 1, 2021</b> Research and Development Award: <b>No</b>
	DUNS Number: <b>060716321</b>
Payment Method: <b>Reimbursement</b>	Congressional District Location: <b>14</b> Congressional District Place of Performance: <b>14</b>
Authority: P.L. 109-270, Title I, Part A, Sec. 112; Part B Sec. 121 and 124; Part C, Sec. 132; 34 CFR 403.70 Authorizing legislation & 71; Subpart E; and TEC 7.109(c)	
<p>The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application (RFA) including any addenda issued, (2) the addenda to Grantee's Application (if any), and (3) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. .</p> <p>Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.</p>	
Approving THECB Official Signature: 	Approving Grantee Official Signature: 
Tina Jackson Assistant Commissioner for Workforce Education	Myles Shelton President
Date: 8/31/21	Date: 64 8/31/2021

Consider Acceptance of National Science Foundation Grant Award –  
HSI Institutional Transformation Project:  
Unified Community of Support – Building Capacity for  
STEM Transfer Students’ Success (UCS-STSS) for Project Years 2021-2024

Galveston College has received grant award notification from the National Science Foundation for the project titled, “Unified Community of Support – Building Capacity for STEM Transfer Students’ Success (UCS-STSS).” The initial award amount for Years 1 through 3 is \$1,659,276 for the project period of September 1, 2021, through August 31, 2024. It is anticipated this grant will be for a five-year period with an additional \$1,228,597 awarded for Years 4 and 5. The total award amount would be \$2,887,872.

With support from the National Science Foundation, this project aims to (1) build intra-institutional capacity through a Unified Community of Support; (2) create systemic and sustained institutional change that supports STEM Mentors in implementing evidence-based practices that enhance equitable student outcomes in STEM; (3) build inter-institutional capacity across a Regional Transfer Alliance to enhance STEM student transfer rates and transfer success; and (4) implement a theory-guided iterative research design focused on improving the understanding of how *actors* and *institutions* in higher education work within a systemic context to build capacity and on how to increase equitable participation and success in STEM using an intersectionality framework.

The funding will allow Galveston College to add a STEM Transfer Success Coach, a STEM Honors Program Coordinator, expand and strengthen co-curricular opportunities, renovate the STEM Student Center, and provide students with at least \$378,750 in NSF scholarship support that may be extended to their transfer university.

Expected results will be improved STEM advising, improved STEM teaching and mentoring, enhanced opportunity for co-curricular activities, more equitable participation and outcomes, improved student success, and long-term sustainable intra- and inter-institutional structural change.

Staff recommends acceptance of this grant award.

Consider Approval of Proposal for  
Hands-Free Auto Door Operators for Restrooms

Staff requests approval of this proposal from RAE Security (TIPS Contract 200203) to supply and install hands-free auto door operators for the restrooms at the main campus and the Charlie Thomas Family Applied Technology Center. This project will convert all current door operators to automatic systems by installing wireless, touchless wave plates, conduit, wiring and appropriate fittings. The cost of the project would be \$166,815.04 for labor and materials. This price also includes a warranty on parts and labor for one year. The source of funding for this project is the Higher Education Emergency Relief Fund III (HEERF III) grant.

<b>Vendor</b>	<b>Quote</b>	<b>Funding Source</b>	<b>Cost</b>
RAE Security, Inc. (TX) 7102 West Sam Houston Parkway North Suite 100 Houston, TX 77040-3165	QTE-RS-TX-5262	HEERF III Grant	\$166,815.04

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

Staff is requesting that the Board ratify the approval of the following Interlocal Cooperation Contract with The University of Texas at Austin for internet services. This 12-month contract totals \$11,200 for the period of September 1, 2021 to August 31, 2022.

## INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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

### I. Contracting Parties:

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

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

### II. Statement of Services to be Performed

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

For all ports:

Unlimited usage up to port capacity

Commodity Internet

Internet2

Point-to-point (subject to an additional port charge)

Caching and peering

Cloud Exchange Connections Covered

Private Network Interconnect (PNI) – receiving party pays the cross connect charges and additional port

Customer Portal (where applicable)

Engineering Design Support

Waves billed on an individual Case Basis based on cost

Receiving party pays separately for any local loop/access circuits (ex. AT&T ASE)

**III. Basis for Calculating Reimbursable Costs**

DESCRIPTION OF SERVICE	QTY	COST PER UNIT	MONTHLY AMOUNT	# OF MONTHS IN CONTRACT	TOTAL FOR CONTRACT
500M Port Charge	1	\$933.33	\$933.33	12	\$11,200.00
<b>TOTAL AMOUNT</b>			<b>\$933.33</b>		<b>\$11,200.00</b>

**IV. Contract Amount**

The total amount of this Contract shall not exceed \$11,200.00 (Eleven Thousand Two Hundred Dollars and Zero Cents).

