

**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, June 10, 2026**, 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 May 13, 2026 *(Action Item)* 3
- VI. Citizens Desiring to Appear Before the Board on Agenda and Non-agenda Items *(Please complete a request card prior to the start of the meeting. The Board Chairperson may limit the time of appearance before the Board to three minutes.)*
- VII. Informative Reports:
  - 1. Student Success Story *(Dr. W. Myles Shelton)* 13
  - 2. Monthly Financial Reports - May *(Mr. M. Jeff Engbrock)* 14
- VIII. Notice to the Board of Regents that the Annual Contract for HVAC Services will Exceed \$100,000 - *(Mr. M. Jeff Engbrock)* 39
- IX. Consideration of Consent Agenda 40  
*(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.)*
- X. Action Items:
  - 1. Consider Approval of Facilities Committee Recommendation Regarding the Health Sciences Education Center (HSEC) 42
  - 2. Consider Approval of Facilities Committee Recommendation Regarding the Purchase of Real Property 43
  - 3. Consider Acceptance of Fiscal Year 2025-2026 Third Quarter Investment Report 44
  - 4. Consider Adoption of Resolution Granting Residence Homestead Tax Exemptions for the 2026 Tax Year 48
  - 5. Consider Approval of Renewal Agreement to Extend the Bank Depository Contract 50
  - 6. Consider Approval of Insurance Coverage Policy Renewals for National Flood Insurance Program (NFIP) and Texas Windstorm Insurance Association (TWIA) 53
  - 7. Consider Approval of Proposal to Purchase Excess Wind and Flood Insurance for Named Storm Coverage 56

8. Consider Approval of Proposal to Purchase Texas Association of School Boards Risk Management Fund Insurance Coverage for All Other Perils Property and Contents (Excluding Named or Numbered Windstorms)	58
9. Consider Approval of Proposal to Purchase Texas Association of School Boards Risk Management Fund Insurance Coverage for Unemployment and Workers' Compensation	78
10. Consider Approval of Proposals to Purchase Intercollegiate Athletics and Activities Accident Insurance and Catastrophic Insurance Policies	79
11. Consider Approval of Insurance Coverage Policy Required for Cupola Loan Agreement	83
12. Consider Approval of Contract for Disaster Restoration and Recovery Services	92
13. Consider Approval of Proposal to Purchase Computers for Library Circulation Desk and Security Office	117
14. Consider Approval of Variance to Professional Landscaping Services Contract	118
15. Consider Approval of Proposal from American Mechanical Services, Inc. to Replace Central Plan RBI Boiler #1	121
16. Consider Approval of Continuing Education Occupational Skills Award (OSA) and Level 1 Certificates in Shipfitting	124
17. Consider Approval of Agreement Between The University of Texas Medical Branch at Galveston and Galveston College to Provide Student Health and Counseling Services for the 2026-27 Academic Year	126
18. Consider Approval of Instruction Agreement for Plano ISD Dual Credit Classes for Academic Year 2026-27 Including Addendum	140
19. Consider Acceptance of Faculty Resignation	155
20. Consider Nomination and Election of Board Officers for the 2026-2028 Term	156
XI. Special Reports and Comments:	
1. Student Representative ( <i>Ms. Alyssa Berry</i> )	
2. Faculty Representative ( <i>Ms. Janene Davison</i> )	
3. President ( <i>Dr. W. Myles Shelton</i> )	
4. Regents	
5. Chairperson ( <i>Ms. Carolyn Sunseri</i> )	
XII. Adjournment	

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The notice for this meeting was posted on The notice for this meeting was posted on June 3, 2026 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  
May 13, 2026  
5:30 p.m.**

At the Regular Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, May 13, 2026, in Room M-220 of Moody Hall, commencing at 5:30 p.m., the following Regents were present:

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

Faculty and staff present included Dr. W. Myles Shelton, President, Mr. Daniel Alcantar, Dr. Carmen Allen, Mr. Tyree Bearden, Ms. Karen Bell, Dr. Conrad Breitbart, Mr. Ed Chrnko, Dr. Courtney Cross, Mr. Jeff Engbrock, Mr. Daniel Fink, Dr. Norma Guzman, Ms. Angie Hoermann, Ms. Vicki Jernigan, Ms. Breanne Lorefice, Ms. Hong Mai, Dr. Van Patterson, Ms. Jennifer Prochaska, Ms. LT Rivera, Ms. Rene Sanders, and Dr. Tirizia York.

- I. CALL TO ORDER REGULAR MEETING:** Chair Sunseri 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. Sunseri began with a moment of silence and asked Ms. Longoria 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 May 6, 2026.
- IV. RECOGNITION OF GUESTS:** Mr. Berberich and Mr. Waddell were in attendance. Mr. Jeff Taylor, City of Galveston District 2 Representative was in attendance.

V. **ADMINISTER OATH OF OFFICE:** Mr. Michael Huges, Mr. Raymond Lewis, Jr., and Ms. Carolyn Sunseri were sworn in as Regents.

VI. **CONSIDER APPROVAL OF MINUTES FROM THE REGULAR MEETING OF APRIL 8, 2026, SPECIAL MEETINGS OF APRIL 14, 2026, AND SPECIAL MEETING OF APRIL 20, 2026:** A reading of the minutes was waived. Mr. Raschke moved to approve the minutes as published; Ms. Longoria seconded. The motion passed unanimously.

VII. **CITIZENS DESIRING TO APPEAR BEFORE THE BOARD ON AGENDA AND NON-AGENDA ITEMS:** Mr. Jeff Taylor, City of Galveston District 2 Representative introduced himself to the Board.

VIII. **INFORMATIVE REPORTS:**

1. Student Success Story: Dr. Shelton introduced this agenda item and Ms. Carmen Allen, Director of Institutional Effectiveness and Research, who presented on the 2024-2025 Graduate Survey. The survey content includes employment & future educational plans, academic & student services experiences and reasons for attending Galveston College. Key takeaways included that Galveston College graduates are successfully transitioning into the workforce or continuing their education at very high rates, Galveston College consistently develops the transferable skills students need to succeed in work, school, and civic life, and that survey results demonstrate that the GC student experience is not only positive, but effective in producing workforce-ready and transfer-ready graduates.
2. Monthly Financial Reports –April: Mr. M. Jeff Engbrock, Comptroller/CFO, presented the financial report for the month of April. With 67 percent of the year completed, income generated was \$29,305,018 or 93 percent of the fiscal year 2025-26 revenue budget compared to 93 percent this time last year. State funds for March are \$3,956,309 or 75.1 percent of the budget, based on the change in how state funds are now distributed. Tuition and fees were \$6,592,034 or 117.4 percent of the budget compared to 106.2 percent last year. Local taxes are \$17,811,546 or 92 percent of the budget compared to 94.5 percent last year. Local Revenue is \$945,128 or 74.5 percent of the budget, compared to 86.3 percent last year. He reported that total expenses are \$20,477,429 or 65 percent of the expenditure budget, compared to 60.2 percent last year.

Dr. Shelton gave a brief update on state appropriations.

IX. **CONSENT AGENDA:** Ms. Sunseri proceeded with the Consent Agenda. Mr. Addison requested that items number 14 and 15 be moved to the Regular Agenda. Mr. Raschke moved to approve the Consent Agenda with Mr. Addison's suggested changes, and Action Items No. 5, 7, 8, 9, 10, 12, 13, and 16; Ms. Flowers seconded. The motion passed unanimously. A copy of the Consent Agenda is attached as **Exhibit A**.

## X. ACTION ITEMS:

1. Consider Approval of Facilities Committee Recommendation Regarding the Health Sciences Education Center (HSEC) Project Including but not Limited to Contemplated Litigation: Mr. Michael Hughes, Facilities Committee Chair presented this item to the Board. The Facilities Committee met prior to this meeting to consider a recommendation to the Board regarding the Health Sciences Education Center (HSEC) Project Including but not limited to contemplated litigation.

It was the Committee's recommendation, and Mr. Hughes moved that the Board of Regents of Galveston College, authorize and direct the President of the College, in consultation with legal counsel Mills Shirley LLP to file a Demand for Arbitration with the American Arbitration Association against Satterfield & Pontikes Construction, Inc. and PBK Architects, Inc. and to take any and all further actions counsel deems necessary or appropriate to prosecute and defense the College's claims arising out of the construction of the HSEC, including the retention of expert witnesses, the execution of related agreements, and the engagement of co-counsel if needed; Mr. Lewis seconded. The motion passed 8-0; Mr. Raschke abstained.

2. Consider Approval of Facilities Committee Recommendation Regarding the Purchase of Real Property: Mr. Michael Hughes, Facilities Committee Chair presented this item to the Board. The Facilities Committee met prior to this meeting to consider a recommendation to the Board regarding the purchase of real property. There was no action taken on this item.
3. Consider Approval of Facilities Committee Recommendation Regarding the Proposal from OPS Inc. Security Services for Campus Security Services: Mr. Michael Hughes, Facilities Committee Chair presented this item to the Board. The Facilities Committee met prior to this meeting to consider a recommendation to the Board regarding the proposal from OPS Inc. Security Services for Campus Security Services. Since September of 2025, OPS Inc. Security Services has stationed armed guards at the College to provide a visible deterrent against crime, and protection for faculty, staff and students. The current contract with OPS Inc. Security Services is approved on a month-to-month basis. Staff is requesting Board approval to allow President Myles Shelton to execute a new contract with OPS Inc. Security Services that would have a term ending on August 31, 2027, at which time another request would be brought to the board for consideration. The estimated cost will be \$298,355.20

It was the Committee's recommendation, and Mr. Hughes moved to recommend approval for President Shelton to execute a new contract with OPS Inc. Security Services with a term ending on August 31, 2027; Mr. Lewis seconded. The motion passed unanimously.

4. Consider Approval of Facilities Committee Recommendation Regarding the Design (Architectural & Engineering) Proposal from Creole Designs for Student Housing Along 41st Street: Mr. Michael Hughes, Facilities Committee Chair presented this item to the Board. The Facilities Committee met prior to this meeting to consider a recommendation to the Board regarding the design (architectural and engineering) proposal from Creole Designs for student housing along 41<sup>st</sup> Street. The proposal is for Architectural Drawings, Structural Drawings, and MEP Drawings. The scope of work will include site plans, floor plans exterior elevations, roof plan, window and door schedules, electrical plans, interior details, wall sections, cross sections and an exterior detail sheet. The total cost of the proposal is \$58,720.

It was the Committee's recommendation, and Mr. Hughes moved to approve the proposal for design (architectural & engineering) services from Creole Designs, in the amount of \$58,720, and authorize the President to execute the contract; Mr. Lewis seconded. The motion passed unanimously.

5. Consider Approval of Instructional Agreements for Dual Credit Classes for Academic Year 2026-27 Including Addendums: The Board unanimously approved the instructional agreements for Dual Credit Classes for Academic Year 2026-27 Including Addendums for Galveston Independent School District, O'Connell College Preparatory School, Odyssey Academy, Upward Hope Academy, Hamshire-Fannett Independent School District, and Dickinson Independent School District.
6. Consider Approval of Continuing Education Occupational Skills Award (OSA) Certificate in Shipfitter Helper Fabrication: Dr. Matthew's presented this item to the Board. Staff is requesting Board approval to offer an additional Continuing Education Certificate in Shipfitting. This will be the third semester. Eventually the program will be six semesters. We are doing this as a stand-alone certificate, because at some point we will have students that will have the skills to come directly at the third semester instead of starting at the beginning. This is an Occupational Skills Award, so we will be able to count these students as graduates, and they would have a Certificate that is recognized.

Ms. Longoria moved to approve the Continuing Education Occupational Skills Award (OSA) Certificate in Shipfitter Helper Fabrication; Ms. Flowers seconded. The motion passed unanimously.

7. Consider Approval of Proposal to Purchase Laptop Computers and Laptop Charging Cart for Engineering Technology: The Board unanimously approved the proposal to purchase laptop computers and a laptop charging cart for Engineering Technology. This item was passed in the Consent Agenda.
8. Consider Approval of Proposal to Purchase Networking Equipment and Video Surveillance Cameras for New Student Residence Halls and Garage Apartments:

The Board unanimously approved the proposal to purchase networking equipment and video surveillance cameras for the new student residence halls and garage apartments. This item was passed in the consent agenda.

9. Consider Approval to Purchase Two File Cabinets and an Office Chair for the Business Office: The Board unanimously approved the purchase for two file cabinets and an office chair for the Business Office. This item was passed in the Consent Agenda.
10. Consider Approval of Senate Bill 17 (2023 Legislative Session) Compliance Reporting Certification Form for FY2026: The Board unanimously approved the Senate Bill 17 (2023 Legislative Session) Compliance Reporting Certification Form for FY2026. This item was passed in the Consent Agenda.
11. Consider Approval of FY 2027 Budget and 2026 Tax Rate Planning Calendar: Dr. Shelton presented this item to the Board. The items highlighted in blue are the meeting dates. Staff would recommend approval.  
  
Ms. Flowers moved to approve the FY 2027 Budget and 2026 Tax Rate Planning Calendar; Mr. Raschke seconded. The motion passed unanimously.
12. Consider Adoption of Local Policy CDB and CDB Regulation: The board unanimously adopted local policy CDB and CDB Regulation. This item was passed in the Consent Agenda.
13. Consider Approval of Contract Extension for Professional Landscaping Services: The Board unanimously approved the contract extension for Professional Landscaping Services. This item was passed in the Consent Agenda.
14. Consider Approval of Proposal to Install New Dugouts at Carter Field: Dr. Shelton presented this item to the Board. He stated that Foster Fence Ltd., is a BuyBoard vendor, and this meets purchasing requirements. The purpose of this item is to fix the Carter Field dugouts and bring them up to specifications for us to be able to have the softball field that we need for next season. We have fixed the outfield fence and put up a scoreboard, and if we do this last piece then we have met the collegiate specifications, so that we don't have to build a new field.

There was discussion on if we were in the process of working toward building a new softball field. Dr. Shelton clarified that not at this time. There was also discussion on if the field could be used for tournaments once it is up to specifications. Dr. Shelton stated yes.

Mr. Addison moved to approve the proposal to install new dugouts at Carter Field; Ms. Longoria seconded. The motion passed unanimously.

15. Consider Approval of Proposal for Moody Gardens Hotel Room and Catering Contract for the 2027 Women In Industry Conference: Dr. Shelton presented this item to the Board. This is the contract that we need to be able to put the date on the calendar for next April. It was highly successful event this year. There were around 1,100 students and a couple hundred, vendors, teachers and guests that participated in the conference. The conference is funded by ticket sales and corporate sponsorships. A number of them told us the day of to be sure to put them on the list to sponsor next year. This meets purchasing requirements because it is a sole source because Moody Gardens is the only entity in the area that has the facilities to host this event.

There was discussion on how the contract pricing works. The contract is budgeted as a break-even budget. There is some concern that the catering contract might increase, in which case the College would have to have additional attendees or corporate sponsors to cover the cost.

Mr. Addison moved to approve the proposal for Moody Gardens Hotel Room and Catering Contract for the 2027 Women In Industry conference; Ms. Flowers seconded. The motion passed unanimously.

16. Consider Approval of Faculty Change in Rank: The Board unanimously approved the change in rank for Ms. Rayssa Salinas from Instructor to Assistant Professor. This item was passed in the Consent Agenda.

- XI. Adjournment to Closed/Executive Session in Room M-202:** The Board of Regents, as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, reserves the right to enter into a closed/executive session under the following provision of the Act: Section 551.074 – To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

The Board did not adjourn to closed session.

- XII. Reconvene Regular Meeting (Open Meeting) in Room M-220**

The Board did not adjourn to closed session.

**XIII. Action Items: (Continued)**

17. Consider Appointment of New President and Approval of Contract: Ms. Sunseri presented this item to the Board. Dr. Tracee Watts will be appointed the President of Galveston College with a contract term beginning July 1, 2026, and ending June 30, 2029. Ms. Sunseri added that Dr. Watts has signed the contract. There were minor edits made to it that did not affect the salary, just minor language changes. It

is being brought to the board tonight, and then upon approval Ms. Sunseri will sign the contract.

Ms. Sunseri moved to appoint Dr. Tracee Watts the new President of Galveston College and approve the contract; Mr. Lewis seconded. The motion passed unanimously.

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

1. Student Representative: Ms. Mariana Hernandez Lima presented this item to the Board. The following updates were shared:

Events since the last Board meeting:

- April 16 – Movie on the Lawn with Mission FAFSA, 24 people attended
- April 22 – Earth Day, 48 people participated
- April 25 – Softball Tailgate, 45 people participated
- April 28 – Walk a Mile in Her Shoes, 12 people participated
- April 28 – Primetime Movie Night, 52 people attended
- May 4 – Finals Fuel, 90 people participated

SGA Updates:

- April 30 – Quest completion, 25 people participated
- April 29 – SGA Induction

The new SGA Officers are:

- President – Alyssa Berry
- Vice President – Lexyana Wilson
- Secretary – River Crummett-Jennings
- Social Media Specialist – Maria Montoya

2. Faculty Representative: Mr. Tyree Bearden introduced Dr. Courtney Cross who presented on the Nuclear Medicine Program, and why the work that we do at the College matters.

3. President: Dr. Shelton shared that graduation went extremely well, everyone had a seat that wanted one. The important thing is it is all about the students and we had great attendance at the two ceremonies, and the nursing pinning. He thanked our Student Services staff that worked hard on graduation for an amazing job. Other updates included:

- Softball will play tomorrow at either 5 p.m. or noon depending on the outcome of today's game
- The Dates to Remember sheet is in the Board folders. June 10<sup>th</sup> is the next board meeting
- Dr. Shelton's retirement ceremony is June 13<sup>th</sup> at Moody Gardens

- The presidential portraits have been reframed and hung outside of the W. Myles Shelton Ed.D Boardroom
- June 25<sup>th</sup> is the Board Retreat at Moody Gardens

Dr. Shelton concluded by saying that it's been an amazing year, so many good things have happened, and he couldn't have done it without a great team of faculty and staff. He thanked the board for a wonderful year and every year.

4. Regents: Mr. Raschke thanked Jeff Taylor for coming to the meeting and commented about how he loves the spirit line that is done at commencement.
5. Chairperson: Ms. Sunseri added her agreement about the spirit line at commencement. It is her favorite part of commencement. It is us telling them that we appreciate them as students.

**XV. ADJOURNMENT:** There being no further business to come before the Board, the Regular Meeting adjourned at 6:30 p.m.

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Michael B. Hughes, Secretary

APPROVED AS CORRECT:

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Carolyn L. Sunseri, 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 Approval of Facilities Committee Recommendation Regarding the Health Sciences Education Center (HSEC) Project Including, but not Limited to Contemplated Litigation		✓		51
#2 – Consider Approval of Facilities Committee Recommendation Regarding the Purchase of Real Property		✓		52
#3 – Consider Approval of Facilities Committee Recommendation Regarding the Proposal from OPS Inc. Security Services for Campus Security Services		✓		53
#4 – Consider Approval of Facilities Committee Recommendation Regarding the Design (Architectural & Engineering) Proposal from Creole Designs for Student Housing Along 41st Street		✓		60
#5 – Consider Approval of Instructional Agreements for Dual Credit Classes for Academic Year 2026-27 Including Addendums				63
#6 – Consider Approval of Continuing Education Occupational Skills Award (OSA) Certificate in Shipfitter Helper Fabrication		✓		166
#7 – Consider Approval of Proposal to Purchase Laptop Computers and Laptop Charging Cart for Engineering Technology	✓			167

	<u>Consent Agenda</u>	<u>President Recommended Separate Action</u>	<u>Board Separate Action</u>	<u>Page #</u>
<b>#8</b> – Consider Approval of Proposal to Purchase Networking Equipment and Video Surveillance Cameras for New Student Residence Halls and Garage Apartments	✓			168
<b>#9</b> – Consider Approval to Purchase Two File Cabinets and an Office Chair for the Business Office	✓			169
<b>#10</b> – Consider Approval of Senate Bill 17 (2023 Legislative Session) Compliance Reporting Certification Form for FY2026	✓			170
<b>#11</b> – Consider Approval of FY 2027 Budget and 2026 Tax Rate Planning Calendar		✓		174
<b>#12</b> – Consider Adoption of Local Policies CDB and CDB Regulation	✓			176
<b>#13</b> – Consider Approval of Contract Extension for Professional Landscaping Services	✓			189
<b>#14</b> – Consider Approval of Proposal to Install New Dugouts at Carter Field			✓	190
<b>#15</b> - Consider Approval of Proposal for Moody Gardens Hotel Room and Catering Contract for the 2027 Women In Industry Conference			✓	193
<b>#16</b> - Consider Approval of Faculty Change in Rank	✓			199
<b>#17</b> - Consider Appointment of New President and Approval of Contract		✓		201

Student Success Story

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

Monthly Financial Report –May

Attached is the monthly financial report for May, representing encumbrances and pre-encumbrances through May 31, 2026. 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**  
**June 2026 Meeting**  
As of May 31, 2026 (75% of Year)

Source	Budgeted 2025/2026	Year-to-Date		
		Received (\$) 2025/2026	Received (%) 2025/2026	Received (%) 2024/2025
State Funds	\$5,270,549	\$3,956,309	75.1%	75.7%
Tuition and Fees	\$5,616,300	\$6,869,801	122.3%	114.1%
Local Taxes	\$19,356,251	\$18,100,101	93.5%	96.1%
Local Revenues	\$1,268,100	\$1,062,493	83.8%	95.6%
<b>Total Revenue</b>	<b>\$31,511,200</b>	<b>\$29,988,704</b>	<b>95.2%</b>	<b>95.8%</b>

**Operating Fund**  
**Expenditure Summary Sheet**  
**June 2026 Meeting**  
As of May 31, 2026 (75% of Year)

Source	Budgeted 2025/2026	Year-to-Date		
		Expended (\$) 2025/2026	Expended (%) 2025/2026	Expended (%) 2024/2025
Instruction	\$10,087,926	\$7,388,867	73.2%	67.2%
Community Service	\$82,515	\$60,053	72.8%	100.1%
Academic Support	\$2,249,843	\$1,650,874	73.4%	68.7%
Student Services	\$2,943,669	\$1,978,770	67.2%	67.6%
Institutional Support	\$6,823,246	\$4,666,706	68.4%	67.5%
Staff Benefits	\$16,000	\$40,384	252.4%	136.0%
Operations/ Maintenance	\$4,015,842	\$2,935,867	73.1%	68.0%
Interfund Transfers (out)	\$5,292,159	\$4,131,493	78.1%	62.8%
<b>Total Expenditures</b>	<b>\$31,511,200</b>	<b>\$22,853,014</b>	<b>72.5%</b>	<b>66.8%</b>

**GALVESTON COLLEGE**  
Fund 11 Education and General

	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Current year
	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Remaining	% Expended	2026	2026	2026
May 31, 2026	2026	May	2026	2026	2026	2026	2026	2026	2026
<b>Revenue by State Classification</b>									
State Funds	5,270,549	0	3,956,309	0	1,314,240	75.1%			
Tuition	3,475,100	138,589	4,264,625	0	(789,525)	122.7%			
Course Fees	3,307,200	160,345	3,926,507	0	(619,307)	118.7%			
Exemptions/Waivers	(1,166,000)	(21,167)	(1,321,331)	0	155,331	113.3%			
Local Taxes	19,356,251	288,554	18,100,101	0	1,256,150	93.5%			
Local Revenue	1,253,800	116,013	1,049,037	0	204,763	83.7%			
Sales and Services	14,300	715	13,456	0	844	94.1%			
<b>Total Revenue</b>	<b>31,511,200</b>	<b>683,049</b>	<b>29,988,704</b>	<b>0</b>	<b>1,522,496</b>	<b>95.2%</b>			
<b>Expenditures by State Classification</b>									
Instruction	10,187,657	857,563	7,388,867	149,480	2,649,309	72.5%			
Community Service	91,015	9,712	60,053	5,376	25,587	66.0%			
Academic Support	2,251,193	173,755	1,650,874	15,560	584,759	73.3%			
Student Services	2,893,290	248,086	1,978,770	198,096	716,423	68.4%			
Institutional Support	6,661,855	447,528	4,666,706	262,311	1,732,837	70.1%			
Operation and Maintenance	4,119,121	251,801	2,935,867	683,338	499,917	71.3%			
Staff Benefits	14,911	0	40,384	0	(25,473)	270.8%			
Inter-Fund Appropriations	5,292,159	375,723	4,131,493	0	1,160,666	78.1%			
<b>Expenditures Total</b>	<b>31,511,200</b>	<b>2,364,170</b>	<b>22,853,014</b>	<b>1,314,161</b>	<b>7,344,025</b>	<b>72.5%</b>			
<b>Expenditures by Type</b>									
General Operating	3,655,226	161,425	2,337,826	336,335	981,065	64.0%			
Contracted Services	3,351,143	220,947	2,517,102	398,304	435,737	75.1%			
Travel	474,453	64,088	311,972	382	162,098	65.8%			
Equipment	220,738	21,839	90,245	62,280	68,212	40.9%			
Utilities	1,137,600	60,776	579,271	516,859	41,470	50.9%			
Faculty Full Time	4,772,086	389,006	3,518,260	0	1,253,826	73.7%			
Faculty Overloads/Adjunct	2,015,113	196,844	1,580,350	0	434,763	78.4%			
Stipends	573,114	45,673	405,027	0	168,087	70.7%			
Administrator Salaries	2,488,500	207,702	1,846,337	0	642,163	74.2%			
Professional Technical Salaries	2,455,109	198,886	1,851,410	0	603,699	75.4%			
Classified Salaries	2,651,068	210,625	1,923,016	0	728,052	72.5%			
Part-Time Salaries	752,155	69,895	549,100	0	203,055	73.0%			
Staff Benefits	1,672,735	140,741	1,211,605	0	461,131	72.4%			

GALVESTON COLLEGE  
Fund 11 Education and General

Interfund Appropriations	5,292,159	375,723	4,131,493	0	1,160,666	78.1%
<b>Expenditures Total</b>	31,511,200	2,364,170	22,853,014	1,314,161	7,344,025	72.5%
<b>Excess Rev/Exp</b>	0	(1,681,121)	7,135,690			

