

**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, February 14, 2024**, at 5:30 PM in Room M-220 Galveston College, 4015 Avenue Q, Galveston, Texas 77550.

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

- AGENDA -

I. Call to Order Regular Meeting	
II. Moment of Silence and Pledge of Allegiance	
III. Certification of Posting Notice of Regular Meeting	
IV. Recognition of Guests	
V. Consider Approval of Minutes from the Regular Meeting of January 10, 2024 <i>(Action Item)</i>	3
VI. Citizens Desiring to Appear Before the Board on Agenda and Non-agenda Items <i>(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.)</i>	
VII. Informative Reports:	
1. Student Success Story <i>(Dr. W. Myles Shelton)</i>	9
2. Monthly Financial Reports - January <i>(Mr. M. Jeff Engbrock)</i>	10
VIII. Consideration of Consent Agenda <i>(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.)</i>	34
IX. Action Items:	
1. Consider Approval of Budget Amendments to the Construction Budgets for Fiscal Year 2024	36
2. Consider Approval of Proposal(s) for Annual Construction Services Job Order Contracts	38
3. Consider Approval of Bid for Annual Plumbing Services Contract	39
4. Consider Approval of Bid for Annual Electrical Services Contract	41
5. Consider Approval of the EMS Program Hereafter Being Named the Moody EMS Program in Recognition of the Moody Foundation's \$5M Grant to the Health Science Education Center (HSEC) Capital Campaign	43
6. Consider Approval of Interlocal Agreement with City of Galveston for Emergency Medical Services Courses	46
7. Consider Approval of Proposal to Purchase Office Chairs for Faculty Offices	51
8. Consider Approval of Proposal to Purchase On-line Orientation Software and Hosting Contract	52

9. Consider Ratifying Acceptance of US Department of Agriculture Grant Titled Rapid Detection of Incursions of SARS-CoV-2 and Novel Coronaviruses on Texas Meat and Dairy Farms	54
10. Consider Approval of ATM Placement Agreement Between University Federal Credit Union and Galveston College	61
11. Consider Approval to Renew Website Content Management System and Web Hosting Contracts	72
12. Consider Acceptance of Faculty Resignations	79
13. Consider Conferment of Faculty Tenure	80
X. Special Reports and Comments:	
1. Student Representative (<i>Ms. Dora E. Martinez</i>)	
2. Faculty Representative (<i>Dr. Janene A. Davison</i>)	
3. President (<i>Dr. W. Myles Shelton</i>)	
4. Regents	
5. Chairperson (<i>Ms. Karen F. Flowers</i>)	
XI. Adjournment	

The notice for this meeting was posted on February 9, 2024 in compliance with the Texas Open Meetings Act., 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
January 10, 2024
5:30 p.m.**

At the Regular Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, January 10, 2024 in Room M-220 of Moody Hall, commencing at 5:30 p.m., the following Regents were present:

Ms. Karen F. Flowers, Chairperson
Mr. Fred D. Raschke, Vice Chairperson
Mr. Michael B. Hughes, Secretary
Mr. Garrik Addison
Mr. Armin Cantini (excused)
Dr. Norman Hoffman
Mr. Raymond Lewis, Jr. (attended virtually)
Ms. Mary R. Longoria
Ms. Carolyn L. Sunseri

Faculty and staff present included Dr. W. Myles Shelton, President, Ms. Veronica Atterberry, Mr. Ed Chrnko, Ms. Courtney Cross, Mr. Ron Crumedy, Ms. Janene Davison, Ms. Shelly Downes, Mr. Jeff Engbrock, Ms. Tamela Hall, Ms. Vicki Jernigan, Ms. Liz Lacy, Ms. Breanne Loreface, Dr. Cissy Matthews, Mr. Paul Mendoza, Dr. Van Patterson, Ms. Elvia Segura, and Ms. Mary Ana Thomas.

- I. CALL TO ORDER REGULAR MEETING:** Chairperson Flowers opened the Regular Meeting at 5:30 p.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE:** Ms. Flowers began with a moment of silence and asked Ms. Sunseri 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 January 5, 2024.
- IV. RECOGNITION OF GUESTS:** There were no guests in attendance.
- V. CONSIDER APPROVAL OF MINUTES FROM THE REGULAR MEETING OF NOVEMBER 8, 2023:** A reading of the minutes was waived. Mr. Raschke 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 desiring to appear before the Board.

VII. INFORMATIVE REPORTS:

1. Student Success Story: Dr. Shelton introduced this agenda item and Ms. Carmen Allen, Director of Institutional Effectiveness, who presented on the Student Marketing Survey. The survey asked students how they heard about Galveston College, how long before the semester started that they decided to enroll, their preferred way to receive communication from the College, social media usage, and what communication helped them decide to attend Galveston College. The takeaways included the following information: Eight out of 10 students decided to enroll more than one month before the fall term began, nearly nine out of 10 students use social media daily, and potential students value program-specific communications.
2. Monthly Financial Reports –November and December: Mr. M. Jeff Engbrock, Comptroller/CFO, presented the financial report for the month of December. With 33 percent of the year completed, income generated was \$12,262,464 or 41.8 percent of the fiscal year 2023-24 revenue budget compared to 42.7 percent this time last year. Tuition and fees were \$3,819,411 or 73.1 percent of the budget. Local taxes are \$5,493,855 or 30.9 percent of the budget compared to 32.1 percent last year. State funds for September are \$2,435,567, or 50 percent of the budget, based on the change in how state funds are now distributed. Local Revenue is \$513,630 or 36.5 percent of the budget, compared to 114.8 percent last year. That is due to the higher interest rates. He reported that total expenses are \$8,795,097, or 30 percent of the expenditure budget, compared to 31.2 percent last year.

VIII. CONSENT AGENDA: Ms. Flowers proceeded with the Consent Agenda. Mr. Hughes moved to approve the Consent Agenda and Action Item Nos. 1,5,6, and 7; Ms. Sunseri seconded. The motion passed unanimously. A copy of the Consent Agenda is attached as **Exhibit A**.

IX. ACTION ITEMS:

1. Consider Acceptance of Fiscal Year 2023-24 First Quarter Investment Report: The Board unanimously accepted the Fiscal Year 2023-24 First Quarter Investment Report. This item was passed in the Consent Agenda.
2. Consider Approval of Finance Committee Recommendation Regarding Acceptance of Financial Statements and Single Audit Reports for the Years Ended August 31, 2023 and 2022, and Required Communications Letter: Mr. Raschke, Finance Committee Chairperson, presented this item to the Board. The Board Finance Committee met prior to the Regular Board Meeting to review and discuss the financial statements and single audit reports for the years ended August 31, 2023, and 2022, and the required communications letter.

It was the Committee's recommendation, and Mr. Raschke moved to adopt the financial statements and single audit reports for the years ended August 31, 2023, and 2022, and required communications letter; Ms. Longoria seconded. The motion passed unanimously.

Mr. Raschke stated that every year staff gets glowing remarks from the auditors, and he commended staff for everything that they do for the College.

3. Consider Approval of Facilities Committee Recommendation Regarding Acceptance of Completed Welding Booths Project and Release of Retainage: Mr. Michael B. Hughes, Facilities Committee Chairperson, presented this item to the Board. The Facilities Committee met prior to this meeting to review and consider acceptance of the completed welding booths project, and release of retainage. Unbehagen Construction completed the welding booths project at the ATC Campus and has also completed all punch list items. The work has been reviewed and approved by Matt Sickorez, Vice President with LEAF Engineers.

It is the Committee's recommendation, and Mr. Raschke moved to accept the welding booths project, and the release of retainage in the amount of \$13,316.87 to Unbehagen Construction; Dr. Hoffman seconded. The motion passed unanimously.

4. Consider Adoption of Resolution Ordering the Galveston Community College District May 4, 2024, General Election and Accepting the Terms of the Contract for Election Services: Dr. Shelton presented this item to the Board. This is an election year, and the General Election will be held on May 4, 2024 for Positions 1, 2, and 3, on the Board of Regents. Early voting begins on April 22, and ends on April 30. The first day to file for a place on the ballot is January 17, and the last day is February 16. The Contract for Election Services is also included and helps the College control expenses by having that joint effort.

Mr. Lewis moved to adopt the resolution ordering the Galveston Community College District May 4, 2024 General Election and accepting the terms of the contract for election services; Ms. Sunseri seconded. The motion passed unanimously.

5. Consider Acceptance of Texas Higher Education Coordinating Board Texas Reskilling and Upskilling for Education (TRUE) 2023 Grant Award: The board unanimously accepted the Texas Higher Education Coordinating Board Texas Reskilling and Upskilling for Education (TRUE) 2023 Grant. This item was passed in the Consent Agenda.
6. Consider Approval of Proposal to Purchase Faculty and Staff Office Chairs at the Applied Technology Center: The Board unanimously approved the proposal to purchase faculty and staff office chairs at the Applied Technology Center. This item was passed in the Consent Agenda.

7. Consider Ratifying Appointment of Full-time Instructors: The Board unanimously ratified the appointment of the following full-time instructors: Ms. Courtney Unkefer, Nursing Instructor, 9-month tenure track, at an annual salary of \$56,165 that will be prorated beginning January 5, 2024. Ms. Brandi Castillo, Adjunct, Development Mathematics, 9-month tenure track, at an annual salary of \$58,799 that will be prorated beginning January 5, 2024. Mr. Henry Deslaurier, History Instructor, 9-month tenure track, at an annual salary of \$60,646 that will be prorated to beginning January 5, 2024.

XI. SPECIAL REPORTS AND COMMENTS:

1. Student Representative: There was no student report.
2. Faculty Representative: Ms. Liz Lacy introduced Ms. Shelly Downes, Program Coordinator for English, Humanities, and Philosophy who presented on incorporating AI and technology into her composition course this Fall. Ms. Downes designed two sections for her Composition II class specifically for STEM Majors and other majors that require APA format. The students had to use AI in an ethical way to design a project. The students used AI to brainstorm, outline their presentation, and to use in creative ways. In those two particular classes, there was no AI use in the wrong way, versus the other classes where she observed AI being used unethically. Ms. Downes showed the Board some pictures of the completed student projects.

Mr. Raschke stated that it is refreshing to hear that students are learning to use AI in the right ways.

3. President: Dr. Shelton gave an update on what was discussed at General Assembly. Discussions involved gamification, AI, virtual reality, immersive visualization and augmented reality. The conversation is about how we teach students to use it ethically, and we have to teach them how to use it because it is part of the business world that they will be working in. We will be bringing more information to the Board about this, especially as we get closer to the Budget approval. Other updates included:
 - Spring Registration is open. More students are registered this Spring than were registered last Spring. We are not back to pre-Covid numbers yet, but we may also start experiencing the enrollment cliff that is anticipated to progress through 2025.
 - Facilities Projects: The completion of the welding project was adopted tonight. The upgrade of the Physical Plant is going well and is on schedule. That work will continue on nights and weekends to avoid interrupting College operations. The HSEC should be able to welcome students in the summer. We hope to have a dedication of the new building in late May or early June.
 - The Dates to Remember sheet is in your board folders.
 - The Chamber of Commerce banquet is this Saturday night and the college is being recognized with the Christy Mitchel Beach Comber Award. This is a significant award from the Chamber.

- The NLS is February 4-7. There is still time to sign up.
- The Board of Trustees Institute is February 27-28. There are two grant funded positions for board members to attend. We usually offer those to our newest board members. If you are interested in going, please let Chair Flowers or Dr. Shelton know.

4. Regents: Mr. Raschke thanked Ms. Lacy and her students on a wonderful Christmas program this year.

5. Chairperson: Ms. Flowers stated that it was great to see everyone at General Assembly. It's a new year with new ideas, and there was great energy in the room.

X. ADJOURNMENT: There being no further business to come before the Board, the Regular Meeting adjourned at 6:04 p.m.

Michael B. Hughes, Secretary

APPROVED AS CORRECT:

Karen F. Flowers, Chairperson

Consideration of Consent Agenda

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

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

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

Tally of
Action Items:

	<u>Consent Agenda</u>	<u>President Recommended Separate Action</u>	<u>Board Separate Action</u>	<u>Page #</u>
#1 – Consider Acceptance of Fiscal Year 223-24 First Quarter Investment Report	✓			
#2 – Consider Approval of Finance Committee Recommendation Regarding Acceptance of Financial Statements and Single Audit Reports for the Years Ended August 31, 2023 and 2022, and Required Communications Letter		✓		
#3 – Consider Approval of Facilities Committee Recommendation Regarding Acceptance of Completed Welding Booths Project and Release of Retainage		✓		
#4 – Consider Adoption of Resolution Ordering the Galveston Community College District May 4, 2024, General Election and Accepting the Terms of the Contract for Election Services		✓		
#5 – Consider Acceptance of Texas Higher Education Coordinating Board Texas Reskilling and Upskilling for Education (TRUE) 2023 Grant	✓			
#6 – Consider Approval of Proposal to Purchase Faculty and Staff Office Chairs at the Applied Technology Center	✓			
#7 – Consider Ratifying Appointment of Full-time Instructors	✓			

Student Success Story

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

Monthly Financial Reports –January

Attached is the monthly financial report for August, representing encumbrances and pre-encumbrances through January 31, 2024. The report is as follows:

Education and General Fund:

- Revenue Summary Sheet
- Expenditure Summary Sheet
- Summary Revenue/Expenditure Report
- Detail Revenue/Expenditure Report by State Classification

Auxiliary Fund (Bookstore, Snack Bar, Athletics):

- Summary Revenue/Expenditure Report by State Classification

Student Services / Student Activity Fund:

- Summary Revenue/Expenditure Report by State Classification

Construction Fund:

- Summary Revenue/Expenditure Report

Bond Fund:

- Summary Revenue/Expenditure Report

Operating Fund
Revenue Summary Sheet
February 2024 Meeting

As of January 31, 2024 (42% of Year)

Source	Budgeted 2023/2024	Year-to-Date		
		Received (\$) 2023/2024	Received (%) 2023/2024	Received (%) 2022/2023
State Funds	\$4,871,133	\$2,435,567	50.0%	43.0%
Tuition and Fees	\$5,222,652	\$4,290,977	82.2%	82.7%
Local Taxes	\$17,806,000	\$14,087,565	79.1%	74.7%
Local Revenues	\$1,405,700	\$664,538	47.3%	153.0%
Total Revenue	\$29,305,485	\$21,478,648	73.3%	71.4%

Operating Fund
Expenditure Summary Sheet
February 2024 Meeting
As of January 31, 2024 (42% of Year)

Source	Budgeted 2022/2023	Year-to-Date		
		Expended (\$) 2022/2023	Expended (%) 2022/2023	Expended (%) 2021/2022
Instruction	\$9,219,910	\$3,470,433	37.6%	37.0%
Community Service	\$22,883	\$15,720	68.7%	0.5%
Academic Support	\$1,954,471	\$810,840	41.5%	40.1%
Student Services	\$2,768,784	\$1,043,075	37.7%	36.8%
Institutional Support	\$6,185,224	\$2,645,061	42.8%	43.6%
Staff Benefits	\$27,377	\$45,868	167.5%	68.4%
Operations/ Maintenance	\$3,852,050	\$1,497,717	38.9%	44.2%
Interfund Transfers (out)	\$5,274,786	\$1,255,080	23.8%	27.9%
Total Expenditures	\$29,305,485	\$10,783,795	36.8%	38.2%