**V. Payment of Services**

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

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

**VI. Warranties**

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

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

**VII. Term of the Agreement**

This Agreement is effective as of the later of September 1, 2021 or date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2022.

**VIII. Termination**


In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided

that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the sixty-day period.

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

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

**Receiving Party**  
Galveston College

By:   
Name: W. Myles Shelton  
Title: President  
Date: 5/9/2021

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

By: \_\_\_\_\_  
Name: Linda Shaunessy  
Title: Business Contracts Administrator  
Date: \_\_\_\_\_

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

**Network Abuse**

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

**Spam**

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

**Resale of UT-OTS Connectivity**

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

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**Appendix B:  
UT-OTS Service Level Policy**

**NETWORK AVAILABILITY**

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

**Commodity Internet & Internet2:**

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

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

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

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**DEFINITIONS**

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

**A. Maintenance Periods**

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

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

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

---

Consider Approval of Proposal to  
Purchase and Implement Scholarship Management System

Staff requests approval of the proposal from AwardSpring to provide a scholarship management system to benefit students seeking scholarships. This project will consist of configuring fields in the management system for our customized needs and importing data from the Colleague database and Microsoft Excel spreadsheets, which are currently being used to maintain scholarship data. This scholarship management system specializes in community colleges, was found to integrate with Colleague, and had the nicest user interface for students, donors, and applicant reviewers. It will make the application process easier for students with a standard form, allow the Financial Aid Office and Scholarship Committee and division directors to more easily review applications, and centralize all of our scholarship information.

This request is for a two-year contract that includes the implementation and annual maintenance cost. AwardSpring proposes a project cost of \$22,500 for implementation and two years of annual maintenance of the system. The ongoing annual maintenance cost for each proposal is shown in the summary below. A total duration of 12 weeks is anticipated to complete the work.

<b>Vendor</b>	<b>Description</b>	<b>Implementation</b>	<b>Annual Maintenance Cost (after Year Two)</b>
<b>AwardSpring 1601 Bond Street Suite 303-B Naperville, IL 60563</b>	<b>Scholarship Management for Community Colleges</b>	<b>\$22,500</b>	<b>\$5,850</b>
Blackbaud World Headquarters 65 Fairchild Street Charleston, SC 29492	Scholarship Management for Higher Education	\$22,080	\$9,600
CommunityForce 44335 Premier Plaza Suite 110 Ashburn, VA 20147	Scholarship Management for Colleges	\$18,000	\$3,000

Board approval is also requested for a change order to an existing contract with Ferrilli to create a process to export data to import into AwardSpring. The total estimated cost of this dedicated project is \$7,000 plus travel and expenses.

The source of funding for the entire project is the American Rescue Plan (ARP) Higher Education Emergency Relief Fund (HEERF) III grant.

Consider Approval of Proposed COVID-19 Vaccination  
Opportunity and Incentive Program for Faculty, Staff, and Students Using  
Higher Education Emergency Relief Fund III (HEERF III) Institutional Grant Funds

Staff requests approval of this proposal to develop and operate a COVID-19 vaccination incentive program for faculty, staff, and students of Galveston College. COVID-19 vaccines are considered safe and effective, and the vaccines are considered effective in preventing severe illness due to COVID-19, as well as hospitalization and death due to COVID-19. As provided for in the HEERF III grant and in an effort to boost COVID-19 vaccination rates on campus, staff proposes the following vaccination incentive initiative:

- A \$200 gift certificate to the Galveston College bookstore for all GC full-time, part-time and Continuing Education students who are registered for the fall semester and who are fully vaccinated on or before November 1, 2021. \*
- \$300 for all Galveston College employees who are fully vaccinated on or before November 1, 2021. \* \*\*

Based on the number of employees and expected participation rates, the estimated expense for the employee vaccination incentive program is projected at \$90,000. Based on current enrollment and expected participation rates, the expense for the student vaccination incentive program is projected at \$200,000. The total cost is projected at \$290,000. The source of funding would be the Higher Education Emergency Relief Fund III (HEERF III) grant.

