



Agenda of Regular Meeting

The Board of Trustees Galveston Independent School District

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

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
- 2) Pledge of Allegiance to the United States flag and the Texas flag.
- 3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting.
- 4) Declaration of Conflicts of Interest.
- 5) District Reports
 - A) Superintendent's Report
 - 1) Special Education presentation
 - 2) Robotics presentation
 - B) Board Committee Reports
 - 1) Facilities/Finance Committee Chair- Mr. Johnny Smecca
- 6) Financial Reports and Budget Update 5
- 7) REGULAR AGENDA- Action Items
 - A) Discuss and consider approval of resolution supporting students of military-connected families and District support of initiatives designed to meet those families' needs. 43
 - B) Discuss and Consider Approval of CSP # 2026-26-030 for the completion of the New TOR Legacy Museum for the Ball High School North Project. 45
 - C) Discuss and consider approval of proposed Superintendent's Report Framework 49
- 8) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E.

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

- A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

- A) Consultation with Attorney (Tex. Govt. Code Section 551.071) - Consultation with attorney regarding pending or contemplated litigation (social media litigation update, Ball High construction contracts), settlement offers, or matters in which the duty of the attorney to the school district under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the state’s open meetings laws.
- B) Personnel Matters (Tex. Govt. Code Section 551.074) – Discuss the appointment, employment, evaluation, reassignment, duties, discipline, dismissal or resignation of an employee or employees, including the Superintendent.
- C) Real Property (Tex. Govt Code Section 551.072) – Discuss the purchase, exchange, lease or value of real estate in which the discussion in an open meeting would have a detrimental effect on the ability of the school district to negotiate with a third party.
- D) Prospective Gifts or Donations (Tex. Govt Code Section 551.073) – Discuss prospective gifts or donations to the Galveston Independent School District and/or individual campuses, programs or facilities.
- E) Network Security, Security Devices and Security Audits (Tex. Govt Code Sections 551.076 and 551.089) – Discuss Network security information; a security audit; the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices; or security assessment or deployments related to information resources technology.
- 9) Reestablish the open meeting of the Galveston ISD Board of Trustees.
- 10) CONSENT AGENDA - Action Items
- | | |
|---|----|
| A) Consider approval of the minutes from the March 25, 2026, Regular School Board Meeting. | 52 |
| B) Consider approval of personnel resignations and recommendations with contracts. | 55 |
| C) Discuss and consider approval of payment of attorney fees. | 56 |
| D) Consider approval of Budget Amendments | 57 |
| E) Discuss and consider accepting donations in accordance with Board Policy CDC Local. | 59 |
| F) Discuss and consider granting permission to administration to apply to the Texas Education Agency for missed school day waivers for three of the district’s 1882 partnership schools. | 61 |
| G) Discuss and consider approval to transfer Tor Kids Moody Grant funds to MECC in the amount of \$100,000 to support summer camp programming for 2026 and the summer of 2027. | 62 |
| H) Discuss and consider approval of Skyward Annual License Fee | 63 |
| I) Discuss and consider approval of Annual Renewal of Microsoft Volume Licensing Agreement. | 65 |
| J) Consider delegation of authority to purchase white fleet vehicles up to \$100,000.00 | 68 |
| K) Discuss and consider approval of the Interagency Agreement between Upward Hope Academy and GISD to provide educational services to students in a Drop-Out Prevention/Recovery Program. | 69 |
| L) Discuss and Consider Amendment to Service Agreement with County of Galveston for Tax Assessment and Collection Services | 75 |

M) Discuss and consider approval of PK tuition for students who do not qualify for the PK program and provide GISD employees with a 25% discount for PK if their students do not qualify for the 2026-2027 school year.	83
N) Discuss and Consider approval of the Ball High SKILLS USA students to attend trip in Atlanta, Georgia to compete at the SKILLS USA National Competition	84
O) Discuss and consider approval of the MOU for Upbring Head Start for the 2026-2027 school year	85
P) Discuss and Consider Approval of the proposed contractors for Bid Packages #7R1 (Steel Re-Bid) and 11 (Exterior HM Doors, Storefront, and Curtain Wall) for use on the Ball High School South Renovation Project.	107
Q) Discuss and Consider Approval of the proposed contractor for Bid Packages #19 Main Switch Gear Replacement for use on the Ball High School South Renovation Project.	117
R) Discuss and Consider Approval of the proposed contractor for Phase Two Rehabilitation for use on the GISD Transportation Project (Office Area).	121
S) Discuss and Consider Approval of the proposed vendor for Materials Testing for use on the New Ball High School South and Renovation Project.	125
T) Discuss and consider implementation of a Virtual High School Program beginning August 2026 at AIM.	145
U) Discuss and consider the approval of the Math K-12 selection for an amount not to exceed \$650,000 using state instructional materials and open educational resources funds.	163
V) Discuss and consider the approval of the Certification of Provision of Instructional Materials Survey 2026-27, allowing Galveston ISD to use IMTA and IMRA funds through EMAT during the 2026-2027 school year.	171
W) Discuss and consider approval of Acknowledgement of GLO Grant and Acquisition of Approximately 164 acres of land for the acquisition of the Kahala Tract	205
X) Discuss and consider request for a variance from Section 4-1(a) of the Galveston City Code in regard to the sale of alcoholic beverages within three hundred feet of any school in the city.	217
11) Suggested Future Agenda Items	
12) COMMENTS FROM THE BOARD OF TRUSTEES	
Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:	
1. Expressions of thanks, gratitude, and condolences	
2. Information regarding holiday schedules	
3. Honorary or salutary recognition of a public official, public employee, or other citizen	
4. Reminders regarding GISD events	
5. Reminders regarding community events	
6. Health and safety announcements	
13) Adjournment	

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at _____ by _____ for the Board of Trustees.

EXECUTIVE SUMMARY — APRIL, 2026 BOARD MEETING

PERIOD ENDING MARCH 31, 2026



REVENUE (REPORT #1)

FISCAL YEAR	ACTUAL	PERCENTAGE
FY26	\$96,806,016	92.0% OF BUDGETED COLLECTIONS
FY25	\$95,057,232	88.8% OF BUDGETED COLLECTIONS

EXPENDITURES (REPORT #2)

FISCAL YEAR	ACTUAL	PERCENTAGE
FY26	\$43,313,442	40.6% OF BUDGETED EXPENDITURES
FY25	\$40,577,540	36.8% OF BUDGETED EXPENDITURES

CASH & INVESTMENTS (REPORT #3)

Moody Bank	\$18,360,148.87	
Texas Class Investment Pool	\$122,459,778.00	N/A (Investment Pool)
Texas Range	\$13,882,409.21	N/A (Investment Pool)
Fidelity Investments	\$117,005,416.13	Treasury & Federal Agency Securities
Total	\$271,707,752.21	

COLLECTIONS (REPORT #4)

Fund	Budget	Amount Collected	% Collected
Maintenance & Operations	\$93,010,561	\$85,561,926	92.0%
Interest & Sinking (Debt Payment)	\$22,495,320	\$20,769,115	92.3%

BOND 2022-2023 CONSTRUCTION (REPORT #5)

SPENT PTD \$241,700,265	ENCUMBERED PTD \$73,268,888
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VENDORS W/ AGGR. PURCHASES >\$50K (REPORT #7)

REGULAR VENDOR TOTAL	43
REG VENDOR AMOUNT TOTAL	\$10,803,333.44
BOND VENDOR TOTAL	23
BOND VENDOR AMOUNT TOTAL	\$34,236,094.52

BOND 2022 INTEREST (REPORT #6)

MOODY BANK AND TEXAS CLASS (POOLS ONLY)	\$8,763,468
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MONTHLY CHECK REGISTER (REPORT #9)

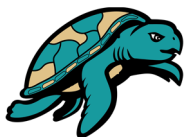
\$1,068,609.00 SEE DIGITAL COPY—ATTACHMENT J

LOCAL VENDOR ACTIVITY (REPORT #8)

VENDOR TOTAL	92
VENDOR AMOUNT TOTAL	\$5,202,001.75

FINANCE HIGHLIGHTS

Biomed-Pathways donations received to date: \$359,595. Biomed team is discussing items to purchase



5



Financial Reports – Executive Summary, Board Meeting 4/22/2026

The following reports representing period ending 3/31/2026, are attached for your review:

Report No. 1 – Attachment B – General Fund revenue collected through the period totals \$96,806,016 or 92.0% of projected collections. For the same period in FY 2024-2025, revenue totaled \$95,057,232 or 88.8% of budgeted collections. See attachment B.

Report No. 2 – Attachment C – General Fund expenditures through the period total \$43,313,442 or 40.6% of total projected expenditures. For the same period in FY 2024-2025, expenditures totaled \$40,577,540 or 36.8% of budgeted expenditures. See attachment C.

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

Funds held by each financial institution at 3/31/26 are as follows:

Moody Bank	18,360,148.87	Pledged securities \$18,460,000
Texas Class Investment Pool	122,459,778.00	N/A (Investment Pool)
Texas Range	13,882,409.21	N/A (Investment Pool)
Fidelity Investments	117,005,416.13	Treasury & Federal Agency Securities
Total	\$271,707,752.21	

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

Fund	Budget	Amount Collected	% Collected
Maintenance & Operations	\$93,010,561	\$85,561,926	92.0%
Interest & Sinking (Debt Payment)	\$22,495,320	\$20,769,115	92.3%

For the same period in FY 2024-2025, collections were \$85,558,057 (88.8%) for M&O and \$21,198,683 (88.9%) for I&S.

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

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

Report No. 7 – Vendors with aggregate purchases for FY 2025-2026 that exceed \$50,000. See attachment H (General Fund) and H-1 (Bonds).

Report No. 8 – Local vendor activity for FY 2025-2026 (zip codes 77550-77559). See attachment I.

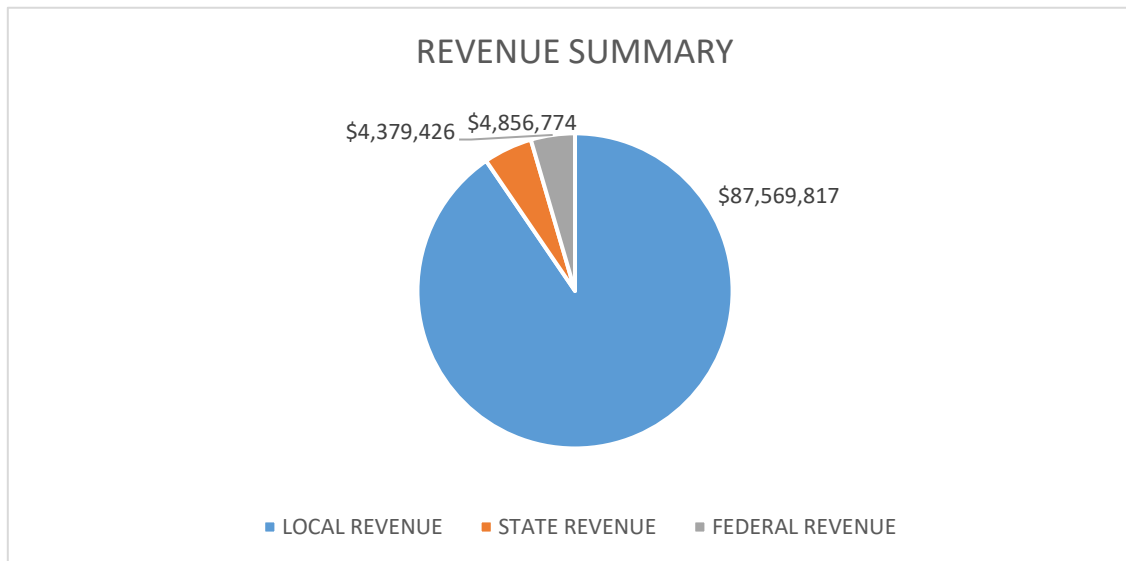
Report No. 9 - Monthly Check Register. See attachment J.

Report No. 10 – Legal Fee Summary FY 2025-2026. See attachment K.