GALVESTON COLLEGE
Fund 11 Education and General

January 31, 2024

	Current year		Current year		Current year		Current year		Current year	
	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Remaining	% Expended	2024	2024	2024	2024
	2024	January	2024	2024	2024					
Revenue by State Classification										
State Funds	4,871,133	0	2,435,567	0	2,435,566	50.0%				
Tuition	2,971,736	298,236	2,484,435	0	487,301	83.6%				
Course Fees	3,015,188	222,274	2,539,282	0	475,906	84.2%				
Exemption\Waivers	(764,272)	(48,944)	(732,740)	0	(31,532)	95.9%				
Local Taxes	17,806,000	8,593,710	14,087,565	0	3,718,435	79.1%				
Local Revenue	1,397,300	150,189	659,055	0	738,245	47.2%				
Sales and Services	8,400	271	5,483	0	2,917	65.3%				
Total Revenue	29,305,485	9,215,736	21,478,648	0	7,826,837	73.3%				
Expenditures by State Classification										
instructions	9,233,567	567,078	3,470,433	88,070	5,675,063	37.6%				
Community Service	26,383	2,518	15,720	5,658	5,005	59.6%				
Academic Support	1,957,019	177,426	810,840	32,773	1,113,406	41.4%				
Student Services	2,768,784	254,983	1,043,075	326,630	1,399,079	37.7%				
institutional Support	6,165,519	563,785	2,645,061	514,081	3,006,377	42.9%				
Operations And Maintenances	3,852,050	235,772	1,497,717	859,534	1,494,799	38.9%				
Staff Benefits	27,377	0	45,868	0	(18,491)	167.5%				
Inter-Fund Appropriation	5,274,786	186,769	1,255,080	0	4,019,706	23.8%				
Expenditures Total	29,305,485	1,988,332	10,783,795	1,826,745	16,694,945	36.8%				
Expenditures by Type										
General Operating	3,640,223	184,508	1,310,147	464,093	1,865,983	36.0%				
Contracted Services	2,735,938	368,816	1,353,133	861,747	521,058	49.5%				
Travel	416,955	34,640	141,975	281	274,699	34.1%				
Equipment	440,329	23,614	291,857	77,343	71,129	66.3%				
Utilities	1,013,700	96,674	276,839	423,281	313,580	27.3%				
Faculty Full Time	4,577,965	355,323	1,832,439	0	2,745,526	40.0%				
Faculty Overloads\Adjunct	1,748,945	10,941	591,692	0	1,157,253	33.8%				
Stipends	458,770	35,419	176,696	0	282,074	38.5%				
Administrator Salaries	2,235,459	185,911	931,067	0	1,304,392	41.6%				
Professional Technical Salaries	2,150,808	174,354	840,923	0	1,309,885	39.1%				
Classified Salaries	2,435,099	196,534	988,441	0	1,446,658	40.6%				
Part-Time Salaries	624,629	26,845	184,387	0	440,243	29.5%				
Staff Benefits	1,551,879	107,984	609,119	0	942,760	39.3%				

GALVESTON COLLEGE
Fund 11 Education and General

Interfund Appropriations	5,274,786	186,769	1,255,080	0	4,019,706	23.8%
Expenditures Total	29,305,485	1,988,332	10,783,795	1,826,745	16,694,945	36.8%
Excess Rev/Exp	0	7,227,404	10,694,854			

Galveston College
Fund 11 Detail Rev\Exp
as of the end of January 2024

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	January	2024	2024	2024	2024
State Appropriation						
Academic/Technical	\$4,871,133	\$0	\$1,875,386	\$0	\$2,995,747	38.5%
Incentive	\$0	\$0	\$194,845	\$0	(\$194,845)	Infinity
Core	\$0	\$0	\$365,335	\$0	(\$365,335)	Infinity
Health Insurance	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$4,871,133	\$0	\$2,435,567	\$0	\$2,435,566	50.0%
Tuition						
In District Tuition	\$1,261,975	\$78,388	\$1,017,093	\$0	\$244,883	80.6%
Out of District Tuition	\$916,696	\$81,444	\$822,299	\$0	\$94,397	89.7%
Non Resident Tuition	\$389,815	\$24,671	\$355,819	\$0	\$33,996	91.3%
CE Workforce Training	\$140,000	\$1,515	\$24,435	\$0	\$115,565	17.5%
CE Workforce Info Tech	\$18,250	\$0	\$788	\$0	\$17,462	4.3%
CE Workforce Health Prof	\$205,000	\$79,842	\$187,899	\$0	\$17,101	91.7%
CE Leisure Learning	\$40,000	\$32,377	\$76,102	\$0	(\$36,102)	190.3%
CE Childrens Programs	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$2,971,736	\$298,236	\$2,484,435	\$0	\$487,301	83.6%
Course Fees						
Building Use Fee	\$1,287,395	\$94,932	\$1,106,165	\$0	\$181,230	85.9%
Student Service Fee	\$62,060	\$4,519	\$52,096	\$0	\$9,964	83.9%
General Service Fee	\$285,395	\$20,356	\$225,617	\$0	\$59,778	79.1%
Registration Fee	\$171,237	\$11,900	\$134,901	\$0	\$36,336	78.8%
Out of District Fee	\$503,186	\$43,579	\$459,398	\$0	\$43,788	91.3%
Course and Lab fees	\$335,000	\$12,587	\$277,747	\$0	\$57,253	82.9%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of January 2024

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	January	2024	2024	2024	2024
Distance Education fee	\$235,000	\$25,191	\$203,820	\$0	\$31,180	86.7%
Distance Education fee N/R	\$14,000	(\$2,570)	\$6,530	\$0	\$7,470	46.6%
Testing Fees	\$18,800	\$265	\$1,552	\$0	\$17,248	8.3%
Testing Fees GED	\$2,550	\$0	\$0	\$0	\$2,550	0.0%
Testing Fees-Contract	\$2,550	\$80	\$1,737	\$0	\$813	68.1%
Late Registration Fees	\$6,375	\$3,450	\$5,800	\$0	\$575	91.0%
Schedule Change Fees	\$2,600	\$1,220	\$2,550	\$0	\$50	98.1%
Student Health\Insurance Fees	\$60,000	\$2,764	\$38,114	\$0	\$21,886	63.5%
SurCharge 3peat > 27 Dev hrs	\$29,040	\$4,002	\$23,256	\$0	\$5,784	80.1%
Other fees	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$3,015,188	\$222,274	\$2,539,282	\$0	\$475,906	84.2%
Exemption/Waivers						
Competitive Waiver	(\$34,650)	\$0	(\$28,880)	\$0	(\$5,770)	83.3%
Foster Care	(\$23,342)	(\$535)	(\$17,297)	\$0	(\$6,045)	74.1%
Hazelwood Waiver Credit	(\$16,830)	(\$4,962)	(\$10,447)	\$0	(\$6,383)	62.1%
Hazelwood Dependant	(\$41,200)	(\$15,579)	(\$39,986)	\$0	(\$1,214)	97.1%
Concurrent Enrollment	\$0	\$0	\$0	\$0	\$0	NaN
Blind	(\$5,400)	\$0	(\$3,562)	\$0	(\$1,838)	66.0%
Fireman	(\$12,400)	(\$1,294)	(\$4,130)	\$0	(\$8,270)	33.3%
Police	(\$1,650)	(\$300)	(\$495)	\$0	(\$1,155)	30.0%
TEC 54.052	(\$102,300)	(\$10,288)	(\$80,558)	\$0	(\$21,742)	78.7%
Military Waiver	(\$13,200)	(\$2,788)	(\$6,642)	\$0	(\$6,558)	50.3%
GISD Dual Credit	(\$510,000)	(\$13,198)	(\$540,741)	\$0	\$30,741	106.0%
Other	(\$3,300)	\$0	\$0	\$0	(\$3,300)	0.0%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of January 2024

	Budget 2024	(MTD) Actual January	(YTD) Actual 2024	Encumbrances 2024	Available 2024	% of Budget 2024
Total	(\$764,272)	(\$48,944)	(\$732,740)	\$0	(\$31,532)	95.9%
Local Taxes						
Current Taxes	\$17,440,900	\$8,553,513	\$13,912,057	\$0	\$3,528,843	79.8%
Delinquent	\$230,000	\$29,845	\$130,816	\$0	\$99,184	56.9%
Penalty & Interest	\$130,000	\$9,104	\$42,456	\$0	\$87,544	32.7%
Other	\$5,100	\$1,248	\$2,237	\$0	\$2,863	43.9%
Total	\$17,806,000	\$8,593,710	\$14,087,565	\$0	\$3,718,435	79.1%
Local Revenue						
Interest Income	\$1,200,000	\$149,675	\$655,209	\$0	\$544,791	54.6%
Miscellaneous Revenue	\$10,500	\$80	\$749	\$0	\$9,751	7.1%
Misc. Revenue-Vehicles	\$3,000	\$433	\$2,177	\$0	\$823	72.6%
Administrative Allowance	\$3,800	\$0	\$0	\$0	\$3,800	0.0%
Indirect Cost Recovery	\$180,000	\$0	\$920	\$0	\$179,080	0.5%
Insurance Reimbursements		\$0	\$0			
Donations	\$0	\$0	\$0	\$0	\$0	NaN
Sales and Services	\$8,400	\$271	\$5,483	\$0	\$2,917	65.3%
Total	\$1,405,700	\$150,460	\$664,538	\$0	\$741,162	47.3%
Inter-Fund Appropriations						
Transfers from Ed & Gen (Fund Bal...	\$0	\$0	\$0	\$0	\$0	NaN
Transfers from Federal Grants	\$0	\$0	\$0	\$0	\$0	NaN
Transfers from Bond Revenue	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$0	\$0	\$0	\$0	\$0	NaN
Total Revenue	\$29,305,485	\$9,215,736	\$21,478,648	\$0	\$7,826,837	73%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of January 2024

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	January	2024	2024	2024	2024
Exp by State Classification						
Instructional						
Welding	\$413,955	\$30,877	\$175,874	\$8,637	\$229,443	42.5%
Biology	\$360,768	\$17,564	\$134,496	\$3,878	\$222,395	37.3%
Biotechnology	\$0	\$0	\$0	\$0	\$0	NaN
Chemistry	\$214,026	\$13,809	\$75,024	\$0	\$139,002	35.1%
Env Science	\$60,096	\$0	\$14,971	\$0	\$45,125	24.9%
Physics	\$122,212	\$11,584	\$42,079	\$0	\$80,133	34.4%
Accounting	\$79,377	\$4,252	\$28,900	\$0	\$50,477	36.4%
Accounting Tech	\$0	\$0	\$0	\$0	\$0	NaN
Business Admin	\$10,921	\$0	\$2,435	\$0	\$8,486	22.3%
Hosp/Tourism	\$9,740	\$0	\$5,141	\$0	\$4,599	52.8%
Medical Office Admin	\$229,098	\$13,654	\$83,701	\$8,185	\$137,212	36.5%
Logistics Op	\$77,884	\$0	\$5,590	\$0	\$72,294	7.2%
Med Off Admin	\$0	\$0	\$0	\$0	\$0	NaN
Sm Bus Manage	\$0	\$0	\$0	\$0	\$0	NaN
Office Tech	\$0	\$0	\$0	\$0	\$0	NaN
Paralegal	\$0	\$0	\$0	\$0	\$0	NaN
Speech	\$97,429	\$4,307	\$35,487	\$0	\$61,942	36.4%
Comp. Science	\$27,661	\$0	\$16,617	\$0	\$11,044	60.1%
Comp. Tech.	\$107,511	\$0	\$39,897	\$0	\$67,614	37.1%
Culinary Arts	\$158,223	\$11,284	\$73,051	\$4,509	\$80,663	46.2%
Cosmetology	\$263,870	\$21,843	\$111,806	\$125	\$151,939	42.4%
Engineering	\$7,345	\$0	\$0	\$0	\$7,345	0.0%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of January 2024

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2024	January	2024	2024	2024	2024	2024	2024	2024	2024
Develop-Read	\$110,546	\$6,391	\$50,492	\$0	\$0	\$60,054	45.7%			
Develop-Write	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Develop-Other	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Education	\$10,084	\$0	\$3,736	\$0	\$0	\$6,348	37.0%			
English	\$309,919	\$22,175	\$134,466	\$0	\$0	\$175,453	43.4%			
Humanities	\$5,481	(\$1,630)	\$4,994	\$0	\$0	\$487	91.1%			
Philosophy	\$14,608	\$2,435	\$9,334	\$0	\$0	\$5,274	63.9%			
Foreign Lang-SPAN	\$24,869	\$0	\$3,991	\$0	\$0	\$20,878	16.0%			
Nursing-RN	\$955,781	\$52,809	\$326,849	\$317	\$0	\$628,614	34.2%			
Nursing Admin	\$189,701	\$14,958	\$76,648	\$298	\$0	\$112,755	40.4%			
Allied Health	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Clinical Research	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Emer Med Serv	\$377,525	\$17,032	\$99,657	\$28,728	\$0	\$249,140	26.4%			
Imaging-CT	\$149,113	\$8,056	\$49,131	\$2,862	\$0	\$97,120	32.9%			
Imaging-MRI	\$147,322	\$8,041	\$53,908	\$0	\$0	\$93,414	36.6%			
Imaging-Mam	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Imaging-Nuclear	\$193,939	\$16,260	\$80,570	\$626	\$0	\$112,743	41.5%			
Imaging-Rad Thy	\$189,335	\$10,818	\$74,869	\$1,507	\$0	\$112,959	39.5%			
Imaging-Rad Tch	\$423,140	\$34,479	\$150,919	\$1,520	\$0	\$270,700	35.7%			
Ophthalmic Asst	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Pharmacy Tech	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Phlebotomy Tech	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Sonography	\$223,829	\$14,471	\$90,841	\$1,550	\$0	\$131,438	40.6%			
Surgical Tech	\$148,396	\$9,464	\$48,993	\$0	\$0	\$99,403	33.0%			

Galveston College

Fund 11 Detail Rev\Exp

as of the end of January 2024

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2024	January	2024	2024	2024	2024	2024	2024	2024	2024
Nursing-LVN	\$189,169	\$8,591	\$65,531	\$118	\$123,520					34.6%
Develop-Math	\$281,854	\$17,098	\$91,779	\$0	\$190,075					32.6%
Mathematics	\$362,104	\$21,364	\$170,680	\$0	\$191,424					47.1%
Auto Tech	\$0	\$0	\$0	\$0	\$0					NaN
HVAC Tech	\$130,019	\$8,039	\$43,962	\$4,614	\$81,442					33.8%
Industrial Sys	\$0	\$0	\$0	\$0	\$0					NaN
Electrical and Electronics	\$160,405	\$8,203	\$41,657	\$1,192	\$117,556					26.0%
Instrumentation	\$120,107	\$9,620	\$50,076	\$543	\$69,488					41.7%
Fitness Center	\$130,327	\$9,031	\$54,191	\$950	\$75,186					41.6%
Physical Ed.	\$123,816	\$12,082	\$54,300	\$132	\$69,385					43.9%
CJ-Academic	\$82,511	\$6,549	\$32,745	\$0	\$49,766					39.7%
CJ-Law Enforce	\$176,284	\$15,152	\$68,937	\$485	\$106,861					39.1%
Economics	\$59,378	\$4,270	\$27,370	\$0	\$32,008					46.1%
Government/PS	\$142,293	\$6,114	\$40,302	\$0	\$101,991					28.3%
History/Geog.	\$136,708	\$4,320	\$55,420	\$0	\$81,288					40.5%
Psychology	\$121,614	\$7,470	\$49,201	\$0	\$72,413					40.5%
Sociology	\$35,028	(\$1,245)	\$16,078	\$0	\$18,950					45.9%
Art	\$163,907	\$16,890	\$70,518	\$4,261	\$89,128					43.0%
Digital Imaging	\$0	\$0	\$0	\$0	\$0					NaN
Drama / Theater	\$154,397	\$9,244	\$56,376	\$0	\$98,021					36.5%
Music	\$64,021	\$851	\$36,848	\$1,176	\$25,997					57.6%
Medical Bachelors	\$220,830	\$16,804	\$92,692	\$3,194	\$124,945					42.0%
Nursing BSN	\$273,258	\$20,079	\$112,787	\$1,275	\$159,195					41.3%
Accreditation	\$11,500	\$3,664	\$7,483	\$0	\$4,017					65.1%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of January 2024