\* *Participation in the COVID-19 vaccination incentive program is strictly voluntary.*

\*\* *As provided for in HEERF III guidelines, individuals holding senior or executive leadership positions at Galveston College are not eligible to participate in the COVID-19 vaccination incentive program.*

# Galveston College Vaccination Opportunity and Incentive Program

*Funded through the federal government Higher Education Emergency Relief Funds (HEERF).*

## ON-CAMPUS VACCINATION CLINIC AS WELL AS OTHER VACCINATION LOCATIONS AND OPPORTUNITIES

- Insert information on On-Campus Vaccination Clinic here
- Insert information on other vaccination sites including the County Health Department Opportunities here
- To find other upcoming vaccine opportunities near you, visit [www.vaccines.gov](http://www.vaccines.gov).

## STUDENT VACCINATION INCENTIVE PROGRAM

- **Eligibility**  
Open to both credit and continuing education students; open to all full- or part-time students. Must be enrolled at GC for the Fall 2021 semester. Student must receive the full COVID-19 vaccination by Monday, November 1, 2021 to participate.
- **Deadlines**  
Students must receive at least two COVID-19 vaccinations and submit the application and proof of vaccinations on or before noon on Monday, November 1, 2021.
- **Prize Details**  
Each student participating will receive a \$200 gift certificate to the Galveston College bookstore. The gift certificate is a one-time use gift certificate - no balance forward will be offered. All gift certificates expire at the close of business on Tuesday, February 15, 2022.
- **How to Participate:**  
To participate, students must complete the electronic form at [insert link here](#) and attach a copy of their GC student ID and a copy of their CDC issued COVID-19 vaccination card. Alternatively, students may complete a manual form in the Office of Student Services and attach a copy of their student ID along with their vaccination card. It's that easy!!!\*

## EMPLOYEE VACCINATION REIMBURSEMENT OPPORTUNITY

To further encourage vaccinations among faculty and staff, the College will provide employees a one-time reimbursement of \$300. This incentive reimbursement opportunity will take place through November 1, 2021, and be payable as part of the November payroll.

- **Eligibility**

*This opportunity is open to both full-time and part-time GC employees. You must be a GC employee as of August 30, 2021, (the first day of fall classes) to participate. Also, employees must have received their full COVID-19 vaccinations by October 31, 2021, with a completed application and proof of vaccination submitted to Human Resources on or before noon Monday, November 1, 2021.*

- **How to Apply**

*Once you are fully vaccinated, please complete the vaccination reimbursement form at the link below. You will also need to upload proof of vaccination by attaching a copy of your COVID-19 vaccination card. **Insert link here.** Or, you may submit the completed application form along with a copy of our COVID vaccination record directly to Human Resources. The deadline to apply is on or before noon on Monday, November 1, 2021. \**

*\* Participation in the COVID-19 vaccination incentive program is strictly voluntary. In accordance with HEERF guidelines, individuals holding senior or executive leadership positions at Galveston College are not eligible to participate in the employee COVID-19 vaccine incentive program.*

Consider Ratifying Appointment of Full-time Instructor

It is recommended that the following individual be appointed to the position indicated and that the Board ratify the contractual appointment:

Kai-Wei (Victor) Liu, Engineering Instructor (9-month, tenure track)

An annual salary of \$59,125 will be prorated beginning August 20, 2021.

Education: Ph.D. in Civil Engineering, Texas A&M University; M.S. in Engineering, Texas A&M University

Experience: Visiting Assistant Professor, Texas A&M Corpus Christi; Assistant Research Scientist and Lab Manager, Texas A&M Transportation Institute

Consider Acceptance of Faculty Resignations

It is recommended that the resignation of the following individuals be accepted and that the President acknowledge, with appreciation, service rendered to the College:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Jana N. Benjey	Associate Degree Nursing Instructor	8/31/21
Wayne Way	Assistant Professor of Computer Science	8/31/21

Consider Acceptance of Faculty Retirement

It is recommended that the retirement of the following individual is accepted and that the President acknowledge, with appreciation, service rendered to the College.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Dr. Arlinda B. Washington	Associate Professor of Associate Degree Nursing	7/31/21