Report No. 11 - Executive Summary

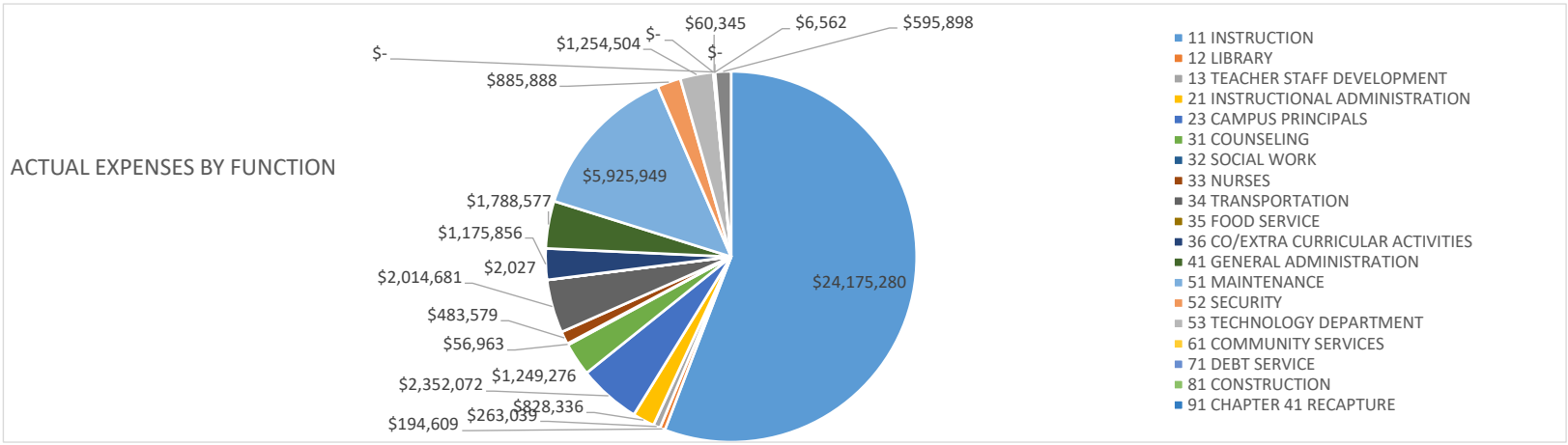
GALVESTON ISD
GENERAL FUND REVENUES BY MAJOR OBJECT
AS OF 3/31/2026

		2025-2026 Revised Budget	Monthly Receipts 03/31/2026	FYTD Activity 03/31/2026	2025-2026 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	\$ 96,715,561	\$ 4,045,042	\$ 87,569,817	\$ (9,145,744)
58--	STATE REVENUE	\$ 7,739,185	\$ 535,149	\$ 4,856,774	\$ (2,882,412)
59--	FEDERAL REVENUE	\$ 785,500	\$ 77,967	\$ 4,379,426	\$ 3,593,926
79--	TRANSFERS IN	\$ 15,000	\$ -	\$ -	\$ (15,000)
---		\$ 105,255,246	\$ 4,658,158	\$ 96,806,016	\$ (8,449,230)
	% COLLECTED	92.0%			



GALVESTON ISD
GENERAL FUND EXPENDITURES BY FUNCTION
AS OF 3/31/2026

FC	Function	Revenue Budget 2025-2026	FYTD Activity March 2025-2026	Encumbered March 2025-2026	Expenses + Encumbered	Unencumbered Balance March 2025-2026
11	INSTRUCTION	\$ 43,016,107	\$ 24,175,280	\$ 1,877,251	\$ 26,052,531	\$ (16,963,575)
12	LIBRARY	\$ 346,921	\$ 194,609	\$ 6,937	\$ 201,546	\$ (145,375)
13	TEACHER STAFF DEVELOPMENT	\$ 630,266	\$ 263,039	\$ 9,555	\$ 272,593	\$ (357,672)
21	INSTRUCTIONAL ADMINISTRATION	\$ 1,534,120	\$ 828,336	\$ 8,053	\$ 836,389	\$ (697,731)
23	CAMPUS PRINCIPALS	\$ 3,874,616	\$ 2,352,072	\$ 5,022	\$ 2,357,094	\$ (1,517,522)
31	COUNSELING	\$ 2,402,461	\$ 1,249,276	\$ 5,466	\$ 1,254,742	\$ (1,147,719)
32	SOCIAL WORK	\$ 63,053	\$ 56,963	\$ -	\$ 56,963	\$ (6,090)
33	NURSES	\$ 888,773	\$ 483,579	\$ 49,587	\$ 533,166	\$ (355,607)
34	TRANSPORTATION	\$ 4,051,863	\$ 2,014,681	\$ 224,479	\$ 2,239,161	\$ (1,812,703)
35	FOOD SERVICE	\$ -	\$ 2,027	\$ -	\$ 2,027	\$ 2,027
36	CO/EXTRA CURRICULAR ACTIVITIES	\$ 1,908,624	\$ 1,175,856	\$ 130,216	\$ 1,306,072	\$ (602,551)
41	GENERAL ADMINISTRATION	\$ 3,459,470	\$ 1,788,577	\$ 248,031	\$ 2,036,608	\$ (1,422,862)
51	MAINTENANCE	\$ 9,648,127	\$ 5,925,949	\$ 504,208	\$ 6,430,157	\$ (3,217,970)
52	SECURITY	\$ 1,389,497	\$ 885,888	\$ 28,408	\$ 914,296	\$ (475,201)
53	TECHNOLOGY DEPARTMENT	\$ 2,219,620	\$ 1,254,504	\$ 6,734	\$ 1,261,238	\$ (958,381)
61	COMMUNITY SERVICES	\$ 827,764	\$ -	\$ -	\$ -	\$ (827,764)
71	DEBT SERVICE	\$ 110,000	\$ 60,345	\$ 43,104	\$ 103,449	\$ (6,551)
81	CONSTRUCTION	\$ 175,000	\$ -	\$ -	\$ -	\$ (175,000)
91	CHAPTER 41 RECAPTURE	\$ 28,963,914	\$ -	\$ -	\$ -	\$ (28,963,914)
93	PMTS TO FISCAL AGENT/SSA	\$ 45,050	\$ 6,562	\$ -	\$ 6,562	\$ (38,488)
99	APPRAISAL DISTRICT FEES	\$ 1,050,000	\$ 595,898	\$ 431,324	\$ 1,027,222	\$ (22,778)
--	COLUMN TOTALS	\$ 106,605,246	\$ 43,313,442	\$ 3,578,377	\$ 46,891,819	\$ (59,713,428)
	EXPENDITURES AS A % OF BUDGET		40.6%		44.0%	





**Galveston ISD
Portfolio Management
Portfolio Summary
March 31, 2026**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Treasury Discounts -Amortizing	102,777,000.00	100,966,377.75	100,969,801.20	37.16	357	177	3.871
Investment Pools	136,342,187.21	136,342,187.21	136,342,187.21	50.18	1	1	3.766
Bank Accounts	17,175,711.98	17,175,711.98	17,175,711.98	6.32	1	1	2.641
Money Market Accounts	17,223,475.27	17,223,475.27	17,223,475.27	6.34	1	1	3.410
Investments	273,518,374.46	271,707,752.21	271,711,175.66	100.00%	133	67	3.711
Cash and Accrued Interest							
Accrued Interest at Purchase		0.00	0.00				
Ending Accrued Interest		0.00	0.00				
Subtotal		0.00	0.00				
Total Cash and Investments Value	273,518,374.46	271,707,752.21	271,711,175.66		133	67	3.711

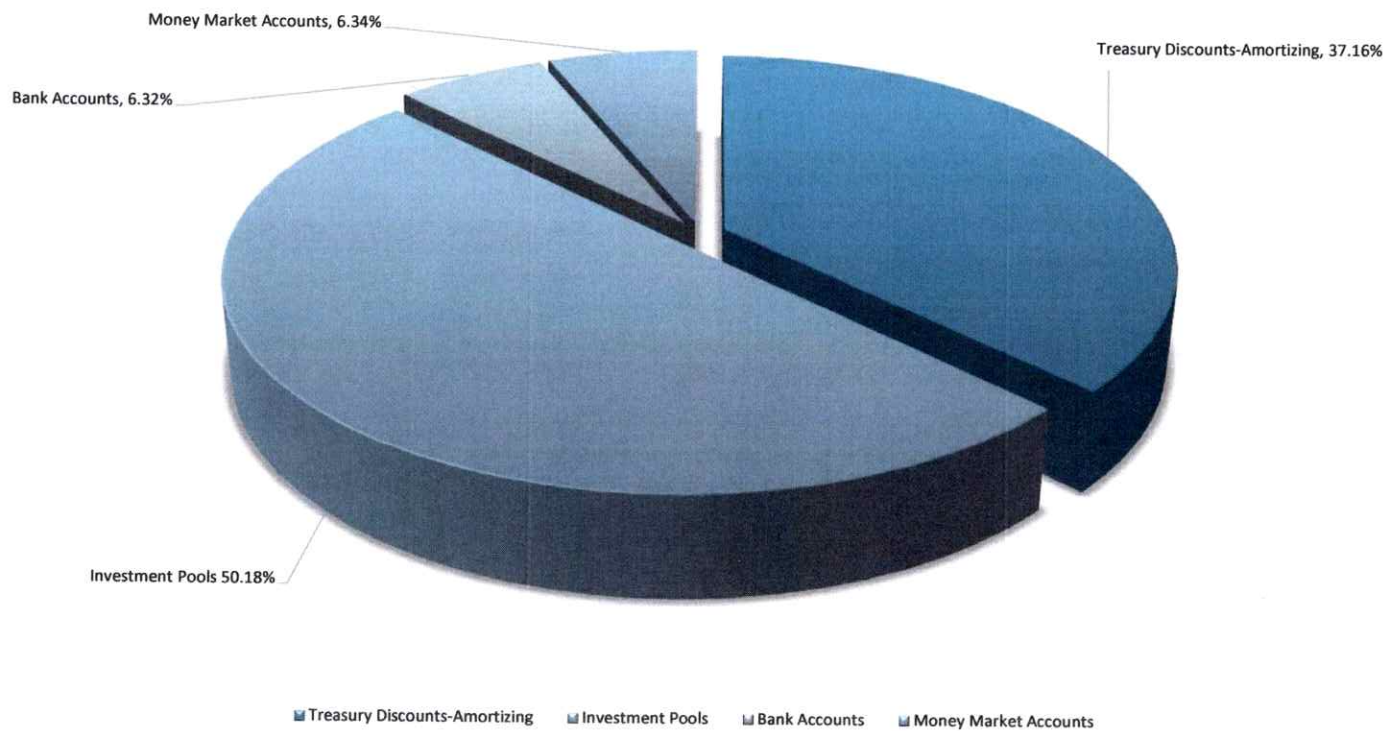
Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	853,454.30	5,404,960.45
Average Daily Balance	267,330,468.92	235,650,524.22
Effective Rate of Return	3.76%	3.95%

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

Lorraine Dochoda 4/8/2026
Lorraine Dochoda, Director of Accounting

Jeff Martello 4/8/26
Jeff Martello, Chief Financial Officer

Book Value Percentages by Investment Type





Galveston ISD
Fund GEN OP - General Operating
Investments by Fund
March 31, 2026

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

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX GEN-0001	10237	Texas Class	09/01/2022	75,453,300.92	75,453,300.92	75,453,300.92	3.776	3.724	3.776	1
TX DLY 1227-02	10231	Texas Range	09/01/2022	12,797,352.41	12,797,352.41	12,797,352.41	3.680	3.629	3.680	1
Subtotal and Average				88,250,653.33	88,250,653.33	88,250,653.33		3.711	3.762	1
Bank Accounts										
MB GEN 7601	10246	Moody Bank	09/01/2022	2,406,426.46	2,406,426.46	2,406,426.46	0.050	0.049	0.050	1
MB GEN 0616	10293	Moody Bank	05/01/2023	11,558,801.50	11,558,801.50	11,558,801.50	3.900	3.846	3.900	1
MB SCH CSH 1600	10305	Moody Bank	05/01/2024	71.41	71.41	71.41	0.060	0.059	0.060	1
Subtotal and Average				13,965,299.37	13,965,299.37	13,965,299.37		3.192	3.237	1
Total Investments and Average				102,215,952.70	102,215,952.70	102,215,952.70		3.640	3.690	1

**Fund DS - Interest & Sinking
Investments by Fund
March 31, 2026**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX DEBT-0002	10238	Texas Class	09/01/2022	8,308,233.51	8,308,233.51	8,308,233.51	3.776	3.724	3.776	1
TX DLY 1227-04	10232	Texas Range	09/01/2022	247,032.26	247,032.26	247,032.26	3.680	3.629	3.680	1
Subtotal and Average				8,555,265.77	8,555,265.77	8,555,265.77		3.722	3.773	1
Bank Accounts										
MB DS 2049	10243	Moody Bank	09/01/2022	2,049,142.77	2,049,142.77	2,049,142.77	0.050	0.049	0.050	1
Subtotal and Average				2,049,142.77	2,049,142.77	2,049,142.77		0.049	0.050	1
Money Market Accounts										
MB DS MM 7635	10244	Moody Bank	09/01/2022	1,184,436.89	1,184,436.89	1,184,436.89	3.140	3.140	3.183	1
Subtotal and Average				1,184,436.89	1,184,436.89	1,184,436.89		3.140	3.184	1
Total Investments and Average				11,788,845.43	11,788,845.43	11,788,845.43		3.025	3.067	1