	Budget (MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2024	January	2024	2024	2024	2024	2024	2024
Accreditation QEP	\$46,562	\$3,632	\$17,078	\$0	\$29,484		36.7%	
ATD	\$0	\$0	\$0	\$0	\$0		NaN	
Faculty Dev.	\$87,161	\$2,800	\$16,286	\$0	\$70,875		18.7%	
Lecture Series	\$6,250	\$0	\$1,701	\$0	\$4,549		27.2%	
CE-Workforce	\$49,417	\$1,690	\$15,311	\$1,018	\$33,088		31.0%	
CE Cisco	\$10,554	\$0	\$634	\$0	\$9,920		6.0%	
CE Allied Health	\$180,389	\$9,833	\$76,023	\$6,370	\$97,996		42.1%	
Total Instructional	\$9,233,567	\$567,078	\$3,470,433	\$88,070	\$5,675,063		38%	
Instructional Donations	\$0	\$0	\$0	\$0	\$0		NaN	
2								
Community Services								
CE Leisure Learning	\$26,383	\$2,600	\$15,720	\$5,658	\$5,005		59.6%	
CE Children Programs	\$0	(\$82)	\$0	\$0	\$0		NaN	
Total Community Service	\$26,383	\$2,518	\$15,720	\$5,658	\$5,005		59.6%	
Academic Support								
Vice President of Instruction	\$294,816	\$23,534	\$119,383	\$0	\$175,433		40.5%	
Arts & Sciences Administration	\$71,403	\$4,865	\$33,240	\$0	\$38,163		46.6%	
Tech\Professional Ed. Administration	\$244,356	\$17,093	\$103,610	\$2,087	\$138,659		42.4%	
Adult & Continuing Ed. Administration	\$256,084	\$19,197	\$99,401	\$1,592	\$155,090		38.8%	
Distance Education Administration	\$182,890	\$14,283	\$75,837	\$15	\$107,038		41.5%	
Hamshire - Fannett Administration	\$0	\$0	\$0	\$0	\$0		NaN	
Grants Development	\$76,392	\$6,246	\$32,765	\$200	\$43,427		42.9%	
Library & Learning Resources	\$435,689	\$66,034	\$203,425	\$28,404	\$203,860		46.7%	

Galveston College
Fund 11 Detail Rev\Exp
as of the end of January 2024

	Budget 2024	(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
		January	2024	2024	2024	2024	2024	2024	2024
Media Services	\$56,114	\$4,178	\$21,942	\$475	\$33,697				39.1%
Student Success Center (Tutoring)	\$168,754	\$9,317	\$59,686	\$0	\$109,068				35.4%
Testing Center	\$170,521	\$12,678	\$61,551	\$0	\$108,970				36.1%
Total For Academic Support	\$1,957,019	\$177,426	\$810,840	\$32,773	\$1,113,406				41.4%
Student Services									
Vice President of Student Services	\$359,337	\$21,980	\$144,149	\$928	\$214,260				40.1%
Admissions\Records	\$588,885	\$47,208	\$240,674	\$1,165	\$347,046				40.9%
Campus Security	\$642,290	\$101,320	\$218,312	\$324,409	\$99,569				34.0%
Counseling	\$693,532	\$51,118	\$264,337	\$0	\$429,195				38.1%
Financial Aid	\$400,272	\$27,345	\$148,129	\$128	\$252,015				37.0%
Student Activities	\$84,468	\$6,013	\$27,474	\$0	\$56,994				32.5%
Phi Theta Kappa	\$0	\$0	\$0	\$0	\$0				NaN
Total For Student Services	\$2,768,784	\$254,983	\$1,043,075	\$326,630	\$1,399,079				37.7%
Institutional Support									
Board of Regents	\$81,960	\$2,816	\$13,831	\$194	\$67,935				16.9%
President	\$592,420	\$39,318	\$186,251	\$390	\$405,779				31.4%
General Institutional Expenses	\$526,417	\$21,649	\$95,710	\$281	\$430,426				18.2%
Vice President for Administration	\$214,249	\$16,989	\$86,079	\$297	\$127,874				40.2%
Business Services	\$915,953	\$87,763	\$345,483	\$19,098	\$551,372				37.7%
Human Resources & Risk Mgmt.	\$466,299	\$40,880	\$191,019	\$36,177	\$239,103				41.0%
Professional Development	\$9,600	\$0	\$3,870	\$4,730	\$1,000				40.3%
Purchasing	\$92,045	\$8,101	\$38,246	\$38	\$53,761				41.6%
Research and Planning	\$238,421	\$16,722	\$120,859	\$500	\$117,062				50.7%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of January 2024

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	January	2024	2024	2024	2024
Information Technology	\$1,863,118	\$187,023	\$1,145,951	\$337,832	\$379,335	61.5%
Communications	\$96,442	\$27,620	\$47,733	\$6,959	\$41,751	49.5%
Vice Pres. Community Engagement	\$0	\$0	\$0	\$0	\$0	NaN
Development	\$285,994	\$33,015	\$114,925	\$1,761	\$169,307	40.2%
GC Foundation	\$72,540	\$7,670	\$27,315	\$434	\$44,791	37.7%
Marketing & Media	\$710,061	\$74,218	\$227,789	\$105,389	\$376,883	32.1%
Total for Institutional Support	\$6,165,519	\$563,785	\$2,645,061	\$514,081	\$3,006,377	42.9%
Staff Benefits						
Staff Benefits - State Eligible	\$27,377	\$0	\$45,839	\$0	(\$18,462)	167.4%
Staff Benefits - Non-State Eligible	\$0	\$0	\$0	\$0	\$0	NaN
Staff Benefits - Retirees	\$0	\$0	\$29	\$0	(\$29)	Infinity
Total For Staff Benefits	\$27,377	\$0	\$45,868	\$0	(\$18,491)	167.5%
Operations and Maintenance						
Plant Administration	\$941,129	\$16,216	\$593,312	\$0	\$347,817	63.0%
Building Maintenance	\$1,103,278	\$55,750	\$343,506	\$373,946	\$385,826	31.1%
Custodial Services	\$727,943	\$57,387	\$267,541	\$24,109	\$436,293	36.8%
Custodial Services Tech Center	\$0	\$0	\$0	\$0	\$0	NaN
Grounds Maintenance	\$81,000	\$11,295	\$26,030	\$38,345	\$16,625	32.1%
Grounds Maintenance Tech Cente	\$0	\$0	\$0	\$0	\$0	NaN
Transportation	\$20,000	\$85	\$650	\$6,812	\$12,538	3.2%
Utilities	\$865,000	\$87,407	\$245,960	\$344,040	\$275,000	28.4%
Utilities Tech Center	\$113,700	\$7,633	\$20,717	\$72,283	\$20,700	18.2%
Total for Operations and M...	\$3,852,050	\$235,772	\$1,497,717	\$859,534	\$1,494,799	38.9%

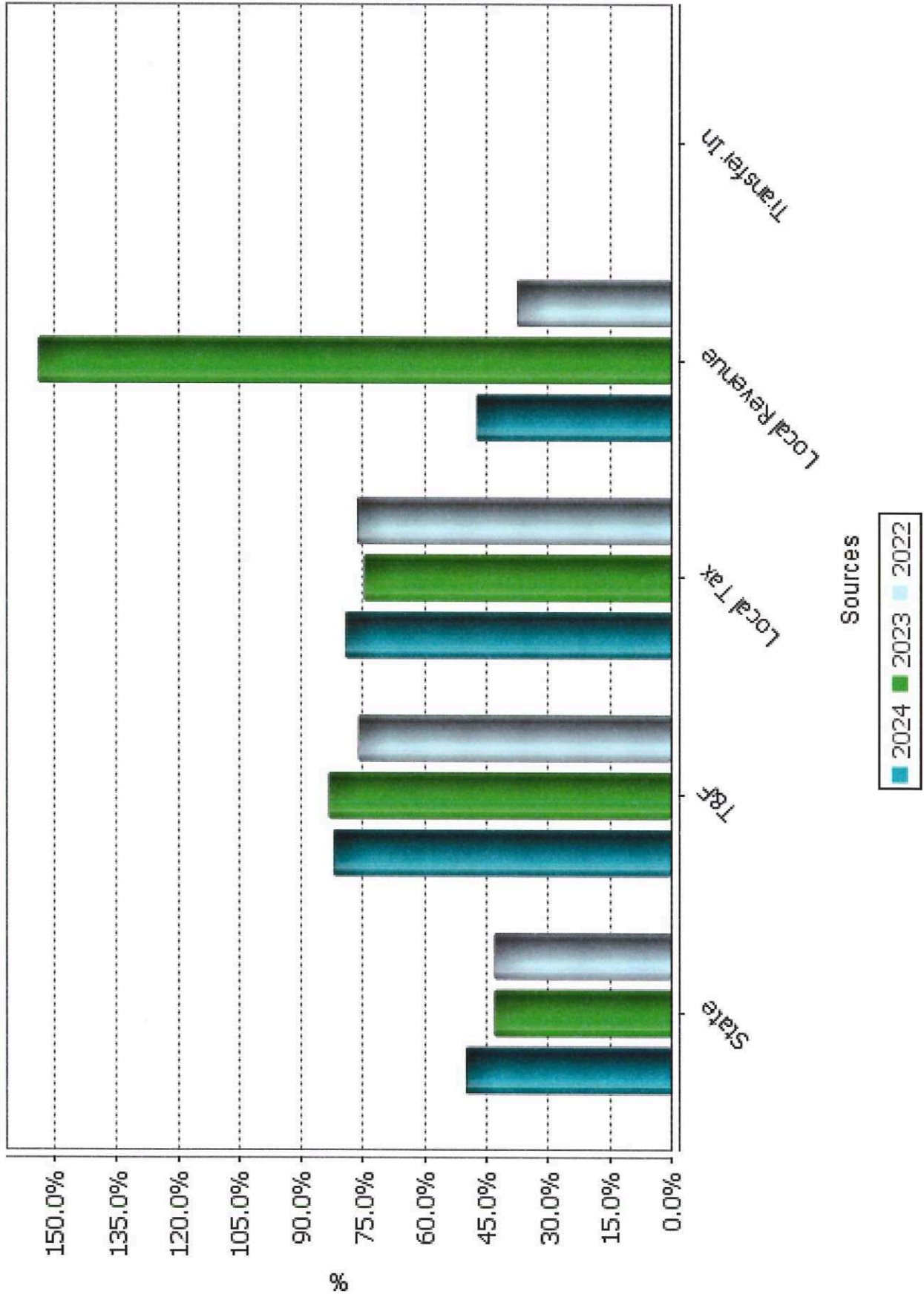
Galveston College

Fund 11 Detail Rev\Exp

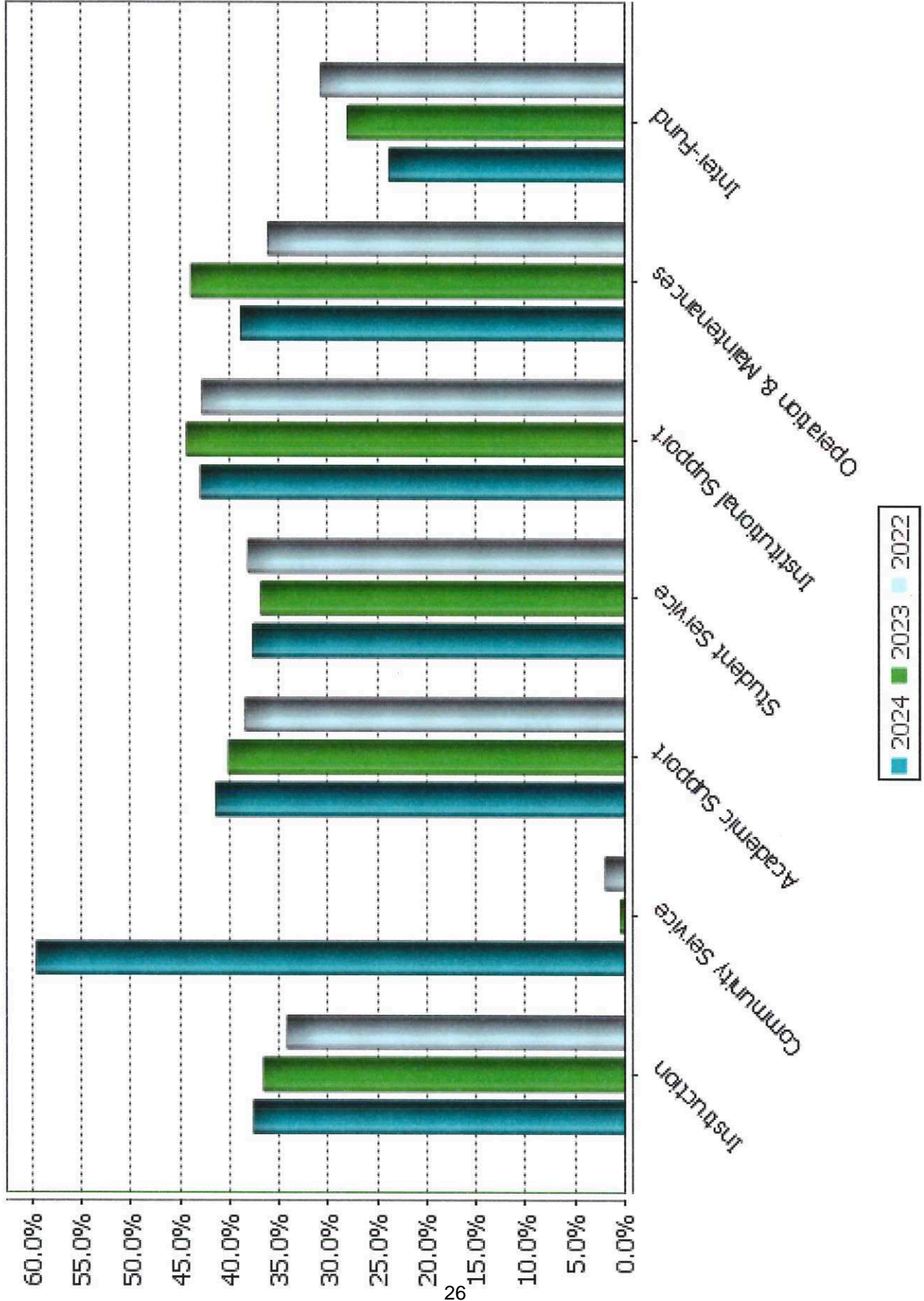
as of the end of January 2024

	Budget 2024	(MTD) Actual January	(YTD) Actual 2024	Encumbrances 2024	Available 2024	% of Budget 2024
Inter-fund Appropriations						
Transfers to Auxiliary	\$672,480	\$0	\$70,183	\$0	\$602,297	10.4%
Transfers to Student Activity Fund	\$62,060	\$4,519	\$52,096	\$0	\$9,964	83.9%
Transfer to State Eligible Ben	\$1,520,248	\$113,625	\$500,676	\$0	\$1,019,572	32.9%
Transfers to State Grants & Aid	\$152,498	\$68,625	\$68,625	\$0	\$83,873	45.0%
Transfers to Bond Revenue	\$1,867,500	\$0	\$563,500	\$0	\$1,304,000	30.2%
Transfer to Construction	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Capital Project	\$1,000,000	\$0	\$0	\$0	\$1,000,000	0.0%
Transfers to Fixed Assets	\$0	\$0	\$0	\$0	\$0	NaN
Total Inter-fund Appropriations	\$5,274,786	\$186,769	\$1,255,080	\$0	\$4,019,706	23.8%
Expenditures Totals						
	\$29,305,485	\$1,988,332	\$10,783,795	\$1,826,745	\$16,694,945	36.8%