Consider Appointment of Voting Delegate and Alternate for the  
2021 Association of Community College Trustees (ACCT) Leadership Congress

Several Regents and the President will be attending the 2021 ACCT Leadership Congress next month. The Galveston College Board is entitled to one vote during the Regional Caucuses and Senate Meeting that will also be held in-person or virtually. The Board Chair or the Board must choose its voting delegate(s) internally prior to registration for the Regional Caucuses and the Senate Meeting. ACCT does not weigh in on voting delegate selection. Only voting members of governing boards may serve as voting delegates. Fiscal year 2022 ACCT membership dues must be received and verified by September 27, 2021, for a voting delegate to be eligible. Voting delegates must register by September 27, 2021, to ensure sufficient time before the elections to receive voting credentials.

The Board may consider the appointment of the voting delegate and alternate representing Galveston College at the 2021 ACCT Leadership Congress.

Consider Nominating Directors to Galveston Central  
Appraisal District's Board of Directors by Adoption of Resolution

The following correspondence was received from Chief Appraiser Tommy Watson of the Galveston Central Appraisal District (GCAD) regarding the selection of the GCAD Board of Directors. Galveston College may nominate up to five individuals for consideration and must submit these names by written resolution to GCAD. Each director will serve a two-year term beginning January 1, 2022, through December 31, 2023. Once nominations are made by each taxing entity, ballots will be prepared and distributed. Based on the 2020 tax levy, the College is entitled to 91 votes.

The Board may consider nominating individuals to serve on the GCAD Board of Directors by adopting the resolution presented.

**A RESOLUTION OF THE BOARD OF REGENTS OF THE  
GALVESTON COMMUNITY COLLEGE DISTRICT  
SUBMITTING THE NAMES OF FIVE NOMINEES OR LESS FOR ELECTION TO  
THE GALVESTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS**

**WHEREAS**, the Board of Directors of the Galveston Central Appraisal District consist of five members who serve two-year terms; and

**WHEREAS**, the Directors are elected by the voting units of the Galveston Central Appraisal District; and

**WHEREAS**, the Board of Regents of the Galveston Community College District is a voting unit in the Galveston Central Appraisal District; and

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

**WHEREAS**, the Board of Regents of the Galveston Community College District is entitled to submit the names of five nominees or less for election to the Board of Directors of the Galveston Central Appraisal District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE GALVESTON COMMUNITY COLLEGE DISTRICT:**

**SECTION 1.** The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Board of Regents and made a part hereof for all purposes.

**SECTION 2.** The Board of Regents of the Galveston Community College District hereby nominates \_\_\_\_\_ for the selection to the Board of Directors for the Galveston Central Appraisal District, as shown in “**Exhibit A**” attached hereto and incorporated herein for all intents and purposes.

**PASSED, APPROVED, AND ADOPTED** on the 8<sup>th</sup> day of September 2021.

**GALVESTON COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Karen F. Flowers  
Chairperson, Board of Regents

**ATTEST:**

\_\_\_\_\_  
Michael B. Hughes  
Secretary, Board of Regents

(DISTRICT SEAL)



# GALVESTON CENTRAL APPRAISAL DISTRICT

Tommy Watson, Chief Appraiser

9850 Emmett F. Lowry Expressway, Suite A - Texas City, Texas 77591  
Telephone: (409) 935-1980 or toll-free (866) 277-4725  
Fax: (409) 935-4319

August 06, 2021

Dr. W. Myles Shelton  
President  
Galveston College  
4015 Avenue Q  
Galveston, TX 77550

Dear Dr. Shelton:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 1, 2022 through December 31, 2023.

Section 6.03(a) of the Property Tax Code provides for the appointment of the County Assessor-Collector as a non-voting member of the Appraisal District Board of Directors. If the County Assessor-Collector is elected to the board as a voting member during the voting process, then this provision is not applicable. If the County Assessor-Collector is appointed as a non-voting member, the Central Appraisal District, in effect, would have a six-member board with (5) five serving as voting members and (1) one as a non-voting member. This provision has no effect on the number of votes you have in the election process.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2018 tax levy (*Vote Allocation enclosed*), receives nominations, prepares and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with the **written resolution**. Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 15, 2021**. You may also email the nominations to us at [gcad@galvestoncad.org](mailto:gcad@galvestoncad.org).