**Fund STUACT - Student Activity
Investments by Fund
March 31, 2026**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX ACT-0004	10240	Texas Class	09/01/2022	488,091.86	488,091.86	488,091.86	3.776	3.724	3.776	1
Subtotal and Average				488,091.86	488,091.86	488,091.86		3.724	3.776	1
Bank Accounts										
MB ACT 7627	10241	Moody Bank	09/01/2022	326,554.49	326,554.49	326,554.49	0.050	0.049	0.050	1
Subtotal and Average				326,554.49	326,554.49	326,554.49		0.049	0.050	1
Total Investments and Average				814,646.35	814,646.35	814,646.35		2.251	2.283	1

**Fund CN - Child Nutrition
Investments by Fund
March 31, 2026**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX CNS-0005	10282	Texas Class	09/01/2022	3,682,961.05	3,682,961.05	3,682,961.05	3.776	3.724	3.776	1
TX DLY 1227-08	10235	Texas Range	09/01/2022	838,024.54	838,024.54	838,024.54	3.680	3.629	3.680	1
Subtotal and Average				4,520,985.59	4,520,985.59	4,520,985.59	3.707	3.758		1
Bank Accounts										
MB CN 7619	10245	Moody Bank	09/01/2022	375,671.14	375,671.14	375,671.14	0.050	0.049	0.050	1
Subtotal and Average				375,671.14	375,671.14	375,671.14	0.049	0.050		1
Total Investments and Average				4,896,656.73	4,896,656.73	4,896,656.73	3.426	3.474		1

Fund BD 2022 CONS FD - Bond 2022 Construction Fund
Investments by Fund
March 31, 2026

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Treasury Discounts -Amortizing											
912797QD2	10319	US Treasury	04/21/2025	11,661,551.30	11,680,000.00	11,662,363.20	3.791	3.956	4.011	04/16/2026	15
912797QN0	10320	US Treasury	05/19/2025	10,351,183.06	10,400,000.00	10,354,760.00	3.930	4.106	4.163	05/14/2026	43
912797QX8	10325	US Treasury	07/03/2025	11,284,191.34	11,370,000.00	11,289,386.70	3.827	3.989	4.044	06/11/2026	71
912797RF6	10326	US Treasury	07/11/2025	15,754,449.33	15,925,000.00	15,767,183.25	3.895	4.068	4.125	07/09/2026	99
912797RF6	10327	US Treasury	08/19/2025	491,830.23	497,000.00	492,074.73	3.787	3.941	3.995	07/09/2026	99
912797RS8	10328	US Treasury	09/16/2025	5,169,261.04	5,248,000.00	5,166,813.44	3.485	3.626	3.676	09/03/2026	155
912797SK4	10331	US Treasury	11/03/2025	7,106,015.72	7,257,000.00	7,104,530.43	3.550	3.698	3.749	10/29/2026	211
912797TC1	10332	US Treasury	12/26/2025	7,067,183.12	7,250,000.00	7,061,210.00	3.400	3.538	3.587	12/24/2026	267
912797TV9	10333	US Treasury	02/26/2026	20,071,803.37	20,700,000.00	20,046,087.00	3.382	3.518	3.567	02/18/2027	323
912797UD7	10334	US Treasury	03/26/2026	12,012,332.69	12,450,000.00	12,021,969.00	3.606	3.756	3.809	03/18/2027	351
Subtotal and Average				100,969,801.20	102,777,000.00	100,966,377.75		3.818	3.871		177
Investment Pools											
TX BD 2022	10284	Texas Class	08/30/2022	24,659,200.56	24,659,200.56	24,659,200.56	3.776	3.724	3.776		1
TX DLY 1227-05	10233	Texas Range	09/01/2022	0.00	0.00	0.00					1
Subtotal and Average				24,659,200.56	24,659,200.56	24,659,200.56		3.724	3.776		1
Bank Accounts											
MB BD CON 2022	10287	Moody Bank	09/08/2022	459,044.21	459,044.21	459,044.21	0.050	0.049	0.050		1
Subtotal and Average				459,044.21	459,044.21	459,044.21		0.049	0.050		1
Money Market Accounts											
FID BOND MM	10286	Fidelity Investments	09/22/2022	16,039,038.38	16,039,038.38	16,039,038.38	3.380	3.380	3.426		1
Subtotal and Average				16,039,038.38	16,039,038.38	16,039,038.38		3.380	3.427		1
Total Investments and Average				142,127,084.35	143,934,283.15	142,123,660.90		3.740	3.792		126

Fund BD 2018 CONS FD - Bond 2018 Construction Fund
Investments by Fund
March 31, 2026

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

Fund BD 2023 CONS FD - Bond 2023 Construction Fund
Investments by Fund
March 31, 2026

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX BD 2023	10291	Texas Class	05/03/2023	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Bank Accounts										
MB 23 BND 5610	10292	Moody Bank	05/23/2023	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0

Fund MPAC - MOODY PERF ARTS CENTER
Investments by Fund
March 31, 2026

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX MPAC-0008	10324	Texas Class	05/09/2025	4,762,908.53	4,762,908.53	4,762,908.53	3.776	3.724	3.776	1
Subtotal and Average				4,762,908.53	4,762,908.53	4,762,908.53		3.724	3.776	1
Total Investments and Average				4,762,908.53	4,762,908.53	4,762,908.53		3.724	3.776	1

**Fund BLDG FD - Building Proceed Funds
Investments by Fund
March 31, 2026**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX BLDG PROC FD	10330	Texas Class	09/19/2025	5,105,081.57	5,105,081.57	5,105,081.57	3.776	3.724	3.776	1
Subtotal and Average				5,105,081.57	5,105,081.57	5,105,081.57		3.724	3.776	1
Total Investments and Average				5,105,081.57	5,105,081.57	5,105,081.57		3.724	3.776	1



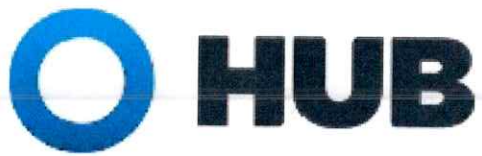
**Galveston ISD
Summary by Type
March 31, 2026
Grouped by Fund**

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

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Bond 2018 Construction Fund						
Bank Accounts	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Fund: Bond 2022 Construction Fund						
Money Market Accounts	1	16,039,038.38	16,039,038.38	5.90	3.427	1
Bank Accounts	1	459,044.21	459,044.21	0.17	0.050	1
Investment Pools	2	24,659,200.56	24,659,200.56	9.08	3.776	1
Treasury Discounts -Amortizing	10	102,777,000.00	100,969,801.20	37.16	3.871	177
Subtotal	14	143,934,283.15	142,127,084.35	52.31	3.792	126
Fund: Bond 2023 Construction Fund						
Investment Pools	1	0.00	0.00	0.00	0.000	0
Bank Accounts	1	0.00	0.00	0.00	0.000	0
Subtotal	2	0.00	0.00	0.00	0.000	0
Fund: Building Proceed Funds						
Investment Pools	1	5,105,081.57	5,105,081.57	1.88	3.776	1
Subtotal	1	5,105,081.57	5,105,081.57	1.88	3.776	1
Fund: Child Nutrition						
Investment Pools	2	4,520,985.59	4,520,985.59	1.66	3.758	1
Bank Accounts	1	375,671.14	375,671.14	0.14	0.050	1
Subtotal	3	4,896,656.73	4,896,656.73	1.80	3.474	1
Fund: Interest & Sinking						
Bank Accounts	1	2,049,142.77	2,049,142.77	0.75	0.050	1
Money Market Accounts	1	1,184,436.89	1,184,436.89	0.44	3.184	1
Investment Pools	2	8,555,265.77	8,555,265.77	3.15	3.773	1
Subtotal	4	11,788,845.43	11,788,845.43	4.34	3.067	1
Fund: General Operating						

Galveston ISD
 Summary by Type
 March 31, 2026
 Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: General Operating						
Investment Pools	2	88,250,653.33	88,250,653.33	32.48	3.762	1
Bank Accounts	3	13,965,299.37	13,965,299.37	5.14	3.237	1
Subtotal	5	102,215,952.70	102,215,952.70	37.62	3.690	1
Fund: MOODY PERF ARTS CENTER						
Investment Pools	1	4,762,908.53	4,762,908.53	1.75	3.776	1
Subtotal	1	4,762,908.53	4,762,908.53	1.75	3.776	1
Fund: Student Activity						
Investment Pools	1	488,091.86	488,091.86	0.18	3.776	1
Bank Accounts	1	326,554.49	326,554.49	0.12	0.050	1
Subtotal	2	814,646.35	814,646.35	0.30	2.283	1
Total and Average	33	273,518,374.46	271,711,175.66	100.00	3.711	67



Galveston ISD
Cash Reconciliation Report
 For the Period March 1, 2026 - March 31, 2026
 Grouped by Fund

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

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Bond 2022 Construction Fund											
03/19/2026	10318	BD 2022	Maturity	912797PV3	27,850,000.00	USTR 27.9M 3.85% Mat. 03/19/2026	03/19/2026	0.00	0.00	27,850,000.00	27,850,000.00
03/26/2026	10334	BD 2022	Purchase	912797UD7	12,450,000.00	USTR 12.5M 3.61% Mat. 03/18/2027	03/18/2027	-12,004,851.20	0.00	0.00	-12,004,851.20
Subtotal								-12,004,851.20	0.00	27,850,000.00	15,845,148.80
Total								-12,004,851.20	0.00	27,850,000.00	15,845,148.80



**Galveston ISD
Purchases Report
Sorted by Fund - Purchase Date
March 1, 2026 - March 31, 2026**

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

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
Bond 2022 Construction Fund													
912797UD7	10334	BD 2022	ATD	USTR	12,450,000.00	03/26/2026	03/18 - At Maturity	12,004,851.20		3.606	03/18/2027	3.757	12,012,332.69
				Subtotal	12,450,000.00			12,004,851.20	0.00				12,012,332.69
				Total Purchases	12,450,000.00			12,004,851.20	0.00				12,012,332.69



Galveston ISD
Maturity Report
Sorted by Maturity Date
Amounts due during March 1, 2026 - March 31, 2026

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

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
912797PV3	10318	BD 2022	ATD	USTR	27,850,000.00	03/19/2026	04/02/2025	3.852	27,850,000.00	0.00	27,850,000.00	0.00
			Total Maturities		27,850,000.00				27,850,000.00	0.00	27,850,000.00	0.00



Galveston ISD
Interest Earnings
 Sorted by Fund - Maturity Date
 March 1, 2026 - March 31, 2026
 Yield on Beginning Book Value