3 Year Revenue by Percentage (YTD)



Three Year Expense by Percentage (TYD)



**Auxiliary fund
as of January 31, 2024**

January 31, 2024	Current year Budget 2024	Current year (MTD) Actual January	Current ... (YTD) Act... 2024	Current ... Encumbr... 2024	Current year Remaining 2024	Current year % Expended 2024
Revenue by State Classification						
Interfund Appropriations	\$672,480	\$0	\$70,183	\$0	\$602,297	10%
Bookstore Commission	\$55,000	\$0	\$0	\$0	\$55,000	0%
Student housing	\$346,495	\$13,800	\$342,550	\$0	\$3,945	99%
Food Service	\$477,394	\$18,727	\$505,171	\$0	(\$27,777)	106%
Special Event	\$0	\$0	\$0	\$0	\$0	NaN
Sales and Services	\$172,720	\$12,236	\$62,368	\$0	\$110,352	36%
Total Revenue	\$1,724,089	\$44,763	\$980,272	\$0	\$743,817	57%

Expenditures by Department						
Bookstore(retiree)	0	0	0	0	\$0	NaN
Student Housing	18,090	3,000	7,176	0	\$10,914	40%
Food Service	393,690	37,247	226,722	0	\$166,968	58%
Print Shop	105,200	6,097	38,580	53,096	\$13,524	37%
Special Event	0	0	0	0	\$0	NaN
Athletics General	108,326	3,078	30,503	1,358	\$76,465	28%
Baseball	485,940	113,852	297,899	7,949	\$180,092	61%
Softball	396,943	98,350	254,063	1,321	\$141,560	64%
General Institutional	215,900	24,941	63,683	31,950	\$120,267	29%
Transfer to Construction	0	0	0	0	\$0	NaN
Expenditures Total	1,724,089	286,565	918,624	95,673.57	\$709,791	53%

**Auxiliary fund
as of January 31, 2024**

Expenditures by Type									
General Operating	260,630	11,114	56,743	42,181	161,706.15				22%
Contracted Services	515,590	43,483	259,834	44,669	211,086.22				50%
Travel	143,480	42	30,152	0	113,327.66				21%
Equipment	69,353	22,545	48,598	8,823	11,932.30				70%
Special Event	0	0	0	0	0.00				NaN
Transfer to Scholars...	25,000	0	25,000	0	0.00				100%
Transfer to Construction	0	0	0	0	0.00				NaN
Scholarships	414,424	185,151	375,933	0	38,491.34				91%
Salaries & Stipends	225,755	18,847	95,160	0	130,594.90				42%
Staff Benefits	69,857	5,383	27,205	0	42,652.38				39%
Expenditures Total	1,724,089	286,565	918,624	95,673.57	709,790.95				53%

**Student Service Fund
as of January 31, 2024**

January 31, 2024	Current year		Current year (MTD) Actual January	Current ... (YTD) Act...	Current ... Encumbr...	Current year Remaining	Current year % Expended
	Budget 2024	2024					
Revenue by State Classification							
Interfund Appropriations	\$62,060		\$4,519	\$52,096	\$0	\$9,964	84%
Fund Balance Transfer	\$0		\$0	\$0	\$0	\$0	NaN
Total Revenue	\$62,060		\$4,519	\$52,096	\$0	\$9,964	84%

Expenditures by Department

Student Activities	37,450		906	4,984	2,079	\$30,386	13%
Student Government	22,010		5,316	6,503	103	\$15,404	30%
Phi Theta Kappa	2,600		0	168	0	\$2,432	6%
Expenditures Total	62,060		6,222	11,655	2,182	\$48,222	19%

Expenditures by Type

General Operating	36,750		6,222	10,655	2,182	23,912	29%
Contracted Services	0		0	0	0	0	0%
Travel	15,310		0	0	0	15,310	NaN
Equipment	0		0	0	0	0	0%
Scholarships	0		0	0	0	0	0%
Salaries & Stipends	10,000		0	1,000	0	9,000	19%
Staff Benefits	0		0	0	0	0	0%
Expenditures Total	62,060		6,222	11,655	2,182	48,222	19%

GALVESTON COLLEGE
Construction/Capital Project fund
as of January 31, 2024

	Current year Budget 2024	Current year (MTD) Actual January	Current year (YTD) Actual 2024	Current year Encumbrances 2024	Current year Remaining 2024
January 31, 2024					
Fund 71					
Revenue					
Fund Balance Transfer	5,856,864	0	0	0	5,856,864
Proposed Title V Grant Remodel Student Success Center	752,942	0	0	0	752,942
Total Revenue	6,609,806	0	0	0	6,609,806
Expenditures					
Facility Construction *	1,603,458	47,830	61,441	17,662	1,524,355
Furniture and Equipment *	400,000	0	0	0	400,000
Contingency *	235,000	0	0	0	235,000
Architectural & Engineering fees *	106,000	1,440	37,274	88,126	(19,400)
* 2nd floor Northern Remodel, Library Testing, and FA-207 Black Box Projects					
Softball Field-Construction	1,500,000	0	0	0	1,500,000
Softball Field- Architectural and Engineering fees	150,000	0	0	0	150,000
Electrical Transformer Upgrade- Construction	1,227,406	0	0	0	1,227,406
Electrical Transformer Upgrade- Archit, and Engin.	60,000	0	2,400	57,600	0
Electrical Transformer Upgrade- Contingency	125,000	0	0	0	125,000
Student Success Center -Remodel- Title V	752,942	0	0	0	752,942
Land/Building Purchase	450,000	0	0	0	450,000
Expenditures Total	6,609,806	49,270	101,115	163,388	6,345,303

GALVESTON COLLEGE
Construction\Capital Project fund
as of January 31, 2024

January 31, 2024

	Current year Budget 2024	Current year (MTD) Actual January	Current year (YTD) Actual 2024	Current year Encumbrances 2024	Current year Remaining 2024
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Nursing Health Science Building

	Current year Budget 2024	Current year (MTD) Actual January	Current year (YTD) Actual 2024	Current year Encumbrances 2024	Current year Remaining 2024
Revenue					
Fund Balance Transfer FY23 Bond Intrest	907,955	0	0	0	907,955
Transfer Bond Reserve intrest	152,625	0	0	0	152,625
Bond Proceeds	6,953,871	2,103,597	4,487,466	0	2,466,405
Total Revenue	8,014,451	2,103,597	4,487,466	0	3,526,985

Expenditures

Contingency-Owner	0	0	0	0	0
Equipment- Capital	3,410,580	1,478,332	1,960,796	425,545	1,024,239
Facility Construction	4,361,971	856,379	2,685,944	0	1,676,027
Arch and Engr Fees	241,900	20,432	92,272	0	149,628
Expenditures Total	8,014,451	2,355,143	4,739,012	425,545	2,849,895

Fund Revenue Total	14,624,257	2,103,597	4,487,466	0	10,136,791
Fund Expenditures Total	14,624,257	2,404,413	4,840,127	588,932	9,195,198
Fund 71 total		(300,816)	(352,661)	(588,932)	

Capital Projects Fund 72

GALVESTON COLLEGE
Construction\Capital Project fund
as of January 31, 2024

	Current year Budget 2024	Current year (MTD) Actual January	Current year (YTD) Actual 2024	Current year Encumbrances 2024	Current year Remaining 2024
January 31, 2024					
Revenue					
Transfer from fund 11 (1Mil) and fund balance (832K)	1,832,420	0	0	0	1,832,420
Total Revenue	1,832,420	0	0	0	1,832,420
Expenditures					
Contracted service IT issues Carryforward	182,000	0	171,320	0	10,680
Nursing\HS Building Equipment	1,550,420	0	0	0	1,550,420
Facilities Master Plan Archt and Engr	100,000	0	0	0	100,000
Expenditures Total	1,832,420	0	171,320	0	1,661,100
Fund Revenue Total	1,832,420	0	0	0	1,832,420
Fund Expenditures Total	1,832,420	0	0	0	1,832,420
Fund 72 total	0	0	0	0	0

GALVESTON COLLEGE
Bond Funds 51, 52, 53

January 31, 2024

	Current year Budget 2024	Current (MTD) Actual January	Current year (YTD) Actual 2024	Current year Encumbran... 2024	Current year Remaining 2024	Current year % Expended 2024	Prior Year % Expe... 2023
Fund 51 Revenue-Bond Payment							
Revenue							
Transfer from E&G	1,867,500	0	563,500	0	1,304,000	30.2%	
Intrest income-Bond	62,625	17,978	131,981	0	(69,356)	210.7%	
Revenue Total	1,930,125	17,978	695,481	0	1,234,644	36.0%	
Expenses							
Transfers to Bond Reserve (N/A)	62,625	0	0	0	62,625		
Transfer to Intrest and sinking	1,867,500	0	104,246	0	1,763,254	5.6%	
Expenditures Total	1,930,125	0	104,246	0	1,825,879	5.4%	
fund 52 Bond Intrest and Sinking Fund							
Transfer from Bond Revenue Fd 51	1,867,500	0	104,246	0	1,763,254	5.6%	
Total Fund Revenue	1,867,500	0	104,246	0	1,763,254	5.6%	
Expenses							
Admin Fees\Professional Service	500	0	0	0	500	0.0%	
Bond Redemption Principal	740,000	0	0	0	740,000	0.0%	
Bond Redemption Intrest	1,127,000	0	104,246	0	1,022,754	9.2%	
Expenditures Total	1,867,000	0	104,246	0	1,762,754	5.6%	
fund 53 Bond Reserve							
Transfers from Bond Revenue	62,625	0	0	0	62,625	0.0%	
Intrest income-Reserve	90,000	8,992	44,040	44,040	1,919	48.9%	
Revenue Total	152,625	8,992	44,040	44,040			
Expenses							
Transfer to Construction	0	0	0	0	0	NaN	
Expenditures Total	0	0	0	0	0	NaN	

Consideration of Consent Agenda

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

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

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

Tally of
Action Items:

	<u>Consent Agenda</u>	<u>President Recommended Separate Action</u>	<u>Board Separate Action</u>	<u>Page #</u>
#1 – Consider Approval of Budget Amendments to the Construction Budgets for Fiscal Year 2024		✓		40
#2 – Consider Approval of Proposal(s) for Annual Construction Services Job Order Contracts				42
#3 – Consider Approval Bid for Annual Plumbing Services Contract				43
#4 – Consider Approval of Bid for Annual Electrical Services Contract				45
#5 – Consider Approval of the EMS Program Hereafter Being Named the Moody EMS Program in Recognition of the Moody Foundation’s \$5M Grant to the Health Science Education Center (HSEC) Capital Campaign		✓		47
#6 – Consider Approval of Interlocal Agreement with City of Galveston for Emergency Medical Services Courses				49
#7 – Consider Approval of Proposal to Purchase Office Chairs for Faculty Offices				54
#8 – Consider Approval of Proposal to Purchase On-line Orientation Software and Hosting Contract				55
#9 - Consider Ratifying Acceptance of US Department of Agriculture Grant Titled Rapid Detection of Incursions of SARS-CoV-2 and Novel Coronaviruses on Texas Meat and Dairy Farms				57
#10 – Consider Approval of ATM Placement Agreement Between University Federal Credit Union and Galveston College				64

Tally of
Action Items:

	Consent <u>Agenda</u>	President Recommended <u>Separate Action</u>	Board Separate <u>Action</u>	Page <u>#</u>
#11 – Consider Approval to Renew Website Content Management System and Web Hosting Contracts	_____	_____	_____	<u>75</u>
#12 – Consider Acceptance of Faculty Resignations	_____	_____	_____	<u>82</u>
#13 – Consider Conferment of Faculty Tenure	_____	_____ ✓ _____	_____	<u>83</u>

Consider Approval of Budget Amendments to the Construction Budgets for Fiscal Year 2024

Staff is requesting that the Board of Regents consider approving a revised construction (Fund 71) budget. The revision reflects the one-million-dollar gift from the Moody Methodist church permanent endowment fund to cover current equipment purchases for the Health Science Education Center (HSEC).

Budget Amendments:

- Revenue: One Million Gift
- Expense: One Million Equipment

**GALVESTON COLLEGE
CONSTRUCTION FUND**

		Approved FY2023	Approved FY2024	Approved Rev. 11/23 FY2024	Proposed Rev. 02/24 FY2024	Proposed FY2025	Rev. FY2025
Nursing and Health Science							
71 - 09935 - 49951	Bond Proceeds	31,815,323	8,029,960	6,953,871	6,953,871	-	
71 - 09935 - 49953	Transfer from Bond Res (FY24 Int Earnings)	143,977	152,625	152,625	152,625	-	
71 - 09935 - 49911	Transfer FY23 Interest Earnings (Bond Proceeds)		907,955	907,955	907,955		
71 - 09943 - 49925	Transfer Fd 25 Moody PEF gift via GCF				1,000,000		
	Total Revenue	31,959,300	9,090,540	8,014,451	9,014,451	-	
71 - 09935 - 53210	Equipment Capital			1,600,000	1,600,000		
71 - 09935 - 53250	Furniture and Equipment	2,350,000	3,410,580	1,900,000	1,900,000	-	
71 - 09935 - 53810	Facilities Construction (including Bldg, Parking, Landscape)	27,190,300	5,438,060	4,169,624	4,169,624	-	
71 - 09935 - 53820	Architectural and Engineering Fees	2,419,000	241,900	241,900	241,900	-	
71 - 09935 - 50840	Contingency			102,927	102,927		
71 - 09943 - 53210	Equipment Capital- Moody PEF gift				1,000,000		
	Total Expenses	31,959,300	9,090,540	8,014,451	9,014,451	-	
	Net Change	-	-	-		-	-
Facilities Maintenance							
71 - 09991 - 49911	Fund Balance Transfers	4,002,000	4,496,000	5,856,864	5,856,864	2,333,000	1,807,206
71 - 09948 - 49923	Proposed Title V Grant (Remodel St Success Center)		752,942	752,942	752,942		
	Total Revenue	4,002,000	5,248,942	6,609,806	6,609,806	2,333,000	1,807,206
71 - 09948 - 53810	Construction - Remodel Areas for ST Success Center- TitleV			752,942	752,942		
Remodel 2nd Floor Northen Bldg, Library testing, and FA207 black box							
71 - 61020 - 53810	Construction- northen, Library, FA207	0	2,752,942	1,603,458	1,603,458	0	
71 - 61020 - 53250	Furniture and Equipment- Northen, Library, FA207			400,000	400,000		
71 - 61020 - 50840	Construction Contingency-Northen, Library, FA207			235,000	235,000		
71 - 61020 - 53820	Architectural and Engineering Fees Northen, Library, FA207	200,000	100,000	106,000	106,000	0	
71 - 61020 - 53810	Construction - Library Testing Area	0	30,000	0		0	
71 - 61020 - 53820	Architectural and Engineering Fees	2,000	1,000	0		0	
71 - 61020 - 53810	Construction - FA207 Black Box Renovations	0	200,000	0		0	
71 - 61020 - 53820	Architectural and Engineering Fees	10,000	5,000	0		0	
71 - 09942 - 53810	Construction - Softball Field*	1,350,000	1,500,000	1,500,000	1,500,000		
71 - 09942 - 53820	Architectural and Engineering Fees	150,000	150,000	150,000	150,000		
71 - 61020 - 53810	Construction - Parking	900,000					
71 - 61020 - 53820	Architectural and Engineering Fees	100,000					
71 - 61040 - 53820	Construction - Landscaping	300,000					
71 - 61040 - 53820	Architectural and Engineering Fees	25,000					
71 - 09941 - 53810	Construction - 8 Additional Welding Booths	150,000					
71 - 09941 - 53820	Architectural and Engineering Fees	15,000					
71 - 61020 - 50630	Air Conditioning Replacement/Upgrades ATC & Seibel Wing	350,000					
71 - 09946 - 53810	Construction - Physical Plant Electrical Upgrades-Transformer			1,227,406	1,227,406	1,835,000	1,227,406
71 - 09946 - 53820	Architectural and Engineering Fees		60,000	60,000	60,000	48,000	4800
71 - 09946 - 50840	Construction Contingency			125,000	125,000		125,000
71 - 09929 - 53710	Future Expansion - Land and Bldg Acquisition	450,000	450,000	450,000	450,000	450,000	450,000
	Total Expenses	4,002,000	5,248,942	6,609,806	6,609,806	2,333,000	1,807,206
	Net Change	0	0	0		0	0
	Total Transfer from Fund Balance	4,002,000	5,248,942	6,609,806	6,609,806	2,333,000	1,807,206

*Estimate is based on a defined partnership with the ISD and the City

Consider Approval of Proposal(s) – Job Order Contract - Construction Services

A request for proposals for job order contract - general construction services was sent to six vendors and was advertised in the local newspaper. Three responses were received. The proposals are available for Board review, if desired.