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of May 2026**

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2026	May	2026	2026	2026	2026
<b>State Appropriation</b>						
Academic/Technical	\$5,270,549	\$0	\$3,956,309	\$0	\$1,314,240	75.1%
Incentive	\$0	\$0	\$0	\$0	\$0	NaN
Core	\$0	\$0	\$0	\$0	\$0	NaN
Health Insurance	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total</b>	<b>\$5,270,549</b>	<b>\$0</b>	<b>\$3,956,309</b>	<b>\$0</b>	<b>\$1,314,240</b>	<b>75.1%</b>
<b>Tuition</b>						
In-District Tuition	\$1,398,600	\$57,817	\$1,644,905	\$0	(\$246,305)	117.6%
Out-of-District Tuition	\$1,225,000	\$57,602	\$1,388,967	\$0	(\$163,967)	113.4%
Non Resident Tuition	\$451,000	\$10,290	\$551,867	\$0	(\$100,867)	122.4%
CE Workforce Training	\$94,500	\$6,725	\$188,177	\$0	(\$93,677)	199.1%
CE Workforce Info Tech	\$0	\$0	\$0	\$0	\$0	NaN
CE Workforce Health Prof	\$220,400	\$5,050	\$372,277	\$0	(\$151,877)	168.9%
CE Leisure Learning	\$80,600	\$1,105	\$115,102	\$0	(\$34,502)	142.8%
CE Childrens Programs	\$0	\$0	\$0	\$0	\$0	NaN
CE-Misc 3rd Party	\$5,000	\$0	\$3,330	\$0	\$1,670	66.6%
<b>Total</b>	<b>\$3,475,100</b>	<b>\$138,589</b>	<b>\$4,264,625</b>	<b>\$0</b>	<b>(\$789,525)</b>	<b>122.7%</b>
<b>Course Fees</b>						
Building Use Fee	\$1,416,000	\$59,317	\$1,619,718	\$0	(\$203,718)	114.4%
Student Service Fee	\$66,000	\$3,183	\$76,542	\$0	(\$10,542)	116.0%
General Service Fee	\$309,400	\$15,750	\$338,166	\$0	(\$28,766)	109.3%
Registration Fee	\$185,700	\$9,591	\$202,183	\$0	(\$16,483)	108.9%
Out-of-District Fee	\$558,700	\$26,366	\$685,504	\$0	(\$126,804)	122.7%

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of May 2026**

	Budget		(MTD) Actual		(YTD) Actual		Encumbrances		Available		% of Budget	
	2026		May	2026	2026	2026	2026	2026	2026	2026	2026	2026
Course and Lab Fees	\$390,500		\$18,388	\$476,182	\$0		(\$85,682)		121.9%			
Distance Education Fees	\$240,000		\$17,362	\$398,773	\$0		(\$158,773)		166.2%			
Distance Education Fees N/R	\$7,800		\$100	\$7,500	\$0		\$300		96.2%			
Testing Fees	\$8,000		\$180	\$11,977	\$0		(\$3,977)		149.7%			
Testing Fees GED	\$0		\$0	\$0	\$0		\$0		NaN			
Testing Fees-Contract	\$24,000		\$4,189	\$23,306	\$0		\$694		97.1%			
Late Registration Fees	\$5,800		\$675	\$5,275	\$0		\$525		90.9%			
Schedule Change Fees	\$2,500		\$230	\$1,830	\$0		\$670		73.2%			
Student Health Insurance Fees	\$62,200		\$3,274	\$53,516	\$0		\$8,684		86.0%			
SurCharge Repeat > 27 Dev hrs	\$30,600		\$1,740	\$25,800	\$0		\$4,800		84.3%			
Other Fees	\$0		\$0	\$235	\$0		(\$235)		Infinity			
<b>Total</b>	<b>\$3,307,200</b>		<b>\$160,345</b>	<b>\$3,926,507</b>	<b>\$0</b>		<b>(\$619,307)</b>		<b>118.7%</b>			
<b>Exemptions/Waivers</b>												
Competitive Waiver	(\$24,000)		\$0	(\$39,039)	\$0		\$15,039		162.7%			
Foster Care	(\$28,000)		(\$3,502)	(\$44,053)	\$0		\$16,053		157.3%			
Hazelwood Waiver Credit	(\$12,000)		\$0	(\$10,055)	\$0		(\$1,945)		83.8%			
Hazelwood Dependant	(\$60,000)		(\$1,068)	(\$67,231)	\$0		\$7,231		112.1%			
Concurrent Enrollment	\$0		\$0	\$0	\$0		\$0		NaN			
Blind	(\$5,400)		(\$84)	(\$11,590)	\$0		\$6,190		214.6%			
Fireman	(\$12,400)		\$0	(\$3,136)	\$0		(\$9,264)		25.3%			
Police	(\$1,700)		\$0	\$0	\$0		(\$1,700)		0.0%			
TEC 54.052	(\$102,300)		\$0	(\$4,369)	\$0		(\$97,931)		4.3%			
Military Waiver	(\$13,200)		(\$546)	(\$9,373)	\$0		(\$3,827)		71.0%			
GISD Dual Credit	(\$904,000)		(\$14,203)	(\$1,125,078)	\$0		\$221,078		124.5%			

**Galveston College**  
**Fund 11 Detail Rev/Exp**  
**as of the end of May 2026**

	Budget		(MTD) Actual		(YTD) Actual		Encumbrances		Available		% of Budget	
	2026		May	2026	2026	2026	2026	2026	2026	2026	2026	2026
Other		(\$3,000)		(\$1,764)		(\$7,406)		\$0		\$4,406		246.9%
<b>Total</b>		<b>(\$1,166,000)</b>		<b>(\$21,167)</b>		<b>(\$1,321,331)</b>		<b>\$0</b>		<b>\$155,331</b>		<b>113.3%</b>
<b>Local Taxes</b>												
Current Taxes	\$18,837,251		\$230,254	\$17,610,678	\$0		\$0		\$1,226,573			93.5%
Delinquent	\$295,000		\$23,239	\$264,280	\$0		\$0		\$30,720			89.6%
Penalty & Interest	\$190,000		\$27,661	\$197,980	\$0		\$0		(\$7,980)			104.2%
Other	\$34,000		\$7,401	\$27,163	\$0		\$0		\$6,837			79.9%
<b>Total</b>	<b>\$19,356,251</b>		<b>\$288,554</b>	<b>\$18,100,101</b>	<b>\$0</b>		<b>\$0</b>		<b>\$1,256,150</b>			<b>93.5%</b>
<b>Local Revenue</b>												
Interest Income	\$1,200,000		\$115,893	\$1,009,354	\$0		\$0		\$190,646			84.1%
Miscellaneous Revenue	\$10,500		\$120	\$16,627	\$0		\$0		(\$6,127)			158.4%
Misc. Revenue-Vehicles	\$3,000		\$0	\$2,555	\$0		\$0		\$445			85.2%
Administrative Allowance	\$5,400		\$0	\$19,841	\$0		\$0		(\$14,441)			367.4%
Indirect Cost Recovery	\$34,900		\$0	\$660	\$0		\$0		\$34,240			1.9%
Legal Settlements	\$0		\$0	\$0	\$0		\$0		\$0			NaN
Insurance Reimbursements	\$0		\$0	\$0	\$0		\$0		\$0			NaN
Donations	\$0		\$0	\$0	\$0		\$0		\$0			NaN
Sales and Services	\$14,300		\$715	\$13,456	\$0		\$0		\$844			94.1%
<b>Total</b>	<b>\$1,268,100</b>		<b>\$116,728</b>	<b>\$1,062,493</b>	<b>\$0</b>		<b>\$0</b>		<b>\$205,607</b>			<b>83.8%</b>
<b>Inter-Fund Appropriations</b>												
Transfers from Ed & Gen (Fund Bal...	\$0		\$0	\$0	\$0		\$0		\$0			NaN
Transfers from Federal Grants	\$0		\$0	\$0	\$0		\$0		\$0			NaN
Transfers from Bond Revenue	\$0		\$0	\$0	\$0		\$0		\$0			NaN

Galveston College  
Fund 11 Detail Rev\Exp  
as of the end of May 2026

Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
2026	May	2026	2026	2026	2026
Total	\$0	\$0	\$0	\$0	NaN
Total Revenue	\$31,511,200	\$683,049	\$29,988,704	\$0	\$1,522,496 95%

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of May 2026**

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2026	May	2026	2026	2026	2026
<b>Exp by State Classification</b>						
<b>Instructional</b>						
Weiding	\$436,316	\$37,254	\$313,577	\$43,505	\$79,234	71.9%
Biology	\$392,775	\$36,452	\$292,657	\$4,403	\$95,716	74.5%
Biotechnology	\$0	\$0	\$0	\$0	\$0	NaN
Chemistry	\$242,161	\$19,779	\$179,988	\$1,918	\$60,255	74.3%
Env Science	\$48,412	\$4,392	\$27,556	\$2,151	\$18,706	56.9%
Physics	\$122,052	\$9,707	\$87,398	\$0	\$34,654	71.6%
Accounting	\$86,844	\$5,916	\$55,803	\$0	\$31,041	64.3%
Accounting Tech	\$0	\$0	\$0	\$0	\$0	NaN
Business Admin	\$11,846	\$1,264	\$14,516	\$0	(\$2,670)	122.5%
Hosp/Tourism	\$0	\$0	\$0	\$0	\$0	NaN
Medical Office Admin	\$238,806	\$18,353	\$169,104	\$15,773	\$53,929	70.8%
Logistics Op	\$108,835	\$7,871	\$75,678	\$93	\$33,065	69.5%
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	\$97,046	\$9,871	\$77,852	\$0	\$19,194	80.2%
Comp. Science	\$37,363	\$2,351	\$28,891	\$0	\$8,472	77.3%
Comp. Tech.	\$10,133	\$0	\$0	\$0	\$10,133	0.0%
Culinary Arts	\$170,121	\$17,807	\$143,087	\$1,198	\$25,836	84.1%
Cosmetology	\$289,891	\$24,262	\$235,254	\$3,720	\$50,917	81.2%
Engineering	\$0	\$0	\$0	\$0	\$0	NaN

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of May 2026**

	Budget		(MTD) Actual		(YTD) Actual		Encumbrances		Available		% of Budget	
	2026		May	2026	2026	2026	2026	2026	2026	2026	2026	2026
Engineering Technology Dept	\$53,425		\$0	\$0	\$0	\$0	\$0	\$0	\$53,425		0.0%	
Develop-Read	\$141,609		\$11,114	\$100,646	\$0	\$0	\$0	\$0	\$40,963		71.1%	
Develop-Write	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Develop-Other	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Education	\$16,096		\$2,237	\$22,554	\$0	\$0	\$0	\$0	(\$6,458)		140.1%	
English	\$338,200		\$24,584	\$256,100	\$0	\$0	\$0	\$0	\$82,099		75.7%	
Humanities	\$6,042		\$589	\$4,298	\$0	\$0	\$0	\$0	\$1,744		71.1%	
Philosophy	\$31,142		\$3,566	\$30,358	\$0	\$0	\$0	\$0	\$784		97.5%	
Foreign Lang-SPAN	\$10,170		\$0	\$3,514	\$0	\$0	\$0	\$0	\$6,656		34.5%	
Nursing-RN	\$984,802		\$73,068	\$628,054	(\$6,329)	(\$6,329)	\$0	\$0	\$363,077		63.8%	
Nursing Admin	\$194,715		\$15,529	\$141,897	\$0	\$0	\$0	\$0	\$52,818		72.9%	
Allied Health	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Clinical Research	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Emer Med Serv	\$333,677		\$34,732	\$233,250	\$1,021	\$1,021	\$0	\$0	\$99,407		69.9%	
Imaging-CT	\$158,549		\$12,081	\$110,555	\$2,781	\$2,781	\$0	\$0	\$45,212		69.7%	
Imaging-MRI	\$179,656		\$17,076	\$132,720	\$0	\$0	\$0	\$0	\$46,936		73.9%	
Imaging-Mam	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Imaging-Nuclear	\$228,406		\$19,064	\$163,101	\$11	\$11	\$0	\$0	\$65,294		71.4%	
Imaging-Rad Thy	\$216,712		\$15,320	\$150,696	\$2,418	\$2,418	\$0	\$0	\$63,598		69.5%	
Imaging-Rad Tch	\$754,492		\$55,634	\$552,400	\$634	\$634	\$0	\$0	\$201,458		73.2%	
Ophthalmic Asst	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Pharmacy Tech	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Phlebotomy Tech	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Sonography	\$239,943		\$16,743	\$158,908	\$0	\$0	\$0	\$0	\$81,035		66.2%	

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of May 2026**

	Budget		(MTD) Actual		(YTD) Actual		Encumbrances		Available		% of Budget	
	2026		May	2026	2026	2026	2026	2026	2026	2026	2026	2026
Surgical Tech	\$162,187		\$10,035	\$97,134	\$6,983	\$58,070	59.9%					
Nursing-LVN	\$195,380		\$11,147	\$108,724	\$460	\$86,195	55.6%					
Develop-Math	\$304,651		\$27,666	\$243,536	\$21	\$61,094	79.9%					
Mathematics	\$446,023		\$36,719	\$326,692	\$0	\$119,331	73.2%					
Auto Tech	\$0		\$0	\$0	\$0	\$0	NaN					
HVAC Tech	\$150,032		\$12,029	\$112,028	\$1,282	\$36,722	74.7%					
Industrial Sys	\$0		\$0	\$0	\$0	\$0	NaN					
Electrical and Electronics	\$130,163		\$13,766	\$90,324	\$3,028	\$36,811	69.4%					
Instrumentation	\$130,719		\$10,707	\$95,264	\$8	\$35,447	72.9%					
Fitness Center	\$152,454		\$10,653	\$102,631	\$1,822	\$48,001	67.3%					
Physical Ed.	\$146,219		\$12,149	\$103,312	\$1,646	\$41,260	70.7%					
CJ-Academic	\$111,718		\$7,329	\$66,350	\$0	\$45,368	59.4%					
Law Enforce	\$195,124		\$31,962	\$165,985	\$5,241	\$23,899	85.1%					
Economics	\$76,776		\$9,844	\$59,608	\$0	\$17,168	77.6%					
Government/PS	\$117,998		\$13,399	\$110,271	\$35	\$7,692	93.5%					
History/Geog.	\$141,765		\$12,565	\$107,365	\$0	\$34,400	75.7%					
Psychology	\$145,781		\$17,919	\$155,721	\$0	(\$9,940)	106.8%					
Sociology	\$40,870		\$5,104	\$42,098	\$0	(\$1,228)	103.0%					
Art	\$150,515		\$12,253	\$108,722	\$417	\$41,376	72.2%					
Digital Imaging	\$0		\$0	\$0	\$0	\$0	NaN					
Drama / Theater	\$207,069		\$18,024	\$138,832	\$42,348	\$25,889	67.0%					
Music	\$35,453		\$3,899	\$33,486	\$22	\$1,945	94.5%					
Business (Bachelors)	\$126,390		\$10,399	\$86,175	\$2,029	\$38,186	68.2%					
Medical Bachelors	\$138,361		\$11,662	\$107,526	\$166	\$30,670	77.7%					

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of May 2026**

	Budget		(MTD) Actual		Actual		Encumbrances		Available		% of Budget	
	2026	2026	May	2026	2026	2026	2026	2026	2026	2026	2026	2026
Nursing BSN	\$243,439		\$20,904	\$191,180	\$0		\$52,259					78.5%
Accreditation	\$18,025		\$0	\$11,988	\$0		\$6,037					66.5%
Accreditation QEP	\$83,563		\$5,105	\$58,925	\$2,257		\$22,380					70.5%
ATD	\$0		\$0	\$0	\$0		\$0					NaN
Faculty Dev.	\$66,187		\$8,259	\$48,319	\$0		\$17,868					73.0%
Lecture Series	\$4,250		\$0	\$20	\$0		\$4,231					0.5%
CE-Workforce	\$56,982		\$5,265	\$30,606	\$1,339		\$25,037					53.7%
CE Cisco	\$0		\$0	\$0	\$0		\$0					NaN
CE Allied Health	\$229,325		\$22,188	\$195,633	\$7,080		\$26,611					85.3%
<b>Total Instructional</b>	<b>\$10,187,657</b>		<b>\$857,563</b>	<b>\$7,388,867</b>	<b>\$149,480</b>		<b>\$2,649,309</b>					<b>73%</b>
<b>Community Service</b>												
CE Leisure Learning	\$91,015		\$9,712	\$60,053	\$5,376		\$25,587					66.0%
CE Children Programs	\$0		\$0	\$0	\$0		\$0					NaN
<b>Total Community Service</b>	<b>\$91,015</b>		<b>\$9,712</b>	<b>\$60,053</b>	<b>\$5,376</b>		<b>\$25,587</b>					<b>66.0%</b>
<b>Academic Support</b>												
Vice President of Instruction	\$325,635		\$26,385	\$236,694	\$313		\$88,628					72.7%
Arts & Sciences Administration	\$59,479		\$5,040	\$44,869	\$6		\$14,604					75.4%
Tech\Professional Ed. Administration	\$287,619		\$24,592	\$212,209	\$10,052		\$65,358					73.8%
Adult & Continuing Ed. Administration	\$264,001		\$21,999	\$195,993	(\$321)		\$68,329					74.2%
Distance Education Administration	\$272,024		\$21,585	\$185,835	\$207		\$85,981					68.3%
Hamshire - Fannett Administration	\$0		\$0	\$0	\$0		\$0					NaN
Grants Development	\$84,453		\$6,755	\$60,795	\$250		\$23,408					72.0%
Library & Learning Resources	\$422,500		\$24,299	\$325,983	\$1,202		\$95,315					77.2%



**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of May 2026**

	Budget		(MTD) Actual		Actual		Encumbrances		Available		% of Budget	
	2026	2026	May	2026	2026	2026	2026	2026	2026	2026	2026	2026
Information Technology	\$2,023,241		\$105,682	\$1,690,995	\$106,359		\$225,887					83.6%
Communications	\$83,217		\$3,767	\$66,135	\$7,484		\$9,598					79.5%
Vice Pres. Community Engagement	\$0		\$0	\$0	\$0		\$0					NaN
Development	\$316,873		\$25,064	\$190,423	\$989		\$125,461					60.1%
GC Foundation	\$78,651		\$5,331	\$48,163	\$212		\$30,276					61.2%
Marketing & Media	\$736,252		\$59,127	\$475,871	\$121,623		\$138,758					64.6%
<b>Total for Institutional Support</b>	<b>\$6,661,855</b>		<b>\$447,528</b>	<b>\$4,666,706</b>	<b>\$262,311</b>		<b>\$1,732,837</b>					<b>70.1%</b>
<b>Staff Benefits</b>												
Staff Benefits - State Eligible	\$14,911		\$0	\$40,384	\$0		(\$25,473)					270.8%
Staff Benefits - Non-State Eligible	\$0		\$0	\$0	\$0		\$0					NaN
GASB 67/78 TRS net	\$0		\$0	\$0								
GASB 74/75 ERS net	\$0		\$0	\$0								
Staff Benefits - Retirees	\$0		\$0	\$0	\$0		\$0					NaN
<b>Total For Staff Benefits</b>	<b>\$14,911</b>		<b>\$0</b>	<b>\$40,384</b>	<b>\$0</b>		<b>(\$25,473)</b>					<b>270.8%</b>
<b>Operations and Maintenance</b>												
Plant Administration	\$1,019,187		\$18,074	\$883,893	\$0		\$135,294					86.7%
Building Maintenance	\$1,122,143		\$97,170	\$862,568	\$133,250		\$126,325					76.9%
Custodial Services	\$735,931		\$60,729	\$545,892	\$3,920		\$186,119					74.2%
Custodial Services Tech Center	\$0		\$0	\$0	\$0		\$0					NaN
Grounds Maintenance	\$101,430		\$16,430	\$66,175	\$22,255		\$13,000					65.2%
Grounds Maintenance Tech Center	\$0		\$0	\$0	\$0		\$0					NaN
Transportation	\$27,430		\$368	\$12,184	\$14,537		\$709					44.4%
Utilities	\$995,000		\$54,222	\$517,030	\$443,387		\$34,583					52.0%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of May 2026

	Budget	(MTD) Actual	(YTD) Actual	Actual	Encumbrances	Available	% of Budget
	2026	May	2026	2026	2026	2026	2026
Utilities Tech Center	\$118,000	\$4,808	\$48,126	\$65,987	\$3,887		40.8%
<b>Total for Operations and M...</b>	<b>\$4,119,121</b>	<b>\$251,801</b>	<b>\$2,935,867</b>	<b>\$683,338</b>	<b>\$499,917</b>		<b>71.3%</b>
<b>Inter-Fund Appropriations</b>							
Transfers to Auxiliary	\$721,760	\$0	\$383,513	\$0	\$338,247		53.1%
Transfers to Student Activity Fund	\$66,000	\$3,183	\$76,542	\$0	(\$10,542)		116.0%
Transfer to State Eligible Ben	\$1,657,293	\$175,306	\$1,084,420	\$0	\$572,873		65.4%
Transfers to State Grants & Aid	\$179,806	\$0	\$194,178	\$0	(\$14,372)		108.0%
Transfers to Bond Revenue	\$1,867,300	\$0	\$1,866,800	\$0	\$500		100.0%
Transfer to Construction	\$0	\$0	\$0	\$0	\$0		NaN
Transfers to Capital Project	\$800,000	\$197,234	\$526,039	\$0	\$273,961		65.8%
Transfers to Fixed Assets	\$0	\$0	\$0	\$0	\$0		NaN
<b>Total Inter-Fund Appropriat...</b>	<b>\$5,292,159</b>	<b>\$375,723</b>	<b>\$4,131,493</b>	<b>\$0</b>	<b>\$1,160,666</b>		<b>78.1%</b>
<b>Expenditures Total</b>	<b>\$31,511,200</b>	<b>\$2,364,170</b>	<b>\$22,853,014</b>	<b>\$1,314,161</b>	<b>\$7,344,025</b>		<b>72.5%</b>

**Auxiliary Fund**  
as of May 31, 2026

May 31, 2026	Current year	Current year	Current year	Current year	Current year	Current year	Current year
	Budget	(MTD) Actual	(YTD) Actual	Encumbr...	Remaining	% Expended	
	2026	May	2026	2026	2026	2026	2026
<b>Revenue by State Classification</b>							
Inter-Fund Appropriat...	793,760	0	383,513	0	410,247	48%	
Bookstore Commission	45,000	8,844	26,532	0	\$18,468	59%	
Student Housing	358,585	120,759	488,969	0	(130,384)	136%	
Food Service	545,445	8,799	591,135	0	(45,690)	108%	
Special Event	0	0	0	0	0	NaN	
Sales and Services	157,630	10,231	103,289	0	54,341	66%	
<b>Total Revenue</b>	<b>1,900,420</b>	<b>148,633</b>	<b>1,593,438</b>	<b>0</b>	<b>306,982</b>	<b>84%</b>	

<b>Expenditures by Department</b>							
Student Housing	29,338	2,456	19,155	0	10,183	65%	
Food Service	415,700	19,643	404,297	0	11,403	97%	
Print Shop	131,296	14,850	75,804	51,056	4,436	58%	
Special Event	0	0	0	0	0	NaN	
Athletics General	113,014	9,686	65,800	378	46,836	58%	
Baseball	535,119	19,877	478,658	168	56,293	89%	
Softball	455,553	25,310	379,146	4,039	72,367	83%	
General Institutional	220,400	3,901	106,585	14,079	99,736	48%	
Transfer to Construction	0	0	0	0	0	NaN	
<b>Expenditures Total</b>	<b>1,900,420</b>	<b>95,724</b>	<b>1,529,446</b>	<b>69,720.73</b>	<b>301,253</b>	<b>80%</b>	

**Auxiliary Fund  
as of May 31, 2026**

**Expenditures by Type**

General Operating	257,225	8,186	125,791	18,889	112,545	49%
Contracted Services	562,456	36,784	493,019	46,693	22,744	88%
Travel	169,804	18,236	142,057	0	27,747	84%
Equipment	80,040	1,807	60,652	4,138	15,250	76%
Special Event	0	0	0	0	0	NaN
Transfer to Scholarships	25,000	0	25,000	0	0	100%
Transfer to Construction	0	0	0	0	0	NaN
Scholarships	443,254	321	420,042	0	23,212	95%
Salaries & Stipends	284,143	24,538	207,439	0	76,704	73%
Staff Benefits	78,498	5,853	55,447	0	23,051	71%
<b>Expenditures Total</b>	<b>1,900,420</b>	<b>95,724</b>	<b>1,529,446</b>	<b>69,721</b>	<b>301,253</b>	<b>80%</b>

**Student Service Fund**  
as of May 31, 2026

May 31, 2026	Current year		Current year		Current ...		Current year	
	Budget	(MTD) Actual	(YTD) Act...	Encumbr...	Remaining	% Expended	2026	2026
	2026	May	2026	2026	2026	2026	2026	2026
<b>Revenue by State Classification</b>								
Interfund Appropriations	66,000	3,183	76,542	0	(10,542)	116%		
Fund Balance Transfer	0	0	0	0	0	NaN		
<b>Total Revenue</b>	<b>\$66,000</b>	<b>\$3,183</b>	<b>\$76,542</b>	<b>\$0</b>	<b>(\$10,542)</b>	<b>116%</b>		

<b>Expenditures by Department</b>								
Student Activities	27,825	8,012	26,138	943	744	94%		
Student Ambassador	16,355	610	13,785	313	2,257	84%		
Student Government	19,220	290	18,097	465	658	94%		
Phi Theta Kappa	2,600	0	0	0	2,600	0%		
<b>Expenditures Total</b>	<b>66,000</b>	<b>8,912</b>	<b>58,020</b>	<b>1,721</b>	<b>6,259</b>	<b>88%</b>		

<b>Expenditures by Type</b>								
General Operating	42,900	1,462	37,570	1,721	3,609	88%		
Contracted Services	0	0	0	0	0	NaN		
Travel	9,100	7,150	7,150	0	1,950	79%		
Equipment	0	0	0	0	0	NaN		
Scholarships	0	0	0	0	0	NaN		
Salaries & Stipends	14,000	300	13,300	0	700	95%		
Staff Benefits	0	0	0	0	0	NaN		
<b>Expenditures Total</b>	<b>66,000</b>	<b>8,912</b>	<b>58,020</b>	<b>1,721</b>	<b>6,259</b>	<b>88%</b>		



**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
as of **May 31, 2026**

	Current year Budget 2026	Current year (MTD) Actual May	Current year (YTD) Actual 2026	Current year Encumbrances 2026	Current year Remaining 2026
<b>Fund 71</b>					
<b>Revenue 2025</b>					
Fund Balance Transfer	7,958,000	0	0	0	7,958,000
<b>Total Revenue</b>	<b>7,958,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,958,000</b>
<b>Expenditures</b>					
<b>Softball Field</b>					
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
<b>Expenditures Total</b>	<b>1,650,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,650,000</b>
<b>Student Housing</b>					
Facility Construction 39th	4,320,000	224,826	267,319	0	4,052,682
Equipment	150,000	0	0	142,253	7,747
Furniture 39th	150,000	0	0	105,212	44,788
Contingency 39th	450,000	0	0	0	450,000
Architectural & Engineering Fees 39th	150,000	0	21,728	0	128,272
Architectural & Engineering Fees 41st new	0	8,394	8,394	0	
<b>Expenditures Total</b>	<b>5,220,000</b>	<b>233,220</b>	<b>297,441</b>	<b>247,465</b>	<b>4,675,094</b>
<b>HVAC Campus Upgrades</b>					
Chiller and HVAC upgrade	638,000	33,400	408,491	199,468	30,041
<b>Expenditures Total</b>	<b>638,000</b>	<b>33,400</b>	<b>408,491</b>	<b>199,468</b>	<b>30,041</b>
<b>Future Expansion</b>					
Land\Bldg Acquisition	450,000	0	652,456	0	(202,456)