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

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Bond 2022 Construction Fund												
TX BD 2022	10284	BD 2022	RRP	24,659,200.56	26,826,391.18	24,659,200.56		3.776	3.635	82,809.38	0.00	82,809.38
FID BOND MM	10286	BD 2022	RR3	16,039,038.38	166,661.19	16,039,038.38		3.380	192.362	27,228.39	0.00	27,228.39
MB BD CON 2022	10287	BD 2022	RR2	459,044.21	1,024,594.27	459,044.21		0.050	0.048	41.62	0.00	41.62
912797PV3	10318	BD 2022	ATD	0.00	27,796,363.33	0.00	03/19/2026	3.852	3.913	0.00	53,636.67	53,636.67
912797QD2	10319	BD 2022	ATD	11,680,000.00	11,623,423.99	11,661,551.30	04/16/2026	3.791	3.862	0.00	38,127.31	38,127.31
912797QN0	10320	BD 2022	ATD	10,400,000.00	10,315,989.44	10,351,183.06	05/14/2026	3.930	4.017	0.00	35,193.62	35,193.62
912797QX8	10325	BD 2022	ATD	11,370,000.00	11,246,725.59	11,284,191.34	06/11/2026	3.827	3.922	0.00	37,465.75	37,465.75
912797RF6	10326	BD 2022	ATD	15,925,000.00	15,701,044.57	15,754,449.33	07/09/2026	3.895	4.005	0.00	53,404.76	53,404.76
912797RF6	10327	BD 2022	ATD	497,000.00	490,211.41	491,830.23	07/09/2026	3.787	3.888	0.00	1,618.82	1,618.82
912797RS8	10328	BD 2022	ATD	5,248,000.00	5,153,513.25	5,169,261.04	09/03/2026	3.485	3.598	0.00	15,747.79	15,747.79
912797SK4	10331	BD 2022	ATD	7,257,000.00	7,083,833.20	7,106,015.72	10/29/2026	3.550	3.687	0.00	22,182.52	22,182.52
912797TC1	10332	BD 2022	ATD	7,250,000.00	7,045,957.19	7,067,183.12	12/24/2026	3.400	3.547	0.00	21,225.93	21,225.93
912797TV9	10333	BD 2022	ATD	20,700,000.00	20,011,512.05	20,071,803.37	02/18/2027	3.382	3.547	0.00	60,291.32	60,291.32
912797UD7	10334	BD 2022	ATD	12,450,000.00	0.00	12,012,332.69	03/18/2027	3.606	3.791	0.00	7,481.49	7,481.49
Subtotal				143,934,283.15	144,486,220.66	142,127,084.35			3.977	110,079.39	346,375.98	456,455.37
Fund: Building Proceed Funds												
TX BLDG PROC FD	10330	BLDG FD	RRP	5,105,081.57	5,088,736.39	5,105,081.57		3.776	3.782	16,345.18	0.00	16,345.18
Subtotal				5,105,081.57	5,088,736.39	5,105,081.57			3.782	16,345.18	0.00	16,345.18
Fund: Child Nutrition												
TX DLY 1227-08	10235	CN	RRP	838,024.54	835,415.18	838,024.54		3.680	3.678	2,609.36	0.00	2,609.36
MB CN 7619	10245	CN	RR2	375,671.14	444,677.24	375,671.14		0.050	0.038	14.38	0.00	14.38
TX CNS-0005	10282	CN	RRP	3,682,961.05	3,703,270.05	3,682,961.05		3.776	3.795	11,937.46	0.00	11,937.46
Subtotal				4,896,656.73	4,983,362.47	4,896,656.73			3.440	14,561.20	0.00	14,561.20
Fund: Interest & Sinking												
TX DLY 1227-04	10232	DS	RRP	247,032.26	246,263.07	247,032.26		3.680	3.678	769.19	0.00	769.19
TX DEBT-0002	10238	DS	RRP	8,308,233.51	7,389,396.27	8,308,233.51		3.776	4.075	25,575.40	0.00	25,575.40
MB DS 2049	10243	DS	RR2	2,049,142.77	2,049,058.56	2,049,142.77		0.050	0.048	84.21	0.00	84.21
MB DS MM 7635	10244	DS	RR3	1,184,436.89	1,181,387.94	1,184,436.89		3.140	3.039	3,048.95	0.00	3,048.95

Galveston ISD
Interest Earnings
March 1, 2026 - March 31, 2026

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Subtotal				11,788,845.43	10,866,105.84	11,788,845.43			3.194	29,477.75	0.00	29,477.75
Fund: General Operating												
TX DLY 1227-02	10231	GEN OP	RRP	12,797,352.41	12,757,505.18	12,797,352.41		3.680	3.678	39,847.23	0.00	39,847.23
TX GEN-0001	10237	GEN OP	RRP	75,453,300.92	76,444,055.29	75,453,300.92		3.776	3.741	242,887.63	0.00	242,887.63
MB GEN 7601	10246	GEN OP	RR2	2,406,426.46	4,405,103.99	2,406,426.46		0.050	0.031	117.33	0.00	117.33
MB GEN 0616	10293	GEN OP	RR2	11,558,801.50	11,521,868.38	11,558,801.50		3.900	3.774	36,933.12	0.00	36,933.12
MB SCH CSH 1600	10305	GEN OP	RR2	71.41	33.36	71.41		0.060	1.059	0.03	0.00	0.03
Subtotal				102,215,952.70	105,128,566.20	102,215,952.70			3.582	319,785.34	0.00	319,785.34
Fund: MOODY PERF ARTS CENTER												
TX MPAC-0008	10324	MPAC	RRP	4,762,908.53	4,761,522.54	4,762,908.53		3.776	3.772	15,252.49	0.00	15,252.49
Subtotal				4,762,908.53	4,761,522.54	4,762,908.53			3.772	15,252.49	0.00	15,252.49
Fund: Student Activity												
TX ACT-0004	10240	STUACT	RRP	488,091.86	486,529.12	488,091.86		3.776	3.782	1,562.74	0.00	1,562.74
MB ACT 7627	10241	STUACT	RR2	326,554.49	340,901.63	326,554.49		0.050	0.049	14.23	0.00	14.23
Subtotal				814,646.35	827,430.75	814,646.35			2.244	1,576.97	0.00	1,576.97
Total				273,518,374.46	276,141,944.85	271,711,175.66			3.766	507,078.32	346,375.98	853,454.30



Galveston ISD
Accrued Interest
Sorted by Fund - Maturity Date
March 1, 2026 - March 31, 2026

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

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Bond 2018 Construction Fund										
MB BD CON 2056	10242	RR2	0.00			0.00	0.00	0.00	0.00	0.00
		Subtotal	0.00			0.00	0.00	0.00	0.00	0.00
Bond 2022 Construction Fund										
TX BD 2022	10284	RRP	24,659,200.56		3.776	0.00	0.00	82,809.38	82,809.38	0.00
TX DLY 1227-05	10233	RRP	0.00			0.00	0.00	0.00	0.00	0.00
MB BD CON 2022	10287	RR2	459,044.21		0.050	0.00	0.00	41.62	41.62	0.00
FID BOND MM	10286	RR3	16,039,038.38		3.380	0.00	0.00	27,228.39	27,228.39	0.00
912797PV3	10318	ATD	0.00	03/19/2026	3.852	0.00	0.00	0.00	0.00	0.00
912797QD2	10319	ATD	11,680,000.00	04/16/2026	3.791	0.00	0.00	0.00	0.00	0.00
912797QN0	10320	ATD	10,400,000.00	05/14/2026	3.930	0.00	0.00	0.00	0.00	0.00
912797QX8	10325	ATD	11,370,000.00	06/11/2026	3.827	0.00	0.00	0.00	0.00	0.00
912797RF6	10326	ATD	15,925,000.00	07/09/2026	3.895	0.00	0.00	0.00	0.00	0.00
912797RF6	10327	ATD	497,000.00	07/09/2026	3.787	0.00	0.00	0.00	0.00	0.00
912797RS8	10328	ATD	5,248,000.00	09/03/2026	3.485	0.00	0.00	0.00	0.00	0.00
912797SK4	10331	ATD	7,257,000.00	10/29/2026	3.550	0.00	0.00	0.00	0.00	0.00
912797TC1	10332	ATD	7,250,000.00	12/24/2026	3.400	0.00	0.00	0.00	0.00	0.00
912797TV9	10333	ATD	20,700,000.00	02/18/2027	3.382	0.00	0.00	0.00	0.00	0.00
912797UD7	10334	ATD	12,450,000.00	03/18/2027	3.606	0.00	0.00	0.00	0.00	0.00
		Subtotal	143,934,283.15			0.00	0.00	110,079.39	110,079.39	0.00
Bond 2023 Construction Fund										
TX BD 2023	10291	RRP	0.00			0.00	0.00	0.00	0.00	0.00
MB 23 BND 5610	10292	RR2	0.00			0.00	0.00	0.00	0.00	0.00
		Subtotal	0.00			0.00	0.00	0.00	0.00	0.00
Building Proceed Funds										
TX BLDG PROC FD	10330	RRP	5,105,081.57		3.776	0.00	0.00	16,345.18	16,345.18	0.00
		Subtotal	5,105,081.57			0.00	0.00	16,345.18	16,345.18	0.00
Child Nutrition										
TX CNS-0005	10282	RRP	3,682,961.05		3.776	0.00	0.00	11,937.46	11,937.46	0.00
TX DLY 1227-08	10235	RRP	838,024.54		3.680	0.00	0.00	2,609.36	2,609.36	0.00
MB CN 7619	10245	RR2	375,671.14		0.050	0.00	0.00	14.38	14.38	0.00
		Subtotal	4,896,656.73			0.00	0.00	14,561.20	14,561.20	0.00

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

Galveston ISD
Accrued Interest
Sorted by Fund - Maturity Date

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Interest & Sinking										
TX DEBT-0002	10238	RRP	8,308,233.51		3.776	0.00	0.00	25,575.40	25,575.40	0.00
TX DLY 1227-04	10232	RRP	247,032.26		3.680	0.00	0.00	769.19	769.19	0.00
MB DS 2049	10243	RR2	2,049,142.77		0.050	0.00	0.00	84.21	84.21	0.00
MB DS MM 7635	10244	RR3	1,184,436.89		3.140	0.00	0.00	3,048.95	3,048.95	0.00
		Subtotal	11,788,845.43			0.00	0.00	29,477.75	29,477.75	0.00
General Operating										
TX GEN-0001	10237	RRP	75,453,300.92		3.776	0.00	0.00	242,887.63	242,887.63	0.00
TX DLY 1227-02	10231	RRP	12,797,352.41		3.680	0.00	0.00	39,847.23	39,847.23	0.00
MB GEN 7601	10246	RR2	2,406,426.46		0.050	0.00	0.00	117.33	117.33	0.00
MB GEN 0616	10293	RR2	11,558,801.50		3.900	0.00	0.00	36,933.12	36,933.12	0.00
MB SCH CSH 1600	10305	RR2	71.41		0.060	0.00	0.00	0.03	0.03	0.00
		Subtotal	102,215,952.70			0.00	0.00	319,785.34	319,785.34	0.00
MOODY PERF ARTS CENTER										
TX MPAC-0008	10324	RRP	4,762,908.53		3.776	0.00	0.00	15,252.49	15,252.49	0.00
		Subtotal	4,762,908.53			0.00	0.00	15,252.49	15,252.49	0.00
Student Activity										
TX ACT-0004	10240	RRP	488,091.86		3.776	0.00	0.00	1,562.74	1,562.74	0.00
MB ACT 7627	10241	RR2	326,554.49		0.050	0.00	0.00	14.23	14.23	0.00
		Subtotal	814,646.35			0.00	0.00	1,576.97	1,576.97	0.00
		Total	273,518,374.46			0.00	0.00	507,078.32	507,078.32	0.00

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



**Galveston ISD
Inventory by Maturity Report
March 31, 2026**

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

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity/Call Date	Maturity Amount	Total Days	Par Value	YTM/YTC		Days to Mat./Call
												360	365	
912797QD2	10319	BD 2022	ATD	US Treasury	04/21/2025	11,661,551.30	3.791	04/16/2026	11,680,000.00	360	11,680,000.00	3.957	4.011	15
912797QN0	10320	BD 2022	ATD	US Treasury	05/19/2025	10,351,183.06	3.930	05/14/2026	10,400,000.00	360	10,400,000.00	4.106	4.163	43
912797QX8	10325	BD 2022	ATD	US Treasury	07/03/2025	11,284,191.34	3.827	06/11/2026	11,370,000.00	343	11,370,000.00	3.990	4.045	71
912797RF6	10326	BD 2022	ATD	US Treasury	07/11/2025	15,754,449.33	3.895	07/09/2026	15,925,000.00	363	15,925,000.00	4.069	4.125	99
912797RF6	10327	BD 2022	ATD	US Treasury	08/19/2025	491,830.23	3.787	07/09/2026	497,000.00	324	497,000.00	3.941	3.996	99
912797RS8	10328	BD 2022	ATD	US Treasury	09/16/2025	5,169,261.04	3.485	09/03/2026	5,248,000.00	352	5,248,000.00	3.626	3.677	155
912797SK4	10331	BD 2022	ATD	US Treasury	11/03/2025	7,106,015.72	3.550	10/29/2026	7,257,000.00	360	7,257,000.00	3.698	3.749	211
912797TC1	10332	BD 2022	ATD	US Treasury	12/26/2025	7,067,183.12	3.400	12/24/2026	7,250,000.00	363	7,250,000.00	3.539	3.588	267
912797TV9	10333	BD 2022	ATD	US Treasury	02/26/2026	20,071,803.37	3.382	02/18/2027	20,700,000.00	357	20,700,000.00	3.518	3.567	323
912797UD7	10334	BD 2022	ATD	US Treasury	03/26/2026	12,012,332.69	3.606	03/18/2027	12,450,000.00	357	12,450,000.00	3.757	3.809	351
Subtotal and Average						100,969,801.20			102,777,000.00		102,777,000.00	3.818	3.871	177
Net Maturities and Average						100,969,801.20			102,777,000.00		102,777,000.00	3.818	3.871	177



Galveston ISD
Projected Cashflow Report
Sorted by Monthly
For the Period April 1, 2026 - September 30, 2026