It is recommended that the Board of Regents award the primary job order contract for general construction services to Generocity Services, Inc. (Choice Partners Contract #21/039-MR-08), 1212 Winding Way, Friendswood, Texas 77546, as the primary, and award the secondary to NASH Industries, Inc., 6610 supply Row, Houston, Texas 77011.

The committee selected GSI as the primary JOC because, as part of their proposal, they offered a 14% discount on pricing and stated that all parts and materials will be billed to Galveston College at actual cost to the vendor. These concessions made the GSI proposal very competitive. The committee also concurred that over the past 2 years GSI has proven to be reliable, and when they take on a project it is always completed on time and on budget. Additionally, if an issue arises after a job is complete, they are quick to correct any problems and they don't charge overtime.

The source of funding for the annual contract for general construction services is the Education and General Fund budget or other funds appropriated or allocated to the College (i.e. grants). Since the expenditures for this item may be in excess of \$50,000, Board approval is necessary. Staff will notify the Board of Regents when the total for the year exceeds \$50,000. The contract term would be for a period of 24 months beginning March 1, 2024.

JOC Construction Services
RFP#24-01-252

	GSI (Generocity Services, Inc 1212 Winding Way Friendswood, Texas 77546		Nash Industries, Inc 6610 Supply Row Houston, Texas 77011		AZTECA Designs & Construction 3325 Porter Road, C-104 Katy, Texas 77493	
Description	RT	OT/NA	RT	OT	RT	OT
Project Manager	85.00		84.00	126.00	95.00	142.50
Project Supervisor	85.00		77.00	115.00	75.00	112.50
Foreman	65.00		50.75	76.13	55.00	82.50
Carpenter	45.00		43.50	65.25	45.00	67.50
Drywall	45.00		36.25	54.38	35.00	52.50
Painter	45.00		36.25	54.38	35.00	52.50
Laborer	45.00		26.10	39.15	35.00	52.50
Equipment Operator (small)	65.00		33.00	49.50	75.00	112.50
Concrete /asphalt (minor Repair)	150.00		29.00	43.50	95.00	142.50
Specialties/doors & hardware	65.00		43.50	65.25	75.00	112.50
Demolition	45.00		37.85	56.78	85.00	127.50
Discount given if any	14%					

Consider Approval of Bid for Annual Plumbing Services Contract

An Invitation to Bid for the annual contract for plumbing services was sent to five vendors and was advertised in the local newspaper, two responses were received. The bids are available for Board review, if desired.

The following guidelines are effective for the term of the contract:

- All services will be provided at pre-priced labor rates for the types and classifications of work required to perform services described in the bid.
- Materials supplied will be provided at cost plus a preset percentage of cost as proposed in the bid.
- All work will be written as a job order on a college purchase order with the preset labor rate(s) and material costs for each job awarded. All materials used will be required for each job order with costs.
- All services requested on a job order will be scheduled, approved and accepted by the Director of Facilities or his designee. The contractor will provide certificates of insurance and performance bonds as required.

The source of funding for the annual contract for plumbing services is the Education and General Fund budget or other funds appropriated or allocated to the College (i.e. grants). Since the expenditures for this item may be in excess of \$50,000, Board approval is necessary. Staff will notify the Board of Regents when the total for the year exceeds \$50,000.

It is recommended that the Board of Regents award the primary annual contract for plumbing services to DL Mechanical, LLC, 8001 Bayside Ave, Galveston, Texas 77554, and the secondary contract to AMS, 13627 Stafford Road, Stafford, Texas 77477. The contract term would be 24 months beginning March 1, 2024.

ANNUAL PLUMBING SERVICE
ITB# 24-01-243

Description	DL Mechanical, LLC 8001 Bayside Ave Galveston, Texas 77554	AMS 13627 Stafford Road Stafford, Texas 77477
Forman/Supervisor	95.00	NTE 110.00
Journeyman Plumber	95.00	NTE 110.00
Tradesman Plumber	95.00	NA
Plumber Apprentice/Helper	55.00	NTE 95.00
Laborer		
Jet Machine		
Camera	300.00	
Sewer Machine	50.00 per trip	
Drain Machine	50.00 per trip	
Jetting Machine	500.00	
Pipe freeze ½” to 1 1/2”	350.00	
Sink Machine		
Closet Auger		
Basin Cable		
Trip Charge (Base Price)	150.00	
		Rates to be provided per project
Are these rates available through The Buy Board or state contract	n	y
Are your plumbers State of Texas licensed and are they licensed through the City of Galveston?	y	y
Are your rates consistent with the Davis Bacon wage determinations which are set by the Wage and Hour US Division of the Department of Labor, the rates would be those for Galveston	y	y
Can they be certified if necessary?	y	y

Consider Approval of Bid for Annual Electrical Services Contract

An Invitation to Bid for the annual contract for electrical services was sent to four vendors and was advertised in the local newspaper. Two response were received. The bid is available for Board review, if desired.

The following guidelines are effective for the term of the contract:

- All services will be provided at pre-priced labor rates for the types and classifications of work required to perform services described in the bid.
- Materials supplied will be provided at cost plus a preset percentage of cost as proposed in the bid.
- All work will be written as a job order on a college purchase order with the preset labor rate(s) and material costs for each job awarded. All materials used will be required for each job order with costs.
- All services requested on a job order will be scheduled, approved and accepted by the Director of Facilities and Security or his designee. The contractor will provide certificates of insurance and performance bonds as required.

The source of funding for the annual contract for electrical services is the Education and General Fund budget or other funds appropriated or allocated to the College (i.e. grants). Since the expenditures for these services may exceed \$50,000, Board approval is necessary. Staff will notify the Board of Regents when the total for the year exceeds \$50,000.

It is recommended that the Board of Regents award the primary annual contract for electrical services to Crescent Electric Company, 1319 First Street, La Marque, Texas, and the secondary contract to American Mechanical Services of Houston (AMS), 13627 Stafford Road, Stafford, Texas 77477. The contract term would be for 24 months beginning March 1, 2024.

ANNUAL ELECTRIC SERVICE
ITB#24-04-242

Description	Crescent Electric PO. Box 36 La Marque, Texas 77568	AMS 13627 Stafford Road Stafford, Texas 77477
Electrical Foreman	75.00	NTE 120.00 an Hour
Electrical Forman with Truck	82.00	
Journeyman	68.00	NTE 120.00 an Hour
Journeyman with Truck	75.00	
Electrician	55.00	NTE 120.00 an Hour
Electrician with Truck	62.00	
Apprentice	45.00	NTE 95.00 an Hour
Apprentice with Truck	52.00	
Helper	30.00	
Helper with Truck	36.00	
Trenching Machine per Hour	20.00	
Bucket Truck per Hour	45.00	
Trip Charge	00	NA
Any Applicable discounts	15%	
Are these rates available through The Buy Board or state contract	Y	Y
Are your Electricians State of Texas licensed and are they licensed through the City of Galveston?	Y	Y
Are your rates consistent with the Davis Bacon wage determinations which are set by the Wage and Hour US Division of the Department of Labor, the rates would be those for Galveston	Y	Y
Can they be verified if necessary?	Y	Y

Consider Approval of the EMS Program Hereafter Being Named the Moody EMS Program in Recognition of the Moody Foundation's \$5M Grant to the Health Science Education Center (HSEC) Capital Campaign

The Moody Foundation granted \$5M to the HSEC Capital Campaign and has since requested that the naming opportunity as listed in the Building Tomorrows Capital Campaign brochure of the EMS Program be awarded to it in recognition of its contribution.

Staff recommends acceptance of the request in accordance with the naming opportunities guidelines (attached) and approve the naming of the Moody EMS Program.

Galveston College and Galveston College Foundation Naming Guidelines

These guidelines address the naming rights for College buildings and grounds, endowed programs and chairs, when gifts are made to the Galveston Foundation or to honor an individual's or organization's contribution to the College. Any capital improvements may be named at the discretion of the College Board of Regents. Decisions must be consistent with Galveston College's mission and strategic plan.

Buildings, classrooms and prominent common areas may be named in honor of individuals or organizations that have positively impacted Galveston College or the community. When assigning a name to a building, classroom or common area, the merits should be carefully considered to ensure that the individual or organization meets with the highest values and societal standards.

The Office of Development is responsible for maintaining a record of funds, named buildings, classrooms and prominent common areas. Naming rights for named and endowed scholarship funds are covered separately under Galveston College Foundation guidelines. In certain instances, the Galveston College Foundation accepts gifts on behalf of the College, acting as fiduciary for a limited time until the funds are transferred to the College to carry out the purpose of the gift.

The College Board of Regents reserves the right to:

- Develop and determine the content and frequency of all public announcements associated with the donation
- Approve the color, design and size of all physical markers that recognize the honoree or donor, ensuring their consistency with other campus signage
- Determine the maintenance required for all named facilities and/or recognition markers

The College will maintain the name of the specified individuals or organizations unless:

- The building is significantly renovated or demolished
- The donor commits an act that has the potential of bringing dishonor to the College or community
- There are other extenuating circumstances involved

An agreement form accompanies this policy.

If the name is not maintained for one or more of these reasons, the donor(s) will be informed of

the change(s) in a letter signed by the College president, the College Board of Regents chair and/or the Foundation Board chair.

The College Board of Regents reserves the right to change the primary function of a named building or facility as needed to meet the needs of the College.

By signing below, I acknowledge I have read and agree to the terms above:

Donor Signature

Date

Consider Approval of Interlocal Agreement with City of Galveston for Emergency Medical Services Courses

Staff requests Board approval of an Interlocal Agreement between Galveston College and the City of Galveston to provide Advanced EMT and Paramedic courses to Galveston Fire Department firefighters. This agreement will allow Galveston College to provide the required EMS training to all firefighters that are employed by Galveston Fire Department (GFD). This agreement will charge the cost of in-district tuition and fees regardless of the student's actual residence.

INTERLOCAL AGREEMENT

CITY OF GALVESTON AND GALVESTON COLLEGE

EMERGENCY EDUCATION TRAINING FOR FIREFIGHTERS

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Galveston College (herein "College" the "College District," or "Galveston College"), and the City of Galveston (herein "City"), for the provision of emergency educational training for City of Galveston Firefighters.

WHEREAS, pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), the City of Galveston, Texas, a municipal home-rule corporation, and Galveston College are both entities organized and existing under the laws of the State of Texas and able to enter into Interlocal Agreements pursuant to the Act.

WHEREAS, Galveston College and the City of Galveston support and believe in a partnership that will provide opportunities for qualified City of Galveston firefighters to continue and/or complete their emergency education locally through Galveston College.

WHEREAS, Galveston College agrees to offer Advanced Emergency Training/Emergency Training educational classes and/or courses to Firefighters that reside outside of Galveston, at the local residency rate. The Galveston Fire Department finds that such an opportunity to receive training and/or education locally and at the residency rate, to be of benefit to the City, as well as, to its fire personnel.

NOW, THEREFORE, the City of Galveston, and Galveston College agree that the respective rights, duties, and obligations, regarding this agreement are as specified in this Interlocal Agreement. For and in consideration of the mutual covenants, obligations, and benefits hereunder, the Parties do hereby agree as follows:

- I. **Purpose:** The Parties find that the recitations and statements set out above are true and correct. Galveston College and the City of Galveston support and believe in a partnership that will provide opportunities for qualified Firefighters to complete their emergency training education locally.
- II. **Term:** This Agreement becomes effective when fully executed by the City and Galveston College and shall renew annually and automatically for a period of five (5) years, unless sooner terminated or amended as provided by the terms of this Agreement. The written notice required shall be at least one hundred and twenty (120) days prior to the expiration of an existing one-year term.
- III. **Specific Provisions:**
 - a. Location. The majority of the class sessions will be held on the College's main campus or Applied Technology Center.
 - b. Student Composition. Students must be registered for college credit by the

official census date for the credit course; otherwise, the student will not be considered a credit student and will not be awarded college credit for the course.

- c. **Course Construction.** This agreement only applies to specific credit courses that are a part of the Advanced Emergency Training or Emergency Training certificate/course.
 - i. If a student decides to take additional workforce or academic courses, the student is solely responsible this cost and will pay regular tuition and fees as set by the Galveston College Board of Regents.
 - ii. The College will select, supervise, and evaluate instructors for courses which result in the award of college credit. The College shall supervise and evaluate instructors of all courses using the same or comparable procedures used for similar faculty at the College.
 - iii. The College shall ensure that all courses taught within this agreement are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
 - iv. Identified course outcomes/learning objectives must meet all college requirements.
 - v. The regular academic policies applicable to other credit courses will apply to the Advanced / Emergency Training courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.

IV. Tuition, Fees and Required Materials:

- a. For City of Galveston Firefighters sponsored by the City, the College agrees to charge tuition and fees at the rates similar to an in-district student. In-district (local) tuition and fees will be charged regardless of the student's residence status.
- b. The City of Galveston agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
- c. Fees are subject to change by vote of the Board of Regents.
- d. The College and the City agree that tuition and fees which are to be paid by the student are due and payable in full at the time of registration. If the City alone is to be responsible for payment of a student's tuition and fees, the College agrees to bill the City immediately following registration. The City agrees to settle all account receivables with the College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class.

V. Amendment: The agreement may be amended by written addendum, mutually

agreed upon by the parties.

VI. **Notice:** All notices and communications related to this agreement shall be addressed to the respective educational administrator. All notices shall be in writing. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City:

City of Galveston
City Manager
Attn. Chief Fire Dept.
P.O. Box 779
Galveston, Texas 77553
Citymanager@cityofgalvestontx.gov

To Galveston College Board of Regents:

Galveston College
President
Dr. Myles Shelton
4015 Ave Q
Galveston, Texas 77550
Email: mshelton@gc.edu

If any provision of this Agreement is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled and terminated.

This Agreement shall be subject to and governed by the laws of the State of Texas. Venue of any dispute arising out of this Agreement shall be in Galveston County, Texas.