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of May 31, 2026**

May 31, 2026	Current year Budget 2026	Current year (MTD) Actual May	Current year (YTD) Actual 2026	Current year Encumbrances 2026	Current year Remaining 2026
<b>Projects Grand Total</b>	7,958,000	266,620	1,358,388	446,933	6,152,679

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of May 31, 2026**

	Current year Budget 2026	Current year (MTD) Actual May	Current year (YTD) Actual 2026	Current year Encumbrances 2026	Current year Remaining 2026
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May 31, 2026

**Nursing Health Sciences Building**

	Current year Budget 2026	Current year (MTD) Actual May	Current year (YTD) Actual 2026	Current year Encumbrances 2026	Current year Remaining 2026
<b>Revenue</b>					
Bond Proceeds	1,991,585	0	0	0	1,991,585
Transfer Bond Reserve interest	131,348	0	0	0	131,348
<b>Total Revenue</b>	<b>2,122,933</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,122,933</b>

**Expenditures**

Contingency-Owner	445,106	0	0	0	445,106
Furniture\Equip- Capital	0	0	0	(6,500)	6,500
Facility Construction	1,639,112	0	0	20,923	1,618,189
Arch and Engr Fees	38,715	0	0	0	38,715
<b>Expenditures Total</b>	<b>2,122,933</b>	<b>0</b>	<b>0</b>	<b>14,423</b>	<b>2,108,510</b>

<b>Fund Revenue Total</b>	10,080,933	0	0	0	10,080,933
<b>Fund Expenditures Total</b>	10,080,933	266,620	1,358,388	461,356	8,261,189
<b>Fund 71 total</b>	<b>0</b>	<b>(266,620)</b>	<b>(1,358,388)</b>	<b>(461,356)</b>	<b>1,819,744</b>

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of May 31, 2026**

	Current year	Current year	Current year	Current year	Current year	Current year
	Budget 2026	(MTD) Actual May 2026	(YTD) Actual 2026	Encumbrances 2026	Remaining 2026	

May 31, 2026

**Capital Projects Fund 72**

	Revenue					
Inkinds Service pay off PTK	150,000	0	0	0	0	150,000
Transfer from Fund 11	800,000	197,234	526,039	0	0	273,961
<b>Total Revenue</b>	<b>950,000</b>	<b>197,234</b>	<b>526,039</b>	<b>0</b>	<b>0</b>	<b>423,961</b>

**Instruction Expenditures**

IT\Media Equipment\upgrades	223,134	8,478	134,902	88,123	109
Physic Lab Furniture	14,900	14,898	14,898	0	2
Medical Admin- Equipment	10,000	0	6,346	0	3,654
Culinary Arts- Equipment	30,000	695	25,399	3,305	1,296
Cosmetology- Equipment\Services	13,500	3,503	3,503	5,489	4,508
HVAC- Equipment	8,000	0	0	4,594	3,406
Physical Ed\Fitness Center- Equipment	13,750	1,655	12,475	0	1,275
Art- Equipment	11,000	0	4,991	5,000	1,009
Drama- Equipment	8,000	0	0	0	8,000
Security/Lockdown- Equipment	30,000	0	0	30,000	0
<b>Expenditures Total</b>	<b>362,284</b>	<b>29,228</b>	<b>202,514</b>	<b>136,512</b>	<b>23,258</b>

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of May 31, 2026**

	Current year Budget 2026	Current year (MTD) Actual May	Current year (YTD) Actual 2026	Current year Encumbrances 2026	Current year Remaining 2026
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May 31, 2026

**Facilities Expenditures**

Master Plan- Architectural and Eng Fees	150,000	0	0	0	150,000
<b>Equipment ( Culinry Dinning, Blinds, Welding Shop, Cosmetology Ventilations, Electrical Lab )</b>					
Equipment	293,500	10,196	198,047	94,471	982
<b>Expenditures Total</b>	<b>443,500</b>	<b>10,196</b>	<b>198,047</b>	<b>94,471</b>	<b>150,982</b>

**Athletic\Student Life Expenditures**

Baseball Rework Home Plate- Equipment	28,000	0	28,000	0	0
Softball Scoreboard and Fencing- Equipment	65,116	0	65,080	0	36
E-Sports- Equipment	30,000	7,810	27,952	1,045	1,002
Virtual Reality- Equipment	21,100	0	4,446	0	16,654
<b>Expenditures Total</b>	<b>144,216</b>	<b>7,810</b>	<b>125,479</b>	<b>1,045</b>	<b>17,692</b>

<b>Fund Revenue Total</b>	950,000	197,234	526,039	0	423,961
<b>Fund Expenditures Total</b>	950,000	47,234	526,039	232,028	191,933
<b>Fund 72 Total</b>	<b>0</b>	<b>150,000</b>	<b>0</b>	<b>(232,028)</b>	<b>232,028</b>

Notice to the Board of Regents that the Annual Contract for HVAC Services will exceed \$100,000

The Board awarded the annual Job Order Contract for HVAC Services to AMS, Inc. (Choice Partners Contract #24/047TC-04) at the September 2025 Regular Board of Regents Meeting.

As a part of the approval, Staff are required to notify the Board of Regents when the total expenditure for the fiscal year exceeds \$100,000. The Board was notified of additional projects that would exceed \$100,000 in expenditures at the March 18, 2026, Regular Meeting. This item is to inform the Board that the Seibel Student Center HVAC Replacement in the amount of \$25,999, and the ATC Building 1 Roof Drain Installation for Cosmetology HVAC System in the amount of 43,141.50 for a total of \$69,140.50, are also scheduled to be paid in FY 2026.

Below is a list of all projects scheduled to be paid in FY 2026. The funding for the projects is included in the FY 26 budget.

JOC Vendor	Date Project Paid	Actual	Encumbered
AMS	9/18/2025 Chiller #2 - No power	711.00	
AMS	9/22/2025 Chiller #3 - Tripping Out	845.00	
AMS	9/18/2025 RTU 1 - Replace Motor	6,685.72	
AMS	9/18/2025 Moody 3-1 Not Cooling	2,015.97	
AMS	9/18/2025 Siebel Housing C AC not working	1,434.47	
AMS	9/12/2025 ATC Bldg 1 Replace blower motor	1,038.82	
AMS	9/12/2025 Culinary - Clean Kitchen	2,500.00	
AMS	9/23/2025 Culinary - Repair Kitchen Equip	2,500.00	
AMS	9/25/2025 Whitecaps Apts - HVAC mini-split replace	7,368.33	
AMS	10/9/2025 Power outage - repair equipment as detailed in invoice	11,505.58	
AMS	10/7/2025 Wash Rtu 1 & 2 Coils	1,176.51	
AMS	10/10/2025 Installation of isolation valve on main cooling tower	4,626.78	
AMS	10/10/2025 Remove Condenser - 3802	565.00	
AMS	10/27/2025 Replace solenoids on chillers #1 and #2	3,800.78	
AMS	10/10/2025 HS RTU 02-01 not cooling	4,991.07	
AMS	10/10/2025 IT Main Room HVAC	4,759.91	
AMS	10/31/2025 Duct Work Culinary	533.23	
AMS	10/31/2025 AHU1-1 Control Valve	2,758.45	
AMS	12/15/2025 Replace Circulation Pump	9,865.00	
AMS	12/16/2025 Regents AC fan box not working	785.00	
AMS	12/16/2025 Culinary Walkin repair	2,775.00	
AMS	12/23/2025 Seibel AC Repair / Repair ductwork	5,262.00	
AMS	1/27/2026 Central Plant Service Call	615.00	
AMS	1/27/2026 ATC Unit 2-2 no heat	959.50	
AMS	1/27/2026 AAON Unit HSEC	2,150.00	
AMS	1/27/2026 RTU B2-02 HSEC not cooling	1,060.00	
AMS	12/31/2026 Culinary - Repair Freezer	1,725.00	
AMS	2/12/2026 ATC Bldg 3 - not cooling	8,904.35	
AMS	2/12/2026 Boiler not working	5,236.59	
AMS	2/13/2026 Regents Air Compressor	1,532.50	
AMS	2/12/2026 ATC Bldg 1 RTU 2 not cooling	555.77	
AMS	2/18/2026 Replace Thermostat - Pres Off	645.56	
AMS	2/12/2026 Replace Air Compressor Motors	5,816.52	
AMS	2/12/2026 Replace 10 Connector Solenoid coils - chillers 1 & 2	2,736.46	
		110,440.87	-

AMS		ATC Cosmetology HVAC Replacement		53,300.00
AMS		Culinary Walk-In Cooler Freezer		75,265.00
AMS		Seibel Wing - RTU-02 HVAC Replacement		37,980.00
AMS		Cooling Tower - Defective Motor		18,935.00
AMS	Bid Project Approved by the Board Nov '25	Physical Plant - Chiller Replacement		295,775.00
				481,255.00
				591,695.87
Total AMS (American Mechanical Services)				
(Approved JOC / Choice Contract Partners #24/24/047TC-04)				

New Pending Projects

JOC Vendor	Date Project Paid	Actual	Encumbered
AMS		Seibel Student Center HVAC Replacement	25,999.00
AMS		ATC Building 1 Roof Drain Installation for Cosmetology HVAC System	43,141.50
			69,140.50

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 Facilities Committee Recommendation Regarding the Health Sciences Education Center (HSEC)	_____	_____	✓	_____
#2 – Consider Approval of Facilities Committee Recommendation Regarding the Purchase of Real Property	_____	_____	✓	_____
#3 – Consider Acceptance of Fiscal Year 2025-2026 Third Quarter Investment Report	_____	_____		_____
#4 – Consider Adoption of Resolution Granting Residence Homestead Tax Exemptions for the 2026 Tax Year	_____	_____	✓	_____
#5 – Consider Approval of Renewal Agreement to Extend the Bank Depository Contract	_____	_____		_____
#6 – Consider Approval of Insurance Coverage Policy Renewals for National Flood Insurance Program (NFIP) and Texas Windstorm Insurance Association (TWIA)	_____	_____	✓	_____
#7 – Consider Approval of Proposal to Purchase Excess Wind and Flood Insurance for Named Storm Coverage	_____	_____	✓	_____
#8 - Consider Approval of Proposal to Purchase Texas Association of School Boards Risk Management Fund Insurance Coverage for All Other Perils Property and Contents (Excluding Named or Numbered Windstorms)	_____	_____	✓	_____
#9 - Consider Approval of Proposal to Purchase Texas Association of School Boards Risk Management Fund Insurance Coverage for Unemployment and Workers' Compensation	_____	_____	✓	_____

	<u>Consent Agenda</u>	<u>President Recommended Separate Action</u>	<u>Board Separate Action</u>	<u>Page #</u>
<b>#10</b> – Consider Approval of Proposals to Purchase Intercollegiate Athletics and Activities Accident Insurance and Catastrophic Insurance Policies		✓		
<b>#11</b> – Consider Approval of Insurance Coverage Policy Required for Cupola Loan Agreement		✓		
<b>#12</b> – Consider Approval of Contract for Disaster Restoration and Recovery Services		✓		
<b>#13</b> – Consider Approval of Proposal to Purchase Computers for Library Circulation Desk and Security Office				
<b>#14</b> – Consider Approval of Variance to Professional Landscaping Services Contract				
<b>#15</b> – Consider Approval of Proposal from American Mechanical Services, Inc. to Replace Central Plant RBI Boiler #1				
<b>#16</b> –Consider Approval of Continuing Education Occupational Skills Award (OSA) and Level 1 Certificates in Shipfitting				
<b>#17</b> - Consider Approval of Agreement Between The University of Texas Medical Branch at Galveston and Galveston College to Provide Student Health and Counseling Services for the 2026-27 Academic Year				
<b>#18</b> - Consider Approval of Instructional Agreement for Plano ISD Dual Credit Classes for Academic Year 2026-27 Including Addendum				
<b>#19</b> - Consider Acceptance of Faculty Resignation				
<b>#20</b> - Consider Nomination and Election of Board Officers for the 2026-2028 Term		✓		

Consider Approval of Facilities Committee Recommendation Regarding the Health Sciences  
Education Center (HSEC) Project

The Board Facilities Committee was scheduled to meet prior to the June 10, 2026 Regular Meeting of the Board of Regents to consider a recommendation to the Board regarding the Health Sciences Education Center (HSEC) Project.

Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide the Committee's recommendation for Board consideration.

Consider Approval of Facilities Committee Recommendation Regarding the Purchase of Real Property

The Board Facilities Committee was scheduled to meet prior to the June 10, 2026, Regular Meeting of the Board of Regents to consider a recommendation to the Board regarding the purchase of real property.

Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide the Committee's recommendation for Board consideration.

Consider Acceptance of Fiscal Year 2025-2026 Third Quarter Investment Report

Following is the Investment Report describing the fiscal year 2025-26 third quarter investment activity for Galveston College. All investments are in compliance with the Board-approved investment policy, and the report provides detailed information regarding each investment classified by major fund groups.

It is recommended that the Board of Regents accept the Investment Report for the third quarter of fiscal year 2025-26 as presented.

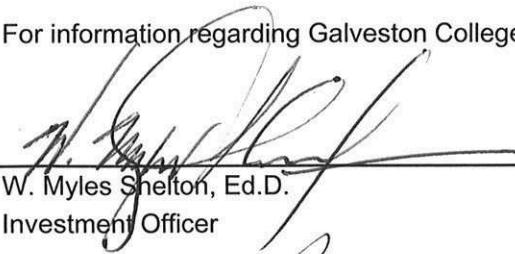
**Board Investment Report FY 2026  
Cash Equivalents and Investments  
Third Quarter Fiscal Year 2026 Activity  
For March 1, 2026 through May 31, 2026**


	Fair Value	Book Value
Beginning Value - March 1, 2026	\$ 47,300,162	\$ 47,300,162
Additions/Subtractions (Net)	(6,311,543)	(6,311,543)
Change in Fair Value	-	-
Ending Value - May 31, 2026	\$ 40,988,618	\$ 40,988,618

Earnings for the Third Quarter	402,502
Weighted Average Maturity at Ending Period Date (Days)	1
Weighted Average Earnings Rate for the Third Quarter	3.73%
Benchmark - Quarterly Average of the 4 Week Treasury Yield	3.62%

The above reported investments have been recorded in compliance with generally accepted accounting principles. In the opinion of the investment officers of the College, both this report and the investment portfolio of the College are in compliance with the requirements of the Public Funds Investment Act of the State of Texas and the Investment Policy of the Board of Regents of Galveston Community College District.

For information regarding Galveston College's investment portfolio, please contact Jeff Engbrock at (409) 944-1215.

  
\_\_\_\_\_  
W. Myles Shelton, Ed.D.  
Investment Officer

  
\_\_\_\_\_  
Dr. Van Patterson  
Investment Officer

  
\_\_\_\_\_  
Jeff Engbrock  
Investment Officer

Board Investment Report FY 2026  
 Cash Equivalents and Investments  
 Third Quarter Fiscal Year 2026 Activity  
 For March 1, 2026 through May 31, 2026

Description of Security	Account No. / CUSIP No.	Average Interest Rate	Maturity Date	Beginning Book Value	Ending Book Value	Beginning Fair Value	Additions	Withdrawals	Ending Fair Value	% of Total Portfolio	Weighted Avg. Earnings Rate	Accrued Interest	Days to Maturity	Weighted Avg. Maturity-Days
<b>OPERATING</b>														
Lone Star Investment Pool - Corp	84502	3.773%	Demand	151,848	153,295	151,848	1,448	-	153,295	0.37%	0.01%	-	1	0.00
Lone Star Investment Pool - Gov	84502	3.927%	Demand	20,813,594	15,113,476	20,813,594	1,399,882	(7,100,000)	15,113,476	36.87%	1.45%	-	1	0.37
Logic	151720001	3.775%	Demand	7,577,388	7,649,647	7,577,388	72,260	-	7,649,647	18.66%	0.70%	-	1	0.19
Texpool	000020101	3.645%	Demand	6,740,183	6,802,411	6,740,183	62,228	-	6,802,411	16.60%	0.60%	-	1	0.17
Texas Term Pool	1218-00	3.649%	Demand	6,040,050	6,095,781	6,040,050	55,730	-	6,095,781	14.87%	0.54%	-	1	0.15
MNB Repurchase Account	3128X1P24	0.100%	Open	1,329,582	483,801	1,329,582	-	(845,781)	483,801	1.18%	0.00%	-	1	0.01
Vanguard Mutual Fund	09914660032	3.608%	Demand	810,532	817,945	810,532	7,413	-	817,945	2.00%	0.07%	-	1	0.02
<b>TOTAL OPERATING</b>				<b>43,463,178</b>	<b>37,116,356</b>	<b>43,463,178</b>	<b>1,598,960</b>	<b>(7,945,781)</b>	<b>37,116,356</b>	<b>90.55%</b>	<b>3.39%</b>	<b>-</b>	<b>1</b>	<b>0.91</b>
<b>RESTRICTED</b>														
Lone Star Invest. - 2022 Bond Proceec	84502	3.632%	Demand	1,641,711	1,656,805	1,641,711	15,094	-	1,656,805	4.04%	0.15%	-	1	0.04
Lone Star Invest. - 2022 Bond Reserve	84502	3.632%	Demand	2,195,273	2,215,457	2,195,273	20,184	-	2,215,457	5.41%	0.20%	-	1	0.05
<b>TOTAL RESTRICTED</b>				<b>3,836,984</b>	<b>3,872,262</b>	<b>3,836,984</b>	<b>35,278</b>	<b>-</b>	<b>3,872,262</b>	<b>9.45%</b>	<b>0.34%</b>	<b>-</b>	<b>1</b>	<b>0.09</b>
<b>GRAND TOTAL</b>				<b>47,300,162</b>	<b>40,988,618</b>	<b>47,300,162</b>	<b>1,634,238</b>	<b>(7,945,781)</b>	<b>40,988,618</b>	<b>100%</b>	<b>3.73%</b>	<b>-</b>	<b>1</b>	<b>1.00</b>

The above reported investments have been recorded in compliance with generally accepted accounting principles. In the opinion of the investment officers of the College, both this report and the investment portfolio of the College are in compliance with the requirements of the Public Funds Investment Act of the State of Texas and the Investment Policy of the Board of Regents of Galveston Community College District.

For information regarding Galveston College's investment portfolio, please contact Jeff Engbrock at (409) 944-1215.

W. Myles Simpson, Ed D.  
 Investment Officer

Van Patterson, Ed D.  
 Investment Officer

Jeff Engbrock  
 Investment Officer

**Board Investment Report FY 2026  
Interest Earned - Third Quarter  
For March 1, 2026 through May 31, 2026**

<u>Investments</u>	<u>May</u>	<u>3rd Quarter</u>	<u>Fiscal YTD</u>
<b>Operating</b>			
MNB Money Market Account	109	329	1,229
Lonestar Corp	488	1,448	4,467
Lonestar Gov	49,006	167,814	393,825
LOGIC	24,271	72,260	222,648
Texpool	20,873	62,228	192,279
Texas Term	18,648	55,730	172,121
Vanguard	2,497	7,413	22,777
<b>Total Investment Operating Interest</b>	<b>115,892</b>	<b>367,221</b>	<b>1,009,346</b>
<b>Restricted</b>			
Lonestar - 2022 Bond Proceeds	6,772	15,094	46,687
Lonestar - 2022 Bond Reserve	5,064	20,184	62,429
<b>Total Investment Restricted Interest</b>	<b>11,836</b>	<b>35,278</b>	<b>109,115</b>
<b>Demand Deposit</b>			
Moody National Bank	1	3	8
<b>Total Demand Deposit Interest</b>	<b>1</b>	<b>3</b>	<b>8</b>
<b>GRAND TOTAL INTEREST EARNED</b>	<b>127,728</b>	<b>402,502</b>	<b>1,118,469</b>

Consider Adoption of Resolution Granting  
Residence Homestead Tax Exemptions for the 2026 Tax Year

The attached resolution provides for the 2026 tax year designation of property tax exemptions. The exemptions detailed in the resolution are identical to those granted the previous year.

Staff recommends adoption of the resolution as presented.

**A RESOLUTION OF THE GALVESTON  
COMMUNITY COLLEGE DISTRICT  
BOARD OF REGENTS GRANTING  
RESIDENCE HOMESTEAD TAX EXEMPTIONS FOR THE 2026 TAX YEAR**

WHEREAS, Section §11.13 of the Texas Property Tax Code provides for the granting of various residence homestead tax exemptions; and

WHEREAS, the Board of Regents of the Galveston Community College District desires to continue to provide for such exemptions for properties in the College District's tax jurisdiction for the purpose of assessing and collecting taxes for the tax year 2026.

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

With respect to all real property owned by an individual and occupied by that individual as a residence homestead (as defined in Section 11.13(j) (1) of the Texas Property Tax Code), that, in addition to any other exemptions provided by Section 11.13 of the Texas Property Tax Code, the first \$5,000 or 20 percent of value, whichever is greater, with respect to said property be exempt from ad valorem taxation.

BE IT FURTHER RESOLVED with respect to all real property owned by an individual who is disabled (as defined in Section 11.13(m) (1) of the Texas Property Tax Code) or who is 65 years of age or older and occupied by that individual as a residence homestead (as defined in Section 11.13(j) (1) of the Texas Property Tax Code), that the first \$10,000 of value of said property be exempt from ad valorem taxation.

PASSED AND ADOPTED this 10<sup>th</sup> day of June, 2026.

**GALVESTON COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Carolyn L. Sunseri  
Chairperson, Board of Regents

ATTESTED TO:

(DISTRICT SEAL)

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

Consider Approval of Renewal Agreement to Extend the Bank Depository Contract

Staff is requesting Board approval to extend the following two-year renewal agreement with Moody National Bank for the bank depository contract. The original two-year contract was awarded in 2022 with the option of making three additional two-year renewals. The current contract term ends on August 31, 2026. This renewal agreement would begin on September 1, 2026, and end on August 31, 2028, with **one** addition two-year term remaining.

**DEPOSITORY RENEWAL AGREEMENT**

**This Agreement** is entered into by and between Moody National Bank, a national association ("Depository"), and Galveston College, a local public entity of Galveston in Galveston County.

**Whereas**, Galveston College awarded Depository Services to Moody National Bank on the date of June 08, 2022.

**Whereas**, the parties desire to extend the term thereof for an additional 2 (two) year period, provided the term of the agreement, as extended, does not exceed beyond August 31, 2026. The original term thereof was for two years with the option to extend the contract for three (3) additional two (2) year terms for a total of 8 years.

**Now, Therefore**, the Depository and The College agree to the following terms, covenants, and conditions.

1. **Renewal of Depository Agreement.** The term of the Depository Agreement is ~~extended~~ for an additional two (2) year period, beginning **September 1, 2026** and terminating **August 31, 2028**, unless sooner terminated as provided in the Depository Agreement, with one (1) additional two (2) year term.
  
2. **Ratification.** Except as set forth herein and in Option 1, each term, covenant, and condition of the Depository Agreement continues in full force and effect and is hereby ratified and confirmed.

EFFECTIVE as of September 1, 2026

Galveston College

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

Name: Dr. W. Myles Shelton

Title: President

Moody National Bank

By: 

Name: Katherine Rodriguez

Title: EVP/CFO

**Moody National Bank**

**Rate Sheet**

**Galveston College**

**For the Period September 1, 2026 to August 31, 2028**

	<b>NOW ACCOUNT (CHECKING +)</b>	<b>MONEY MARKET DEPOSIT ACCOUNT</b>
<i>Minimum Opening Balance:</i>	\$1,500.00	\$2,500.00
<i>Account Maintenance Charges:</i>	See ProForma Account Analysis	See ProForma Account Analysis
<i>Account Transactions:</i>	Unlimited	6 Free preauthorized or 3 <sup>rd</sup> party transfers per month
<i>Interest on Deposits:</i>	0.10% / 0.10% APY Fixed	% / % APY **

\*\* Current effective annual percentage yield and rate

Variable rate is tied to the effective Federal Reserve funds sold rate as stated by the Federal Reserve . Current rate as of 05. .2026 is 3.6 %.

**Time Deposits of \$100,000 minimum (interest per annum compounded annually)**

<b>Term</b>	<b>Rate</b>	<b>APY</b>
3 Month	%	%
6 Month	%	%
1 Year	%	%
2 Year	%	2. %
3 Year	%	2. %

Consider Approval of Insurance Coverage Policy Renewals for National Flood Insurance Program (NFIP) and Texas Windstorm Insurance Association (TWIA)

Galveston Insurance Agency's (GIA) provided renewal quotes for the College's TWIA and NFIP policies. These two entities provide the College's baseline coverage for all wind claims (up to \$4,424,000 per building) and flood claims (up to \$500,000 per commercial building) associated with a named or numbered storm.

The total estimated renewal for all TWIA policies is \$406,698, a 5.2 percent increase from the previous year. The total estimated renewal for all NFIP policies is \$151,625, a 11.7 percent increase from the previous year. A spreadsheet with detailed information about this coverage by property is provided to the Regents.

Please note the Total Insured Value (TIV) of Galveston College properties with GIA was \$106,567,763. The TIV of Galveston College properties for 2026-27 was reassessed and increased to \$111,003,013 (4.16 percent increase). Carriers (TASB, TWIA & NFIP) use different assessment methods to predict current TIVs.

Staff recommend that the Board approve the renewals for the College's NFIP and TWIA policies through Galveston Insurance Associates.