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

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
April 2026										
04/16/2026	10319	BD 2022	912797QD2	Maturity	US Treasury	11,680,000.00	11,237,211.20	11,680,000.00	0.00	11,680,000.00
Total for April 2026						11,680,000.00	11,237,211.20	11,680,000.00	0.00	11,680,000.00
May 2026										
05/14/2026	10320	BD 2022	912797QN0	Maturity	US Treasury	10,400,000.00	9,991,280.00	10,400,000.00	0.00	10,400,000.00
Total for May 2026						10,400,000.00	9,991,280.00	10,400,000.00	0.00	10,400,000.00
June 2026										
06/11/2026	10325	BD 2022	912797QX8	Maturity	US Treasury	11,370,000.00	10,955,439.57	11,370,000.00	0.00	11,370,000.00
Total for June 2026						11,370,000.00	10,955,439.57	11,370,000.00	0.00	11,370,000.00
July 2026										
07/09/2026	10326	BD 2022	912797RF6	Maturity	US Treasury	15,925,000.00	15,299,627.53	15,925,000.00	0.00	15,925,000.00
07/09/2026	10327	BD 2022	912797RF6	Maturity	US Treasury	497,000.00	480,060.75	497,000.00	0.00	497,000.00
Total for July 2026						16,422,000.00	15,779,688.28	16,422,000.00	0.00	16,422,000.00
September 2026										
09/03/2026	10328	BD 2022	912797RS8	Maturity	US Treasury	5,248,000.00	5,069,166.37	5,248,000.00	0.00	5,248,000.00
Total for September 2026						5,248,000.00	5,069,166.37	5,248,000.00	0.00	5,248,000.00
GRAND TOTALS:						55,120,000.00	53,032,785.42	55,120,000.00	0.00	55,120,000.00

GLOSSARY	
PAR VALUE	The face value of investment.
MARKET VALUE	The face value multiplied by the market price. It is the last reported price from the report date.
BOOK VALUE	The cost of a bond, plus or minus adjustments for purchase discount or premium adjustments.
AMORTIZATION/ACCRETION	Amortization (accretion) is the process of reducing (increasing) the original cost of the investment on a daily basis in order to equal par value at maturity. Amortization calculations vary by investment type and the basis associated with the type of investment.
SECURITY TYPE DEFINITIONS	Security types are broad category of investments with similar characteristics and risk features such as agency securities, corporate bonds, municipal bonds, and money markets. Codes within the system are utilized to make calculations based on the underlying security. Security type labels are customizable.
CPI	TexasTERM
ACP	Commercial Paper Discounted - Amortizing
MC1	Municipal Bonds
RR3	Money Market Accounts
PA1	Passbook/Checking Accounts
RRP	Investment Pools
TRC	Treasury Coupon Securities
PURCHASE PRINCIPAL	The original cost of the bond. Par value multiplied by purchase price.
PREMIUM/DISCOUNT	A bond with price below 100 is discount. A bond with price above 100 is premium.
ADJUSTED INTEREST EARNINGS	Net between interest earned and amortization/accretion adjustments within a report period.
EFFECTIVE RATE OF RETURN	Interest earnings adjusted for amortization of premiums and accretion for discounts plus any realized gain or loss divided by the average daily balance of the portfolio divided by 365 and then multiplied by the actual days in the report period.
YIELD TO MATURITY	The yield of an investment as of the purchase date assuming that the bond is held to maturity.
YTM 360	The yield is based on a hypothetical year that has only 360 days.
YTM 365	The yield is based on a 365-day year.
REMAINING COST	The original cost of an investment taking into consideration any partial sales or redemptions for the par value that remains.
STATED RATE	Coupon rate (yield the bond paid on its issue date).
CURRENT RATE	A bond's annual return based on its annual coupon payments and current price (as opposed to its original price or face).

Statement Disclosures

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

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

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

GALVESTON ISD
TAX COLLECTIONS BY FUND
AS OF 3/31/26

FUND	FUND	OBJ	OBJ	Revised Budget 2025-2026	FYTD Activity 2025-2026	March 2025-2026 Monthly Activity	2025-26 FYTD (UNDER)/Over Budget
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	\$ 90,788,080	\$ 83,850,308	\$ 3,370,506	\$ (6,937,772)
199	GENERAL FUND	5712	TAXES-DELINQUENT	\$ 1,207,481	\$ 1,007,320	\$ 39,647	\$ (200,161)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 1,015,000	\$ 704,298	\$ 278,862	\$ (310,702)
FUND TOTAL				\$ 93,010,561	\$ 85,561,926	\$ 3,689,015	\$ (7,448,635)
YTD AS A % OF BUDGET				92.0%			

FUND	FUND	OBJ	OBJ	Revised Budget 2025-2026	FYTD Activity 2025-2026	March 2025-2026 Monthly Activity	2025-26 FYTD (UNDER)/Over Budget
599	DEBT SERVICE FUND	5711	TAXES-CURRENT YEAR	\$ 22,076,700	\$ 20,388,898	\$ 819,597	\$ (1,687,802)
599	DEBT SERVICE FUND	5712	TAXES-DELINQUENT	\$ 293,620	\$ 224,893	\$ 7,292	\$ (68,727)
599	DEBT SERVICE FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 125,000	\$ 155,324	\$ 66,373	\$ 30,324
FUND TOTAL				\$ 22,495,320	\$ 20,769,115	\$ 893,262	\$ (1,726,205)
YTD AS A % OF BUDGET				92.3%			

Galveston Independent School District
Bond 2022/2023 Construction Expenditures
 As of March 31, 2026

Original Allocation

Revised Allocation

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

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

Project Expenditures not budgeted \$ (5,658,280) Revised amt from reallocation
 Bond Funds Interest Earned through Feb 2 \$ 8,763,467
 Excess Interest Earned \$ 3,105,187

Interest is included in Balance

Object	Project Name	Prop Code	Description of Expenditure	Revised Bond 2022 Project Budget August 2024	Interest Earned on Bond	Bond Resolution FY21 & FY23	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Encumbrances	Balance	Total Expenditures to Date	
6100s	New Ball High School	A	Executive Operations Director	240,000					123,772	126,169	75,601	0	(85,542)	325,542	
6619			Land	0					3,176,186	367	0	0	(3,176,553)	3,176,553	
6629			Construction	198,533,404	7,164,408			2,124,166	46,816,175	63,798,388	51,745,573	46,262,027	(5,048,517)	210,746,329	
6628			Architect Fees	14,348,058			162,960	6,991,320	1,283,935	3,322,245	964,723	4,954,987	(3,332,112)	17,801,169	
6626			Attorney Fees	300,000			19,244	136,032	453	621	0	0	143,650	156,350	
6625			Program Management Fees	2,108,280			66,064	141,898	442,972	507,356	440,490	1,916,627	(1,407,127)	3,515,407	
6627			Surveys, Testing and Reimb.	701,400				343,590	334,895	104,098	298,937	226,555	(606,676)	1,308,076	
6639			Furniture, Fixtures and Equipment	6,450,000				53,026	882	2,821	39,266	3,613,371	2,740,634	3,709,366	
6638			Technology	3,250,000				12,792	12,792	10,954	488,582	33,866	2,703,806	546,194	
				Bond Related Expenses					254,860					(254,860)	254,860
			TOTAL	225,931,142	7,164,408	0	248,268	9,790,032	52,446,923	67,873,019	54,053,172	57,007,434	(8,323,298)	241,418,847	
											184,411,414				
6629	Ball High School Natatorium	B	Construction	9,857,782	260,506			0	541		203958	12,642,366	(2,728,577)	12,846,865	
6628			Architect Fees	3,000,000				467,858	244,449	(1,321)	30,384	2,047,580	211,050	2,788,950	
6626			Attorney Fees	5,000				930	0	0	0	0	4,070	930	
6625			Program Management Fees	5,000				674	350	0	0	0	3,976	1,024	
6627			Surveys, Testing and Reimb.	1,383,208				4,298	14,432	5,649	456	221,262	1,137,111	246,097	
6639			Furniture, Fixtures and Equipment	1,152,673				0	0	0	0	0	1,152,673	0	
6638			Technology	576,337				0	0	0	0	0	576,337	0	
				TOTAL	15,980,000	260,506	0	0	473,760	259,772	4,329	234,798	14,911,208	356,640	15,883,867
			TOTAL BHS & NATATORIUM	241,911,142	7,424,914	0	248,268	10,263,792	52,706,695	67,877,348	54,287,970	71,918,642	(7,966,658)	257,302,714	
6631	Transportation	A	Buses (13 total - 10 remaining)	1,651,161	45,975			451,854	59,900	1,285,580	0		(100,198)	1,797,334	
6631			White Fleet	1,075,712				185,765	607,595	310,665	4828	2,626		1,111,479	
6631			Police Vehicles	0				0	0	0	0	0	0	0	
6638			SMART-Tag Student Management Soft	93,313				0	0	0	0	0	0	93,313	
				TOTAL	2,820,186	45,975	0	0	637,619	667,495	1,596,245	4,828	2,626	(42,652)	2,908,813
	Bond Resolutions	A	Capital Expenditures in FY 2022												
			Pre-bond planning - VLK Achitects	178,000	0	178,000								0	178,000
			Parker Elementary HVAC	543,593		543,593								0	543,593
			200KW Generator for Admin Support (144,500		144,500								0	144,500
			Real Property - 4221 Ave. N 1/2	195,000		195,000								0	195,000
			TOTAL	1,061,093	0	1,061,093	0	0	0	0	0	0	0	1,061,093	

Galveston Independent School District
Bond 2022/2023 Construction Expenditures
Bond As of March 31, 2026

Object	Project Name	Prop Code	Description of Expenditure	Revised Bond 2022	Interest Earned on Bond	Resolution FY21 & FY23	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Encumbrances	Balance	Total Expenditures
				Project Budget August 2024										
Middle Schools Renovations														
6629	Austin	C	Construction	7,870,418	137,293		0	2,197,993	871,889	24,842	0	4,912,987	3,094,724	
6628			Architect Fees	290,940			0	167,972	1,888	9,412	62,328	49,340	241,600	
6626			Attorney Fees	5,000			0	0		0	0	5,000	0	
6625			Program Management Fees	98,642			8,419	110,673	12,149	0	0	(32,599)	131,241	
6627			Surveys, Testing and Reimb.	35,000			5,800	30,889	18,636	1,488	0	(21,813)	56,813	
6639			Furniture, Fixtures and Equipment	300,000			0	166,477	63,583	7,232	3,694	59,014	240,986	
6638			Technology	300,000			0	25,433	20,407	7,006	0	247,154	52,845	
TOTAL MS Renovation at Austin				8,900,000	137,293	0	0	14,219	2,699,437	988,552	49,980	66,021	5,219,084	3,818,208
6629	Central	C	Construction	7,417,474	137,865		521,864	3,501,786	3,002,008	196,291	14,585	25,134	293,671	7,261,668
6628			Architect Fees	411,095				527,962	(172,259)	676	0	461,424	(406,707)	817,802
6626			Attorney Fees	0			0	0	0	0	0	0	0	0
6625			Program Management Fees	194,724			68,565	133,808	9,371	0	0	(17,020)	211,744	
6627			Surveys, Testing and Reimb.	10,063			63	0	8,404	0	11,596	(10,000)	20,063	
6639			Furniture, Fixtures and Equipment	179,816			96,233	88,074	6,023	6,161	0	(16,675)	196,491	
6638			Technology	300,063			0	180	8,823	8,823	81,690	0	209,370	90,693
Bond Resolutions - roof repairs								1,567,236			0		(1,567,236)	1,567,236
TOTAL MS Renovation at Central				8,513,235	137,865	0	618,097	4,186,450	4,536,995	229,725	96,275	498,154	(1,514,597)	10,165,977
6629	Weis	C	Construction	11,771,571	374,176			1,005,172	5,516,903	1,019,755	123,632	0	4,480,286	7,665,462
6628			Architect Fees	937,294				525,366	(81,652)	26,588	0	411,928	55,063	882,231
6626			Attorney Fees	0			0	0	0	0	0	0	0	0
6625			Program Management Fees	0			39,610	118,564	18,887	4,843	16,459	(198,363)	198,363	
6627			Surveys, Testing and Reimb.	313,310			3,800	63,684	1,400	9,880	26,341	208,205	105,105	
6639			Furniture, Fixtures and Equipment	1,093,510				38,548	335,362	39,475	9,411	38,076	632,638	460,872
6638			Technology	781,079				0	68,073	150,632	205,485	0	356,889	424,190
TOTAL MS Renovation at Weis				14,896,764	374,176	0	0	1,612,496	6,020,934	1,256,737	353,251	492,804	5,534,719	9,736,222
TOTAL Middle School Renovations				32,309,999	649,335	0	618,097	5,813,166	13,257,365	2,475,014	499,506	1,056,979	9,239,206	23,720,127
6629	TF to CMS	C	Construction (M31/M32)	0				216,062	(216,062)		11,262		(11,262)	11,262
6629	Alamo		Technology	0				0	0		3,680	13,143	(16,823)	16,823
6629	Burnet		Construction	0				2,540	30,339		3,776	12,867	(49,522)	49,522
6629	MECC		Construction	0				18,980			66,948	0	(85,928)	85,928
6629	Morgan		Construction	0				38,141			0	0	(38,141)	38,141
6629	OPPE		Construction & Technology	0				74,337	2,013		0	2,253	(78,603)	78,603
6629	Parker		Construction	0				15,553			12,420	17,884	(45,857)	45,857
6629	Transportation Roof		Construction	850,000				0	0		716,922	34,319	98,759	751,241
6629	Maintenance		Construction	0				0	0		7,050	0	0	7,050
6629	Spoor Field		Construction	0				0	0		75,300	0	0	75,300
TOTAL Misc/Elementary Renovations				850,000	0	0	0	216,062	(66,511)	32,352	897,357	80,467	(227,377)	1,159,727
6625	Technology	D	Program Management Fees	100,000	82,660			1,843	0			44,030	136,787	45,873
6638			Hardware and Infrastructure	792,000				164,294	229,869	209,925	159,212	0	28,700	763,300
6638			Classroom devices and audio	3,643,000				282,688	41,402	398,849	1,422,786	12,940	1,484,335	2,158,665
Total Technology				4,535,000	82,660	0	0	448,825	271,271	608,774	1,581,998	56,970	1,649,822	2,967,837
6629	Courville Stadium	E	Design and Construction	23,288,391	560,584		50,000	18,002,823	3,093,803	2,261,995	632,263	107,688	24,148,572	24,148,572
6628			Architect Fees	221,400			0	219,000	15,900	40,675	17,164	21,200	313,939	313,939
6626			Attorney Fees	20,000			4,185	2,022	11,646		0	0	17,853	17,853
6625			Program Management Fees	757,524			0	453,228	244,060	75,152	43,191	23,893	839,524	839,524
6627			Surveys, Testing and Reimb.	150,000			1,000	59,420	64,154	21,777	24,100	424	170,876	170,876
6631			Vehicles > \$5K	11,110			0	11,110	0		0	0	11,110	11,110
6639			Furniture, Fixtures and Equipment	226,000			0	75,867	142,704		31,024	0	249,595	249,595
6638			Technology	30,517			0	24,000	11,032	47,380	14,961	0	97,373	97,373
TOTAL				24,704,942	560,584	0	55,185	18,847,470	3,583,299	2,446,979	762,703	153,205	25,848,841	25,848,841
GRAND TOTALS				308,192,362	8,763,468	1,061,093	921,550	36,226,934	70,419,614	75,036,712	58,034,362	73,268,888	28,501,181	314,969,152