By execution of this Agreement, each party represents to the others that the undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates below.

THIS DOCUMENT MAY BE EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

SIGNATURES FOLLOW ON NEXT PAGE

GALVESTON COLLEGE BOARD OF REGENTS
GALVESTON COLLEGE

CITY OF GALVESTON

By: W. Myles Shelton,
President

Brian Maxwell,
City Manager

Date Signed

Date Signed

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

Consider Approval of Proposal to Purchase Office Chairs for Faculty Offices

Staff requests Board approval to purchase office chairs for four faculty members at the main campus. The purchase will be made from McCoy-Rockford, 6869 Old Katy Road, Houston, Texas 77024, Cooperative contract, Steel Case E&I CDA #21Z009787. The proposed cost of \$3,980.08 includes material, labor, delivery, set-up, and a warranty on parts and labor for one year. This proposal will be paid for with funds from the Education and General Fund.

Equipment	Vendor	Cost
Four (4) 4821410U - Amia; Chair, Upholstered back, Arms 2 906.75 1,813.50 PLASTIC: 6205 BLACK UPHLSTRY: BR10 NIGHT NAVY	McCoy-Rockford 6869 Old Katy Road Houston, TX 77024 Steel Case E&I CDA#21Z009787	\$3,627.00
Delivery and Installation	McCoy-Rockford 6869 Old Katy Road Houston, TX 77024 Steel Case E&I CDA#21Z009787	\$200.00
Dealer Services		\$153.08
Total		\$3,980.08

Consider Approval of Proposal to Purchase On-line Orientation Software and Hosting Contract

Three quotes were received for an online orientation platform with hosting. Proposals are available for review upon request.

Staff requests Board approval for the proposal submitted by Comevo, this product meets all the necessary requirements and provides the best value for its price. It has the features and capabilities needed, and it also has positive reviews and feedback from other users. This product is used by several Texas community colleges.

Comevo is an online Orientation platform that is compatible with Colleague and will be implemented and programmed by Ferrilli. It is a software that operates through a cloud-based software service model, and is hosted, maintained and supported by Comevo. Which completely eliminates the resource load on the campus servers.

Comevo provides a cutting-edge user-friendly platform that orients and educates new students, giving them the information, they need to transition into a higher education setting. They complete the orientation at their own pace, and have the opportunity to demonstrate what they have learned with a quiz following each section.

This software will allow for the management of content within its training/orientation module and track the progress of the student who have completed the program. It is designed to allow easily incorporated text, images, video, audio, PDF links, or other website links, this software empowers the staff to create, edit and manage content.

Funding for this project will come from the Title V Grant

Comevo	75,900.00*	Spanish translation	5 year contract
Advantage Design	67,289.00	No Spanish translation	5 year contract
Gc2Orientation	99,170.00	No Spanish translation	5 year contract

Feature	Comevo	Advantage Design	Go2Orientation
Branded Templates	Unlimited	Unlimited	Unlimited
Number of Modules	Unlimited	Unlimited	Unlimited
Additional Cost for Dual-Enrollment			X
Full Reporting Capabilities	X	X	X
Mobile Friendly Modules	X	x	
Section Quizzes and Tests	X	X	
SSO	X	X	Additional \$
Term to Know	X		X
Certificate of Completion	X	X	X
Portal/SIS Interface	X	Additional \$	Additional \$
Decision PathFork	X		
Video Quizlets	X		
Navigation Lockout	X	X	
Number or Surveys	Unlimited	unknown	Limited
Number of Forms	Unlimited	unknown	Limited
Dynamic Q&A	X		
Nudge Automated Messaging	X		
Login Access Control	X		
Training	Unlimited	One-Time	
Support	Unlimited	Subscription	
Spanish Translations	X	Additional \$	Additional \$
Content Coach	X		
Required In-House Content Creation		X	
Required in-House-Editing		X	
Total for 5 years:	\$75,900	\$67,289 (does not include Spanish Translation)	\$99,170 (does not include Spanish Translation)

Consider Ratifying Acceptance of US Department of Agriculture Grant Titled Rapid Detection of Incursions of SARS-CoV-2 and Novel Coronaviruses on Texas Meat and Dairy Farms

Galveston College is a sub-recipient of a grant that the US Department of Agriculture (USDA) awarded the University of Texas Medical Branch (UTMB). This grant is titled PARTNERSHIP: Rapid Detection of Incursions of SARS-CoV-2 and Novel Coronaviruses on Texas Meat and Dairy Farms. This 5-year grant will run through August 31, 2028 and will provide the College a total of \$149,995.

Emergent coronaviruses often cause epidemics and are not detected by routine veterinary or human diagnostics. In this 5-year research project, 16 Texas livestock farms (pigs, cattle, or poultry) will be evaluated for coronaviruses. This project is “One Health-oriented”, meaning that health of farmers and working crew is evaluated as well the livestock with their environment.

UTMB will provide hands-on training to up to 4 Galveston College students per semester in virology, laboratory biosafety, and molecular biology methods. These students will receive a stipend at the end of the semester, after successful completion of at least 100 hours of training and submit a written report of their experience.

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

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Department of Agriculture (USDA)	
Pass-Through Entity (PTE): The University of Texas Medical Branch at Galveston	Subrecipient: Galveston College
PTE PI: Dr. Gregory C. Gray	Sub PI: Dr. Alex Peniche
PTE Federal Award No: 2023-70432-39558	Subaward No: 24-86575-01
Project Title: PARTNERSHIP: Rapid Detection of Incursions of SARS-CoV-2 and Novel Coronaviruses on Texas Meat and Dairy Farms	
Subaward Budget Period: Start: 09/01/2023 End: 08/31/2024	Amount Funded This Action (USD): \$ 29,301.00
Estimated Period of Performance: Start: 09/01/2023 End: 08/31/2028	Incrementally Estimated Total (USD): \$ 149,995.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Principal Investigator Contact, as shown in Attachment 3A, not later than 60 days after each Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Principal Investigator Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Name: Nancy L. Devino, PhD, CRA Title: Director, Office of Sponsored Programs </div> <div style="width: 45%;"> Date: </div> </div>	By an Authorized Official of the Subrecipient: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Name: Myles Shelton, PhD Title: President </div> <div style="width: 45%;"> Date: 11/29/23 </div> </div>
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RESEARCH & RELATED BUDGET - Budget Period 1

Enter name of Organization:

UEI:

Budget Type: Project Subaward/Consortium

Budget Period: 1 Start Date: End Date:

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months		Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad. Sum.			
	Alex	Giovanny	Peniche		69,946.00		2.00	5,596.00	1,791.00	7,387.00

Project Role:

Additional Senior Key Persons: [Add Attachment](#) [Delete Attachment](#) [View Attachment](#)

Total Funds requested for all Senior Key Persons in the attached file
Total Senior/Key Person 7,387.00

B. Other Personnel

Number of Personnel	Project Role	Months		Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad. Sum.			
	Post Doctoral Associates					
	Graduate Students					
	Undergraduate Students					
	Secretarial/Clerical					
	Total Number Other Personnel					

Total Salary, Wages and Fringe Benefits (A+B)
Total Other Personnel 7,387.00

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment: [Add Attachment](#) [Delete Attachment](#) [View Attachment](#)

Total funds requested for all equipment listed in the attached file
Total Equipment 7,387.00

D. Travel		Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)		
2. Foreign Travel Costs		
	Total Travel Cost	

E. Participant/Trainee Support Costs		Funds Requested (\$)
1. Tuition/Fees/Health Insurance		
2. Stipends		
3. Travel		
4. Subsistence		
5. Other		
	Total Participant/Trainee Support Costs	

F. Other Direct Costs		Funds Requested (\$)
1. Materials and Supplies		
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Sup awards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8. Virology Interns		18,000.00
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
	Total Other Direct Costs	18,000.00

G. Direct Costs		Funds Requested (\$)
Total Direct Costs (A thru F)		25,387.00

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
MTDC	53.00	7,386.00	3,915.00
Total Indirect Costs			3,915.00

Cognizant Federal Agency
(Agency Name, POC Name, and POC Phone Number)
Agency: DHHS, Division of Cost Allocation
POC: Arif Karim, Director
(214) 767-3600
Indirect Cost Rate Agreement Date - 03/29/2021

I. Total Direct and Indirect Costs

Total Direct and Indirect Institutional Costs (G + H)	Funds Requested (\$)
	29,302.00

J. Fee

Funds Requested (\$)

K. Total Costs and Fee

Total Costs and Fee (I + J)	Funds Requested (\$)
	29,302.00

L. Budget Justification

(Only attach one file.)

Budget Justification FINAL.pdf	Add Attachment	Delete Attachment	View Attachment
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RESEARCH & RELATED BUDGET - Cumulative Budget

Award Number: 2023-70432-39558

	Totals (\$)	Totals (\$)
Section A, Senior/Key Person:		164,065.00
Section B, Other Personnel:		37,405.00
Total Number Other Personnel:	5	
Total Salary, Wages and Fringe Benefits (A+B):		201,470.00
Section C, Equipment:		0.00
Section D, Travel:		36,480.00
1. Domestic:	36,480.00	
2. Foreign:	0.00	
Section E, Participant / Trainee Support Costs:		0.00
1. Tuition/Fees/Health Insurance:	0.00	
2. Stipends	0.00	
3. Travel:	0.00	
4. Subsistence:	0.00	
5. Other:	0.00	
6. Number of Participants/Trainees:	0	
Section F, Other Direct Costs:		344,957.00
1. Materials and Supplies:	112,120.00	
2. Publications Costs:	18,000.00	
3. Consultant Services:	24,000.00	
4. ADP/Computer Services:	0.00	
5. Subawards/Consortium/Contractual Costs:	175,037.00	
6. Equipment or Facility Rental/User Fees:	0.00	
7. Alterations and Renovations:	0.00	
8. Other1:	3,000.00	
9. Other2:	12,800.00	
10. Other3:	0.00	
Section G, Direct Costs (A thru F):		582,907.00
Section H, Indirect Costs:		214,415.00
Section I, Total Direct and Indirect Costs (G + H):		797,322.00
Section J, Fee:		0.00
Section K, Total Costs (I + J)		797,322.00

IDC for subaward locations reallocated from Section H to F.5. Indirect cost, inclusive of subawards limited to 30% total federal funds
 F.8 - postage
 F.9 - research participant reimbursement

ASAP Award Letter

04/18/2023

Erika LeGros
UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
DBA: UNIVERSITY OF TEXAS MEDICAL BRANCH, THE
301 UNIVERSITY BLVD
GALVESTON, TX 77555-5302



Reference: Award Number: 2023-70432-39558
ASAP Account Number: 70432395587043222000

Dear Erika LeGros :

The USDA National Institute of Food and Agriculture (NIFA) issued the referenced award for the project: PARTNERSHIP: Rapid Detection of Incursions of SARS-CoV-2 and Novel Coronaviruses on Texas Meat and Dairy Farms. As noted in the provisions section of the award, the Department of Treasury Automated Standard Application for Payments (ASAP) will be used for disbursement of the award funds.

ASAP is a web based electronic payment and information system developed by the Department of Treasury, Bureau of the Fiscal Service. ASAP allows recipient organizations receiving federal funds to draw from accounts preauthorized by federal agencies. ASAP is a role based application in which access is granted based on the assigned role of the user. For more information about ASAP visit <https://www.fiscal.treasury.gov/asap/>.

The ASAP defines roles and their general responsibilities are as follows:

- **Point of Contact** : the person responsible for assigning individuals to the other identified roles.
- **Head of Organization** : the person who has top management responsibilities within the recipient organization who approves the assignment of roles.
- **Authorizing Official** : the person responsible for the organization's profile data and identifying the individuals that will need access to ASAP account information.
- **Financial Official** : the person responsible for the organization's bank account information.
- **Payment Requester** : the person responsible for requesting award funds.
- **Payment Terms** : please allow 30 days from the date of the award or enrollment completion to process payment.

Before award funds can be made available, NIFA's Financial Management Division (FMD), Accounting Operations Branch (AOB), will determine whether your organization is currently enrolled into ASAP. For organizations already enrolled in ASAP for another federal agency (not NIFA), please refer to Attachment 2, which explains how to attach your organization to the NIFA Agency Location Code (ALC) in ASAP.

If your organization is not currently enrolled in ASAP, AOB will initiate and your organization will complete the enrollment process described in Attachment 1. The point of contact for your organization, identified in Box 19 on Form SF-424 R&R, will receive an ASAP user ID and password. If the ASAP access information has not been received within two weeks of receiving this letter, please send an e-mail to ASAPCustomerService@usda.gov.

ASAP provides information about the enrollment process, system requirements, and training opportunities online at: <https://fiscal.treasury.gov/asap/getting-started.html>. Once your organization has ASAP Access and a user logs in, there is a Help tab with instructions for general navigation, initiating payment requests, and other useful information.

Should you need ASAP assistance, please contact the Bureau of the Fiscal Service at the Kansas City Financial Center, (855) 868-0151. Please listen and follow the prompts for ASAP (currently Option 2, then Option 3). Hours of Operation: 6:30 AM - 5:00 PM Central Time (Monday - Friday). The Fiscal Service ASAP Help Desk also can be reached at the following email address: asaphelpdesk@fiscal.treasury.gov.

Sincerely,

William Waits Raulerson
Director, Financial Management Division

Consider Approval of ATM Placement Agreement
Between University Federal Credit Union and Galveston College

Staff is requesting Board approval of the following ATM Placement Agreement between the University Federal Credit Union (UFCU) and Galveston College. UFCU currently has an ATM located on the Galveston College campus.

The University Federal Credit Union has maintained an automatic teller machine on the campus since September 1, 2010. The ATM is located on the first floor of Moody Hall across from the Bookstore and is frequently used by students, faculty, staff, and members of the community.

This contract, which will be the fourth signed with UFCU, stipulates that the credit union will pay Galveston College \$437.09 per month effective February 15, 2024 through February 14, 2027. The agreement will automatically renew for two, one-year periods unless terminated in accordance with the provisions of the agreement.

Staff recommends Board approval of the ATM Placement Agreement with the University Federal Credit Union. Upon approval, the College President is authorized to execute the agreement.

ATM PLACEMENT AGREEMENT

THIS ATM PLACEMENT AGREEMENT ("Agreement") is made this 15th day of February 2024 ("Effective Date"), by and between UNIVERSITY FEDERAL CREDIT UNION ("ATM Provider"), a federally chartered credit union, with its headquarters located at 8303 N. Mopac Expressway, Austin, TX 78759, and GALVESTON COLLEGE ("Owner") whose address is 4015 Avenue Q, Galveston, TX 77550, Galveston County. In this Agreement, Owner and ATM Provider may be individually referred to as a "Party" and collectively referred to as the "Parties."

The Parties are entering into this Agreement for the placement of ATM Provider's automated teller machine ("ATM") and related facilities consisting of signage, cabling (power and telecommunications), lighting and security equipment, and other facilities reasonably needed to operate the ATM consistent with ATM Provider's normal business practices, this Agreement, and applicable law or regulation (the "Related Facilities") at the following locations (collectively, the "ATM Sites") on certain premises owned or controlled by Owner (the "Owner Premises").

In consideration of the mutual benefits and covenants expressed herein, the legal sufficiency of which is acknowledged by each of the parties, Owner and ATM Provider agree to the following terms and conditions:

AGREEMENT

1. **Term**: This Agreement shall be in effect for a period from the Effective Date for a period of three (3) years (the "Initial Term") unless it is sooner terminated in accordance with the provisions of this Agreement. After the expiration of the Initial Term, the Agreement shall automatically renew for successive additional two (2) one (1) year periods (each a "Renewal Term") and the Initial Term together with all Renewal Terms, the "Term") unless it is sooner terminated in accordance with the provisions of this Agreement. Either Party may terminate this Agreement as of the end of the Initial Term or the then-current Renewal Term by delivering written notice of termination to the other Party no later than ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term, as appropriate.