# Galveston College 2026/2027 Wind Flood Estimated Premiums

Updated  
5/26/2026

Wind Coverage - Commercial											
#	Eff	Location	Description	100% RC Bldg Values	TWIA Bldg Limit or Maximum Limit	TWIA 1% Bldg Ded	TWIA Contents Limit	TWIA 1% Cnts Ded	Total Wind Insured	25/26 TWIA Premiums	TWIA Comml Est. 26/27 Premiums
1	9/1/2026	4015 Avenue Q	Moody Hall-Bldg 2	\$ 14,543,541	\$ 4,424,000	\$ 44,240	Included	Included	\$ 4,424,000	\$ 35,853	\$ 37,646
2	9/1/2026	4006-28 Avenue R	Regents/North Bld 3 & 4	\$ 36,722,787	\$ 4,424,000	\$ 44,240	Included	Included	\$ 4,424,000	\$ 79,565	\$ 83,544
3	9/1/2026	4000-02 Avenue R	Hermes/Fine Arts 5&6	\$ 20,132,464	\$ 4,424,000	\$ 44,240	Included	Included	\$ 4,424,000	\$ 50,606	\$ 53,137
4	9/1/2026	4015 Ave Q Rear	Cheney Bldg 1	\$ 1,893,868	\$ 1,611,000	\$ 16,110	Included	Included	\$ 1,611,000	\$ 7,946	\$ 8,344
5	9/1/2026	4015 Ave Q	Seibel Student Ctr-Bldg 7	\$ 2,687,374	\$ 2,286,000	\$ 22,860	Included	Included	\$ 2,286,000	\$ 10,857	\$ 11,400
6	9/1/2026	7626 Broadway Bldg 1	ATC-Office/Cosmetology	\$ 2,776,023	\$ 2,361,000	\$ 23,610	Included	Included	\$ 2,361,000	\$ 11,167	\$ 11,726
7	9/1/2026	7626 Broadway Bldg 2	ATC-Elect/HVAC/Weld	\$ 4,019,218	\$ 3,418,000	\$ 34,180	Included	Included	\$ 3,418,000	\$ 40,636	\$ 42,668
8	9/1/2026	7626 Broadway Bldg 3	ATC-Advising Office	\$ 810,941	\$ 691,000	\$ 6,910	Included	Included	\$ 691,000	\$ 3,594	\$ 3,774
9	9/1/2026	4015 Ave Q	Health Sciences Ed Ctr- Bldg 8	\$ 19,777,282	\$ 4,424,000	\$ 44,240	Included	Included	\$ 4,424,000	\$ 65,613	\$ 68,894
10	9/1/2026	3916 Avenue Q	9 Unit Apt	\$ 1,557,178	\$ 1,324,000	\$ 13,240	\$ 188,000	\$ 1,880	\$ 1,512,000	\$ 11,964	\$ 12,563
11	9/1/2026	3826 Ave R Unit A-Dorm	Seibel Apartment Homes	\$ 416,021	\$ 354,000	\$ 3,540	\$ 200,000	\$ 2,000	\$ 554,000	\$ 4,589	\$ 4,819
12	9/1/2026	3826 Ave R Unit A-Rear	Seibel Apartment Homes	\$ 191,091	\$ 163,000	\$ 1,630	\$ 100,000	\$ 1,000	\$ 263,000	\$ 2,296	\$ 2,411
13	9/1/2026	3826 Ave R Unit B-Dorm	Seibel Apartment Homes	\$ 416,021	\$ 354,000	\$ 3,540	\$ 200,000	\$ 2,000	\$ 554,000	\$ 4,589	\$ 4,819
14	9/1/2026	3826 Ave R Unit B-Rear	Seibel Apartment Homes	\$ 191,091	\$ 163,000	\$ 1,630	\$ 100,000	\$ 1,000	\$ 263,000	\$ 2,296	\$ 2,411
15	9/1/2026	3826 Ave R Unit C-Dorm	Seibel Apartment Homes	\$ 416,021	\$ 354,000	\$ 3,540	\$ 200,000	\$ 2,000	\$ 554,000	\$ 4,589	\$ 4,819
16	9/1/2026	3826 Ave R Unit C-Rear	Seibel Apartment Homes	\$ 191,091	\$ 163,000	\$ 1,630	\$ 100,000	\$ 1,000	\$ 263,000	\$ 2,296	\$ 2,411
17	9/1/2026	3826 Ave R Unit D-Dorm	Seibel Apartment Homes	\$ 416,021	\$ 354,000	\$ 3,540	\$ 200,000	\$ 2,000	\$ 554,000	\$ 4,589	\$ 4,819
18	9/1/2026	3826 Ave R Unit D-Rear	Seibel Apartment Homes	\$ 191,091	\$ 163,000	\$ 1,630	\$ 100,000	\$ 1,000	\$ 263,000	\$ 2,296	\$ 2,411
19	9/1/2026	3826 Ave R Unit E-Dorm	Seibel Apartment Homes	\$ 416,021	\$ 354,000	\$ 3,540	\$ 200,000	\$ 2,000	\$ 554,000	\$ 4,589	\$ 4,819
20	9/1/2026	3826 Ave R Unit E-Rear	Seibel Apartment Homes	\$ 191,091	\$ 163,000	\$ 1,630	\$ 100,000	\$ 1,000	\$ 263,000	\$ 2,296	\$ 2,411
21	9/1/2026	3826 Ave R Unit F-Dorm	Seibel Apartment Homes	\$ 416,021	\$ 354,000	\$ 3,540	\$ 200,000	\$ 2,000	\$ 554,000	\$ 4,589	\$ 4,819
22	9/1/2026	3826 Ave R Unit F-Rear	Seibel Apartment Homes	\$ 191,091	\$ 163,000	\$ 1,630	\$ 100,000	\$ 1,000	\$ 263,000	\$ 2,296	\$ 2,411
23	9/1/2026	3826 Ave R Unit G-Dorm	Seibel Apartment Homes	\$ 416,021	\$ 354,000	\$ 3,540	\$ 200,000	\$ 2,000	\$ 554,000	\$ 4,589	\$ 4,819
24	9/1/2026	3826 Ave R Unit G-Rear	Seibel Apartment Homes	\$ 191,091	\$ 163,000	\$ 1,630	\$ 100,000	\$ 1,000	\$ 263,000	\$ 2,296	\$ 2,411
<b>TOTALS</b>				<b>\$ 109,170,460</b>	<b>\$ 33,006,000</b>	<b>\$ 330,060</b>	<b>\$ 2,288,000</b>	<b>\$ 22,880</b>	<b>\$ 35,294,000</b>	<b>\$ 365,996</b>	<b>\$ 384,306</b>

Flood Coverage - Non-Residential											
#	Eff	Location	Description	100% RC Building Values	NFIP Building Limit	NFIP Bldg Ded	NFIP Contents Limit	NFIP Cnts Ded	Total Flood Insured	25-26 NFIP Premiums	NFIP Comml Est. 26/27 Premiums
1	7/10/2026	7626 Broadway Bldg 1	ATC-Office/Cosmetology	\$ 2,776,023	\$ 500,000	\$ 2,000	\$ 500,000	\$ 2,000	\$ 1,000,000	\$ 21,214	\$ 21,851
2	7/10/2026	7626 Broadway Bldg 2	ATC-ATC-Elect/HVAC/Weld	\$ 4,019,218	\$ 500,000	\$ 2,000	\$ 500,000	\$ 2,000	\$ 1,000,000	\$ 20,960	\$ 21,589
3	7/10/2026	7626 Broadway Bldg 3	ATC-Advising Office	\$ 810,941	\$ 369,000	\$ 1,250	\$ 200,000	\$ 1,250	\$ 569,000	\$ 10,745	\$ 12,894
4	9/24/2026	4015 Avenue Q	Seibel Student Ctr-Bldg 7	\$ 2,687,374	\$ 500,000	\$ 1,250	\$ 500,000	\$ 1,250	\$ 1,000,000	\$ 7,962	\$ 9,555
5	9/28/2026	4015 Ave Q	Moody Hall-Bldg 2	\$ 14,543,541	\$ 500,000	\$ 1,250	\$ 500,000	\$ 1,250	\$ 1,000,000	\$ 7,960	\$ 9,552
6	9/28/2026	4006-28 Ave R	Regents/North Bld3&4	\$ 36,722,787	\$ 500,000	\$ 1,250	\$ 500,000	\$ 1,250	\$ 1,000,000	\$ 7,589	\$ 8,728
7	9/28/2026	4000-02 Ave R	Hermes/Fine Arts 5&6	\$ 20,132,464	\$ 500,000	\$ 1,250	\$ 500,000	\$ 1,250	\$ 1,000,000	\$ 7,552	\$ 8,685
8	9/28/2026	4015 Ave Q Rear	Cheney Bldg 1	\$ 1,893,868	\$ 500,000	\$ 1,250	\$ 500,000	\$ 1,250	\$ 1,000,000	\$ 7,959	\$ 9,551
9	5/11/2027	4015 Ave Q	Health Sciences Ed Ctr- Bldg 8	\$ 19,777,282	\$ 500,000	\$ 1,250	\$ 500,000	\$ 1,250	\$ 1,000,000	\$ 7,587	\$ 7,815
<b>TOTALS</b>				<b>\$ 103,363,498</b>	<b>\$ 4,369,000</b>	<b>\$ 12,750</b>	<b>\$ 4,200,000</b>	<b>\$ 12,750</b>	<b>\$ 8,569,000</b>	<b>\$ 99,528</b>	<b>\$ 110,220</b>

2026/2027 Wind Flood Estimated Premiums

Wind Coverage - Residential											
#	Eff	Location	Description	26-27 100% RCV Bldg Values	TWIA Building Limit	TWIA 1% Bldg Ded	TWIA Contents Limit	TWIA 1% Cnts Ded	Total Wind Insured	25-26 TWIA Premiums	TWIA Resid Est. 26/27 Premiums
1	9/1/2026	2223 41st St.	Dwelling	\$ 259,795	\$ 221,000	\$ 2,210	\$ 6,000	\$ 1,000	\$ 227,000	\$ 2,782	\$ 3,033
2	9/1/2026	2215 41st St.	Garage Apt	\$ 219,405	\$ 187,000	\$ 1,870	\$ 6,000	\$ 1,000	\$ 193,000	\$ 2,291	\$ 2,498
3	9/1/2026	3815 Ave Q 1/2	Dwelling	\$ 241,456	\$ 206,000	\$ 2,060	\$ 8,000	\$ 1,000	\$ 214,000	\$ 2,617	\$ 2,853
4	9/13/2026	2215 38th St.	Dwelling	\$ 333,134	\$ 284,000	\$ 2,840	\$ 8,000	\$ 1,000	\$ 292,000	\$ 3,587	\$ 3,910
5	12/10/2026	2121 41st St.	Dwelling	\$ 306,957	\$ 261,000	\$ 2,610	\$ 8,000	\$ 1,000	\$ 269,000	\$ 3,814	\$ 4,158
6	4/4/2027	4013 Ave R	Dwelling	\$ 274,839	\$ 267,000	\$ 2,670	\$ 8,000	\$ 1,000	\$ 275,000	\$ 3,398	\$ 3,704
7	4/15/2027	2212 39th St	Dwelling	\$ 196,967	\$ 168,000	\$ 1,680	\$ 6,000	\$ 1,000	\$ 174,000	\$ 2,051	\$ 2,236
				<b>\$ 1,832,553</b>	<b>\$ 1,594,000</b>	<b>\$ 15,940</b>	<b>\$ 50,000</b>	<b>\$ 7,000</b>	<b>\$ 1,644,000</b>	<b>\$ 20,540</b>	<b>\$ 22,392</b>

Flood Coverage - Residential & Other Residential											
#	Eff	Location	Description	100% RC Building Values	NFIP Building Coverage	NFIP Bldg Ded	NFIP Contents Limit	NFIP Cnts Ded	Total Insured Flood	25-26 NFIP Premiums	NFIP Resid Est. 26/27 Premiums
1	8/5/2026	3826 Ave R Unit A-Dorm	Dwelling	\$ 416,021	\$ 330,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 430,000	\$ 1,390	\$ 1,599
2	8/5/2026	3826 Ave R Unit A-Rear	Dwelling	\$ 191,091	\$ 138,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 238,000	\$ 1,183	\$ 1,361
3	8/5/2026	3826 Ave R Unit B-Dorm	Dwelling	\$ 416,021	\$ 330,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 430,000	\$ 1,390	\$ 1,599
4	8/5/2026	3826 Ave R Unit B-Rear	Dwelling	\$ 191,091	\$ 138,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 238,000	\$ 1,183	\$ 1,361
5	8/5/2026	3826 Ave R Unit C-Dorm	Dwelling	\$ 416,021	\$ 330,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 430,000	\$ 1,390	\$ 1,599
6	8/5/2026	3826 Ave R Unit C-Rear	Dwelling	\$ 191,091	\$ 138,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 238,000	\$ 1,183	\$ 1,361
7	8/5/2026	3826 Ave R Unit D-Dorm	Dwelling	\$ 416,021	\$ 330,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 430,000	\$ 1,390	\$ 1,599
8	8/5/2026	3826 Ave R Unit D-Rear	Dwelling	\$ 191,091	\$ 138,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 238,000	\$ 1,183	\$ 1,361
9	8/5/2026	3826 Ave R Unit E-Dorm	Dwelling	\$ 416,021	\$ 330,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 430,000	\$ 1,390	\$ 1,599
10	8/5/2026	3826 Ave R Unit E-Rear	Dwelling	\$ 191,091	\$ 138,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 238,000	\$ 1,183	\$ 1,361
11	8/5/2026	3826 Ave R Unit F-Dorm	Dwelling	\$ 416,021	\$ 330,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 430,000	\$ 1,390	\$ 1,599
12	8/5/2026	3826 Ave R Unit F-Rear	Dwelling	\$ 191,091	\$ 138,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 238,000	\$ 1,183	\$ 1,361
13	8/5/2026	3826 Ave R Unit G-Dorm	Dwelling	\$ 416,021	\$ 330,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 430,000	\$ 1,390	\$ 1,599
14	8/5/2026	3826 Ave R Unit G-Rear	Dwelling	\$ 191,091	\$ 138,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 238,000	\$ 1,183	\$ 1,361
15	9/30/2026	3916 Avenue Q	9 Unit Apt	\$ 1,557,178	\$ 500,000	\$ 1,250	\$ 100,000	\$ 1,250	\$ 600,000	\$ 7,935	\$ 9,522
16	10/13/2026	2215 38th St	Dwelling	\$ 333,134	\$ 220,000	\$ 1,250	\$ 9,000	\$ 1,000	\$ 229,000	\$ 1,612	\$ 1,693
17	11/25/2026	2223 41st St.	Dwelling	\$ 259,795	\$ 165,000	\$ 1,250	\$ 63,000	\$ 1,000	\$ 228,000	\$ 1,155	\$ 1,329
18	11/25/2026	2215 41st St.	Garage Apt	\$ 219,405	\$ 165,000	\$ 1,250	\$ 63,000	\$ 1,000	\$ 228,000	\$ 1,155	\$ 1,329
19	1/9/2027	2121 41st St	Dwelling	\$ 306,957	\$ 250,000	\$ 1,250	\$ 10,000	\$ 1,000	\$ 260,000	\$ 1,666	\$ 1,716
20	5/4/2027	4013 Ave R	Dwelling	\$ 274,839	\$ 250,000	\$ 1,250	\$ 60,000	\$ 1,000	\$ 310,000	\$ 2,205	\$ 2,272
21	5/5/2027	3815 Ave Q 1/2	Dwelling	\$ 241,456	\$ 165,000	\$ 1,250	\$ 63,000	\$ 1,000	\$ 228,000	\$ 1,339	\$ 1,540
22	5/15/2027	2212 39th St	Dwelling	\$ 196,967	\$ 137,000	\$ 2,000	\$ 7,000	\$ 2,000	\$ 144,000	\$ 1,116	\$ 1,284
<b>TOTALS</b>				<b>\$ 7,639,515</b>	<b>\$ 5,128,000</b>	<b>\$ 28,250</b>	<b>\$ 1,775,000</b>	<b>\$ 26,750</b>	<b>\$ 6,903,000</b>	<b>\$ 36,194</b>	<b>\$ 41,405</b>

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Estimated Total Wind Premium \$406,698 5% % chg  
 Estimated Total Flood Premium \$151,625 12% % chg

Approved for renewal by the Board of Regents

Expiring Total Wind Premium \$386,536  
 Expiring Total Flood Premium \$135,722

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

Consider Approval of Proposal to Purchase Excess Wind and Flood Insurance for Named Storm Coverage

Staff received proposals from Galveston Insurance Associates (GIA) and McGriff, Seibels & Williams of Texas, Inc. (MSW) for excess wind and flood insurance for named storm coverage.

Staff recommends that the Board approve the proposals from GIA for \$5 million in excess wind insurance coverage (Excess Wind Only – Option 2) and \$6,106,185 in excess flood insurance coverage (Excess Flood Only). The total cost for both policies would be \$156,476.93.

Excess Wind Only - Option 2: \$5 million Named Storm Excess of TWIA Covered locations include Moody Hall, Regents Hall, Northen Center, Hermes Fitness Center, Fine Arts Building and the HSEC	\$129,276.93
Excess Flood Only - Option 1: \$6,106,185 Named Storm Excess of NFIP Covered locations include ATC Buildings 1, 2 & 3	\$27,200.00
Total	\$156,476.93

A detailed description of the proposals received is below.

<b>Galveston Insurance Associates (GIA) proposed the following options for excess wind and flood coverage:</b>
<p><b>Excess Wind Only</b></p> <ul style="list-style-type: none"> <li>○ Option 1: \$1 million Named Storm Excess of TWIA: \$54,805.03             <ul style="list-style-type: none"> <li>● Covered locations include Moody Hall, Regents Hall, Northen Center, Hermes Fitness Center, Fine Arts Building and the HSEC</li> </ul> </li> <li>○ Option 2: \$5 million Named Storm Excess of TWIA: \$129,276.93             <ul style="list-style-type: none"> <li>● Covered locations include Moody Hall, Regents Hall, Northen Center, Hermes Fitness Center, Fine Arts Building and the HSEC</li> </ul> </li> <li>○ Option3: *\$15,708,464 Named Storm Excess of TWIA: \$140,600.00             <ul style="list-style-type: none"> <li>● Covered locations include Hermes Fitness Center, Fine Arts Building</li> </ul> </li> </ul> <p>* GIA could not provide rates for replacement costs in the amount of \$10, \$25 or \$40 million in excess wind and flood coverage. However, they did provide a quote to replace the Hermes Fitness Center and Fine Arts Building to serve as an example of what costs might run. These buildings are currently valued at \$20,132,464.</p>
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**(GIA Continued)**

**Excess Wind and Flood**

- Option 1: \$2.5 million Named Storm Excess of TWIA and NFIP: \$297,100.93
  - Covered locations include Moody Hall, Regents Hall, Northen Center, Hermes Fitness Center, Fine Arts Building, HSEC, Cheney Student Center, Whitecaps Apartments, ATC Buildings 1, 2 & 3.
- Option 2: \$5 million Named Storm Excess of TWIA and NFIP: \$397,270.88
  - Covered locations include Moody Hall, Regents Hall, Northen Center, Hermes Fitness Center, Fine Arts Building, HSEC, Cheney Student Center, Whitecaps Apartments, ATC Buildings 1, 2 & 3.

**Excess Flood Only**

- Option 1: \$6,106,185 Named Storm Excess of NFIP: \$27,200.00
  - Covered locations include ATC Buildings 1, 2 & 3.

Please note the Total Insured Value (TIV) of Galveston College properties with GIA was \$106,567,763. The TIV of Galveston College properties for 2026-27 was reassessed and increased to \$111,003,013 (4.16 percent increase). Carriers use different assessment methods to predict current TIVs.

**McGriff, Seibels & Williams of Texas, Inc. (MSW) proposed four options for excess wind and flood coverage:**

- Option 1: \$5 million Named Storm Excess of TWIA: \$225,000
  - Plus \$2.5 million Flood Excess of NFIP: \$264,334
- Option 2: \$10 million Named Storm Excess of TWIA: \$386,000
  - Plus \$2.5 million Flood Excess of NFIP: \$425,334
- Option 3: \$25 million Named Storm Excess of TWIA: \$497,000
  - Plus \$2.5 million Flood Excess of NFIP: \$536,334
- Option 4: \$40 million Named Storm Excess of TWIA: \$610,500
  - Plus \$2.5 million Flood Excess of NFIP: \$649,834

Please note the additional premium to add \$2.5M of Flood limit to any of the options above is \$39,334.

The Total Insured Value (TIV) consideration of the 2025-26 coverage was \$132,134,000. The College's TIV was reassessed and increased to \$132,852,351 for 2026-27 (.54 percent increase). Details of the proposed coverage are attached.

Consider Approval of Proposal to Purchase Texas Association of School Boards Risk Management Fund Insurance Coverage for All Other Perils Property and Contents (Excluding Named or Numbered Windstorms)

Staff recommends that the Board approve insurance coverage through an interlocal agreement with the Texas Association of School Boards Risk Management Fund. Details of the coverage are outlined in the following attachment. The cost for these lines is \$193,808, a 16 percent decrease from the previous year.

Please note the Total Insured Value (TIV) of Galveston College properties with TASB for 2025-26 was \$132,134,000. The TIV of Galveston College properties for 2026-27 was reassessed and increased to \$137,791,000 (4 percent).



May 6, 2026

Van Patterson

Galveston College

Dear Van Patterson,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing coverage with the Fund for the coming year. The proposal reflects the Fund's ongoing commitment to the risk-sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving Texas public schools. A 21-member board comprised of school board members, superintendents, and administrators from member districts governs the Fund. The Fund's board of trustees ensures the Fund remains financially strong and responsive to member needs. Fund programs and coverages continue to respond to the risks shared by Fund members and reflect the challenges Fund members face today.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of changes and updates to the Fund's Coverage Agreements is included in this proposal. You can also access coverage agreements on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept this renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or [TASBRMF@tasbrmf.org](mailto:TASBRMF@tasbrmf.org). You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact. All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other pricing and options.

**Please note that if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date.** If you are unsure of your plans to renew or have questions about this renewal proposal or any aspect of your Fund membership, please contact Selma Turner or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and participation with all Fund members. The Fund is proud to be your partner in managing risk and serving the students and staff in your community.



**TASB Risk Management Fund**  
P.O. Box 301, Austin, Texas 78767-0301 • 800-482-7276  
12007 Research Blvd., Austin, Texas 78759-2439 • [tasbrmf.org](http://tasbrmf.org)

*Administered by the Texas Association of School Boards*

Sincerely,  
Selma Turner  
Senior Risk Management Consultant  
Division of Risk Management Marketing & Strategic Partnerships  
Texas Association of School Boards, Inc.

TASB Risk Management Fund  
12007 Research Blvd., Austin, Texas 78759-2439  
P.O. Box 301, Austin, Texas 78767-0301  
Toll-Free: 800.482.7276 | Austin area:

CC:

## **Notification of Coverage Changes and Language Refinements Effective July 1, 2026**

As part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes and language refinements **for all renewals taking effect on or after July 1, 2026**. This document is a summary of changes and refinements only; please carefully review the full text of all Fund Coverage Agreements and any applicable Contribution and Coverage Summary (CCS).

### **Automobile Liability & Physical Damage Coverage Agreement**

- Under Section 3.4, revised the language regarding a non-owned automobile being maintained or operated to include the term “use.”
- Under Section 3.5, expanded the definition of Covered Person to include the scenario of members loaning vehicles to other districts. This activity is allowed under Section 4, but this update provides additional clarity.
- Under Section 4, clarified the second sentence that grants liability coverage to non-owned autos
- Described in 3.4(B), which addresses leased, rented, and borrowed vehicles and (D), which addresses automobile career and technology programs.

### **School Liability Coverage Agreement**

- Revised the Chapter 118 endorsement to state that losses under the endorsement do not erode the aggregate limit for other types of professional legal liability claims.
- Increased Chapter 118 limits to \$1,000,000 per claim and \$2,000,000 annual aggregate, with options to purchase higher limits, up to \$5,000,000, for additional contribution.
- Under the Chapter 118 Endorsement, revised the position of words for clarity.
- Renamed the Chapter 118 Endorsement to Chapter 118: Employment Practices – Student Abuse and Reporting Endorsement.

### **Property Coverage Agreement**

- Removed the single-ply membrane sublimit and replaced it with actual cash value (ACV) valuation for single-ply membrane roofs that are over seven years old. The ACV limitation will not apply to Very Severe Hail-rated single-ply membrane roofs.
- Reduced the deductible for motor-driven equipment from the all-other-perils (AOP) deductible to \$2,500.
- Added language to the Flood Endorsement to describe how coverage applies when covered buildings are sited in Locations with more than one flood zone.
- Removed the application of the percentage deductible to covered property under \$100,000, making this property subject to the Occurrence Minimum Deductible only.
- Under Section 7, increased the base supplemental coverage limit for Extra Expense & Loss in Revenue to \$1,000,000 from \$500,000.
- Increased the base sublimit for the Flood and Earthquake Endorsements to \$5,000,000 from \$2,000,000.
- Establish a maximum Weather Perils Deductible for freeze losses. The maximum deductible would be \$1,000,000 or less depending on member size.
- Under Section 5, add language to indicate that all limitations to damage payments apply to aesthetic impairment payments as well, and that acceptance of an aesthetic impairment payment must be no later than 90 days from the determination that the loss to covered property resulted from aesthetic impairment.

- Under Section 3.4, update the definition of occurrence to improve clarity and incorporate a recommendation from the Fund’s property reinsurance panel.
- Under Section 4, clarify that an increased degree of damage later discovered does not alter a previous election for payments for repairs or for ACV for the *same* property. Repair or ACV elections for unrelated damage, such as to a separate building, are not affected.

**Cyber Liability & Security Coverage Agreement**

- No changes.

**Violent Act Coverage**

- No changes.

## Galveston College

### Contribution & Coverage Summary (CCS) Participation Period: 7/1/2026 through 6/30/2027

The following is a summary of coverage and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions can be found on the following pages and is part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Contribution
<b>Property</b>	<b>\$151,982</b>
<b>Automobile Liability</b>	<b>\$3,771</b>
<b>Automobile Physical Damage</b>	<b>\$1,369</b>
<b>School Liability</b> Including Professional Legal, General Liability, & Employee Benefits Liability	<b>\$16,686</b>
<b>Cyber Liability &amp; Security</b>	<b>\$20,000</b>
<b>Total Contribution</b>	<b>\$193,808</b>

**THIS IS NOT AN INVOICE.** The TASB Risk Management Fund will issue an invoice when coverage is accepted by the member. Total Contribution is an estimate and is subject to exposure audit.

**All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.**



**Galveston College**

**Property Coverage Summary**  
**Participation Period: 7/1/2026 through 6/30/2027**  
**Total Property Contribution: \$151,982**

The following is an overview of the limits and deductibles for risk of Direct Physical Loss to Covered Property. Additional coverages, limits, exclusions, and terms are included in the Fund’s Coverage Agreement for this Participation Period. All limits are per Occurrence unless otherwise shown.

**Total Covered Value: \$137,791,000**

**Blanket Replacement Cost**

<b>Coverage</b>	<b>Limit</b>	<b>Deductible</b>
<b>All Perils not specified (AOP)</b>	\$137,791,000	\$25,000
<b>Weather Perils except Named/Numbered Windstorm</b>	\$137,791,000	1% Minimum \$50,000 Maximum Freeze \$500,000 only
<b>Extra Expense &amp; Loss in Revenue</b>	\$3,000,000	Included
<b>Named/Numbered Windstorm Endorsement</b>	Excluded	
<b>Terrorism Endorsement</b>	\$137,791,000	\$25,000
<b>Crime &amp; Employee Dishonesty Endorsement</b>	\$100,000	\$5,000
<b>Flood Endorsement (Annual Aggregate Limit)</b>	\$5,000,000	\$50,000
<b>Earthquake Endorsement (Annual Aggregate Limit)</b>	\$5,000,000	\$50,000
<b>Equipment Breakdown Coverage</b>	\$100,000,000	\$25,000



<b>Other Coverage Limits &amp; Deductibles</b>	<b>Limit per Occurrence</b>	<b>Deductible</b>
<b>Aesthetic Impairment (metal roofs only)</b>	50% cost to repair/replace, maximum \$1,000,000	Peril Deductible
<b>Animals (livestock only)</b>	\$25,000	Peril Deductible
<b>Art, statues, or antiques</b>	\$100,000	Peril Deductible
<b>Code compliance</b>	Up to 10% of the Loss amount, maximum \$1,000,000	Peril Deductible
<b>Debris removal</b>	Up to 25% of the Loss amount	Peril Deductible
<b>Electronic data replacement</b>	\$50,000	Peril Deductible
<b>Food spoilage</b>	\$100,000	Peril Deductible
<b>Landscaping</b>	Up to \$1,000 per tree, shrub, or landscaping plant, maximum \$25,000	Peril Deductible
<b>HVAC units</b>	Actual Cash Value	Peril Deductible
<b>Motor-driven Equipment Coverage Deductible</b>	Coverage Limit	\$2,500 per piece of equipment
<b>New construction or renovation by employees</b>	\$1,000,000	Peril Deductible
<b>Pollutant clean-up</b>	\$100,000	Peril Deductible
<b>Single-ply roof upgrade</b>	Up to 125% cost to repair/replace, maximum \$250,000	Peril Deductible
<b>Temporary repairs</b>	Up to 10% of Building Damage	Peril Deductible
<b>Vital documents and records</b>	\$50,000	Peril Deductible

## Property Coverage Provisions

**Weather Perils:** Weather Perils is an Occurrence of wind, hail, convective storm, or freeze. The Weather Perils Limit and Deductible shown on this CCS will apply to Loss (including ensuing Loss) by a Weather Peril. Weather Perils does not include Named/Numbered Windstorm.