BOND 2022 & 2023 INTEREST

**Galveston Independent School District
Bond 2022 & 2023 Interest Earnings
As of March 31, 2026**

	Moody Bank 2022		Texas Class 2022		Moody Bank 2023		Texas Class 2023	
Total Interest Earned	Bond Constr	Bond Constr	Bond Constr	Bond Constr	Bond Constr	Bond Constr	Bond Constr	
Aug-22	\$ 32,755	\$ 32,755	\$ -	\$ -	\$ -	\$ -	\$ -	
Sep-22	\$ 402,692	\$ 8	\$ 402,684	\$ -	\$ -	\$ -	\$ -	
Oct-22	\$ 134,569	\$ 44	\$ 134,524	\$ -	\$ -	\$ -	\$ -	
Nov-22	\$ 149,647	\$ 67	\$ 149,580	\$ -	\$ -	\$ -	\$ -	
Dec-22	\$ 172,618	\$ 53	\$ 172,565	\$ -	\$ -	\$ -	\$ -	
Jan-23	\$ 180,790	\$ 48	\$ 180,743	\$ -	\$ -	\$ -	\$ -	
Feb-23	\$ 164,978	\$ 43	\$ 164,936	\$ -	\$ -	\$ -	\$ -	
Mar-23	\$ 177,198	\$ 92	\$ 177,106	\$ -	\$ -	\$ -	\$ -	
Apr-23	\$ 168,717	\$ 90	\$ 168,627	\$ -	\$ -	\$ -	\$ -	
May-23	\$ 431,487	\$ 76	\$ 168,125	\$ 38	\$ 263,247	\$ -	\$ -	
Jun-23	\$ 422,195	\$ 102	\$ 158,591	\$ 125	\$ 263,376	\$ -	\$ -	
Jul-23	\$ 413,532	\$ 168	\$ 142,117	\$ 130	\$ 271,117	\$ -	\$ -	
Aug-23	\$ 377,989	\$ 210	\$ 103,865	\$ 149	\$ 273,765	\$ -	\$ -	
Sep-23	\$ 360,650	\$ 160	\$ 92,637	\$ 126	\$ 267,727	\$ -	\$ -	
Oct-23	\$ 343,499	\$ 112	\$ 78,582	\$ 206	\$ 264,599	\$ -	\$ -	
Nov-23	\$ 307,557	\$ 55	\$ 75,347	\$ 234	\$ 231,920	\$ -	\$ -	
Dec-23	\$ 316,657	\$ 45	\$ 76,156	\$ 164	\$ 240,292	\$ -	\$ -	
Jan-24	\$ 313,233	\$ 41	\$ 73,860	\$ 82	\$ 239,250	\$ -	\$ -	
Feb-24	\$ 280,069	\$ 47	\$ 64,108	\$ 84	\$ 215,830	\$ -	\$ -	
Mar-24	\$ 281,237	\$ 61	\$ 59,879	\$ 73	\$ 221,225	\$ -	\$ -	
Apr-24	\$ 229,978	\$ 80	\$ 50,876	\$ 151	\$ 178,871	\$ -	\$ -	
May-24	\$ 182,286	\$ 93	\$ 47,478	\$ 106	\$ 134,609	\$ -	\$ -	
Jun-24	\$ 165,695	\$ 60	\$ 42,810	\$ 124	\$ 122,702	\$ -	\$ -	
Jul-24	\$ 151,217	\$ 62	\$ 37,928	\$ 45	\$ 113,183	\$ -	\$ -	
Aug-24	\$ 137,113	\$ 50	\$ 31,218	\$ 51	\$ 105,794	\$ -	\$ -	
Sep-24	\$ 118,128	\$ 111	\$ 42,358	\$ 120	\$ 75,539	\$ -	\$ -	
Oct-24	\$ 154,570	\$ 94	\$ 102,100	\$ 142	\$ 52,234	\$ -	\$ -	
Nov-24	\$ 162,952	\$ 79	\$ 131,542	\$ 68	\$ 31,263	\$ -	\$ -	
Dec-24	\$ 225,011	\$ 175	\$ 202,664	\$ 69	\$ 22,102	\$ -	\$ -	
Jan-25	\$ 246,566	\$ 105	\$ 233,495	\$ 31	\$ 12,935	\$ -	\$ -	
Feb-25	\$ 183,710	\$ 119	\$ 171,968	\$ 26	\$ 11,597	\$ -	\$ -	
Mar-25	\$ 185,414	\$ 120	\$ 172,542	\$ 27	\$ 12,725	\$ -	\$ -	
Apr-25	\$ 148,043	\$ 107	\$ 144,620	\$ 7	\$ 3,309	\$ -	\$ -	
May-25	\$ 140,072	\$ 100	\$ 139,968	\$ -	\$ 4	\$ -	\$ -	
Jun-25	\$ 133,317	\$ 71	\$ 133,246	\$ -	\$ -	\$ -	\$ -	
Jul-25	\$ 130,106	\$ 38	\$ 130,068	\$ -	\$ -	\$ -	\$ -	
Aug-25	\$ 123,585	\$ 55	\$ 123,530	\$ -	\$ -	\$ -	\$ -	
Sep-25	\$ 90,099	\$ 112	\$ 89,987	\$ -	\$ -	\$ -	\$ -	
Oct-25	\$ 87,124	\$ 57	\$ 87,068	\$ -	\$ -	\$ -	\$ -	
Nov-25	\$ 79,037	\$ 91	\$ 78,945	\$ -	\$ -	\$ -	\$ -	
Dec-25	\$ 51,776	\$ 171	\$ 51,605	\$ -	\$ -	\$ -	\$ -	
Jan-26	\$ 52,769	\$ 125	\$ 52,644	\$ -	\$ -	\$ -	\$ -	
Feb-26	\$ 69,982	\$ 58	\$ 69,923	\$ -	\$ -	\$ -	\$ -	
Mar-26	\$ 82,851	\$ 42	\$ 82,809	\$ -	\$ -	\$ -	\$ -	
Total Interest Earned	\$ 8,763,468	\$ 36,450	\$ 5,095,424	\$ 2,378	\$ 3,629,215			

Total Interest by Bond

5,131,874

3,631,594

VENDOR	AMOUNT
GIA INSURANCE AGENCY, LLC	1,853,740.93
GLAZIER FOODS COMPANY	1,332,328.80
TRINITY CHARTER SCHOOLS	1,142,176.98
MOODY EARLY CHILDHOOD CENTER	1,032,800.00
RELIANT ENERGY DEPT 0954	619,614.03
GALVESTON COLLEGE	598,010.41
GALVESTON CENTRAL APPRAISAL DISTRICT	585,146.00
HILAND DAIRY FOODS COMPANY, LLC	228,479.14
AMAZON CAPITAL SERVICES	223,411.81
CITY OF GALVESTON	215,184.67
SKYWARD, INC	188,146.00
TASB RISK MGMT FUND PROPERTY CASUALTY	187,068.09
HARDIES FRESH FOODS	175,655.37
MANSFILED OIL COMPANY OF GAINESVILLE	152,748.47
EF FBO NATIONAL RECRUITING CONSULTANTS, CO	143,756.25
KLEEN SUPPLY CO	108,161.90
SNAP-ON INDUSTRIAL	106,949.15
COBURN SUPPLY CO	95,696.15
SEAGULL STUDENT SERVICES LLC	89,712.00
THOMPSON & HORTON LP	89,628.10
REGION 4 EDUCATION SERVICE CENTER	88,348.55
CHALLENGE OFFICE PRODUCTS INC	85,976.50
GBCDHH	84,526.52
DELL MARKETING LP	81,720.75
NANCY L FOREMAN & ASSOCIATES LLC	80,695.00
TEXAS GAS SERVICE	79,860.05
REPUBLIC SERVICES #853	79,036.18
HARRIS COUNTY DEPARTMENT OF EDUCATION	78,569.24
KICKSTART KIDS	78,000.00
TRIMARK USA, LLC	77,925.19
FUNCTION4 LLC	75,889.33
COMMUNITIES IN SCHOOLS OF GALVESTON COUNTY	75,500.00
AT&T	75,403.82
TEEN HEALTH CENTER, INC	74,450.00
FERGUSON FACILITIES SPPY #61	70,099.95
ENTERGY	65,018.08
GREATAMERICA FINANCIAL SERVICES CORPORATION	60,345.32
FRONTLINE TECHNOLOGIES GROUP LLC	57,791.80
PERDUE BRANDON FIELDER COLLINS & MOTT LLP	55,618.00
NEUHAUS EDUCATION CENTER	55,225.00
BSN SPORTS LLC	53,880.30
HOME DEPOT CREDIT SERVICES	50,915.61
CNC ROUTER AND PLASMA INC	50,124.00
Total Vendors that exceed \$50K	10,803,333.44

VENDOR	AMOUNT
GILBANE BUILDING COMPANY	28,147,468.54
CONNECTION PUBLIC SECTOR SOLUTIONS	1,102,009.00
STUDIO RED ARCHITECTS, LP	1,014,586.01
M SCOTT CONSTRUCTION INC	738,191.13
ZERO SIX CONSULTING, LLC	409,198.50
PBK ARCHITECTS INC	371,482.24
HOWARD IND., INC	317,729.00
BROOME WELDING & MACHINE CO INC	233,879.00
BLUUM USA, INC.	217,683.30
AUDIO ENHANCEMENT INC.	210,998.31
SHI GOVERNMENT SOLUTIONS INC.	204,887.05
CRESCENT ENGINEERING CO, INC.	180,130.57
COLTZER COMPANY, LLC	173,065.08
DELL MARKETING LP	161,205.30
PROVERBS 365 LEGACY, LLC	115,717.56
DYNAMIC GLASS, LLC	108,772.80
CHAMBERLIN HOUSTON LLC	105,427.08
STATERA TEST & BALANCE, LLC	93,800.00
ROBERTS AIR LLC	87,800.00
MICRO INTEGRATION	79,490.05
GIA INSURANCE AGENCY, LLC	61,344.00
LIVE MOBILE TECHNOLOGY INC.	50,880.00
LUCAS CONSTRUCTION CO., INC.	50,350.00
Total BOND Vendors that exceed \$50K	34,236,094.52