2. **Lease of ATM Sites**: The ATM Sites on each Owner Premises are described as follows:

Description of ATM Sites:

Galveston College
4015 Avenue Q, Galveston, TX 77550
See Exhibit A

Subject to the terms and conditions of this Agreement, Owner grants to ATM Provider an exclusive lease to use ATM Site for the installation, operation, maintenance, and (if necessary) removal of the ATM and Related Facilities. As part of the lease of the ATM Site, for the purposes of installation of each ATM and Related Facilities, Owner grants ATM Provider a limited license to enter upon and use such additional portion of the Owner Premises in which the ATM is located and any exterior areas adjacent thereto as is reasonably necessary to perform ATM Provider's obligations under this Agreement; provided, however, that such use shall not unreasonably interfere with the Owner's operations in the applicable Owner Premises.

3. **Additional Terms of Lease:**

- a. ***Modifications of ATM Site(s):*** Either Party may make a written request to move an ATM to an alternate site (any such site an "Alternate ATM Site") upon no less thirty (30) days' notice. Any Alternate ATM Site proposed by a Party must be reasonably comparable to the existing ATM Site and otherwise suitable for the other Party's business purposes, but subject to the foregoing, the non-requesting Party's consent to the request shall not be unreasonably withheld, conditioned, or delayed. The requesting Party will bear any costs related to the move.
- b. ***Modifications of ATM(s):*** ATM Provider may reasonably modify, change, substitute, or alter the ATM during the Term. Prior to any complete change-out of the ATM or any non-maintenance related major modification of the ATM, ATM Provider shall provide Owner with commercially reasonable prior notice of such change-out or modification and shall conduct such change-out or modification as and when reasonably required by Owner or otherwise during permissible maintenance hours and with minimal interruption to Owner and Owner's employees, customers, and other invitees.
- c. ***Signage:*** ATM Provider may, at ATM Provider's sole expense, place its standard signage for ATMs on the ATM. ATM Provider may also place one or more signs at the Owner Premises advertising the existence and location of the ATM subject to the prior approval of Owner as to the location, content, and appearance of such signage, which approval shall not unreasonably withheld, conditioned, or delayed.
- d. ***Ownership of ATM:*** Ownership of the ATM shall at all times be vested in ATM Provider. The ATMs shall not under any circumstances constitute, be, or be deemed to be fixtures annexed to the Owner Premises, and as such ATM shall at all times be and remain free and clear of any claims, liens, or encumbrances created by the Owner.
- e. ***Exclusivity:*** The ATM lease and associated licenses granted herein are exclusive, and Owner agrees not to grant a lease or license or otherwise permit any ATM provider, including, without limitation, any bank or credit union other than Owner, to place ATM (or to otherwise provide the service or functions accomplished by the ATM Provider's ATM) on the Owner Premises designated herein.

4. **Rent; Taxes:** ATM Provider agrees to pay Owner the following fees for the lease of each ATM Site during the Term (the “Rent”):

NOW, THEREFORE, for good, valuable, and sufficient consideration received, Owner and ATM Provider mutually agree to the following:

1. The term of the Lease is hereby executed for a period of 36 months commencing 15th day of February 2024 and expiring 14th day of February 2027, hereinafter referred to as “Lease Period”.
2. During the Lease Period, the monthly rate paid to Owner will be:

Month of Lease Period	Rate Per Month
1-36	437.09

As ATM Provider has agreed to pay Rent as set forth above, such Rent shall be fixed for the Initial Term; provided, that upon at least thirty (30) days’ written notice to the other Party, such Rent may be adjusted for any Renewal Term only to reflect a 3% annual increase as follows:

Month of Lease Period	Rate Per Month
37-48	450.20
49-60	463.70

Except for the Rent set forth above, Owner shall not charge ATM Provider for the ATM lease or associated licenses, and ATM Provider shall not charge Owner for providing the ATM. Each Party shall pay all applicable taxes, file all necessary tax returns and comply with any and all federal, state, and local tax laws and regulations applicable to such Party’s property on the Owner Premises, and Owner acknowledges that ATM Provider may be exempt from payment of certain taxes associated with the ATM due to its status as a federal credit union.

5. **Owner Responsibilities:**

- a. ***Access to ATM Site(s); Maintenance of ATM Site(s):*** Owner will ensure that ATM Provider and its installation/maintenance contractors may access the ATM Sites for routine installation and maintenance activities on a 24x7, unescorted basis, and, if necessary to access the ATM Site, Owner will provide ATM Provider with keys, access cards, and/or other security devices needed for ATM provider and/or its installation/maintenance contractors to access the ATM Site on such a basis. Owner will maintain approaches, exits, entrances, and access ways over those portions of the Owner Premises as necessary for ingress and egress to the ATM Site(s) and ATM(s). Subject to ATM Provider’s responsibility to install and maintain the ATM(s) and the Related Facilities at the ATM Site(s), Owner shall be solely responsible for the maintenance and upkeep (including janitorial services) of the ATM Site(s).

- b. **Security:** Owner shall have no responsibility to provide security for the ATM(s); provided, however, Owner shall use reasonable efforts to (1) maintain security for the ATM Site in accordance with its normal operational practices; and (2) reasonably cooperate with ATM Provider on security matters.

6. **ATM Provider Responsibilities:**

- a. **Maintenance:** ATM Provider is solely responsible for installation, repair, refilling, replacing and removal of the ATM and the installation, repair, and removal (if practicable) of the Related Facilities. ATM Provider and/or its ATM installation/maintenance contractors are permitted to access the ATM Site for the purposes of routine installation and maintenance activities on a 24x7, unescorted basis.

- b. **Compliance with Owner Rules and Regulations:** If Owner promulgates rules and regulations generally applicable to vendors and/or lessees on the Owner Premises (the "Rules and Regulations"), ATM Provider shall comply, and shall use commercially reasonable efforts to cause its contractors to comply, with such Rules and Regulations; provided, however, that such Rules and Regulations are either attached to this Agreement as of execution or are subsequently provided to ATM Provider after the execution of this Agreement. Subject to ATM Provider's obligation to comply with this Agreement, ATM Provider shall have no responsibility to comply with any such Rules and Regulations (or amendments thereto) until ATM Provider receives a copy of the same. No amendment to the Rules and Regulations will be applicable to ATM Provider unless such amendment is (i) generally applicable to all vendors and/or lessees on the Owner Premises and (ii) is commercially reasonable considering the nature of the Rules and Regulations.

- c. **Utilities:** If so provided on the ATM Site description, ATM Provider shall provide and pay for the power and telecommunications utilities described below (the "Required Utilities") and any other utilities as reasonably necessary for the installation, operation, and maintenance of the ATM (the "Additional Utilities"); provided, however, that any Additional Utilities are approved by Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. The Required Utilities consist of:
 - i. Power: Standard 110 wall outlet.

 - ii. Telecommunications: DSL phone line with RJ11 termination that does not run through Owner's switchboard.

If any utility service to the ATM is interrupted, Owner shall notify and coordinate with ATM Provider regarding the interruption and use reasonable diligence to have service restored as soon as reasonably possible. Subject to the foregoing, Owner shall have no liability for any interruption of any utility services if such interruption is beyond Owner's reasonable control, and any such interruption shall be considered a Force Majeure Event for the purposes of this Agreement.

Notwithstanding the foregoing, if the ATM Site Description provides that the ATM Provider is responsible for utilities, ATM Provider will provide and pay for all Required Utilities and Additional Utilities to the ATM Site; provided, however, that Owner reasonably cooperates with ATM Provider to arrange for such utilities at the ATM Site.

7. **Force Majeure**: Neither Party shall be liable nor deemed to be in default for any delay or failure in performance, loss, or damage under this Agreement or other interruption of service resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of such Party (any such cause a "Force Majeure Event"). Notwithstanding the foregoing, if a Force Majeure Event prevents either Party from performing under this Agreement for thirty (30) or more days, either Party shall be entitled to terminate this Agreement without liability upon written notice to the other Party.

8. **Compliance with Law**: Each Party will at all times comply with applicable law and regulation in connection with its performance under this Agreement. Owner specifically agrees, without limitation, to comply with all applicable laws and regulation relating to the Owner Premises, and ATM Provider Owner specifically agrees, without limitation, to comply with all applicable laws and regulation relating to ATM Site(s) and the ATM(s), which compliance shall include the construction, installation, and maintenance of all Related Facilities consisting of lighting and security devices that are now or hereafter required (if any) for each ATM Site, ATM, and for the "access area" and the "defined parking area," as those terms are defined in Chapter 59, Subchapter D, of the *Texas Finance Code* (the "User Safety Act"), in accordance with the specifications stated in the User Safety Act and all regulations promulgated pursuant thereto. If ATM Provider is required to install Related Facilities under the User Safety Act and such Related Facilities are not capable of being removed upon the termination of this Agreement (and will therefore permanently benefit the Owner Premises), ATM Provider may request that Owner pay for a portion of the cost associated with the installation and maintenance of those Related Facilities, and if Owner refuses, ATM Provider may decline to place an ATM at the ATM Site requiring installation of the Related Facilities.

9. **Subcontractors**: Owner agrees and acknowledges that ATM Provider is entitled to utilize contractors to install, maintain, repair, refill, and remove the ATMs and that ATM Provider currently utilizes certain ATM installation/maintenance contractors to perform such activities. ATM Provider is fully responsible for ensuring compliance with the terms of this Agreement by all such contractors, and all terms of this Agreement apply to all such contractors.

10. **Termination of Agreement**:

- a. ***Termination for Breach***: Either Party may terminate this Agreement for a material breach of the Agreement; provided, however, that the non-breaching Party shall notify the other Party in writing of such breach, and the breaching Party shall have thirty (30) days to cure such breach. If the breaching Party fails to cure the breach within the thirty

(30) day period or made progress in curing such breach to the non-breaching Party's reasonable satisfaction, the non-breaching Party shall have the right to terminate this Agreement without liability.

- b. **Termination without Cause:** This Agreement may be terminated by ATM Provider, with or without cause and without liability upon sixty (60) days written notice to Owner.
- c. **Effect of Termination:** Upon termination of this Agreement for any reason, ATM Provider shall remove the ATM(s) from the Owner Premises and return the ATM Site(s) to their condition as of the Effective Date, reasonable wear and tear excepted, within the sixty (60) days. If the ATM(s) are not removed or the ATM Site(s) are not restored within such sixty (60) day period in accordance with the foregoing sentence, Owner may, with respect to the ATM(s), cause the ATM(s) to be so removed and stored and, with respect to the ATM Site(s), cause the ATM Site(s) to be so restored, each at ATM Provider's sole, but reasonable, cost.

11. **Use of Name:** Neither Party shall use the other Party's name, images (including facilities, buildings, equipment, and personnel), logo, trademarks, or any other intellectual property in any manner to advertise or promote such Party's business without the written consent of the other Party. Notwithstanding the foregoing, Owner acknowledges and agrees that ATM Provider may identify and include the then current location of the ATMs located on the Owner premises in ATM Provider's map or list of ATM locations, including references to the applicable facility name and address.

12. **Insurance:** Each Party will maintain during the Term all insurance or bonds required by applicable law or regulation or this Agreement from insurance companies eligible to do business in the state where the Owner Premises is located. Specifically, each Party will maintain workers' compensation, employers liability, commercial general liability, and other insurance (including excess (or umbrella) liability insurance) with appropriate limits considering the nature of the Party's activities on the Owner Premises, and, with respect to Owner, such insurance will include property and other appropriate liability insurance covering the Owner Premises (including the ATM Sites) and, with respect to ATM Provider, such insurance will include property and other appropriate liability insurance covering the ATMs. Upon the request of either Party, the other Party will provide certificates or evidence of the foregoing insurance indicating the amount and nature of such coverage (including any required endorsements) and the expiration date of each policy.

13. **Limitation of Liability:** NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN TO THE CONTRARY EXCEPT FOR EACH PARTY'S OBLIGATION, TO THE EXTENT ALLOWED BY LAW, TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER FOR LIABILITIES IN ACCORDANCE WITH THE INDEMNIFICATION PROVISION(S) HEREOF, NEITHER PARTY NOR ANY OF THE INDEMNIFIED PARTIES OF A PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, COST OF REPLACEMENT FACILITIES OR SERVICES, WHETHER OR NOT FORESEEABLE,

SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Indemnification**: To the extent allowed by law, each Party shall indemnify, defend, and hold harmless the other Party and its affiliates, officers, directors, employees, agents, and independent contractors from and against any fine, penalty, loss, cost, damage, injury, expense or liability (individually and collectively "Liabilities") which result from (i) injury to or death of any person, (ii) damage to or loss or destruction of any property, when such Liabilities arise out of or result from the negligence or willful misconduct of the such Party or its affiliates, officers, directors, employees, agents, and independent contractors or (ii) any violation by such Party of applicable law or regulation in connection with its performance under this Agreement.

15. **Notices; Contact Persons**:

- a. ***Generally***. Any notice to a Party pursuant to this Agreement shall be given to in writing at the address listed for such Party on the first page of this Agreement. Delivery shall be by personal delivery, overnight delivery by commercial courier for delivery with signature, or United States Postal Service; certified mail, return receipt requested. Notices shall be deemed received when delivered, or, if sent by United States Postal Service; certified mail, return receipt requested, certified mail, three (3) business days after mailing. Either Party may change its address for notice purposes by notifying the other Party in accordance with this subsection.
- b. ***Contact Person***. The Parties acknowledge that certain issues relating to this Agreement may be discussed verbally between the Parties but that such verbal discussions will not constitute "notice" under this Agreement. The contact persons for the discussion of such verbal issues are as follows:

- i. For Owner: Van Patterson (name)
vpatterson@gc.edu (email)
- ii. For ATM Provider: Latasha Newman
LNewman2@ufcu.org (email)
Routine Servicing:
RetailDeviceOperations@ufcu.org

16. **Confidentiality**: Subject to the provisions of applicable law or regulation, Owner shall not disclose any information furnished to Owner by ATM Provider concerning ATM Provider's operations on the Owner Premises, including without limitation any and all ATM transaction data furnished by ATM Provider to Owner, if any.

17. **Miscellaneous:**

- a. ***Independent Contractor Status:*** ATM Provider is not and shall not be considered to be an employee, borrower, servant, partner, joint venture, affiliate, or agent of Owner. In the performance of all obligations under this Agreement, ATM Provider shall be at all times and is acting and performing as an independent ATM Provider.
- b. ***Waiver of Breach:*** Waiver of any breach of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.
- c. ***Assignment:*** Neither Party shall assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, and any attempt at assignment without consent shall be void. Notwithstanding the foregoing, either Party may assign or transfer its rights, duties, or obligations under this Agreement without the consent of the other Party but with at least thirty (30) days' notice thereto, (i) to any affiliate wholly-owned by or controlled by a Party; (b) pursuant to any financing, merger or reorganization, or (c) pursuant to any sale or transfer of all or substantially all of such Party's assets.
- d. ***Severability:*** In the event that a provision of this Agreement is rendered invalid or unenforceable the remaining provisions of the Agreement shall be valid and enforceable.
- e. ***Governing Law:*** Irrespective of any conflict of laws doctrine, this Agreement shall be governed, construed, and enforced pursuant to and in accordance with the laws of the State of Texas.
- f. ***Entire Agreement:*** This is the entire agreement between the Parties with respect to the matters contained herein and it supersedes all prior agreements, proposals, or any understanding, whether written or oral.
- g. ***Survival:*** The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall survive the completion of performance and termination of this Agreement.
- h. ***Counterparts:*** This Agreement may be executed in multiple counterparts and shall be deemed executed and binding upon execution by both Parties of copies hereof. Such signed copies may be exchanged electronically.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of the Effective Date.