**Named/Numbered Windstorm:** Named/Numbered Windstorm (NWS) is an Occurrence directly caused by, resulting from, or arising from any hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression (but not other convective storms) that is designated by name or number by the National Weather Bureau, National Hurricane Center, or any recognized meteorological authority, including any related wind-driven rain, flood, tidal water or wave, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these conditions. The NWS Limit and Deductible indicated on this CCS will apply to Loss (including ensuing Loss) by an NWS to Locations in Tier 1, Tier 2, and Harris counties. In Tier 3, the Weather Perils Limit and Deductible indicated on this CCS will apply to Loss to Covered Property directly caused by, resulting from, or arising from NWS.

The term “Tier 1” means the Texas counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy.

The term “Tier 2” means the Texas counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria, and Wharton.

The term “Harris County” means the Texas county of Harris.

The term “Tier 3” means all other Texas counties.

**Percent Deductible/Occurrence Minimum Deductible: General.** When Covered Property sustains a Loss caused by a Weather Peril or a Named/Numbered Windstorm (NWS), the Fund Member’s deductible will be a Percent-based Deductible or an Occurrence-based Minimum Deductible; the higher deductible applies. For Weather Perils or NWS in Tier 3, Covered Property structures that do not appear on the Statement of Values schedule and sustain a Loss will be subject to the applicable deductible based on its Total Covered Value at the time of the Loss. For Fund Members with Locations in Tier 3 and Tier 1/2/Harris County, additional provisions included on the Property Coverage Summary page may apply.

**Deductible calculation—Weather Peril or NWS in Tier 3.** The Percent Deductible amount for Weather Peril Occurrences or NWS in Tier 3 Locations will be calculated based on the designated percent, as shown on the CCS, applied to the Total Covered Value of the Loss-affected structure (including contents) in the Statement of Values schedule, which is considered a part of this CCS. This designated percent is reflected on the schedule as the deductible dollar amount listed under a Loss-affected structure’s deductible column. This structure may be eligible for payment once the covered Loss amount for a Loss-affected structure exceeds the Percent Deductible amount listed on the schedule. For only one Loss-affected structure, the Percent Deductible amount for that structure will be compared with the Occurrence Minimum Deductible amount; the higher deductible applies.

**Deductible calculation—NWS in Tier 1/2/Harris County Locations.** The Percent Deductible amount for NWS Occurrences in Tier 1, Tier 2, or Harris County Locations will be calculated based on the designated percent per Location, as shown on the CCS, applied to the Total Covered Value of all structures (including contents) at that Location. All Loss-affected structures may be eligible for payment once the covered Loss amount in that Location exceeds the Percent Deductible (per Location) listed on the CCS. If there is only one Loss-affected Location, the Percent Deductible amount for that Location will be compared with the Occurrence Minimum Deductible amount; the higher deductible applies.

**Multiple-structure or—Location Loss—General.** In the case of an Occurrence causing Loss to more than one member structure or Location, the member may incur multiple Percent-based Deductibles, which will be added to determine the total percent deductible.

**Multiple-structure Loss—Weather Peril or Tier 3 NWS.** In the case of multiple Loss-affected structures for Weather Peril or NWS in Tier 3 Locations, the member will incur multiple Percent Deductibles, each calculated the same as one Loss-affected structure only. These Percent Deductible amounts will be added to determine the Total Percent Deductible amount for comparison with the Occurrence Minimum Deductible. (However, for payment purposes, the Total Percent Deductible calculation below will not affect the Percent Deductible application to each structure.)

To determine whether the Total Percent Deductible or the Occurrence Minimum Deductible applies when multiple structures are Loss-affected under these perils, only the actual Loss amount within each structure's Percent Deductible amount will apply toward the summed Total Percent Deductible amount, which is then compared with the Occurrence Minimum Deductible amount; the higher deductible applies.

Multiple-Location Loss—NWS in Tier 1/2/Harris County Locations. In the case of Loss-affected structures at multiple Locations for NWS in Tier 1, Tier 2, or Harris County Locations, the member will incur multiple Percent Deductibles. These multiple Location-based Percent Deductible amounts will be added to determine the Total Percent Deductible amount, which is then compared with the Occurrence Minimum Deductible amount; the higher deductible applies.

Payment obligation—Weather Peril or NWS in Tier 3. In either case (single or multiple Loss-affected structures), if the Fund has any payment obligation above the Occurrence Minimum Deductible, this payment will be based on the Loss amount for each structure exceeding that structure's scheduled Percent Deductible amount.

Payment obligation—NWS in Tier 1/2/Harris County Locations. In either case (single or multiple Loss-affected Locations), if the Fund has any payment obligation above the Occurrence Minimum Deductible, this payment will be based on the Covered Property Loss amount for each Location exceeding that Location's Percent Deductible amount.

Occurrence Minimum Deductible—General. Regardless of the Total Percent Deductible, the amount of Loss sustained, the number of Loss-affected structures or Locations in an Occurrence, or any other factor, in no event will the member's Percent Deductible obligation (Total or individual) be less than the Occurrence-based Minimum Deductible listed on the CCS.

**Location:** Location is a single street address that is the site of the Covered Property. Locations may have multiple Covered Properties, including structures.

**Flood Zone Exclusions:** The Fund Member's Covered Property (as defined in the Coverage Agreement) is excluded from coverage under the Flood Endorsement of the Coverage Agreement if any portion of the Covered Property subject to loss is located in any Special Flood Hazard Areas (SFHA) beginning with 'A' or 'V' as identified on the most recently published pre-Loss FEMA Flood Insurance Rate Map (FIRM).

**Other Limits:** If more than one Per Occurrence Limit may be applicable, the Fund will determine which limit will apply.

**Statement of Values:** The Statement of Values schedule will be provided to the Fund Member before the beginning of the Participation Period and is considered incorporated into the Agreements between the Fund and the member. The Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property periodically and agrees to accept values provided by the Fund. The Fund reserves the right to adjust the Fund Member's contribution for newly-constructed Buildings or Other Structures that are Covered Property and accepted within the Participation Period based on the certificate of occupancy date. The Fund reserves the right to adjust the Fund Member's contribution for newly-acquired Buildings or Other Structures that are Covered Property and acquired within the Participation Period based on the acquisition date.

**Salvage:** The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

**Single Ply Membrane:** 'Single Ply Membrane' is a synthetic roofing material that includes EPDM, TPO, and PVC membranes. For Weather Perils, Single Ply Membrane roofs are subject to the Single Ply Membrane sublimit and deductible indicated on the CCS, except for roofs rated for Very Severe Hail by FM Global or UL Solution's equivalent rating, which are subject to the Weather Perils limit and deductible.

**Fund Member Mitigation:** As indicated in the Property Coverage Agreement, including Sections 9.29 and 12.5, the Fund Member must preserve Covered Property before and after Loss, or the Fund may exclude coverage.

**Fund Member Notice:** As indicated in the Property Coverage Agreement, including Section 13.1, time is of the essence for the Fund Member to give notice of a claim for all Loss. Coverage is only available if the Fund Member reports all Loss within 365 days of an Occurrence.

**Limit Elimination:** The Fund may reduce all Property limits to zero and cease all payments (promised or otherwise) to the member for any claim under this CCS if the Fund's applicable property reinsurance coverage exhausts during the Participation Period through any property claim payment to any Fund member.

## Galveston College

### Automobile Coverage Summary Participation Period: 7/1/2026 through 6/30/2027 Total Automobile Contribution: \$5,140

The following is an overview of the limits and deductibles for risks associated with the ownership, maintenance, or use of Covered Automobiles. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
<b>Auto Liability – Combined Single Limit</b>	\$500,000	\$1,000
<b>Automobile Physical Damage - Collision</b>	Actual Cash Value	\$1,000
<b>Automobile Physical Damage - Comprehensive</b>	Actual Cash Value	\$1,000
<b>Automobile Physical Damage - Catastrophic</b> See Auto Liability & Physical Damage Coverage Agreement Part C 12.3	Actual Cash Value	\$5,000
<b>Supplemental Coverage – Private Passenger Rental Expense (Theft only)</b> See Auto Liability & Physical Damage Coverage Agreement Part C 9.3	\$50 per day up to \$1,500 total	Included
<b>Non-Owned Auto</b>	Automobile Liability Limit	Automobile Liability Deductible



## Automobile Coverage Provisions

**Statement of Values:** The Fund Member has provided the Fund with the most complete and accurate listing of vehicles owned and leased by the Fund Member and will make this listing current throughout the Participation Period. The Fund Member agrees to allow the Fund to conduct vehicle appraisals of the Fund Members' fleet periodically and agrees to accept values provided by the Fund, if any.

**Salvage:** The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

**Excluded Vehicles:** Vehicles specifically listed on this CCS are excluded from all Automobile coverage as noted under 'Exclusion.'

## Galveston College

### School Liability Coverage Summary Participation Period: 7/1/2026 through 6/30/2027 Total School Liability Contribution: \$16,686

The following is an overview of the limits and deductibles for legal, general, and other liability risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
<b>Professional Legal Liability</b>	\$2,000,000 Limit Per Claim \$2,000,000 Maximum Annual Aggregate	\$5,000
<b>General Liability</b>	\$2,000,000	\$0
<b>Employee Benefits Liability</b>	\$100,000	\$0

### School Liability Coverage Provisions

**Known Prior Wrongful Acts:** As indicated in the School Liability Coverage Agreement, including Section 4.1, the Fund Member agrees that all known prior Wrongful Act (including previously reported acts) that may result in a legal claim against the Fund Member have been fully disclosed to prior carriers, including the Fund, and no coverage will apply to these acts under this CCS. However, this CCS does not void coverage afforded to the Fund Member under any previous CCS.

**Fund-requested Settlement Contributions:** As indicated in the School Liability Coverage Agreement, including Section 4.6, the Fund may request a monetary or non-pecuniary contribution from the Fund Member to address the portion of a Claim that is not covered by the Coverage Agreement so that the Fund can settle the Claim in its entirety. Any refusal by the Fund Member to contribute to the settlement as requested by the Fund will result in the Fund Member being responsible for further defense costs and indemnity payments other than what the Fund would have paid.



**Galveston College**

**Cyber Liability & Security Coverage Summary**  
**Participation Period: 7/1/2026 through 6/30/2027**  
**Total Cyber Liability & Security Contribution: \$20,000**

The following is an overview of the limits and deductibles for cyber liability & security risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Aggregate Limit Per Event	Deductible
Cyber Liability & Security	\$500,000	\$0

Coverage Lines and Sub-lines Subject to Sub-limits	Sub-limit Subject to the Aggregate Limit Per Event	Deductible
Fraudulent Instruction	\$100,000	\$0
Funds Transfer Fraud	\$250,000	\$0
Telephone Fraud	\$250,000	\$0
Criminal Reward	\$100,000	\$0
Cryptojacking	\$250,000	\$0
Invoice Manipulation	\$100,000	\$0

**Cyber Liability & Security Coverage Provisions**

**No Known Losses:** Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this coverage have been fully disclosed or reported.



## Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. After the proposal is bound by the Fund, an email will be sent to the Program Coordinators listed below with instructions for confirming or updating Fund Member contact information. If the Coordinator listed has changed or the Coordinator's name and email address are not listed, please follow the instructions in the email.

### Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF - Property	Van Patterson	Vice President of Administration	vpatterson@gc.edu
TASB RMF-Auto	Van Patterson	Vice President of Administration	vpatterson@gc.edu
TASB RMF-Liability	Van Patterson	Vice President of Administration	vpatterson@gc.edu
TASB RMF-Unemployment Compensation	Van Patterson	Vice President of Administration	vpatterson@gc.edu
TASB RMF-Workers' Compensation	Van Patterson	Vice President of Administration	vpatterson@gc.edu



## Contribution & Coverage Summary General Provisions

**Coverage:** This CCS, the Fund’s corresponding coverage agreements and their endorsements, the Fund Member’s questionnaire, the Interlocal Participation Agreement (IPA), and the documents incorporated by reference into any of those documents, all for this Participation Period, outline the coverage terms and limits.

**Claims Reporting:** The Fund Member will provide timely notice of all claims to the Fund as required in the IPA, the applicable Fund coverage agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

**Definitions:** Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

**Payment:** The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund will determine the contribution for each program and how each contribution is applied.

**Termination:** In addition to any CCS-specific provisions, the IPA outlines the termination-related provisions that govern this CCS. These provisions include the following: this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

### Fund Member Authorization:

I have read, approved, and agreed to this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and understand that my signature below contractually binds the entity I represent to this CCS and any other coverage-related or Fund participation agreements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



### Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Galveston College**  
Contract Number: **P084502-2026-001**  
Contract Period: **7/1/2026** through **6/30/2027**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

**Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.**

### WHAT TO DO IF YOU HAVE AN ACCIDENT

**(Keep this Card in Vehicle at all times)**

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.



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- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.



**Galveston College**  
**Statement of Values**  
**As of date: 5/6/2026**  
**Participation Period: 7/1/2026 through 6/30/2027**

Covered Property valued under \$100,000 is not shown and is subject to the Minimum Weather Peril Deductible.

Campus Name – Site Address	Building ID	Building Name	Total Covered Value	Weather Percent Deductible
38TH STREET TEACHERAGE, 2215 38TH STREET, GALVESTON, TX, 77550	29709	38TH STREET TEACHERAGE	\$361,000	\$3,610
AVENUE Q TEACHERAGE, 3815 AVENUE Q 1/2 REAR, GALVESTON, TX, 77550	16649	TEACHERAGE 3815	\$217,000	\$2,170
AVENUE R DORMS, 4013 AVENUE R, GALVESTON, TX, 77550	30269	4013 AVENUE R	\$390,000	\$3,900
AVENUE R DORMS, 3826 D AVENUE R, GALVESTON, TX, 77550	9808	DORM D GARAGE APARTMENT	\$171,000	\$1,710
AVENUE R DORMS, 3826 A AVENUE R, GALVESTON, TX, 77550	9798	UNIT A DORM	\$437,000	\$4,370
AVENUE R DORMS, 3826 A AVENUE R, GALVESTON, TX, 77550	9799	UNIT A GARAGE APARTMENT	\$171,000	\$1,710
AVENUE R DORMS, 3826 B AVENUE R, GALVESTON, TX, 77550	9800	UNIT B DORM	\$437,000	\$4,370
AVENUE R DORMS, 3826 B AVENUE R, GALVESTON, TX, 77550	9801	UNIT B GARAGE APARTMENT	\$171,000	\$1,710
AVENUE R DORMS, 2826 C AVENUE R, GALVESTON, TX, 77550	9802	UNIT C DORM	\$437,000	\$4,370
AVENUE R DORMS, 3826 C AVENUE R, GALVESTON, TX, 77550	9806	UNIT C GARAGE APARTMENT	\$171,000	\$1,710
AVENUE R DORMS, 3826 D AVENUE R, GALVESTON, TX, 77550	9807	UNIT D DORM	\$435,000	\$4,350
AVENUE R DORMS, 3726 E AVENUE R, GALVESTON, TX, 77550	9809	UNIT E DORM	\$437,000	\$4,370
AVENUE R DORMS, 3826 E AVENUE R, GALVESTON, TX, 77550	9810	UNIT E GARAGE APARTMENT	\$171,000	\$1,710



AVENUE R DORMS, 3826 F AVENUE R, GALVESTON, TX, 77550	9811	UNIT F DORM	\$437,000	\$4,370
AVENUE R DORMS, 3826 G AVENUE R, GALVESTON, TX, 77550	9803	UNIT F GARAGE APARTMENT	\$171,000	\$1,710
AVENUE R DORMS, 3826 G AVENUE R, GALVESTON, TX, 77550	9804	UNIT G DORM	\$437,000	\$4,370
AVENUE R DORMS, 3826 G AVENUE R, GALVESTON, TX, 77550	9805	UNIT G GARAGE APARTMENT	\$171,000	\$1,710
CHARLES THOMAS APPLIED TECHNOLOGY, 7626 BROADWAY STREET, GALVESTON, TX, 77550	084502- 11717-4A	EDUCATION BUILDING #1	\$3,531,000	\$35,310
CHARLES THOMAS APPLIED TECHNOLOGY, 7626 BROADWAY STREET, GALVESTON, TX, 77550	084502- 11717-4C	EDUCATION BUILDING #2	\$5,746,000	\$57,460
CHARLES THOMAS APPLIED TECHNOLOGY, 7626 BROADWAY STREET, GALVESTON, TX, 77550	084502- 11717-4B	EDUCATION CENTER BUILDING #3	\$1,213,000	\$12,130
GALVESTON COLLEGE, 4015 AVENUE Q, GALVESTON, TX, 77550	084502- 11716-1E	FINE ARTS/GYMNASIUM BUILDING	\$21,158,000	\$211,580
GALVESTON COLLEGE, 4015 AVENUE Q, GALVESTON, TX, 77550	26675	HEALTH SCIENCES EDUCATION CENTER	\$38,757,000	\$387,570
GALVESTON COLLEGE, 4015 AVENUE Q, GALVESTON, TX, 77550	084502- 11716-1A	MOODY BUILDING	\$12,408,000	\$124,080
GALVESTON COLLEGE, 4015 AVENUE Q, GALVESTON, TX, 77550	084502- 11716-1D	NORTHERN BUILDING	\$19,012,000	\$190,120
GALVESTON COLLEGE, 4015 AVENUE Q, GALVESTON, TX, 77550	084502- 11716-1C	REGENTS BUILDING	\$22,175,000	\$221,750
GALVESTON COLLEGE, 4015 AVENUE Q, GALVESTON, TX, 77550	084502- 11716-1B	STUDENT ACTIVITY CENTER	\$5,179,000	\$51,790
STUDENT HOUSING, 2121 41ST STREET, GALVESTON, TX, 77550	32678	STUDENT HOUSING	\$400,000	\$4,000
TEACHERAGE 2212, 2212 MIKE GAIDO BOULEVARD, GALVESTON, TX, 77550	10049	TEACHERAGE 2212	\$176,000	\$1,760
TEACHERAGE 2215, 2215 41ST STREET, GALVESTON, TX, 77550	084502- 14812- 450431	LAUNDRY BUILDING	\$167,000	\$1,670
TEACHERAGE 2215, 2215 41ST STREET, GALVESTON, TX, 77550	084502- 14812- 450429	TEACHERAGE 2215	\$292,000	\$2,920
TEACHERAGE 2223, 2223 41ST STREET, GALVESTON, TX, 77550	9791	TEACHERAGE 2223	\$157,000	\$1,570



WHITE CAPS APARTMENTS, 3916 AVENUE Q, GALVESTON, TX, 77550	084502- 11714-3A	APARTMENT BUILDING	\$1,278,000	\$12,780
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Consider Approval of Proposal to Purchase Texas Association of School Boards Risk Management Fund Insurance Coverage for Unemployment and Workers' Compensation

Staff recommends that the Board approve renewal of insurance policies through an interlocal agreement with the Texas Association of School Boards Risk Management Fund for the College's unemployment and workers' compensation insurance coverage.

NOTE: The rates for workers' compensation and unemployment coverage have not been quoted since the current policies do not expire until September and October 2026, respectively. The carrier predicts that workers' compensation may see a 3-5% decrease and unemployment compensation may see a flat to 3% increase from the previous year. Once the rates have been quoted, approval of the policy payment amounts will be submitted to the Board for final approval.

Consider Approval of Proposals to Purchase Intercollegiate Athletics and Activities  
Accident and Catastrophic Insurance Policies

Staff requests Board approval to purchase insurance for Intercollegiate Athletics and Activities, through Universal Fidelity Life Insurance company, 13931 Quail Pointe Drive, Oklahoma City, OK 73134. If approved, the policy would be effective August 1, 2026 for a term of one year. The cost of the policy is \$7,500.

In addition, the NJCAA highly recommends that each NJCAA member college purchase a lifetime catastrophic insurance policy for their student athletes. Staff is also requesting Board approval to purchase lifetime catastrophic insurance through Academic HealthPlans, 16201 W. 95<sup>th</sup> St., Ste. 210, Lenexa, KS 66219. If approved, the policy would be effective August 1, 2026 for a term of one year. The cost of the policy is \$3,020.00.

The total cost for both policies is \$10,520.00. Staff would recommend approval to purchase both policies.

2026-2027

**Application for  
Intercollegiate  
Athletics and Activities  
Accident Insurance**



13931 Quail Pointe Drive  
Oklahoma City, OK 73134

**GENERAL INFORMATION**

School/College Galveston College  
Address 4015 Avenue Q  
City Galveston State TX Zip 77550 County Galveston  
Telephone: 409-944-1215 Fax: \_\_\_\_\_  
Policy Effective Date: 8/1/2026 1<sup>st</sup> Day of Football Practice: \_\_\_\_\_

**SPONSORED ACTIVITIES**

List Sponsored Activities to be Covered (example: Baseball, Basketball, Student Trainers, Student Managers, Golf, etc):

Baseball (M), and Softball (W), Volleyball (W)

Texas Kids First Plan Selection <i>Application will only cover Sponsored Activities listed above.</i>	Plan Designs			Intercollegiate Football Rider	Premium
	Lone Star Custom	Lone Star Advantage	Lone Star		
<input checked="" type="checkbox"/> Intercollegiate Athletics and Activities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	\$ <u>7,500.00</u>
<input type="checkbox"/> School Activities including Intercollegiate Athletics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$ _____
<input type="checkbox"/> School Activities Excluding Intercollegiate Athletics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A	\$ _____

**AUTHORIZED SIGNATURES**

School Official's Name (print): \_\_\_\_\_

School Official's Title (print): \_\_\_\_\_

School Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Name (print): Rommie Maxey

Agent Signature: \_\_\_\_\_ Date: May 7, 2026

Return to:

For Office Use Only:

Deductible: \$ 0

# Junior College Intercollegiate Sports Catastrophic Insurance Enrollment Form

Underwritten by: Mutual of Omaha Insurance Company; 3300 Mutual of Omaha Plaza; Omaha, NE 68175

## General

Name of Institution Galveston College

Address 4015 Avenue Q

Full Legal Name

Galveston

TX

Street

City

State

Zip

Contracting Official Kelly Raines

AD

409-944-1215

Name

Title

Phone

Fax

E-mail Address kraines@gc.edu

## Sports Census

Please enter the number of participants for every sport in the table below and add any sports that are not listed.

**Note:** For Track & Field, enter the maximum number of participants between indoor and outdoor to avoid double counting. For Football, enter the maximum number of participants between spring and fall to avoid double counting.

Sports	# of Sport Participants		
	Women	Men	Total
Baseball		54	54
Basketball			0
Bowling			0
Cheerleading			0
Cross County Running			0
Dance			0
Football			0
Golf			0
Lacrosse			0
Rodeo			0
Soccer			0
Softball	26		26
Student Coaches/Student Managers/Student Trainers			0
Swimming & Diving			0
Tennis			0
Track & Field			0
Volleyball	24		24
Wrestling			0
			0
			0
			0
			0
<b>Grand Total:</b>	50	54	104

Name of Institution:

Premium

Please select the desired benefit period and deductible combination in the table below.

Select Plan	Benefit Period	Deductible	Total Premium
<input checked="" type="checkbox"/>	Lifetime	\$25,000	\$ 3,020
<input type="checkbox"/>	Lifetime	\$35,000	\$ 2,476
<input type="checkbox"/>	Lifetime	\$50,000	\$ 1,964
<input type="checkbox"/>	10-Year	\$25,000	\$ 2,506
<input type="checkbox"/>	10-Year	\$35,000	\$ 2,055
<input type="checkbox"/>	10-Year	\$50,000	\$ 1,631

Make premium check payable to Academic HealthPlans and mail payment along with this completed form to one of the following offices:

**Kansas Office:**  
 16201 W. 95th St., Ste. 210  
 Lenexa, KS 66219  
 913-815-1300  
 Attn: Stephanie Williams

**Salt Lake City:**  
 2180 South, 1300 East, Suite 450  
 Salt Lake City, UT 84106  
 801-412-2622  
 Attn: Carol Malouf

Term of Coverage

It is understood that the effective date of coverage under this program will be either the **date requested** or the **date this form and the premium are received** and accepted by the Company, whichever is later (for a requested effective date of August 1 we must receive the enrollment form no later than October 1 of the current year). Coverage expires one year from the effective date.

Desired Effective Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Signature of Contracting Official

*Stephanie Williams*

13336363

Licensed Agent's Signature

License Number

Date

Consider Approval of Insurance Coverage Policy Required for Cupola Loan Agreement

Galveston Insurance Agency (GIA) has proposed coverage for the Cupola's TWIA and NFIP policies required to extend the loan agreement between the United States Coast Guard and Galveston College for the Cupola. The proposal includes an insurance certificate confirming coverage of \$50,000.00.

The total cost for the Cupola TWIA and NFIP policies is \$1,500.00. This cost represents a 59 percent decrease from the previous year.

A detailed proposal outlining the coverage and the associated invoice is attached to this item. Staff recommends that the Board approve this for the College's NFIP and TWIA policies through Galveston Insurance Associates.



## Business Insurance Proposal

For:  
Galveston College  
05/04/2026



# THANK YOU FOR YOUR BUSINESS!

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We are pleased to enclose a presentation for the above referenced policy or line(s) of coverage. We would like to point out that this presentation outlines a few of the coverage and/or limitation features of the coverage line(s) being presented, others may apply. We strongly encourage you to review the presentation closely and call us should you have any questions or concerns. Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself. This presentation does not constitute coverage. You must sign and return all required documentation along with payment for the premium before a request for coverage can be made to the insurance company.

We would also like to remind you that your exposure to a loss may exceed your current limits. Higher limits may be available.

GIA offers a full line of insurance products including Employee Benefits to help meet all your insurance needs.