Full Name	Payments 2025/2026	Zip
1002 SEAWALL PROPERTY, LLC	871.20	77550
A-LINE AUTO PARTS	8,415.96	77551
A. SMECCA INC	460.20	77550
ADS CUSTOM SIGNS	5,415.00	77550
ALERT ALARMS BURGLAR & FIRE PROTECT	9,200.00	77550
ALISHA RENAE FULBRIGHT	2,609.00	77551
ANALISE WALLA	1,500.00	77554
ANNA LEIGH SARGENT	5,350.00	77551
BENNETT FLORAL	612.00	77550
BLACK OPTIX TINT	4,100.00	77551
BREEZEWAY CUSTOM SCREENPRINTING	11,462.50	77551
BROOME WELDING & MACHINE CO INC	235,051.60	77554
CATHY LEDOUX	702.19	77550
CENTERPOINT ENERGY HOUSTON ELECTRIC	2,705.00	77550
CHALMERS ACE HARDWARE	15,010.27	77550
CHEF MARY BASS, LLC	1,050.00	77550
CITY OF GALVESTON	238,536.77	77553
CITY OF GALVESTON	13,513.00	77550
CITY OF GALVESTON	78.00	77553
CLASSIC FORD GALVESTON	511.22	77554
COLTZER COMPANY, LLC	220,690.01	77550
COMMUNITIES IN SCHOOLS OF GALVESTON	75,500.00	77553
CRYSTAL JUAREZ	400.00	77551
EL NOPALITO RESTAURANT - ROSA D MAR	3,815.00	77550
FASTSIGNS	4,824.62	77551
GALVESTON BAGEL COMPANY, LLC	847.92	77550
GALVESTON CHAMBER OF COMMERCE	4,500.00	77550-1501
GALVESTON COLLEGE	722,926.21	77550
GALVESTON COUNTRY CLUB	6,811.35	77554
GALVESTON COUNTY TAX OFFICE	10,752.21	77550
GALVESTON ECONOMIC DEVELOPMENT PART	2,500.00	77553
GALVESTON LIMOUSINE SERVICE	17,237.00	77552
GALVESTON RENTALS, INC	5,903.58	77554
GALVESTON VETERINARY CLINIC	626.58	77551
GIA INSURANCE AGENCY, LLC	1,915,084.93	77552-6767
GINO'S ITALIAN RESTAURANT & PIZZERI	399.76	77551
GISD EDUCATIONAL FOUNDATION	20,792.50	77551
GOLF CART OF GALVESTON LLC	1,360.00	77550
GROUNDSWELL	20,000.00	77553
GULF COAST PALMS CORPORATION	1,200.00	77554
HENRY PORRETTO	300.00	77554
HICKS CO, W U-HAUL	1,715.21	77554
INDUSTRIAL MATERIAL CORP	204.81	77554

Full Name	Payments 2025/2026	Zip
JOAN Q NEWTON	1,500.00	77554
KACI STEPHENS NOBLE	2,080.00	77554
KEVIN ANTHONY	3,045.00	77554
KLEEN SUPPLY CO	131,928.93	77553
KRISTIN SUZANNE BOUVIER	1,500.00	77551
LISTER PLUMBING CO	2,980.00	77553
LITTLE BIRD AERIAL INTELLIGENCE , I	850.00	77554
MAISEL-HINSON MAINLAND FLORAL INC	180.00	77550
MARIO'S RISTORANTE	3,533.68	77551
MARTY'S CITY AUTO INC	6,249.17	77550
MARTY'S TOWING LLC	170.00	77550
MARY CATHERINE MUNSON	45.96	77551
MARY JEAN SARGENT	680.00	77551
MEGAN LARUE	150.00	77554
MINUTEMAN PRINTING & GRAPHIC	72.22	77550
MITCHELL CHUOKE PLUMBING, INC.	36,248.20	77551
MOODY EARLY CHILDHOOD CENTER	1,032,800.00	77550
MOODY GARDENS GOLF COURSE	4,728.50	77554
MOODY GARDENS INC	17,386.00	77554
MR TACO MEXICAN CUISINE & BAR	639.80	77550
NATIONAL SECURITY & FIRE LLC	7,998.14	77550
PATRICIA FOWZER	250.00	77554
PROJECT GRADUATION INC	500.00	77554
REPUBLIC PARTS CO	16,692.74	77550
ROBERTS AIR LLC	87,800.00	77554
ROTARY CLUB OF GALVESTON ISLAND	700.00	77552
SARAH CONCHA	56.41	77550
SCOTTY'S OVERHEAD DOOR	7,300.00	77554
SHIPLEY DONUTS	212.36	77551
SHRIMP & STUFF	532.80	77550
SOUL TO SOUL	162.00	77551
STEVE'S WAREHOUSE TIRES GTX	384.54	77551
STEWART'S PACKAGING INC	2,312.03	77550
SUNSHINE CENTER, INC	1,380.00	77550
TEEN HEALTH CENTER, INC	84,450.00	77553
THE ANIMAL CLINIC	100.80	77550
THE GRAND 1894 OPERA HOUSE	370.00	77550
THE ORIGINAL MEXICAN CAFE	192.30	77550
THE SAN LUIS RESORT SPA & CONFERENC	19,709.40	77551
TIFFANY LYDAY	48,490.00	77554
TONY & BROS TOWING & REPAIR	350.00	77551
TOP GEAR APPAREL	13,082.16	77551
TREASURE ISLAND TROPHIES & ENGRAVIN	8,316.53	77551

Full Name	Payments 2025/2026	Zip
TRICON LAND SURVEYING LLC	10,130.00	77551
UPWARD HOPE ACADEMY	33,333.28	77550
VIDA AGAVE LLC	898.44	77550
WEST ISLE URGENT CARE	9,118.00	77551
WISNER CUSTOM CONSTRUCTION, LLC	3,500.00	77551
YAGAS CAFE/TSUNAMI, LLC	1,366.76	77550
Total Local Vendor Activity for FY 2025-2026	5,202,001.75	

Summary of Legal Charges FY25/26

Legal Billings March 2026 Charges

Thompson & Horton LLP		YTD Charges
BHS (General)	622 E 81 6626 AA 001 0 99 NBH	-
NCS (General)	622 E 81 6626 EE 001 0 99 NCS	-
NNT (General)	622 E 81 6626 AA 001 0 99 NNT	-
		<u>-</u>
General	199 E 41 6211 91 701 0 99 000	27,674.70
General - Contracts/Procurement	199 E 41 6211 91 701 0 99 000	7,490.00
Galveston ISD SPED	199 E 41 6211 91 701 0 99 000	4,290.00
General - 2022 Bonds	199 E 41 6211 91 701 0 99 000	2,772.50
General - M Hayman, R Terrel, employee/school issues	199 E 41 6211 91 701 0 99 000	25,521.25
General - Board issues	199 E 41 6211 91 701 0 99 000	-
Sale of Surplus Properties	199 E 41 6211 91 701 0 99 000	4,662.50
Real Estate Transaction with Alex Gonzales	199 E 41 6211 91 701 0 99 000	2,595.00
Real Estate Transaction with Artist Boat	199 E 41 6211 91 701 0 99 000	10,377.50
	<u>199 E 41 6211 91 701 0 99 000</u>	<u>85,383.45</u>

		Budget	Actual	Balance	% of Budget Expensed
Summary for PO by account number	622 E 81 6626 AA 001 0 99 NBH	-	-	-	
	622 E 81 6626 AA 001 0 99 NNT	-	-	-	
	622 E 81 6626 EE 001 0 99 NCS	-	-	-	
	199 E 41 6211 91 701 0 99 000	<u>120,000.00</u>	<u>85,383.45</u>	<u>34,616.55</u>	
		<u>120,000.00</u>	<u>85,383.45</u>	<u>34,616.55</u>	71%
	Total Legal Fees Billed				
Thompson & Horton LLP			85,383.45		
Law Office of E. Renee Crenshaw			-		
			<u>85,383.45</u>		

Action Sheet

MEETING DATE:

April 22, 2026


AGENDA ITEM:

Discuss and consider approval of resolution supporting students of military-connected families and District support of initiatives designed to meet those families' needs.

Galveston ISD is in the process of identifying campus-based military liaisons, creating resource webpages for military families, and implementing transition programs for students of military-connected families. This resolution signals Board support for these initiatives and others that specifically connect students and their families to educational resources specific to their needs.

RECOMMENDATION:

GISD Administration recommends the Board of Trustees adopt the attached resolution supporting initiatives designed specifically for students of military-connected families.



Matthew Neighbors Ed. D.
Superintendent



Resolution for the Support of Military Children and Families

WHEREAS, our country owes the daily freedoms to members of the Armed Forces, their family members and loved ones who share in their service and sacrifice;

and WHEREAS, we celebrate the exceptional service, strength and character of military connected students and families in the Galveston Independent School District;

and WHEREAS, we acknowledge that military families face unique challenges due to deployment, reintegration, service in combat zones and frequent relocations based on duty assignments;

and WHEREAS, the School Board of Galveston Independent School District calls for the continued creation of opportunities for military families and community members to purposely partner with schools in supporting student achievement, aspirations, and social-emotional development.

NOW, THEREFORE, BE IT RESOLVED: The Board of Trustees of Galveston Independent School District officially supports all military children and families;

and be it FURTHER RESOLVED: The Board of Trustees of Galveston Independent School District encourages all school staff and community members to initiate, support, and participate in appreciation activities designed to recognize the exceptional role and unique sacrifices our military-connected youth make in our nation's best interest.

Signed:

Anthony Brown
Board President

Matthew Neighbors, Ed.D.
Superintendent

Date

Date

Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and Consider Approval of CSP # 2026-26-030 for the completion of the New TOR Legacy Museum for the Ball High School North Project.

On Monday, April 13, 2026, the Galveston Independent School District along with PBK Architects received Competitive Sealed Proposals for the New TOR Legacy Museum within the New Ball High School North Project. The scope of this package includes the fabrication and installation of a custom exhibit environment for the Ball High School North TOR Legacy Museum Exhibit. The exhibit will be designed to showcase and preserve the historical artifacts and include interpretive materials that celebrate the legacy of Ball High School.

Upon receipt of all documentation, the team conducted a thorough review of the submitted proposals. Following this review, the project team hereby recommends acceptance of the proposed CSP # 2026-26-030 as submitted by Dunhill Construction, by the Galveston Independent School District Board of Trustees and administration to proceed with the work.

RECOMMENDATION: I move that the Board of Trustees approve CSP # 2026-26-030 – New TOR Legacy Museum Package in the amount of \$754,318.00, as submitted by Dunhill Construction.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Ball HS North - Tor Legacy Museum Exhibit

GALVESTON INDEPENDENT SCHOOL DISTRICT

GISD CSP #: 2026-26-030

PBK PROJECT #: 220376



PROPOSAL TABULATION

Proposal Date: Monday, April 13, 2026 at 3:00 PM, Alternates 3:00 PM

	<u>ACCEPTED</u> <u>YES/NO</u>	OFFERORS		
		Dunhill Construction	Nash Industries	RBG
A PROPOSAL BOND PROVIDED		YES	YES	NO
B PROPOSED PROJECT PERSONNEL SUBMITTED		YES	YES	YES
C ADDENDA ACKNOWLEDGED 1-3		YES	YES	YES
BID LINES				
1. BASE PROPOSAL TOTAL		\$754,318.00	\$1,273,000.00	\$1,485,810.00
TOTAL PROPOSAL:		\$754,318.00	\$1,273,000.00	\$1,485,810.00
CALCULATED MAX. POINTS (40)		40.00	12.50	1.21
TOTAL FEE (RANKING)		1	2	3

Ball HS North - Tor Legacy Museum Exhibit

GALVESTON INDEPENDENT SCHOOL DISTRICT

GISD CSP #: 2026-26-030

PBK PROJECT #: 220376



EVALUATION WORKSHEET

		OFFERORS		
<u>CRITERIA</u>	<u>WEIGHT</u>	Dunhill Construction	Nash Industries	RBG
1. The amount of the base proposal and each alternate.	40%	40.00	12.50	1.21
2. The length of construction time proposed.	5%	5.00	5.00	5.00
3. The responsibility and reputation of the Offeror.	10%	8.33	8.50	8.00
4. The record of Offeror to complete projects on schedule.	5%	5.00	5.00	1.50
5. Offeror's probability to participate with the Owner and Architect in a team effort in order to minimize additional costs and changer orders .	15%	8.33	9.00	2.33
6. The quality of the Offeror's performance and work on previous contracts and school projects of similar scope.	5%	5.00	5.00	2.00
7. The quality and availability of the offeror's personnel and services.	5%	3.50	3.50	5.00
8. The sub-offeror proposed to perform the work.	5%	5.00	5.00	5.00
9. The probability of satisfactory work, repair and service, and maintenance performed by the Offeror after substantial completion and during warranty periods.	5%	5.00	5.00	1.50
10. The Offeror's safety record, safety record being defined as an Offeror's OSHA (Officer of Safety and Health Administration) inspection logs for the last three years, a loss analysis from the Offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the Offeror.	5%	5.00	5.00	0.00
TOTAL POINTS:	100%	90.16	63.50	31.54
OVERALL RANK >>>		1	2	3

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046
Toll-free: 1-800-938-7272
Fax: 713-961-4571
PBK.com

April 13, 2026

VIA: E-MAIL



Dr. Matthew Neighbors
Superintendent of Schools
Galveston Independent School District
3904 Avenue T
Galveston, Texas 77550

RE: CSP #: 2026-26-030 – New TOR Legacy Museum
Ball High School North
Galveston Independent School District
PBK Project Number: 220376

Dear Dr. Neighbors,

On Monday, April 13, 2026, the Galveston Independent School District along with PBK Architects received Competitive Sealed Proposals for the New TOR Legacy Museum within the New Ball High School North Project. The scope of this package includes the fabrication and installation of a custom exhibit environment for the Ball High School North TOR Legacy Museum Exhibit. The exhibit will be designed to showcase and preserve the historical artifacts and include interpretive materials that celebrate the legacy of Ball High School.