OWNER:

ATM PROVIDER:

Galveston College

University Federal Credit Union

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

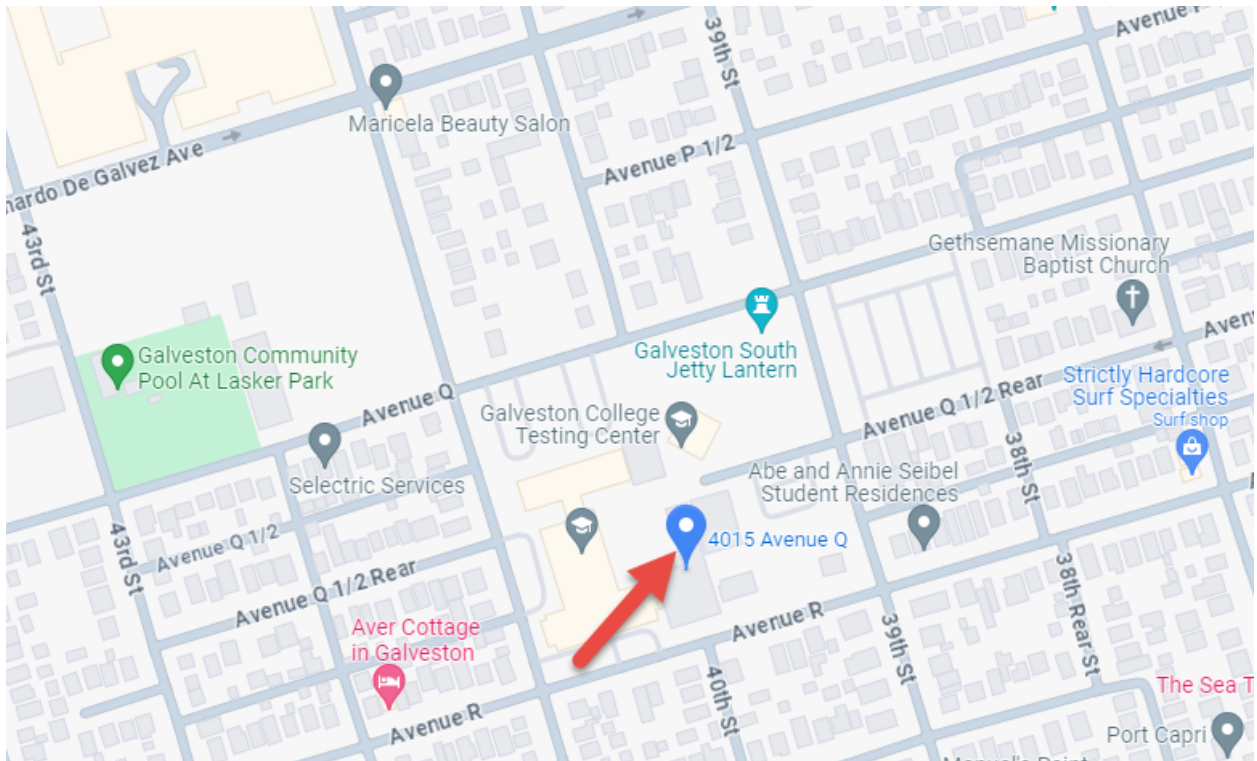
LIST ATTACHMENTS (if any) (i.e. Plans or Rules and Regulations):

Exhibit A

EXHIBIT "A" TO LEASE AGREEMENT
ATM Site(s)

Each of the site(s) named below is located on the Campus of Galveston College City of Galveston, Galveston County, Texas. The specific location and configuration of the ATM site(s) within the below listed facilities will be determined by the University. Each location shall be sufficient to accommodate the ATM.

ATM Location(s)	Base Monthly Rent
4015 Avenue Q, Galveston, TX 77550	\$437.09



Consider Approval to Renew Website Content Management System and Web Hosting Contracts

Staff is requesting Board approval to renew the website content management system and website hosting three-year agreement with Modern Campus USA Inc., 1320 Flynn Road, Suite 100, Camarillo, CA 93012. The original three-year agreement was awarded in 2021.

The three-year renewal agreement includes a five percent (5%) increase per annum. Each year’s cost is less than \$50,000, however, the total cost of the three-year renewal of the website content management system and renewal of website hosting is \$108,443.88 over a three-year period.

The cost for the first year is \$35,537.07. The source of funding will be the Education and General Fund.

Upon approval, the term of the agreement renewal would be March 1, 2024, through February 28, 2027.

Fees Per Year	Website Content Management System	Website Hosting Agreement	Total Per Year
Total Year 1 Fees	\$27,037.07	\$8,500.00	\$35,537.07
Total Year 2 Fees	\$27,848.18	\$8,500.00	\$36,348.18
Total Year 3 Fees	\$28,683.63	\$7,875.00	\$36,558.63
Subtotal	\$83,568.88	\$24,875.00	\$108,443.88
Total			\$108,443.88

SCHEDULE TO THE AGREEMENT

ORDER FORM No. 4

THIS ORDER FORM IS ENTERED INTO BETWEEN Modern Campus USA Inc. ("**Modern Campus**") and Galveston College ("**Customer**") on the Order Form Effective Date.

1. Agreement: This Order Form incorporates the terms and conditions of the Agreement dated February 01, 2021 and made between Modern Campus and Customer (the "**Agreement**"), as if such terms and conditions are reproduced herein. In the event of a conflict between this Order Form and the Agreement, this Order Form shall govern. Any capitalized term not defined herein shall have the meaning ascribed to them in the Agreement.

2. Description of Software/Services/Support:
 - (a) Software: The Software Licensed pursuant to this Order Form and the terms and conditions of the Agreement is for the Software listed below:
 - Omni CMS - SaaS up to 25 users
 - Omni CMS Calendar - License
 - Emergency Alerts - License
 - Omni CMS Search - License up to 20,000 files
 - (b) Users: Unless otherwise stated on this Order Form, the Software License granted under this Order Form is a Subscription License for the user type and number of users and organizations as specified in the Agreement.
 - (c) Support
 - Omni CMS Support (Saas)

3. Term:
 - (a) License Start Date: The License shall commence on March 01, 2024.
 - (b) Initial Term: The initial term (the "Initial Term") of this Order Form shall commence on the License Start Date and continue for a period of 36 months, unless terminated earlier pursuant to the Agreement.
 - (c) Renewal Term: This Order Form shall renew for two additional periods of twelve (12) months (each a "Renewal Term") upon the mutual written agreement of the parties.

4. Fees for the use of the Software ("Subscription Fees"):
 - Omni CMS - SaaS up to 25 users : \$18,937.07
 - Omni CMS Calendar - License : \$600.00
 - Emergency Alerts - License : \$0.00
 - Omni CMS Search - License up to 20,000 files : \$0.00

Total Subscription Fees Year 1: \$19,537.07

The Subscription Fees shall be subject to a five percent (5%) increase per annum.

5. Fees for Support ("Support Fees"): The Support Fees, as provided below, shall be subject to five percent (5%) increase per annum:

- Omni CMS Support (Saas): \$7,500.00

6. Payment Terms: The Subscription Fees and Support Fees are payable in advance, with payment due Net 30 days from invoice date. Unless otherwise stated, Subscription Fees and Support Fees are due annually. Late Payments will be subject to a late fee calculated at 1% per month. If payment of Subscription Fees with annual recurring costs is not received prior to the start date of the Renewal Term, Modern Campus reserves the right to suspend access to the Software until payment is received.

Grand Total (Subscription, Service, and Support Fees) for Year One

Total Year One Subscription: \$19,537.07

Total Year One Support: \$7,500.00

Total Year 1 Fees: \$27,037.07

Total Year 2 Fees: \$27,848.18

Total Year 3 Fees: \$28,683.63

7. Order Form Effective Date: The Order Form Effective Date shall be the last date of execution of this Order Form.

IN WITNESS WHEREOF, the Parties have executed this Order Form on the Order Form Effective Date.

MODERN CAMPUS USA, INC.

GALVESTON COLLEGE

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE TO THE AGREEMENT

ORDER FORM No. 5

THIS ORDER FORM IS ENTERED INTO BETWEEN Modern Campus USA Inc. ("**Modern Campus**") and Galveston College ("**Customer**") on the Order Form Effective Date.

1. Agreement: This Order Form incorporates the terms and conditions of the Agreement dated February 01, 2021 and made between Modern Campus and Customer (the "**Agreement**"), as if such terms and conditions are reproduced herein. In the event of a conflict between this Order Form and the Agreement, this Order Form shall govern. Any capitalized term not defined herein shall have the meaning ascribed to them in the Agreement.
2. Description of Software/Services/Support:
 - (a) Software: The Software Licensed pursuant to this Order Form and the terms and conditions of the Agreement is for the Software listed below:
 - DataBank Hosting (Applicable in Year 1, only)
 - Modern Campus Hosting (Applicable from Year 2)
 - (b) Users: Unless otherwise stated on this Order Form, the Software License granted under this Order Form is a Subscription License for the user type and number of users and organizations as specified in the Agreement.
 - (c) Services:
 - Modern Campus Hosting – Setup (Applicable in Year 2)
3. Term:
 - (a) License Start Date: The License shall commence on March 01, 2024.
 - (b) Initial Term: The initial term (the "Initial Term") of this Order Form shall commence on the License Start Date and continue for a period of 36 months, unless terminated earlier pursuant to the Agreement.
 - (c) Renewal Term: This Order Form shall renew for two additional periods of twelve (12) months (each a "Renewal Term") upon the mutual written agreement of the parties.
4. Fees for the use of the Software ("Subscription Fees"):
 - DataBank Hosting : \$8,500.00 (Applicable in Year 1 only)
 - Modern Campus Hosting: \$7,500.00 (Applicable from Year 2)The Subscription Fees shall be subject to a five percent (5%) increase per annum.
5. Fees for Implementation ("Service Fees"):
 - Modern Campus Hosting Setup: \$1,000.00

6. Payment Terms: The Subscription Fees are payable in advance, with payment due Net 30 days from invoice date. The Service Fees are payable in advance in Year 2 of the Initial Term. Unless otherwise stated, Subscription Fees are due annually. Late Payments will be subject to a late fee calculated at 1% per month. If payment of Subscription Fees with annual recurring costs is not received prior to the start date of the Renewal Term, Modern Campus reserves the right to suspend access to the Software until payment is received.

Grand Total (Subscription and, Service Fees) for the Initial Term

Total Year 1 Fees (Subscription):	<u>\$8,500.00</u> (Databank)
Total Year 2 Fees (Subscription and Services):	<u>\$8,500.00</u> (Modern Campus Hosting)
Total Year 3 Fees (Subscription):	<u>\$7,875.00</u> (Modern Campus Hosting)

7. Order Form Effective Date: The Order Form Effective Date shall be the last date of execution of this Order Form.

8. Special Terms:

(a) The Parties hereby incorporate Exhibit A, which details the Software and Service Hosting for Modern Campus Hosting.

IN WITNESS WHEREOF, the Parties have executed this Order Form on the Order Form Effective Date.

MODERN CAMPUS USA, INC.

GALVESTON COLLEGE

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SOFTWARE AND SERVICE HOSTING

- (a) Description of Hosting: Modern Campus will provide hosting services for the Customer as described herein, on the intended environment defined by Modern Campus, and those ongoing activities required to make the Software and Services available to the Customer on an ongoing basis.
- (b) Service Levels: Modern Campus will maintain 99.95% availability for Customer on a monthly basis. Availability as defined by the ability for authorized users to access and/or login to the application as well as ability for regular use of the Software and Services (excluding downtime due to required services outside of Software or Modern Campus control such as identity management integration, credit card merchant service availability etc.). Scheduled routine maintenance, critical maintenance, denial of service attacks or any event, or a series of related events, which are outside the reasonable control of Modern Campus for affecting normal availability, will not be included in availability calculations. Routine maintenance is defined as general enhancement to the application. Critical maintenance is defined as updates requiring immediate application to ensure security or stability in response to potential environmental threats.

Under no circumstances will availability calculations include any downtime that can be identified as resulting from Customer network, Customer computers, or other reasons outside of Modern Campus' control.

Routine maintenance is scheduled at such times to minimize the impact of any downtime of the System to Customer.

In the event that, during the Initial Term or Renewal Term, the Software and Service Hosting fails to meet the availability commitment then Modern Campus shall issue service credits calculated in accordance with the following to the Customer for that particular month, such service credits to be deducted by Modern Campus from future Charges.

$$\text{Service Credit} = (3 \times (\text{Up-Time Target Percentage} - \text{Actual Up-Time Percentage})) * (\text{Annual Subscription Fee}/12 \text{ months})$$

- (c) Service Level Monitoring: Modern Campus will utilize appropriate measurement and monitoring tools and procedures necessary to measure its performance of the Support Services and compare such performance to that required by the service levels.
- (d) Redundant Systems: The Software and Services will at all times be maintained on servers and other hardware (the "Primary Hardware") maintained by or on behalf of Modern Campus that will be located in a data center ("Data Center") that employs industry-leading security measures, with regard to both physical security (e.g., restricted access to servers, etc.) and electronic security (e.g., firewalls). Modern Campus will also provide for redundant servers and other hardware ("Redundant Hardware") at such Data Center so that, if the Primary Hardware malfunctions, the Redundant Hardware will host the Software according to the specifications set forth herein.
- (e) Backup: Modern Campus encrypts all database backups at rest and targets a recovery point objective of 1 day (RPO). Database backups are kept for 14 days.

- (f) System Access: Modern Campus does not give Customers direct access to the production database, except through the use of the Software or supplied Services, for security and data protection purposes.
- (g) Disaster Recovery: Modern Campus Software and Services are hosted on a fully redundant infrastructure that ensures operation under normal circumstances with minimal or no downtime in the case of specific, individual component hardware failure. Automated messaging is in place and designed to alert Modern Campus staff of any potential service degradation.

Modern Campus maintains infrastructure and backups (application data and database) in a separate physical location geographically removed from the production installation to provide redundancy in the event to a catastrophic failure of the hosting environment.

A detailed Disaster Recovery Planning Checklist may be developed collaboratively between the Customer and Modern Campus Solutions prior to a production go-live to ensure that roles and responsibilities of both organizations are understood.

Consider Acceptance of Faculty Resignation

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>
Daryl Williams	Computer & Network Administration Program Director & Assistant Professor	Dec 31, 2023
Kelley Pennell	BSN Program Director	May 13, 2024

Consider Conferment of Faculty Tenure

In accordance with Board Policy DCB Local, Employment Practices: Tenure, Mr. Tyree Bearden, and Ms. Hong Mai are being recommended to the Board for the conferment of faculty tenure. Mr. Bearden, and Ms. Mai have met the eligibility requirements to be considered for tenure and have completed their tenure review process. Their applications for tenure have been reviewed by the faculty Rank, Tenure, and Sabbatical Committee and unanimous endorsements for candidacy were received. The Vice President for Instruction recommend tenure for these candidates. Dr. W. Myles Shelton, President, concurs with these endorsements. Instructions were given to the Board members on how to access the candidates online tenure portfolio for review prior to the meeting.

It is the recommendation of the President that the Board grant tenure for Mr. Bearden, and Ms. Mai beginning February 14, 2024.