If you have ANY questions concerning this presentation or any other insurance matter, please let us know.

## Service Team

Name	Title	E-mail
Garry Kaufman	Account Executive	Garry.Kaufman@gia-tx.com
Stephanie Rippard	Account Manager	Stephanie.Rippard@gia-tx.com



# Premium Summary

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Coverage Type	Premium	Company (Carrier)	Admitted or Non-Admitted
Inland Marine	\$1,500.00	Great American Insurance Co.	Admitted

Premiums displayed are inclusive of all surcharges, taxes, fees and commissions as provided at the time of this proposal. Any changes made to your coverages may result in these premiums being adjusted.

## Minimum Earned Premium Agreement

I understand that my policies are subject to minimum earned premium. This amount plus all applicable fees and taxes are due before binding. The money collected for minimum earned premium will not be refundable for any reason.

## Premium Audit Disclosure

Commercial General Liability and Workers' Compensation premium is based upon estimated exposures during the policy period and is subject to audit by the Insurance Company at policy expiration which could result in additional premium due.

## Payment Options:

Coverage premium written on a direct bill basis are the sole responsibility of the insured. Premiums will be billed directly from the insurance carrier. Finance options are available upon request.

You can pay for the policy via our ePay Website: <https://gia-tx.epaypolicy.com>

ePay charges apply: ePay charges apply: ACH Fee 1% up to \$10 max (per transaction) and 3.75% for credit card payments.



# Named Insured

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Named Insured
Galveston College
US Coast Guard



# Commercial Inland Marine 6/17/2026 to 6/17/2027

Description of Insured Property	Value
1916 Galveston South Jetty 3 <sup>rd</sup> Order Lighthouse Cupola on display at the Galveston College Campus at 4015 Ave Q, Galveston TX 77550	\$50,000

Deductible:	\$1,000 for All Covered Perils
Valuation:	Actual Cash Value
Coinsurance:	80%
Insured Perils :	All Risks unless specifically excluded (No Wind, Flood or Earthquake exclusions)

### Additional Coverages:

Debris Removal	25% of direct physical "loss" amount, up to \$25,000 maximum
Pollutant Clean Up and Removal	10% of direct physical "loss" limit, up to \$5,000 maximum per 12-month policy period
Additionally Acquired Property	Lesser of 10% of any one "loss" limit of insurance or \$25,000; 30 days to report after you acquire the property

### Subject to:

Acceptable loss runs; Satisfactory loss control survey, if applicable; Compliance with loss control Recommendations, if applicable



# Premium Comparison

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Coverage	Proposed Annual Premium	Expiring Premium
Inland Marine - Cupola	\$1,500.00	\$3,675.34
<b>TOTALS</b>	<b>\$1,500.00</b>	<b>\$3,675.34</b>

\*Premiums quotes shown are based on information provided by you or by others on your behalf. Any changes to exposures, limits or coverages may result in a change in rates.



# DISCLAIMERS

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Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself.

This presentation is a summary only and does not constitute coverage. You must sign and return all required documentation along with payment for the premium amount due before a request for coverage can be made to the Insurance Company.

From June through November, insurance companies may stop binding coverage when a "tropical disturbance" enters the Gulf of Mexico or Caribbean Sea. In these cases, coverage quoted in this proposal cannot be put into effect until the company lifts its binding restriction.

Notice regarding Values: The replacement cost determined by this form is an estimate based on average construction costs adjusted for regional differences. Actual replacement cost will be determined at the time of loss and may be impacted by the cost of materials, supplies, labor, ordinances or laws, inflation or other factors. This estimate is not a guarantee of replacement cost. For a more accurate estimate of replacement, contact an architect or contractor.

Notice regarding Higher Liability Limits: Your exposure to a liability loss may exceed your limits and even those quoted here. Higher liability limits may be available. Please let us know if you would like additional information or a quote.

Texas Windstorm Insurance Association (TWIA) / National Flood Insurance Program (NFIP) - State & Federal programs with uniform rates. Differences in premiums from different agents indicate a difference in coverage and/or rating information. Contact us for an explanation.

TWIA:

Building & contents deductibles apply separately per occurrence.

\* ICC: Increased Cost of Construction – When covered structure is wind/hail damaged and when required by enforcement of any ordinance & laws, pays increased costs incurred to:

- Demolish, rebuild or repair wind/hail damaged part of structure to current building codes.
- Demolish and rebuild undamaged part of covered structure if required due to wind/hail damage of structure.
- Remove or replace portion of undamaged part of structure necessary to repair or replace damaged part.
- Increased Cost of Construction to meet current windstorm building codes needed to maintain wind insurance through TWIA.

\* There is no automatic coverage for detached buildings or structures located wholly or partially over water. If coverage is desired for these structures, they must be specifically insured by being listed on the policy with a premium charged.

\*Wind-Driven Rain Coverage is not available with TWIA for Commercial Properties.



Minimum Retained Premium applies: For policies effective 9/1/23 and after, when a policy is cancelled by the policyholder, TWIA retains the entire annual premium, unless the policy was cancelled for one of the following reasons: purchase of similar coverage in the private market, death of the policyholder, total loss of the property, or sale of the insured property.

NFIP:

Flood deductibles (building/contents) apply separately.

Flood Insurance policies do not provide coverage for Additional Living Expenses.

30-day waiting period (from date of application and payment to company) if Flood insurance not required by Mortgage Company.

Our Agency may provide certain services that you request or that are necessary to place or maintain your insurance. Sections 550.001, 4005.003 and 4005.004 of the Texas Insurance Code authorize us to charge a fee for services if we obtain your written consent prior to providing the service or incurring the expense. The fee may be charged in addition to any commission we may receive from the insurance company providing the insurance coverage. This amount will be included in the total premium quoted for this policy.

This is neither a contract nor part of any contract. It is meant as a summary description providing a broad overview of the policy form(s). Coverage under any policy is subject to the specific terms, conditions and exclusions applicable to that policy. You should carefully read all applicable policy forms, endorsements and declarations pages to completely understand the coverage available under any insurance policy.



Consider Approval of Contract for Disaster Restoration and Recovery Services

Since the College is located on Galveston Island, it is vulnerable to natural and man-made disasters such as hurricanes, tornadoes, floods, fires, etc.; therefore, a disaster restoration and recovery service is needed on an on-call basis. The contract would be a “requirements contract,” with no quantities guaranteed. There would be no retainer paid in order to keep the contract in effect. The contract is based on “as-needed” services in the event of a disaster-generated event, and charges would be determined by an itemized list of services and equipment with a preset cost rate.

Staff is requesting Board approval of the disaster restoration and recovery services contract for one year with Cotton Commercial USA, Inc. 5443 Katy Hockley Cut-off Road, Katy, Texas, using the Choice Partners contract 24/002TC-3. The current contract expires November 18, 2026, and at that time the Choice Partners contract will be extended for an additional 12 months.

The source of funding for contract-related expenses (if incurred) is the Education and General Fund budget. If incurred, expenditures for these services are expected to be in excess of \$100,000, which requires Board approval. Staff will notify the Board of Regents if the total for the year exceeds \$100,000.



**Exhibit "A" 2026 Rate Schedule**

**I. Personnel Labor Rates:**

*The personnel labor classification ("Classifications") and the classification hourly rates listed below ("Classification Hourly Rates") apply to any and all personnel engaged to fulfill the terms of the Agreement, these personnel may include but are not limited to the full time employees of Cotton Commercial USA, Inc. ("Cotton"), temporary hires employed directly by Cotton, any personnel secured through subcontracted labor, or any personnel subcontracted by Cotton that falls into the labor categories below. Rates stated below are per person per hour.*

<b><u>A. Classification - Management</u></b>	<b><u>Classification Hourly Rates</u></b>		<b><u>Classification Hourly Rates</u></b>
Project Consultant (PCS)	\$150.00	Project Accountant (PA)	\$83.50
Project Coordinator (PC)	\$130.00	Assistant Project Manager (APM)	\$88.00
Project Manager (PM)	\$100.00	Project Administrative (PAA)	\$57.00
Health & Safety Officer (HSO)	\$95.00		
<b><u>Classification - Restoration</u></b>			
Drying / Equipment Technician (DET)	\$67.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	\$115.00
Equipment Operator (EO)	\$90.00	Biohazard, Trauma, Forensic Technician (BTFT)	\$85.00
Restoration Supervisor (RS)	\$73.00	Biohazard, Trauma, Forensic Labor (BTFL)	\$70.00
Resource Coordinator (RC)	\$60.00	Certified Asbestos / Lead Supervisor (AS)	\$80.00
Restoration Technician (RT)	\$59.00	Certified Asbestos Technician / Worker (AT)	\$75.00
General Labor (GLE) - (Experienced with Cotton Operations)	\$48.50	Mold Remediation Worker (MRW)	\$64.00
General Labor (GL)	\$43.00		
<b><u>Classification - Construction</u></b>			
Metal Worker / Fabricator (FAB)	\$160.00	Masonry (MAS)	\$68.00
Electrician (E)	\$175.00	Wallcovering Installer (WPR)	\$68.00
Plumber (PLM)	\$165.00	Carpenter - Finish (FNH)	\$68.00
Fire Suppression (FS)	\$165.00	Drywall (D)	\$65.00
HVAC Technician (HVC)	\$155.00	Painter (P)	\$65.00
Welder (WLD)	\$98.50	Carpenter - Rough (FNC)	\$65.00
Roofer (RFG)	\$98.00	Tile Installer (TIL)	\$59.00
Scaffolder (SCF)	\$95.00	Flooring Installer (FCI)	\$59.00
Estimator (EST)	\$130.00	Acoustic Tile Installer (ACT)	\$58.00
Superintendent (SP)	\$79.50	Insulation Technician (INS)	\$52.50
Trade Supervisor (TS)	\$69.00		
Management Fee (Management of Customer Labor Force)	\$4.50	per hour / man	

**B. Labor Considerations / Provisions:**

1. All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM is subject to 1.5 times normal rates. All hours will reset on Monday and subject to our normal hourly rates.
2. All holidays recognized by Cotton Commercial USA, Inc. ("Cotton") will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by Cotton, those additional holidays will be billed at (2) times the normal billing rate.
3. Cotton response personnel who are placed on stand-by by the Customer, either on site or at an offsite location, who remain dedicated exclusively to the Customer, will be billed at full rates for a minimum of four (4) hours per day. Lodging and per diem rates will also be billed for all personnel placed on stand-by.
4. Cotton reserves the right to adjust the pricing of all labor based on inflation and market conditions.
5. Travel time for personnel shall be billed to the contract at the scheduled rates. **Project Consultants will be billed at 1/2 their rate.**



**Exhibit "A" 2026 Rate Schedule**

6. The scheduled rates and provisions in Exhibit A (Rate Schedule) take into account Cotton's standard wage rates and overtime compensation practices paid to project workers. To the extent the work under a particular contract is subject to federal, state or local prevailing wage laws, Davis-Bacon Wages Act, minimum wage or minimum hour laws, overtime laws, collective bargaining agreements or labor shortage, which would modify Cotton standard rates and practices, Cotton will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at cost plus 30% on any and all of the classifications listed above.

7 Cotton reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton Management and authorized Customer Representatives that these services are no longer required.

8 . Under certain circumstances, Cotton may need to engage additional personnel in the categories listed above. If the cost for such personnel exceeds our listed price, Cotton will charge the cost plus 30%.

**II. EXPENSES / REIMBURSABLE**

**A. UNSCHEDULED / SPECIALTY WORK:**

For any trade or service which Cotton does not provide or which is not scheduled in this Rate Schedule, the amount invoiced will be billed at cost plus 10% overhead and 10% profit.

**B. TRAVEL, LODGING AND PER DIEM**

Cotton shall be compensated for costs incurred for travel, lodging and per diem costs ("Incidental Costs") for all workers assigned to the project. All Incidental Costs will be billed at actual cost plus 10% overhead and 10% profit added. If actual costs cannot be determined for any reason, such Incidental Costs shall be determined in accordance with the rates set by the United States General Services Administration, the Department of Defense, or the State Department, plus 10% overhead and 10% profit added. Standard Per Diem reimbursement is \$45.00. Due to regional costs, there will be a \$60.00 per diem rate paid to employees for projects in following states including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C. If it is necessary to use multiple hotels to house project personnel during a declared State of Emergency, Cotton will use the average nightly rate of up to three hotels that house project personnel (Cotton and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

**C. FREIGHT / TRANSPORTATION FEE'S**

Cotton shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost plus 10% overhead and 10% profit mark-up thereon.

**D. TAXES AND PERMITS**

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes, consumptions taxes, gross receipts tax, valued-added taxes, transaction taxes, turnover taxes, good and services taxes, or any other taxes that are similar to indirect tax in nature ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Cotton shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

**E. STATE OF EMERGENCY RESOURCE COORDINATION**

Cotton reserves the right to pass all indirect costs associated with mobilization and management recovery services during an area wide event to Customers. Area wide event could include but are not limited to hurricanes, tropical cyclones, tornadoes, floods, and earthquakes. This cost will be five (5%) percent of the total of all labor, equipment, consumables, outside services, and reimbursable (excluding taxes) on each project managed by Cotton for the first sixty (60) days of the event.

**F. BACKGROUND CHECKS / TESTING**

Cotton shall be reimbursed the cost for any background investigation required of Cotton employees or Cotton subcontractors beyond the background investigation routinely conducted by Cotton. Additionally, Cotton shall be reimbursed the cost for any drug testing of Cotton employees or Cotton subcontractors required to be conducted prior to the commencement of a project.

**G. PREMIUM WAGES**

Cotton when working in and around high cost-of-living areas including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C., and internationally, a 25% premium will be applied to all listed labor rates in order to account for increased costs. This premium is the minimum and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.



**Exhibit "A" 2026 Rate Schedule**

**III. DOCUMENT RESTORATION SERVICES**

*Document drying costs will be determined per job for the following factors:*

*Nature of Damage*

*Moisture Saturation*

*Degree of Char / Soot Residue*

*Mold / Mildew / Infestation*

*Smoke Odor*

*Deodorization Requirements*

*Contamination Factors include Debris, Sewage, and/or Hazardous Materials*

**Document Remediation Provision:**

*Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.*



**EXHIBIT A**  
**Rate Schedule (cont.)**

<u>Equipment</u>	<u>Unit</u>	<u>Daily</u>	<u>Equipment Description</u>	<u>Unit</u>	<u>Daily</u>
Air Compressor	Ea	\$ 75.00	PPE Package A (3 or less)	Ea	\$ 9.50
Air Scrubber(HEPA) - Small (<1000 cfm)	Ea	\$ 125.00	PPE Package B (4 or more)	Ea	\$ 15.50
Air Scrubber(HEPA) - Large (1001-2000 cfm)	Ea	\$ 145.00	Pump, Sump (2" or less Electric)	Ea	\$ 35.00
Barricade Fencing (One Time Charge)	Ft	\$ 1.25	Pump, Submersible (3" Electric)	Ea	\$ 248.00
Blower (Gas Powered)	Ea	\$ 38.00	Pump, Trash (3" or Less)	Ea	\$ 95.00
Cart, Tilt / Demolition	Ea	\$ 30.00	Radio, 2 way – Job site comm.	Ea	\$ 24.00
Chainsaw	Ea	\$ 52.00	Respirator Protection (Half/Full Face)	Ea	\$ 25.00
Electrical - 100 Amp Distro Panel	Ea	\$ 125.00	Respirator Protection (PAPR/SCBA)	Ea	\$ 85.00
Electrical - 200 Amp Distro Panel	Ea	\$ 180.00	Saw - Kett (Includes Blades)	Ea	\$ 55.00
Electrical - 50 Amp Spider Box	Ea	\$ 75.00	Scaffolding - Baker's 6'	Ea	\$ 45.00
Electrical - 50' Spider box cable	Ea	\$ 55.00	Shower Kit for Decontamination Chamber	Ea	\$ 135.00
Electrical - 50' #2 Banded 5-Wire cable	Ea	\$ 60.00	Sprayer, Airless	Ea	\$ 175.00
Electrical - 50' 4/0 Cable 480V	Ea	\$ 57.00	Sprayer, Electrostatic	Ea	\$ 165.00
Extraction Unit (Carpet Cleaning)	Ea	\$ 200.00	Sprayer, Pump	Ea	\$ 8.00
Extraction Unit (Electric)	Ea	\$ 180.00	Trailer - Flatbed, Cargo	Ea	\$ 195.00
Extraction Unit (Gas Powered)	Hr	\$ 295.00	Trailer - Command / Office	Ea	\$ 650.00
Extraction Unit, Portable (Gas Powered)	Ea	\$ 325.00	Trailer - Fuel (refueling trailer)	Ea	\$ 375.00
Extension Poles (Pair)	Ea	\$ 15.00	Trash Can	Ea	\$ 8.50
Eye Wash Station	Ea	\$ 28.00	Truck - Box Truck	Ea	\$ 210.00
Fall Protection (harness w/lanyard and life line, excludes pulley)	Ea	\$ 29.00	Truck - Pickup (3/4 Ton)	Ea	\$ 120.00
Filter, Secondary HEPA Diffusers	Ea	\$ 50.00	Truck - Pulling/Tractor	Ea	\$ 305.00
Flex Duct (Includes T's and Y's)	Ft	\$ 1.00	Utility Terrain Vehicle - (UTV)	Ea	\$ 185.00
Floor Buffer	Ea	\$ 75.00	Vacuum, Anti-Static	Ea	\$ 105.00
Floor Cleaner / Stripper / Burnisher (Walk Behind)	Ea	\$ 265.00	Vacuum, HEPA	Ea	\$ 95.00
Fogger, Thermal (Gas Powered)	Ea	\$ 95.00	Vacuum, Wet/Dry	Ea	\$ 25.00
Fogger, ULV / Thermal (Electric)	Ea	\$ 30.00	Van, Cargo/Passenger	Ea	\$ 170.00
Four Gas Meter	Ea	\$ 79.50	Vehicle, Truck/Car	Ea	\$ 130.00
Fuel Cell/Tank (Truck Mounted or Stand Alone)	Ea	\$ 90.00	Washer, High Pressure (Cold)	Ea	\$ 125.00
Furniture Blanket	Ea	\$ 8.00	Washer, High Pressure (Hot)	Ea	\$ 205.00
Gang Box(Misc. Power Tools)	Ea	\$ 67.50	Washer, Trailer Mounted	Ea	\$ 450.00
Generator (less than 10 kw)	Ea	\$ 175.00			
Generator 60 - 65 kw	Ea	\$ 535.00	<u>Drying Equipment Description</u>	<u>Unit</u>	<u>Daily</u>
Hard Panel Containment System	Ft	\$ 9.00	Air Mover / Axial Fan	Ea	\$ 35.00
HVAC Cleaning System (Portable)	Ea	\$ 425.00	Injection Drying System	Ea	\$ 275.00
HVAC Video Inspection System	Ea	\$ 255.00	Air Blower, Industrial High CFM	Ea	\$ 85.00
Hydroxyl / Ozone Deodorization Machine	Ea	\$ 200.00	Dehumidifier Refrigerant - LG (<125 ppd)	Ea	\$ 135.00
Ladder(Less than 12')	Ea	\$ 9.00	Dehumidifier Refrigerant - XL (>=125 ppd)	Ea	\$ 165.00
Ladder(Greater or Equal to 12')	Ea	\$ 26.50	Dehumidifier Refrigerant - XXL (>170 ppd)	Ea	\$ 185.00
Light, Demo / Drop / Stand / String	Ea	\$ 35.00	Desiccant Dehumidifier 150-499 CFM	Ea	\$ 280.00
Light, Tower	Ea	\$ 200.00	Desiccant Dehumidifier 500-999 CFM	Ea	\$ 435.00
Lumber - 2" x 4" (One Time Charge)	Ft	\$ 1.25	Desiccant Dehumidifier 1000-2999 CFM	Ea	\$ 1,125.00
Lumber - Plywood 1/2" (4' x 8' sheet)(One Time Charge)	Ea	\$ 55.50	Desiccant Dehumidifier 3000-4499 CFM	Ea	\$ 1,350.00
Lumber - Plywood 3/4" (4' x 8' sheet)(One Time Charge)	Ea	\$ 84.00	Desiccant Dehumidifier 4500-6000 CFM	Ea	\$ 1,650.00
Manometer, Recording Differential Pressure	Ea	\$ 95.00	Desiccant Dehumidifier 6001-9999 CFM	Ea	\$ 2,050.00
Mobile Containment Cube (HEPA Filtered )	Ea	\$ 225.00	Desiccant Dehumidifier 10000-11999 CFM	Ea	\$ 2,550.00
Moisture Survey - IR Camera	Ea	\$ 130.00	Desiccant Dehumidifier 12000-15000 CFM	Ea	\$ 3,850.00
Moisture Survey - Moisture Meter	Ea	\$ 29.00	Air Conditioner - 1 - 2 ton - Portable	Ea	\$ 275.00
Offsite Disposal Fee	Ea	\$ 135.00	Air Conditioner - 20 - 30 ton	Ea	\$ 1,250.00
Particle Counter	Ea	\$ 225.00	Heater - Portable Electric - Small 110V	Ea	\$ 75.00

**Equipment Rental Considerations:**

**1. Unscheduled Rental Equipment**

*For equipment not listed that is rented for the project by Cotton the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.*

**2. Unscheduled Purchased Equipment**

*If special equipment not listed above is purchased for the project, the daily rental will be 5% of the purchase price.*

**3. *If Cotton has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that Cotton's discounted rates are offered contingent upon the relevant invoice being paid in full in accordance with the payment terms in the Agreement.***

**4. Scheduled Rental Equipment**

*Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate plus 10% overhead and 10% profit. Listed equipment rates shall apply whether company owned or procured through a third party.*

**5. Cotton Supplied Small Tools Charge**

*A "Small Tools" charge of 3.5% is calculated based upon the total billable amount of labor. The following "small tools" list includes but is not limited to: Adj. Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Corn, Street, Push), Paint Brush/Roller, Buckets, Bulb (Demo Light), Chain, Chalk and Chalk Line, Dolly (Floor), Drill Bit Set, Extension Cord/3-Way, Fuel Can, Funnel, Fire Extinguisher, Hammer Carpenter/Sledge, Flashlight, Hand Truck, Ice Chest, Tie/Cord/Twine for lay flat, Floor Scraper, Lockout Tagout Kit, Pallet Jacks, Rake(Leaf/Garden), SDS book, Dust Pan, Putty Knife, Hand Saw, Hack Saw, Scissors, First Aid Kit, Sheet Metal Shears, Shovel (Scoop, Spade, Square), Siphon Pump, Socket Set, Squeegee(Floor/Window), Staple Gun, Tape Gun, Washtub, Utility Knife, Unger Pole w/ Fixi Clamp, Water Cooler, Screw Drivers, Water Hose.*

**6. PPE Package Items**

*Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.*

**7. Weekly Rental Rates - Equipment**

*Equipment (LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, and Air Movers) will be calculated at (5) billable days equals (1) week - (20) billable days equals (1) month. Consumables associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).*

**8. *Cotton will charge an offsite debris disposal fee of, at minimum, \$135.00 per project when onsite waste is not available or provided. Debris may include but are not limited to, carpet, ceiling tile, sheetrock, etc.***

**9. *Cotton reserves the right to adjust the pricing of all equipment based on inflation and market conditions.***



**Exhibit A**  
**Rate Schedule (cont.)**

**Consumables**

<b><u>Chemical Description</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>
Alcohol, Isopropyl	Gal	\$ 55.21
Carpet, Cleaner / Deodorizer	Gal	\$ 25.98
Carpet, Defoamer	Gal	\$ 86.60
Cleaner, Glass	Gal	\$ 19.49
Cleaner, Glass Spray	Ea	\$ 10.85
Degreaser, Light Duty	Gal	\$ 32.93
Degreaser, Heavy Duty	Gal	\$ 67.12
Deodorizing Gel / Block	Ea	\$ 80.11
Deodorizing Liquid	Gal	\$ 86.60
Deodorizing Odor Crystals	Gal	\$ 112.58
Disinfectant / Biocide / Sporicide	Gal	\$ 74.95
Disinfectant / Biocide Tablet	Ea	\$ 1.90
Disinfectant / Bleach	Gal	\$ 13.53
Floor Stripper	Gal	\$ 69.28
Floor Wax	Gal	\$ 80.11
Ice Melt - Granular	Lb	\$ 1.50
Remover - Goof Off	Ea	\$ 98.20
Remover - Carpet / Mastic	Gal	\$ 36.81
Thermo Fog	Gal	\$ 192.69
Furniture Polish	Ea	\$ 14.43
<b><u>Lubricant, Machinery</u></b>		
Preserver - Light	Gal	\$ 51.61
Long Term Preserver - Heavy	Gal	\$ 64.10
Stainless Steel Cleaner	Ea	\$ 21.14
Sealant - Encapsulant, Asbestos	Gal	\$ 16.67
Sealant - Encapsulant, Duct	Gal	\$ 95.26
Sealant - Encapsulant, Odor	Gal	\$ 88.77
Sealant - Encapsulant, Antifungal	Gal	\$ 166.71
Spray Adhesive	Ea	\$ 10.10
Wood Cream	Qt	\$ 35.00
<b><u>HVAC</u></b>		
Cleaner, HVAC Coil	Gal	\$ 97.43
Lock Tight / Air Lock (grey)	1/2 Gal	\$ 75.68
Pre - Filter for HVAC Negative Air Machine	Ea	\$ 27.93
Cube(Secondary) Filter for HVAC Negative Air Machine	Ea	\$ 68.20
Precut Sheet Metal up to 24" x 24"	Ea	\$ 45.42

<b><u>Material Description</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>
Bags, Trash	RI	\$ 35.93
Bags, Trash Environmental - 6ml	RI	\$ 184.03
Brown Paper	RI	\$ 114.75
Boot / Shoe Covers	Pr	\$ 1.75
Box, Book / Freeze Dry	Ea	\$ 4.22
Box, Dish Pack	Ea	\$ 8.12
Box, Picture	Ea	\$ 18.60
Box, Wardrobe	Ea	\$ 42.00
Carpet mask 36" x 500'	RI	\$ 264.13
Containment Boom	Ea	\$ 46.00
Brush, Wire	Ea	\$ 5.41
Brush, Grout	Ea	\$ 2.38
Brush, Long Handle / Scrub	Ea	\$ 14.07
Disposable Decontamination Chamber (Per room)	Ea	\$ 212.89
Dust Mask	Ea	\$ 5.41

<b><u>Material Description</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>
Ducting, 20" Lay flat (6 mil)	Ft	\$ 1.50
Ducting, 18" Lay flat (6 mil)	Ft	\$ 1.25
Ducting, 12" Lay flat (6 mil)	Ft	\$ 1.00
Ducting, 8" Lay flat (6 mil)	Ft	\$ 0.75
Filter, Pre Filter for HEPA Vacuum	Ea	\$ 19.49
Filter, HEPA for Hepa Vacuum	Ea	\$ 442.38
Filter, Collection bag for HEPA Vacuum	Ea	\$ 12.99
Filter, Rolled Material	Sf	\$ 3.22
Filter, Pleated for Neg Air Machine	Ea	\$ 24.36
Filter, Pre Filter for Neg Air Machine	Ea	\$ 2.33
Filter, Charcoal for Neg Air Machine	Ea	\$ 34.64
Filter, HEPA for Neg Air Machine	Ea	\$ 335.83
Filter, Dehumidifier	Ea	\$ 16.45
Floor Protectant, Ram Board	RI	\$ 119.08
Furniture Blocks	Bx	\$ 151.55
Furniture Pads	Bx	\$ 184.03
Gloves, Cut Resistant	Pr	\$ 14.51
Gloves, Surgical Latex / Nitrile	Bx	\$ 30.64
Gloves, Work / Rubber / Leather	Pr	\$ 4.87
Inventory Tags	Bx	\$ 46.55
Mop Heads	Ea	\$ 8.40
Pads, Floor Buffer - Round	Ea	\$ 10.85
Pads, Floor Buffer - Rectangle	Ea	\$ 32.35
Plastic FR Sheeting - Cordek	Ea	\$ 75.78
Plastic Sheeting (20' x 100') 4 mil	RI	\$ 119.08
Plastic Sheeting (20' x 100') - 6 mil FR	RI	\$ 258.98
Painters Plastic	RI	\$ 55.00
Poly Hangers	Ea	\$ 6.93
Respirator Cartridge	Ea	\$ 22.73
Scrub Pads / Sponge	Ea	\$ 3.50
Sleeves, Cut Resistant	Pr	\$ 23.82
Sponges, Soot Removal	Ea	\$ 5.95
Spray Bottle w/ Trigger	Ea	\$ 5.41
Sticky Mats 18" x 36" (30 Pads)	Ea	\$ 27.60
Tape, Asbestos(Danger)	RI	\$ 25.00
Tape, Caution	RI	\$ 19.49
Tape, Duct(Teal)	RI	\$ 17.32
Tape, Duct(Grey/White)	RI	\$ 11.91
Tape, Double Sided (Containment)	RI	\$ 34.64
Tape, Blue / painters	RI	\$ 15.16
Tape, HVAC (Aluminum)	RI	\$ 60.62
Tape, Box (Clear)	RI	\$ 7.67
Tape, Box (Brown)	RI	\$ 17.14
Tape, Preservation	RI	\$ 30.31
Tarps	Sf	\$ 0.26
Tyvek Suits - General / Mold / Dust	Ea	\$ 11.26
Tyvek Suits - Chemical / Forensic	Ea	\$ 23.60
Wipes, Cotton Cloth	Lb	\$ 5.45
Wipes, Microfiber (25 Wipes)	Pkg	\$ 35.18
Wipes, Lint Free / Anti Static	Pkg	\$ 36.81
Wrap, Bubble / Anti Static(Small)	RI	\$ 281.45
Wrap, Bubble / Anti Static(Large)	RI	\$ 107.32
Wrap, Shrink	RI	\$ 54.13
Zippers	Ea	\$ 13.53

**Material Rate Considerations:**

1. **Unscheduled Materials**

For materials not listed above, that are purchased for the project by Cotton, the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.