An alphabetized ballot will be delivered to you before October 31st. Your vote (**and resolution**) must be submitted to the chief appraiser **before December 10th**.

I have enclosed a *Calendar of Events* of the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Tommy Watson".

Tommy Watson  
Chief Appraiser

Received

AUG 12 2021

TW:ldf  
Enclosures

# Board of Directors Election Calendar

**1. Nominations** (before October 1).....August 06, 2021  
**\*mail early so entity secretaries can put on their September/October agenda's**

Entities return nomination .....before October 15

**2. Ballots** (ballots in alpha order).....before October 29

Entities return ballots .....before December 10

**3. Notify** (GCAD notifies all units and BOD).....before December 31

ENTITIES	2020 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	\$82,498,207.51	11.080%	110.7976767	553.9883836	554
Dickinson ISD	\$60,971,627.27	8.189%	81.8868052	409.434026	409
Friendswood ISD	\$42,840,251.72	5.754%	57.53579992	287.6789996	288
High Island ISD	\$1,537,266.46	0.206%	2.064597007	10.32298503	10
Hitchcock ISD	\$9,626,307.23	1.293%	12.92843213	64.64216064	65
Clear Creek ISD	\$110,656,748.82	14.862%	148.6154797	743.0773985	743
Santa Fe ISD	\$21,750,865.47	2.921%	29.21209361	146.0604681	146
Texas City ISD	\$74,588,563.36	10.017%	100.1747769	500.8738844	501
City of Galveston	\$37,493,879.76	5.036%	50.35545491	251.7772746	252
City of Texas City	\$29,064,413.87	3.903%	39.03441819	195.172091	195
City of La Marque	\$5,534,355.30	0.743%	7.432812517	37.16406258	37
City of Hitchcock	\$2,496,240.33	0.335%	3.352528951	16.76264476	17
City of Jamaica Beach	\$772,644.26	0.104%	1.037685442	5.188427211	5
City of Dickinson	\$5,297,260.26	0.711%	7.114386452	35.57193226	36
City of Friendswood	\$14,951,633.39	2.008%	20.08051196	100.4025598	100
City of Kemah	\$662,109.78	0.089%	0.889234173	4.446170867	4
City of League City	\$45,990,452.73	6.177%	61.76661855	308.8330927	309
City of Santa Fe	\$2,562,905.18	0.344%	3.442061933	17.21030966	17
Village of Tiki Island	\$1,392,662.29	0.187%	1.870389077	9.351945385	9
City of Bayou Vista	\$821,924.02	0.110%	1.103869703	5.519348517	6
Galveston County Road and Flood	\$3,449,180.56	0.463%	4.632357529	23.16178764	23
<b>GALVESTON COUNTY</b>	\$146,316,740.32	19.651%	196.5079652	982.5398262	983
Galveston College	\$13,624,505.01	1.830%	18.29813698	91.4906849	91
College of the Mainland	\$29,683,527.52	3.987%	40	199.3295361	199
Total Levy Amount Voting Entities:	\$744,584,272.42	100.000%	1000	X5	5000

85

Formula: 2020 Voting Districts Levy/ Grand Total All Voting Levy	X1000	X5	equals # of Votes
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Total votes to be elected: 834

# GALVESTON CENTRAL APPRAISAL DISTRICT

2022-2023 Board of Directors Election

## NOMINATION

VOTING UNIT

**Galveston College**

You may nominate up to (5) five **before October 15, 2021.**

NOMINEE(S)

1. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number
2. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number
3. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number
4. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number
5. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number

***Please note: The written resolution showing the nominee's name is required.***

The Board Facilities Committee was scheduled to meet in a closed meeting prior to the Regular Meeting to discuss the purchase and value of real property as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, under the following provision of the Act: Section 551.072, Deliberations about Real Property. The Board of Regents may adjourn to a closed meeting in Room M-220 under the same provision of the Act. Following this closed meeting, the Board will reconvene the Regular (Open) Meeting in Room M-220 to address **Action Item No. 18**. Mr. Michael B. Hughes, Facilities Committee Chairperson, will present the Committee's recommendation to the Board of Regents for consideration.

Consider Possible Action Regarding Purchase of Real Property

The Board of Regents is scheduled to convene in a closed meeting to deliberate the purchase and value of real property. Following that closed meeting, the Board will reconvene the open meeting and may take action as a result of that discussion.