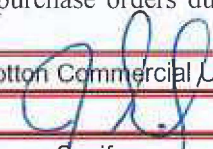
2. The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the work whether shipped to the site from Cotton inventory, shipped directly to the site from Cotton's source, or purchased locally by Cotton.

3. Cotton reserves the right to adjust the pricing of all materials and consumables based on inflation and market conditions.

## EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a responsible company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement. *See 2 CFR § 200.318(h).*
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that HCDE will rely on such statements, information, and representations in selecting the successful responsible Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
10. This Agreement is subject to purchase orders duly authorized and executed by HCDE and/or CP Members.

<b>CORPORATE NAME:</b>	Cotton Commercial USA, Inc.		
<b>AUTHORIZED SIGNATURE:</b>			
<b>PRINT NAME:</b>	James Scaife		
<b>TITLE:</b>	President		
<b>DATE:</b>	08/03/2025		
<b>ADDRESS:</b>	840 W. Sam Houston Parkway N., 2nd Floor		
<b>CITY, STATE, ZIP CODE:</b>	Houston, Texas 77024		
<b>PHONE:</b>	877-511-2962	<b>FAX:</b>	N/A
<b>EMAIL ADDRESS:</b>	james@cottonteam.com		
<b>WEBSITE URL</b>	https://cottongds.com/		

### This Section to be Completed by HCDE/CP

Contract Number: 25/044TC-05      Term of contract: 12/17/2025 to 11/18/2026

Vendor shall honor all CP Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Approved by Harris County Department of Education as a best value, responsible vendor:

**Harris County Department of Education**



**Jesus J. Amezcua, PhD, CPA, RTSBA, CPFIM**

Assistant Superintendent of Business

December 19, 2025 14:08 CT

jamezcua@hcde-texas.org

12/17/2025  
Board Approval Date

## 5.0 CONTRACT TERMS AND CONDITIONS

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These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this CSP and are part of the terms and conditions of each Purchase Order, Job Order, or proposal forms issued in connection with this CSP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered nonresponsive by HCDE and eliminated from further consideration.

**CONTRACT BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION AND  
("VENDOR")  
FOR  
DISASTER AND NON-DISASTER REMEDIATION, RESTORATION,  
BUILD BACK JOB ORDER CONTRACT (JOC) AND RELATED SERVICES**

This Contract is entered into between Harris County Department of Education, including its cooperative purchasing division Choice Partners (collectively "HCDE" or "HCDE/CP") and Vendor, having submitted a proposal in response to this CSP issued by HCDE and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

### 5.1 Definitions

The terms used in this Contract shall have the meanings assigned to them in *Section 1.0 - Notice of Intent* of the CSP.

### 5.2 Use of Contract by CP members

Vendor agrees and understands that this CSP and Contract may be used to accomplish work for HCDE, a local governmental entity and/or a purchasing CP member as provided by Section 1.0 – Notice of Intent.

### 5.3 Contract Terms; Amendment

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the CP member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

### 5.4 Term of Contract; Renewal of Contract

The initial term of this Contract is for a period of one (1) year, with HCDE having the option to renew the Contract for three (3) additional one-year terms, at HCDE's sole discretion, unless otherwise specified in *Section 6.0 - Scope of Proposal*. Consequently, the total term of the Contract may be for a period of **four (4)** years. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

#### 5.4.1 Automatic Renewal of Supplemental Contract(s) Prohibited

Any Supplemental Contract between Vendor and a purchasing CP Member shall not incorporate an automatic renewal clause that exceeds month-to-month terms. Vendor's renewal terms in a Supplemental Contract shall only be valid and enforceable if such renewal term requires the Vendor to receive written confirmation from the purchasing CP member via purchase order, executed agreement addendum or other written instruction. This Section 5.4.1 is not negotiable at either the purchasing CP member's or Vendor's discretion or authority. Any Supplemental Contract between Vendor and a CP member that conflicts with this automatic renewal prohibition shall be void and

unenforceable. This term ensures that a CP member does not inadvertently or unknowingly renew a Supplemental Contract with Vendor.

#### **5.5 Termination of Contract; Survival**

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of HCDE and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by HCDE and/or CP members and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a CP member, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the CSP by Vendor, HCDE/CP reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of HCDE/CP and/or CP members. HCDE/CP further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the CSP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the CSP. HCDE/CP also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE/CP believes, in its sole discretion that it is in the best interest of HCDE/CP and/or CP members to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor. Upon the expiration of the Contract's term, HCDE/CP may issue a new CSP for the goods or services procured under the previous contract.

If federal funds are used by HCDE under this Contract, HCDE shall provide written notice of termination to Vendor if HCDE terminates this Contract for any reason stated herein.

Vendor agrees that HCDE/CP shall not be liable for damages in the event that HCDE/CP declares Vendor to be in default or breach of this Contract and/or the CSP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

#### **5.6 Prevailing Wage Rates – Construction/public works projects only**

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to HCDE or a CP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by HCDE or the CP member.

#### **5.7 Change Orders**

Pursuant to TEX. EDUC. CODE § 44.0411(a), for HCDE and CP members that are Texas school districts), if a change in plans or specifications is necessary after the performance of a Purchase Order or Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, HCDE or the CP member may approve change orders making the changes. The total Purchase Order or Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. HCDE or the CP member may grant general authority to an administrative official to approve the change orders. A Purchase Order or Job Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order or Job Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

## 5.8 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5; the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of \$10,000); the Education Department General Administrative Regulations ("EDGAR")/Uniform Guidance (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to HCDE/CP and/or CP members, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member (or HCDE is HCDE is the purchasing entity) at cost as part of the Purchase Order, unless the permits are provided by the CP member or HCDE. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the HCDE's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by HCDE or a CP member, Vendor shall furnish HCDE and/or the CP member with satisfactory proof of Vendor's compliance with this provision.

The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements.

## 5.9 Confidentiality

Vendor and HCDE agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and HCDE understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that HCDE and numerous CP members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability HCDE and CP members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, HCDE, or a CP member and determined by HCDE or the CP member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

**5.10 Performance and Payment Bonds – Construction/public works projects only**

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order or Job Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE §§ 2253.001(4); 22269.411. Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000 for CP members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order or Job Order is in excess of \$25,000 for CP members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order or Job Order is in excess of \$50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

**5.11 Title and Risk of Loss**

Whenever HCDE or a CP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE's or the CP member's acceptance of the product or payment of the applicable invoice.

**5.12 Warranty Conditions**

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's or the CP member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the CSP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the CSP, or Purchase Order.

**5.13 Criminal History Review**

**Section 10.0 Attachment–Ch. 22 Contractor Certification: Contractor Employees (Required) must be submitted with packet, if applicable.**

Prior to commencing any work under the Contract, if Vendor contracts with HCDE or a CP member to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at HCDE and CP member locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify HCDE (if HCDE is the purchasing entity) or the CP member in writing within three (3) business days. If HCDE or the CP member, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE and/or the CP member through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on HCDE or the CP member's project/contract. The criminal history record information review obligation applies if Vendor contracts with HCDE or a CP member to provide services; it does not apply to a contract for the purchase of goods or real estate.

**5.14 Customer Support**

Vendor shall provide timely and accurate technical advice and sales support to HCDE staff, and CP members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HCDE staff and/or CP members regarding products and/or services supplied by Vendor, at no additional charge, if requested by HCDE or a CP member.

**5.15 HCDE and/or CP members' Property**

In the event of loss, damage, or destruction of any property owned by or loaned by HCDE or a CP member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HCDE or the CP member and pay to HCDE or the CP member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HCDE's or the CP member's determination of the amount due. If Vendor fails to make timely payment, HCDE or the CP member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HCDE or the CP member.

**5.16 Tax Exempt Status**

HCDE/CP and all CP members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE § 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CP members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. HCDE and CP members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

**5.17 Other State Tax Requirements****5.17.1 Payment of Taxes by CP Members outside of Texas**

CP members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the CSP as appropriate to the specific CP member.

**5.17.2 State and Local Transaction Privilege Taxes**

The CP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from HCDE and/or the CP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

**5.18 State of Texas Franchise Tax**

By submitting a proposal in response to the CSP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

**5.19 Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold HCDE and the CP member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

**5.20 IRS W-9**

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the CP member.

**5.21 Assignment of Contract**

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE and, if applicable, the CP member.

**5.22 Notification of Material Change**

Vendor is required to notify HCDE when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**5.23 Performance**

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order, or Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

**5.24 Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to HCDE and CP members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE and any such subcontractor, nor shall it create any obligation on the part of HCDE or CP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

If Vendor uses subcontractors in the performance of any Purchase Order or Job Order issued as a result of a Job Order Contract awarded via this procurement solicitation, subcontractors must issue their Job Order Quotes using the same pricing method(s) outlined in the procurement solicitation and according to Texas Government Code Chapter 22269, Subchapter I, Job Order Contracts Method.

**5.25 Non-Appropriation**

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on HCDE or any CP member by this Contract, HCDE and CP members shall have the right to terminate this Contract, any Supplemental Contract, Purchase Order, and/or Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of HCDE or any CP member if it is determined by HCDE or any CP member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, any Purchase Order, and/or any Job Order are commitments of the current revenue of HCDE and CP members only.

**5.26 Ordering Procedures**

Purchase Orders/Job Orders are issued by HCDE and/or CP members to the Vendor according to this Contract and any Supplemental Contract between HCDE and the CP member. CP members must send Purchase Orders/Job orders to HCDE, unless otherwise stipulated by HCDE. HCDE may request confirmation of receipt of the Purchase Order/Job Order from Vendor.

HCDE also may elect to require e-commerce functionality, in which Purchase Orders/Job Orders are sent directly to Vendor and reported by the CP member to HCDE on a specified basis. The e-commerce approach must be approved by HCDE prior to the start date of any Term of the Contract.

**5.27 Invoices; Payments****5.27.1 Invoice Submission**

Vendor shall submit invoices, in duplicate, directly to HCDE or the CP member at the appropriate location(s) specified by HCDE or the CP member. Each invoice shall include HCDE's or the CP member's Purchase Order/Job Order number and HCDE Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during HCDE's or the CP member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of HCDE's or the CP member's receipt shall be made available upon request by HCDE or the CP member.

### 5.27.2 Invoice Payment

HCDE or the CP member will make payments directly to Vendor. HCDE or the CP member placing the Purchase Order/Job Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. If Vendor enters into an agreement with any CP member pursuant to this RFP, HCDE shall not be liable for the indebtedness of any CP member.

### 5.27.3 Payment Terms

TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by HCDE and any CP member whose governing body meets only once a month or less frequently, within forty-five (45) days after the later of the following: (1) the date HCDE or the CP member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE or the CP member receives an invoice for the products or service. For CP members whose governing bodies meet more than once a month or more often, payments are due by those CP members within thirty (30) days after the later of the following: (1) the date the CP member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the CP member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from HCDE or the CP member not later than the tenth (10th) day after the date the Vendor receives the payment from HCDE or the CP member.

The exceptions to payments made by HCDE, a CP member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

### 5.27.4 Remedies

In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Vendor by HCDE, whether due under this Contract or any other agreement between HCDE (including any division of HCDE) and Vendor, any sums for which HCDE is entitled to under this Contract, as determined by HCDE in its sole discretion, including, without limitation, sums due by Vendor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE Administrative Fee(s).

## 5.28 Reporting

The Vendor shall provide HCDE/CP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel format, in the format and with the information specified by HCDE/CP. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders/Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all CP members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order/Job Order, Purchase Order/Job Order number, CP member name, city/town, and Purchase Order total dollar amount.

The Vendor shall provide HCDE/CP with velocity/usage reports within five (5) business days of any request by HCDE/CP for such reports.

Reports shall be submitted in an electronic format to [facilityreporting@choicepartners.org](mailto:facilityreporting@choicepartners.org).

## 5.29 Pricing Changes

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to HCDE/CP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP. For all pricing changes, including at renewal and during the Term, all price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- 5.29.1 justification for change/increase
- 5.29.2 terms and conditions
- 5.29.3 market conditions
- 5.29.4 manufacturers' / distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

## 5.30 HCDE/CP Administrative Fee

HCDE/CP will invoice Vendor for the HCDE/CP Administrative Fee of **2%**. HCDE/CP reserve the right to decrease the Administrative Fee at any time, upon notice to Vendor. The invoice for the Administrative Fee will be based on total sales made through this Contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP no later than thirty (30) days following the end of the month. Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within thirty (30) days of the expiration or termination of this Contract. All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s).

## 5.31 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to HCDE and/or CP members under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by HCDE for a period of not less than three (3) years from the date of completion of the service(s), receipt of product(s), the date of the receipt by HCDE or the CP member of Vendor's final invoice or claim for payment in connection with this Contract, or the date HCDE or the CP member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit their final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed if any litigation, claim, or audit is started before the expiration of the three-year-period.

**5.32 Right to Review, Audit and Inspect**

HCDE, CP members, any federal agency that has awarded federal funds/grant(s) to HCDE or a CP member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders and/or Job Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for HCDE and/or CP members, and shall be open to inspection and subject to audit/review and/or reproduction by HCDE, CP member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- 5.32.1** Vendor's compliance with this Contract and the requirements of the CSP.
- 5.32.2** Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices and the appropriate Unit Price Book for JOC work performed for HCDE and/or CP members.
- 5.32.3** Compliance with provisions for computing billings to HCDE and/or to CP members.
- 5.32.4** Any other matter related to this Contract.

**5.33 Indemnification**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE AND EACH CP MEMBER, INCLUDING HCDE'S AND CP MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, REASONABLE ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE OR THE CP MEMBER.

**5.34 Governing Law and Exclusive Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving HCDE must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas. Any dispute not involving HCDE but involving a CP member and Vendor shall be governed by the laws of the state of the CP member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the CP member.

**5.35 Multiple Contract Awards; Non-Exclusivity**

HCDE reserves the right to award multiple contracts under the CSP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of HCDE. HCDE will base a recommendation for contract award, including whether to award a single or multiple contracts, based on the evaluation factors listed in this RFP; contracts will be awarded to proposers with a minimum score of 70 to be considered for award. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE and/or CP members. During the Term of this Contract, HCDE and CP members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. In the event that a Vendor has an existing HCDE contract in the same contract title, upon award the new contract will immediately supersede the older contract.

**5.36 New Products**

New products that meet the specifications detailed in the CSP may be added to this Contract, with prior written approval from HCDE. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the CSP. No products may be added to avoid competitive procurement procedures. HCDE may reject any proposed additions, without cause, in its sole discretion.

**5.37 No Substitution; Product Recall**

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the CSP. Vendor shall not deliver substitutes without prior written authorization from HCDE or the CP member.

If a product recall is instituted on any good that has been furnished and delivered to HCDE or any CP member, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of HCDE and the purchasing CP member by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of HCDE and the purchasing CP member. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

**5.38 Penalties**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the CSP, or a Supplemental Contract, HCDE or the CP member may take the following action(s), in the sole discretion of HCDE or the CP member, and Vendor agrees to comply with the chosen action(s):

- 5.38.1** Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable;
- 5.38.2** Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by HCDE or the CP member;
- 5.38.3** Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
- 5.38.4** Recommend to HCDE Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to HCDE and/or that this Contract be terminated.

**5.39 Promotion of Contract Marketing Plan**

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing

**5.40 Website Support**

Vendor agrees to cooperate with HCDE/CP in publicizing contract particulars on the CP website. Vendor also agrees to work with HCDE/CP in updating and maintaining current information on Vendor activities related to the Contract on the CP website. Vendor agrees to provide an electronic version of its logo for use on the CP website upon Contract award and provide other information as reasonably requested by HCDE/CP to help ensure that the CP website is current and consistently updated.

#### 5.41 Safety

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by HCDE, CP members, and by the Occupational Safety and Health Administration (“OSHA”). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE or CP members. Vendor shall indemnify and hold HCDE and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor’s obligations under this provision.

#### 5.42 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor’s employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE and CP members’ property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE and CP members’ property.

#### 5.43 Supplemental Contracts

A CP member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the CSP is exclusively between the CP member and Vendor and shall have no effect or impact on HCDE, any other CP member, or this Contract. Any Supplemental Contract between Vendor and a CP member is exclusively between that specific CP member and Vendor and will be subject to immediate cancellation by the CP member (without penalty to the CP member) if, in the opinion of the CP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Vendor shall promptly notify HCDE of any Supplemental Contract executed between Vendor and a CP member.

#### 5.44 Insurance

Vendor is required to provide HCDE/CP and/or the CP member with copies of certificates of insurance, naming HCDE/CP and/or the CP member as additional insured’s for Texas Workers Compensation and General Liability Insurance, **within 14 business days of contract award and prior to the commencement of any work under this Contract.** Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE/CP and/or the CP member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the CP member is located, and shall be acceptable to HCDE/CP and/or the CP member. Vendor shall give HCDE/CP or the CP member a **minimum of ten (10) days’** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the CP member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor’s liability.

All policies of insurance shall waive all rights of subrogation against HCDE, CP members, and HCDE/CP and CP members’ officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to HCDE/CP and/or to CP members.

HCDE and the CP member, as requested, shall be named as an “additional insured” on insurance policies except worker’s compensation.

HCDE and the CP member reserve the right to require additional insurance should HCDE or the CP member deem additional insurance necessary, in their sole discretion.

**5.44.1 Workers Compensation**

Workers Compensation (with waiver of subrogation to HCDE and the CP member) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.

**5.44.2 Statutory, and Bodily Injury by Accident**

\$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee.

**5.44.3 Commercial General Liability**

Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. \$300,000 each occurrence Limit Bodily Injury and Property Damage combined. \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate. \$300,000 Personal and Advertising Injury Limit.

**5.44.4 Automobile Liability Coverage**

\$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

**5.45 Participation in HCDE/CP**

Vendor acknowledges and agrees that continued participation in the HCDE/CP cooperative purchasing program is subject to HCDE/CP's sole discretion and that Vendor may be removed from the HCDE/CP program at any time, with or without cause, in HCDE/CP's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order/Job Order. Nothing in this Contract or in any other communication between HCDE/CP and Vendor may be construed as a guarantee that HCDE/CP or CP members will submit any Purchase Order/Job Order to Vendor at any time.

**5.45.1 HCDE Participation Requirements**

At a minimum, to continue participation in the HCDE/CP cooperative purchasing program, Vendor must:

- a. Submit detailed monthly reports of all sales activity (such report is required even if there is no sales activity for a given month);
- b. Timely remit Administrative Fee(s) to HCDE/CP;
- c. Market Choice Partners, including inclusion of CP seal on Vendor's website, development and execution of marketing plan, and participation in at least #3 of marketing events (such as trade shows and conferences) annually;
- d. Maintain a minimum annual sales activity of \$15,000;
- e. Completion of all required forms (such as Form 1295, EDGAR Certifications, etc.); and
- f. Maintain required insurance and submit updated certificate(s) to CP annually

**5.46 No Agency or Endorsements**

It is the intention of the parties to this Contract that Vendor is independent of HCDE and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Vendor, any CP member and Vendor, HCDE and any of Vendor's agents, or any CP member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE or any CP member, and HCDE and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that HCDE and CP members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

**5.47 Equal Opportunity**

It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**5.48 Force Majeure**

Neither HCDE, any CP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

HCDE, CP members, and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HCDE, CP members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HCDE shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HCDE's or CP members' contractual, legal, or equitable rights.

**5.49 Severability**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**5.50 Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

**5.51 Entire Agreement**

The Contract, Vendor's completed HCDE/CP Attachment/Vendor Packet (including all certifications therein), the CSP, the portion(s) of Vendor's proposal submitted in response to the CSP that are accepted by HCDE, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between or among the documents that form this Contract, the following order of precedence shall apply: (1) Vendor's completed HCDE/CP Attachment/Vendor Packet; (2) this Contract; (3) the RFP; (4) the attached and incorporated addendum or exhibits, if any; and (5) the portion(s) of Vendor's proposal submitted in response to the CSP that are accepted by HCDE. This Contract supersedes any conflicting terms and conditions on any Purchase Order/Job Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the CP member may be established to further detail the terms and conditions of the CP member's specific project/purchase. In the event of a conflict between this Contract and the Supplemental Contract, as to HCDE, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the CP member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

**5.52 Interpretation**

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

**5.53 Notice**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**5.54 Captions**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

**5.55 Authorized Distributors/Order Fulfillers**

"Authorized Distributors/Order Fulfillers" means an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller, franchisee, or other person or entity designated or directed by Vendor to provide products or services in performance of, related to, or in support of the Contract and/or a Supplemental Contract issued pursuant to the Contract. HCDE agrees to permit Vendor to utilize Authorized Distributors/Order Fulfillers designated by Vendor to provide service, sales and support to HCDE and CP members under the Contract.

**5.55.1 Vendor Responsibility**

Vendor may designate Authorized Distributors/Order Fulfillers to act as the distributors for products and services available under the Contract. Vendor shall provide HCDE with the following Authorized Distributor/Order Fulfiller information: Authorized Distributor/Order Fulfiller's name, business address, and contact person email address and phone number. Vendor may add or delete Authorized Distributors/Order Fulfillers throughout the term of the Contract upon written authorization by HCDE/CP.

**5.55.2 HCDE/CP Determination**

HCDE reserves the right to require Vendor to rescind any Authorized Distributor/Order Fulfiller's participation relating to the Contract or to request that Vendor name additional Authorized Distributors/Order Fulfillers should HCDE determine either is in the best interest of HCDE and/or CP members.

**5.55.3 Compliance**

Vendor shall ensure that its Authorized Distributors/Order Fulfillers legally agree to comply with the terms and conditions of the Contract, including, without limitation, the pricing, purchase order, invoice and payment, CP Administrative Fee, and warranty provisions therein. When an Authorized Distributor/Order Fulfller acts as the distributor for products and services available under the Contract, the Authorized Distributor/Order Fulfller shall be liable and responsible for the fulfillment of the obligations under the Contract and any Supplemental Contract entered into between the Authorized Distributor/Order Fulfller and purchasing CP member as well as all other obligations imposed on “Vendor” under the Contract.

**5.56 USDA/TDA Special Terms and Conditions**

The following terms and conditions apply to all procurements and purchases involving federal School Nutrition Program funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by HCDE, or the portion of Vendor’s proposal submitted in response to HCDE’s procurement solicitation that is satisfactory to HCDE, the following terms and conditions shall control.

**5.56.1 Market Basket Analysis**

HCDE/CP reserves the right, in its sole discretion, to use a “Market Basket Analysis” method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. The most recent velocity/sales report(s) from HCDE/CP’s current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

**5.56.2 Material Change**

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between HCDE and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, HCDE may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes of this Section 5.56.2 means a modification that substantially exceeds the terms of the original contract between HCDE and Vendor.

**5.56.3 Supplemental Contracts**

Should Supplemental Contracts result in a material change to the Contract, HCDE will proceed under Section 5.56.2 of this RFP.

**5.56.4 New Products**

During the Term of a Contract awarded under this RFP, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit CP members. Vendor and HCDE agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this RFP, Vendor and HCDE agree that the total value of the Contract shall be \$200 Million. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term.

**5.56.5 Bonds**

Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

**5.56.6 Use by Other Governmental Entities/CP members**

In the event that HCDE allows other governmental entities to utilize any existing contract between HCDE and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include “school food authorities,” as that term is defined by USDA/TDA. Should such utilization by other governmental entities/CP members result in a material change to the Agreement for purposes of USDA/TDA purchases, HCDE will proceed under the foregoing section entitled “Material Changes.”

**5.56.7 No Guarantee of Quantities**

Quantities for purchases paid for with School Nutrition Program funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

**5.56.8 Buy American Act**

The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. 7 CFR Part 210.21(d) defines a “domestic commodity or product” as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Because many CP members participate in the National School Lunch Program and School Breakfast Program, CP requires Vendor to certify whether its products are “domestic commodities or products”, as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification and any necessary documentation requested by CP member that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to CP members. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. 210.21(d). “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

**Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are “domestic commodities or products” as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the District.**

If Vendor is repetitively unable to provide domestic food products, CP member may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If CP member determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, CP member may terminate its Contract with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision.

Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate, using the USDA-prescribed questions in making the decision. See “Requirements for an Exception,” ARM Section 17b Buy American, at p. 19 (August 12, 2020). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions.

Vendor further agrees to provide CP members with documentation verifying that a domestic product is not available and the cost range is reasonable within a reasonable time upon request by CP members.

In the event Vendor or Vendor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, CP members may decide not to purchase from Vendor and/or HCDE may terminate the Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, CP members may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

#### **5.56.9 Records Retention**

When school nutrition program funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate CP member and federal or state reviewers. See TDA ARMS Manual, 17.107.

#### **5.56.10 Price Adjustments due to Tariff(s)**

In the event of a significant price increase of a good/item occurring during the Term of this Contract through no fault of Vendor that is based directly and solely on the imposition of tariff(s) on the specific good/item for which Vendor is required to pay or bear as the direct result of a specific tariff(s), pricing may be adjusted in accordance with the procedures set forth herein. A change in price of a good or item will be considered significant when the price of a good/item increases by 3% or more between the price(s) in effect as of the date of Contract award for the good/item (as determined by Vendor’s pricing on file with HCDE/CP as of the date of Contract award) and the requested effective date of Vendor’s requested price increase. Increased prices shall only be due to tariff(s) not enacted before the effective date of the term of the Contract (whether the initial term or a renewal term).

Vendor shall provide to HCDE/CP, in writing, the following documentation to support Vendor’s request for a price increase based on the imposition of tariffs:

- a. Documentation showing that the requested price increase is the direct result of a specific tariff (identification of the specific tariff, date the tariff is taking or took effect, country of origin, and amount of tariff are required), including, as applicable, documentation from suppliers and/or manufacturers of the good/item;
- b. Detailed explanation or chart showing the original price in effect for the good/item as of the date of Contract award; the proposed increase price; and the percentage increase in cost due to the tariff;
- c. The proposed prospective effective date of the increased price(s), if approved by HCDE/CP in writing;

- d. A signed certification from an authorized representative of Vendor warranting, in writing, that no amount for the requested price increase was included in the price(s) in effect as of as of the date of Contract award for the good/item, as a contingency, or otherwise, and is the direct and sole result of the specified tariff(s); and
- e. Any available substituted good(s)/item(s) that are not subject to the tariff(s) or can be obtained for a lesser price than the proposed increased price.

**5.56.10.1 Price Adjustment Documentation and Criteria**

HCDE/CP, in its sole discretion, determines whether the submitted documentation is acceptable; HCDE/CP, in its sole discretion, may accept alternative documentation to that listed above justifying a price increase based on the imposition of tariffs. In no event shall any request for a price increase include overhead or profit mark-ups on the increases from either Vendor or its subcontractors.

**5.56.10.2 Price Adjustment Frequency**

Vendor may submit a request for a price increase no more often than once per calendar year quarter. No retroactive price increases will be approved; all price increases shall be prospective and shall be implemented as of the date approved by HCDE/CP. HCDE/CP shall have no less than seven (7) HCDE/CP business days to review Vendor's request for a price increase. All price increases shall be approved by HCDE/CP, in writing, prior to taking effect. In the event HCDE/CP or any purchasing CP member is utilizing agency-specific or grant-specific funding for the purchase of any increased-price good/item (i.e., TEA, TDA, HHS, etc.), any requested price increase must also be approved by the granting agency/entity and is not guaranteed by HCDE/CP.

**5.56.10.3 Tariff Relief and Refund Requirements**

Vendor shall immediately decrease its pricing of good(s)/item(s) by the amount of any after-relieved tariff. "After-relieved tariff" means any amount of tariff that would otherwise have been payable on the increased-price good/item but which Vendor is not required to pay or bear, or for which Vendor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the effective date of the price increase. Any refunds or pricing adjustments resulting from after-relieved tariffs shall be reported to HCDE/CP and the purchasing CP member within thirty (30) days of Vendor's receipt of such refund, and a corresponding refund shall be issued to HCDE/CP or the purchasing CP member within forty-five (45) days of Vendor's receipt of such refund. Price increases previously approved and implemented shall cease and prices shall revert back to their original amounts (pricing in effect as of the date of Contract award and/or their lower, non-tariff-inclusive amounts) as of the effective date of an after-relieved tariff.

Consider Approval of Proposal to Purchase Computers  
For Library Circulation Desk and Security Office

Staff requests approval of this proposal to purchase new computers for the Library Circulation Desk and Security Office. All hardware will be acquired from Dell Marketing LP (DIR-CPO-5792), and the total cost of purchase is \$8,374.50. The source of the funding is the Education and General Fund. A breakdown of the cost along with equipment specifications follows:

- Computers:
  - Model: Dell Pro 24
  - CPU: Intel Ultra 7 CPU rated up to 5.3GHz
  - Memory: 16 Gigabytes
  - Hard Drive: 1 Terabyte Non-Volatile Memory Solid State Hard Drive

All equipment includes a 3-year warranty.

<b>Vendor/Quotes</b>	<b>Item/Quotes</b>	<b>Funding Sources</b>	<b>Cost</b>
Dell Marketing LP: (DIR-CPO-5792)	3000202520443.1 Computers for Library Circulation Desk	Equip. Computer Capitalized 11-51510-53230	\$5,024.70
	3000202832161.1 Computers for Security Office		\$3,349.80
<b>Total:</b>			<b>\$8,374.50</b>

Consider Approval of Variance to Professional Landscaping  
Services Contract

Staff requests Board approval to amend the existing scope of services between Galveston College and Beach Town Lawn Services LLC, 7718 Beluche Dr., Galveston TX 77551 for professional landscaping services. This request is to remove 16 existing trees in the Health Science Education Center Parking Lot and replace them with 12 Sabal Palm Trees and 4 Eagleston Holly Trees, remove a large dead Canary Palm and root ball in front of the Moody parking lot and install one Oleander shrub where the dead palm was previously located. The cost of the project is \$16,295.00

The Board extended the contract for landscaping services with BTLS at the May 13, 2026, Regular Board Meeting. The new contract runs through June 30, 2027, with the option for one additional one-year term at an annual expense of \$53,700.

The additional \$16,295.00 fee increases the overall cost of the annual contract by more than 10% and as such requires Board approval. The funding source is the Education and General Fund. Proposal available for review upon request.

# ESTIMATE

Beach Town Lawn Service, LLC  
7718 Beluche Dr  
Galveston, TX 77551

btlsgalveston@gmail.com  
+1 (409) 766-0942  
www.btlsgalveston.com



**Bill to**  
Galveston College  
4015 Avenue Q  
Galveston, TX 77550

**Ship to**  
Galveston College  
4015 Avenue Q  
Galveston, TX 77550

## Estimate details

Estimate no.: 7124  
Estimate date: 05/20/2026

#	Date	Description	Qty	Rate	Amount
1.		Remove 16 trees	16	\$80.00	\$1,280.00
2.		Install (12) 8-10ft Florida Sabal Palm Trees.	12	\$750.00	\$9,000.00
3.		Install (4) 30-gallon Eagleston Holly Trees.	4	\$997.50	\$3,990.00
4.		Remove 1 large dead Canary Palm and root ball		\$1,800.00	\$1,800.00
5.		Install 1 7-gallon Oleander shrub, including soil and mulch.		\$225.00	\$225.00
6.		Remove three (3) trees located on 39th Street and replace with three (3) 8-10 ft Florida Sabal Palm trees. Remove four (4) trees located on the north side of the HSEC and replace with four (4) 8-10 ft Florida Sabal Palm trees. Remove five (5) trees located on the south side of the HSEC and replace with five (5) 8-10 ft Florida Sabal Palm trees. Leave the willow tree located on the east side of the HSEC in place. Remove four (4) trees located on the east side of the gym and replace with four (4) 30-gallon Eagleston Holly trees. Remove one (1) large dead Canary Palm located in front of the Moody Hall parking lot, including removal of the root ball to provide area for future plantings. Canary Palm and root ball removal Install one (1) 7-gallon Oleander shrub, including soil and mulch, on the west side of the removed palm area if space permits.			

Accepted date

Accepted by

Consider Approval of Proposal from America Mechanical Services, Inc.  
to Replace Central Plant RBI Boiler #1

Staff are requesting Board approval of the proposal from America Mechanical Services, Inc., (AMS) the College's JOC provider (Choice Partners Cooperative #24/047TC-04), to replace RBI Boiler #1 in the Central Plant. The scope of the project includes removing the existing RBI Boiler #1 and replacing it with a new boiler with the same capacity.

Two additional quotes were requested from different vendors and are reflected in the table below. Staff recommends approval of the proposal from AMS. The source of the funding is the Construction Fund.

Company	Total Cost	Completion Time Notes
AMS 13627 Stafford Road Houston, TX 77477	\$107,929.00	Lead time for equipment to be determined per Canadian Tariff Issues. 7-day installation
MLN P.O. Box 12157 Austin, TX 78765	\$109,000	Estimated 24-week lead time with no guarantee equipment will arrive from Canada within that time frame. 5-day installation
TDI 9525 Derrington Road Houston, TX 77064	\$109,082	24–30 week lead time 7-day installation

## AMERICAN MECHANICAL SERVICES

June 2, 2026

Galveston College  
4015 Avenue Q  
Galveston, TX 77550

Attention: Tracy Morgan  
Subject: Boiler Replacement 2 for 1  
Location: Central Plant  
4015 Avenue Q  
Galveston TX 77550

We are pleased to propose labor and material to provide the tasks listed below for \$107,929.00

One Hundred Seven Thousand Nine Hundred Twenty-Nine 00/00

### SCOPE OF WORK

- Check in with FMS
- Disconnect existing electrical to the 2 existing boilers
- Disconnect and demo existing gas to 2 existing boilers
- Disconnect and demo existing water to 2 existing boilers
- Install new piping for 1 new 2.5 boiler
- Provide and install new Qty. (1) RBI Boiler to match existing conditions
- Neutralization Kits, Boiler Safeties / Controls / Sequencer.
- Install CO Monitoring Controller & Sensor
- Modify new vent per manufacturers specification (tie to existing)
- Manufacturer Certified Startup Services and Owner Training;
- Remove debris and clean up

This proposal does not include any, tax, overtime, permit fees, or any special handling charges that may be applicable.

\*\*\* Qty. (1) Manufacturer Certified Startup Services and Owner Training; Conducted during normal business hours (8am-4pm Monday thru Friday excluding Holidays) \*\*\* Note all invoices paid by Credit Card are subject to 5% surcharge\*\*\*

This proposal will remain in effect for a period of thirty days (30) upon receipt. If you have any questions, please contact Kisiel.

Sincerely,

Brian Kisiel

American Mechanical Service- Houston  
Executive Account Manager  
Cell#: 832.474.4277  
Email: bkisiel@amsfusa.com

Building Maintenance, Repair, Operation Supplies and Equipment #638-21  
HVAC Equipment, Supplies, and Installation of HVAC Equipment#720-33  
Trade Services#733-24

Consider Approval of Continuing Education Occupational Skills Award (OSA) and Level 1 Certificates for Shipfitting

Staff is requesting Board approval to offer three additional Continuing Education Certificates in Shipfitting beginning in the Fall 2026 semester. These new certificates will prepare students for work in the shipbuilding industry. This program was developed in collaboration with a local employer and is tailored to prepare individuals for careers in ship building, fabrication, and pipefitting within the maritime industry.

Shipfitter Intermediate Fabrication OSA Certificate (CIP Code 48.0511)

Prefix	Number	Course Name	Course Type	Contact Hours
SHPF	2071	Applied Blueprint Reading for Shipfitting	WECM	72
SHPF	2072	Ship Fabrication and Installation III	WECM	105
TECM	1041	Technical Algebra	WECM	48
<b>OSA Certificate Total</b>				<b>225</b>

Shipfitter Advanced Fabrication OSA Certificate (CIP Code 48.0511)

Prefix	Number	Course Name	Course Type	Contact Hours
SHPF	2073	Advanced Blueprint Reading for Shipfitting	WECM	64
SHPF	2072	Advanced Ship Fabrication and Installation	WECM	96
TECM	1091	Special Topics in Applied Math, Advanced Industrial Mathematics	WECM	65
<b>OSA Certificate Total</b>				<b>225</b>

Shipfitter Advanced Fabrication Level 1 Certificate (CIP Code 48.0511)

Prefix	Number	Course Name	Course Type	Contact Hours
SHPF	2071	Applied Blueprint Reading for Shipfitting	WECM	72
SHPF	2072	Ship Fabrication and Installation III	WECM	105
TECM	1041	Technical Algebra	WECM	48
<b>1<sup>st</sup> Semester Total</b>				<b>225</b>

Prefix	Number	Course Name	Course Type	Contact Hours
SHPF	2073	Advanced Blueprint Reading for Shipfitting	WECM	64

SHPF	2072	Advanced Ship Fabrication and Installation	WECM	96
TECM	1091	Special Topics in Applied Math, Advanced Industrial Mathematics	WECM	65
<b>2<sup>nd</sup> Semester Total</b>				<b>225</b>

Prefix	Number	Course Name	Course Type	Contact Hours
SHPF	2075	Shipfitting Capstone	WECM	128
<b>3<sup>rd</sup> Semester Total</b>				<b>128</b>
<b>Level 1 Certificate Total</b>				<b>578</b>

Consider Approval of Agreement Between The University of Texas Medical Branch at Galveston and Galveston College to Provide Student Health and Counseling Services for the 2026-27 Academic Year

Staff is requesting the Board's approval of the following agreement between The University of Texas Medical Branch at Galveston (UTMB) and Galveston College to provide student health and counseling services for the 2026-2027 academic year. This agreement provides services to students who are enrolled in the Galveston College health occupations programs according to Attachment A of the agreement. The term of this agreement is September 1, 2026, through August 31, 2027. UTMB has not requested an increase from the current cost for this service of \$100 per semester per student including the summer semester. The UTMB charge to the College for these services is recovered through a student fee. With approval, the Board authorizes the College President to execute this agreement.

AGREEMENT

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

WITNESSETH:

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

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

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

I. UTMB'S RESPONSIBILITIES

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

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

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

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

covered by this Agreement.

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

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

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

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

## II. RESPONSIBILITIES OF COLLEGE

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

2.2 Each semester no later than September 15, 2026 for the fall semester, January 15, 2027 for the spring semester, and June 15, 2027 for the summer semester, COLLEGE will provide UTMB with certified copies of class rolls of Students enrolled in programs that are included on Attachment A of this agreement If Students begin a program that does not start with a traditional semester, COLLEGE shall provide additional certified class rolls within five business days of the start of class.

## III. COMPENSATION

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

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

#### IV. MUTUAL AGREEMENTS

##### 4.1 Indemnification -

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

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

#### 4.2 Insurance -

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

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

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

4.4 Entire Agreement - This Agreement constitutes the entire agreement between UTMB and COLLEGE. No agreements,

amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

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

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

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

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

of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

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

UTMB:

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

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

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

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

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

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

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

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

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

4.15 Independent Contractor - UTMB is an independent contractor and nothing herein contained shall constitute or designate UTMB or any of its employees or agents as agents and employees of COLLEGE.

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

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

actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement.

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

4.17 Effective Dates - This Agreement shall be effective from September 1, 2026, through August 31, 2027, unless sooner terminated as provided herein.

GALVESTON COLLEGE

THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON

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

\_\_\_\_\_  
Jamie D. Bailey, MBA, CPA, CFE  
EVP and Chief Financial  
Officer

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

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

Content Reviewed: \_\_\_\_\_

\_\_\_\_\_  
William Scott Boeh  
Associate Vice President  
University Services & Registrar

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

Attachment A

College Occupational Health Students include:

Nursing

ADN

LVN

Transitional LVN

Allied Health

Radiography Technologist

Surgical Technologist

Certificate Program/Continuing Education

Phlebotomy

Consider Approval of Instructional Agreement for Plano ISD Dual Credit Classes for Academic Year 2026-27 Including Addendum

Staff is seeking Board approval of the Instructional Agreement between Galveston College and Plano Independent School District to provide dual credit courses for the Limited Medical Radiography Technology program.

This agreement facilitates dual credit enrollment of courses offered for the immediate award of high school credit and college credit toward a credit certificate in Radiography. The effective date of each agreement is contingent upon the approval of the Board of Regents and the governing body of each entity and shall be for the 2026-27 academic year.

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

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

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

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



**Galveston  
College**

**DUAL CREDIT**

**INSTRUCTIONAL AGREEMENT**

**GALVESTON COLLEGE**

**and**

**Plano Independent School District**

**ACADEMIC YEAR**

**2026-2027**

# INSTRUCTIONAL AGREEMENT

Galveston College (herein as the "College") and Plano ISD, a Texas School District (referred to herein as the "School"), enter into the following Instructional Agreement, evidenced by the following, for the Academic Year **2026-2027**.

## I. PURPOSE

Galveston College and Plano ISD support and believe in a partnership that will provide opportunities for qualified high school students to participate in dual credit classes, academic and workforce, all of which may allow the high school student to receive both high school and college-level credit for successfully completing college-level courses. Therefore, Galveston College agrees to provide college-level instruction for Plano ISD. Further, the College and Plano ISD agree that it is the responsibility of the College to grant college credit, and it is the responsibility of Plano ISD to grant high school credit.

## II. DUAL CREDIT PROGRAM GOALS

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

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

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

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

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

### III. STUDENT ELIGIBILITY REQUIREMENTS

Students enrolled at Plano ISD may be eligible to participate in dual credit classes at the College based on the following conditions:

1. A high school student who seeks to enroll in an academic course(s), a transfer course(s), or courses leading to an Associate Degree may be admitted if the student:
  - a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of an assessment instrument approved by the Texas Higher Education Coordinating Board (THECB), or as per the [Texas Administrative Code Rule §4.86](#)
    - a1. The college may enroll students who have not met this eligibility in MATH 1332 which can be used as a College Connect Course, or as per the [Texas Administrative Code Rule §4.344](#)
    - a2. Students may enroll as non-degree seeking and be allowed to take standard academic classes on their first semester up to 14 credit hours on a case by case basis.
  - b. Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative.
2. A high school student is eligible to enroll in workforce education dual credit classes if the student demonstrates that he or she has achieved the minimum high school-level competencies in the areas of Mathematics and/or English/Language Arts as required for entry into the workforce program.
  - a. A student may enroll only in those workforce-education dual credit courses for which the student has demonstrated eligibility.
  - b. A student who is exempt from taking an exit-level test may be otherwise evaluated by the College to determine eligibility for enrolling in a workforce-education dual credit course(s).
3. To be eligible for enrollment in a dual credit course offered by the College, a student must meet all of the College's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
4. In the case of certain emergencies such as hurricane, pandemic or other forced closures and the previously mentioned measurements are not available, both the College and Plano ISD will employ holistic advising to ensure proper student eligibility.

#### IV. LOCATION AND STUDENT COMPOSITION OF CLASSES

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

## **V. FACULTY SELECTION, SUPERVISION, AND EVALUATION**

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

## **VI. ELIGIBLE COURSES**

1. Academic courses offered for Dual Credit must be identified as a college-level academic course in the current edition of the Community College Academic Course Guide Manual (ACGM) and must be simultaneously identified by the College as a course that has been included in the College's core curriculum, or foreign language course, or state approved FOSC or POSC. College-level workforce courses offered by the College must be included in an approved Associate of Applied Science (AAS) Degree or certificate program.
2. Remedial and developmental courses may not be offered for dual credit course credit and are not eligible courses under this agreement.
3. Approved courses being taught for Dual Credit (academic or workforce) must follow the College syllabus. It is the responsibility of the Plano ISD to work with the College to align the high school curriculum with the college course syllabus.
4. A course equivalency crosswalk of academic and workforce dual credit courses and high school classes are included in Appendix A.

## VII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

1. The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
2. Identified course outcomes/learning objectives must meet all college requirements.
3. The regular academic policies applicable to courses taught at the College's main campus will apply to the dual credit courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.
4. Textbooks should be identical to those approved for use on the main campus. Should an instructor propose an alternative textbook, the textbook must be approved in advance by the appropriate instructional department of the College. Other instructional materials for dual credit courses must be identical or at an equivalent level to materials used on the main campus of the College. Courses that offer Inclusive Access will need to be accepted by the student to guarantee access to course materials.
5. Courses which result in college-level credit will follow the standard grading practices of the College, as identified in college policy and as set forth in the appropriate course syllabus. Faculty teaching dual credit courses will report a general scale mid-term letter grade and final grade as required by college policy and as outlined in the syllabus to the College, and will report a numeric grade to the school, which is responsible for recording the numeric grade in accordance with their established policies and guidelines.
6. The College and Plano ISD agree to provide quality online learning experiences for all Dual Credit students. As online instructional needs arise, the College and School will collaborate on ways to ensure that all Dual Credit students are provided the means to succeed.
7. Faculty, who are responsible for teaching dual credit are responsible for keeping appropriate records, certifying census day class rolls at the beginning of the semester, providing interim reports, certifying final grade reports at the end of the semester, certifying attendance, and providing other reports and information as may be required by the College and/or the Plano ISD. Faculty and appropriate College Dual Credit staff will communicate how students can view their grades; utilize college communication tools such as e-mail as well as manage FERPA expectations.

## VIII. STUDENT AND EDUCATIONAL SUPPORT SERVICES

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

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

## **IX. TRANSCRIPTING OF CREDIT**

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

## **X. FUNDING**

- 1. College Tuition and Fees.
  - a. The College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, the College, or online.
  - b. The College agrees to charge the standard tuition and special course fees, excluding standard required, out-of-district and non-resident fees, unless noted otherwise in Addendum A, as approved by the Galveston College Board of Regents and as published in the Galveston College Catalog. The Galveston College Board of Regents reserves the right to change the

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

- c. Standard required fees include building use, student services, registration, lab, distance education, and general services fees.
- d. The College and Plano ISD agree to collaborate to submit applications for the Financial Aid for Swift Transfer (FAST) scholarships for all qualified students.
- e. Plano ISD 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.
- f. Plano ISD 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 in accordance with Section X Part 2 of this agreement.

## 2. Drops and Withdrawals - Tuition and Fee Refunds.

- a. If for any reason it becomes necessary for a student who has registered for a College class to withdraw or drop the class, the College and Plano ISD agree that it is the responsibility of the student to officially withdraw or drop the college course.
- b. A student may add or drop a course prior to the official census date for the course. Student must clear any changes with High School Counselor. Students who drop prior to the official college census date will not receive a college grade of any kind.
- c. A student may withdraw from a course with a grade of "W" any time after the census date for the semester and on or before the end of the 12th week of a long semester or on or before the last day to drop a class of a term as designated in the college calendar.
- d. Students attending class on or off campus may initiate a withdrawal through the Student Success Advisor for Dual Credit. A student who discontinues class attendance and does not officially drop the course on or before the last day to drop a course will receive a performance grade for the course.

## XI. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Galveston College Board of Regents and the Board of Trustees of Plano ISD. If so approved, the Agreement shall be for the 2026-2027 academic year.

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

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

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

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

By \_\_\_\_\_  
Dr. W. Myles Shelton, President

Date \_\_\_\_\_

Approved by the Plano ISD Board of Trustees, executed by Plano ISD, and signed by its Superintendent.

By \_\_\_\_\_  
Dr. Theresa Williams, Superintendent

Date \_\_\_\_\_

## ADDENDUM - A

- I. Students who are enrolled in dual credit classes, regardless of location or mode of instruction, shall pay \$56 per semester hour (\$168 per 3 semester hour course or \$224 per 4 semester hour course) for Tuition.
- II. All standard required fees shall be waived not including special course fees such as insurance, student health insurance, Inclusive Access, and exam fees which will be paid by Plano ISD, or they will indicate to the College who is responsible for payment.
- III. Galveston College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, at Galveston College, and online.
- IV. Galveston College agrees to waive the minimum registration requirements of six (6) credit hours for dual credit students taking classes at the high school, at Galveston College, and online.
- V. In accordance with current rules and guidelines, required college textbooks and materials shall be furnished to the student enrolled in dual credit classes at Plano ISD at no charge to the student by the school.

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

By \_\_\_\_\_  
Dr. W. Myles Shelton, President

Date \_\_\_\_\_

Approved by the Plano ISD Board of Trustees, executed by Plano ISD, and signed by its Superintendent.

By \_\_\_\_\_  
Dr. Theresa Williams, Superintendent

Date \_\_\_\_\_

## ADDENDUM – B

- I. Plano ISD agrees to pay Galveston College \$10,000 annually to support the Dual Credit Limited Medical Radiologic Technologist (LMRT) program.

The annual payment of \$10,000 shall be used by Galveston College to cover:

- i. Travel expenses for the Program Director related to administration, oversight, support, and coordination of the Plano ISD dual credit LMRT program
  - ii. State licensing costs and fees associated with the program license; and
  - iii. Other administrative expenses related to student support services.
- II. Plano ISD agrees to remit payment to Galveston College in accordance with the billing and payment procedures otherwise outlined in the Instructional Agreement.
- III. GC agrees to pay Plano ISD the cost of faculty stipend that is equal to the cost of adjunct salary for the dual credit classes offer that semester. Plano ISD will invoice GC for the cost of this stipend after the census date for that semester.

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

By \_\_\_\_\_

Date \_\_\_\_\_

Dr. W. Myles Shelton, President

Approved by the Plano ISD Board of Trustees, executed by Plano ISD, and signed by its Superintendent.

By \_\_\_\_\_

Date \_\_\_\_\_

Dr. Theresa Williams, Superintendent

## APPENDIX- A

### GALVESTON COLLEGE COURSE EQUIVALENCY CROSSWALK

Healthcare Diagnostics (Imaging)	Galveston College Course	Galveston College Course Name
Introduction to Imaging Technology	RADR 1309	Intro to Radiography and Patient Care
Medical Terminology	RADR 2209	Radiographic Imaging Equipment
Imaging Technology I	RADR 2313	Radiation Biology and Safety
Imaging Technology I	RADR 1411	Basic Radiographic Procedures
Imaging Technology II	RADR 1302 RADR 1313	Radiographic Image Evaluation I Principles of Radiographic Imaging I
Imaging Technology II	RADR 1166 RADR 2217	Practicum I Pathology
Practicum in Health Science	RADR 1268	Practicum II
Practicum in Health Science	RADR 1368 RADR 2235	Practicum III Seminar Class

**Certification:** Limited Medical Radiologic Technologist (LMRT)



**Galveston  
College**

**DUAL CREDIT**

**MAIN CAMPUS**

4015 Avenue Q Galveston, TX 77550

**CHARLIE THOMAS FAMILY**

**APPLIED TECHNOLOGY CENTER**

7626 Broadway Galveston, TX 77554

**PHONE**

409-944-4242

**WEBSITE**

GC.EDU



Consider Acceptance of Faculty Resignation

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Barton Stephenson	Program Director of Law Enforcement	5/20/2026

Consider Nomination and Election of Board Officers for 2026-2028 Term

The Board will nominate and then elect officers for the 2026-2028 term.