Upon receipt of all documentation, the team conducted a thorough review of the submitted proposals. Following this review, the project team hereby recommends Galveston ISD consider the approval of the proposed in the amount of **\$754,318.00 (Seven Hundred Fifty-Four Thousand, Three Hundred and Eighteen Dollars and Zero Cents)** as submitted by **Dunhill Construction** and authorize the work under this scope to commence.

We would like to express our sincere appreciation to you, the Board of Trustees, and the Galveston ISD Administration, for their assistance with the process of procuring this scope of the work. We look forward to answering any questions you and the Board of Trustees might have.

Sincerely,
PBK Architects, Inc.

Sincerely,

A handwritten signature in blue ink that reads 'Manny Torres'. The signature is written in a cursive, flowing style.

Manuel 'Manny' Torres
Senior Principal
PBK

cc: Gloria Carlos, PBK

Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and consider approval of proposed Superintendent's Report Framework

During most Regular Monthly Meetings of the Board of Trustees, Superintendent Dr. Matthew Neighbors provides a "Superintendent's Report" during which District educators and administrators report on specific academic and other matters affecting student outcomes.

Trustee Dr. Justin Tucker has drafted a proposed Superintendent's Report Framework, which is offered in order to help ensure that reports provided during the Superintendent's Report:

- Support informed decision-making
- Provide clear, contextualized data
- Allow for meaningful analysis prior to meetings
- Promote consistency across presentations and campuses
- Allow for trustee question development prior to presentation

This draft is offered for consideration by Trustees, with input from Dr. Neighbors, and to consider approval, with any edits or revisions agreed to by Trustees during discussion.

RECOMMENDATION: I move that the Board of Trustees approve the proposed Superintendent's Report Framework [as presented *or* as revised by the Board]

Anthony Brown

Anthony Brown

Board President

Superintendent's Report Framework

Purpose of Reporting Framework

The purpose of this framework is to ensure that all reports provided to the Board of Trustees:

- Support informed decision-making
- Provide clear, contextualized data
- Allow for meaningful analysis prior to meetings
- Promote consistency across presentations and campuses
- Allow for trustee question development prior to presentation

Timeline for Receipt of Presentation

Upon close of our board agenda creation, the week prior to a board meeting, the presentation file and any accompanying document or resources used in the superintendent's report should be provided via email to the board of trustees.

Pre-Meeting Distribution Expectations

All reports should be provided in advance of the board meeting to allow for review, clarifying questions, and deeper analysis. To support this, the board of trustees would need presentation file(s) no later than the Friday preceding the following week's board meeting.

Required Elements of All Academic Reports

A. Data Context & Comparison

Data points provided must answer: "Compared to what?"

Required comparisons include:

- Prior year's cohort performance (same time point)
- Same cohort prior year (if available)
- Most recent prior assessment window
- District average (if campus-level report)
- State benchmark (when applicable)

Local assessments:

- Previous year's performance of last year's group
- Previous year's performance by cohort (if currently in 5th grade, what was the 4th grade performance)

State assessments:

- Comparisons to
 - District - (if campus level data is provided and other campuses have the same grade level)County
 - Schools of similar socio-economic categorization
 - Region
 - State

B. Longitudinal Trends

- Minimum: 3 data points over time, noting changes in criteria where applicable
 - Preferred: Trend line or visual representation
- Purpose: Identify trajectory (growth, stagnation, decline)

C. Disaggregation of Data

At minimum include:

- Student subgroups (SPED, EB, Economically Disadvantaged)
- Grade level or course breakdown

Purpose: Reveal performance gaps and support targeted questions

D. Clear Definition of Metrics

Each report must clearly define:

- What is being measured
- How it is measured
- What constitutes success

E. Identification of Key Takeaways

Each report must include 2–4 key findings written in plain language.

F. Action Steps / Response to Data

Each report must answer:

- What actions are being taken?
- What changes are being implemented?

G. Anticipated Impact

Expected outcomes and timeline for impact should be included.

H. Instructional Implications

- Identification of in-class instructional processes implemented for students not successful on assessment.
- Identification of more successful teachers of the subject related to the assessment and how that instruction is being communicated and transferred to other classrooms throughout the campus and/or district.

Flexible Presentation Layer

Presenters may provide:

- Campus-specific context
- Unique challenges or successes
- Qualitative insights
- Supporting artifacts

Guiding Principle

The goal of reporting is to present information in a way that provides context and ensures understanding.

Adjustments to Framework

Adjustments should be made on no less than annual basis based on a review by the board. More immediate adjustments may result as discoveries from experience with presentations delivered that warrant adjustments, refinements, or additions.

Action Sheet

MEETING DATE:

April 22, 2026

AGENDA ITEM:

Consider approval of the minutes from the March 25, 2026, Regular School Board Meeting.

RECOMMENDATION:

I move that the Board of Trustees approve the minutes from the March 25, 2026, Regular School Board Meeting.



Matthew Neighbors Ed. D.
Superintendent



Minutes of Regular Meeting

The Board of Trustees Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District was held March 25, 2026, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

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

Staff in attendance: Martello, Post, Scott, Patrick, Polzin, Langevine, Edenfield, Grant, Dudas, Le, Neighbors, Bly

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. -6:00
- 2) Pledge of Allegiance to the United States flag and the Texas flag. -6:00 led by TAFE students.
- 3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting. -6:04 none
- 4) Declaration of Conflicts of Interest. -6:04 none
- 5) District Reports -6:04
 - A) Superintendent's Report -6:05 Items presented by Dr. Post and Dr. Langevine
 - 1) Science
 - 2) Social Studies
 - B) Board Committee Reports -6:21
 - 1) Facilities/Finance Committee Chair- Mr. Johnny Smecca -6:21
- 6) Financial Reports and Budget Update -6:21 Presented by Smecca
- 7) REGULAR AGENDA- Action Items -None -6:32
- 8) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E. -6:32

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

- A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

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

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

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

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

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

9) Reestablish the open meeting of the Galveston ISD Board of Trustees. -7:39

Board President, Tony Brown recognized the passing of Janice Lewis. David O’Neal recognized the passing of Jackie Williams.

10) CONSENT AGENDA - Action Items -7:41 *Motion to accept by Masel. Second by Smecca. No Discussion. Approved 6-0 Lakin absent.*

A) Consider approval of the Minutes from the February 18, 2026, Regular School Board Meeting.

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

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

D) Consider approval of Budget Amendments

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

F) Discuss and consider approval of the proposed library book purchase list for Oppe Elementary School.

G) Discuss and consider approval of Audit Engagement Letter for the August 31, 2026 Fiscal Year-End Audit

H) Consider approval of the Ball High TAFE students to attend trip in Portland, Oregon to compete at the Educators Rising/TAFE Nationals Competition.

I) Discuss and consider approval of Galveston College Staffing for 25-26 Dual Credit Expense

11) Suggested Future Agenda Items -7:41 *none*

12) COMMENTS FROM THE BOARD OF TRUSTEES -7:41

Tucker spoke fondly of Ms. Williams.

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

1. Expressions of thanks, gratitude, and condolences

2. Information regarding holiday schedules

3. Honorary or salutary recognition of a public official, public employee, or other citizen

4. Reminders regarding GISD events

5. Reminders regarding community events

6. Health and safety announcements

13) Adjournment -7:43

Approved on April 22, 2025

Mr. Tony Brown, President

Mindy Lakin, Secretary

Action Sheet

MEETING DATE:

April 22, 2026

AGENDA ITEM:

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

Under Separate Cover

RECOMMENDATION:

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



Matthew Neighbors Ed. D.
Superintendent

Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and consider approval of payment of attorney fees.

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

Invoice 82728	\$4,602.50
Invoice 82981	\$615.00
Invoice 82980	\$1,332.50
Invoice 83094	\$305.00
Invoice 82731	\$1,247.50
Invoice 82729	\$187.50
Total Billed	\$8,290.00


Matthew Neighbors Ed. D.
Superintendent

Action Sheet

MEETING DATE:

April 22, 2026

AGENDA ITEM:

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

RECOMMENDATION:

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



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

**2025-2026 Proposed Budget Amendment
March 2026**

	General Fund			Food Service Fund			Debt Service Fund		
	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget
Revenues									
Local & Intermediate Sources	\$ 96,715,561	\$ -	\$ 96,715,561	\$ 375,000	\$ -	\$ 375,000	\$ 22,720,320	\$ -	\$ 22,720,320
State Program Revenues	\$ 7,739,185	\$ -	\$ 7,739,185	\$ 21,000	\$ -	\$ 21,000	\$ 2,179,884	\$ -	\$ 2,179,884
Federal Program Revenues	\$ 785,500	\$ -	\$ 785,500	\$ 5,603,872	\$ -	\$ 5,603,872			
Other Resources/ Operating Transfer In (ESSER II Grant)	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -			
TOTAL	\$ 105,255,246	\$ -	\$ 105,255,246	\$ 5,999,872	\$ -	\$ 5,999,872	\$ 24,900,204	\$ -	\$ 24,900,204

Function	General Fund			Food Service Fund			Debt Service Fund		
	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget
11 Instruction	\$ 43,951,796	\$ 22	\$ 43,951,818						
12 Instructional Resources	\$ 346,921		\$ 346,921						
13 Curriculum & Inst Staff Dev	\$ 633,516	\$ (22)	\$ 633,494						
21 Instructional Leadership	\$ 1,534,120		\$ 1,534,120						
23 School Leadership	\$ 3,874,616		\$ 3,874,616						
31 Guidance/Counseling	\$ 2,402,461		\$ 2,402,461						
32 Social Work Services	\$ 63,053		\$ 63,053						
33 Health Services	\$ 888,936		\$ 888,936						
34 Student Transportation	\$ 4,051,863		\$ 4,051,863						
35 Food Services	\$ -		\$ -	\$ 6,623,241		\$ 6,623,241			
36 Extracurricular Activities	\$ 1,908,624		\$ 1,908,624						
41 General Administration	\$ 3,357,470		\$ 3,357,470						
51 Maintenance and Operations	\$ 9,648,127		\$ 9,648,127	\$ 50,000		\$ 50,000			
52 Security and Monitoring	\$ 1,389,497		\$ 1,389,497						
53 Data Processing Services	\$ 2,219,620		\$ 2,219,620						
61 Community Services	\$ 2,764		\$ 2,764						
71 Debt Service	\$ 110,000		\$ 110,000				\$ 24,519,234		\$ 24,519,234
81 Construction	\$ 162,897		\$ 162,897						
91 Recapture Payment	\$ 28,963,914		\$ 28,963,914						
93 Shared Services	\$ 45,050		\$ 45,050						
99 Intergovernmental Charges	\$ 1,050,000		\$ 1,050,000						
	\$ -		\$ -						
TOTAL	\$ 106,605,246	\$ -	\$ 106,605,246	\$ 6,673,241	\$ -	\$ 6,673,241	\$ 24,519,234	\$ -	\$ 24,519,234

General Fund Budget

Function 11	Function 13	Function 21
TF fr fc13 to 11 to cover negative bal	TF fr fc13 to 11 to cover negative bal	
22	\$ (22)	

TOTAL \$ 22

TOTAL \$ (22)

TOTAL \$ -

Function 21

TOTAL \$ -

Function 33

TOTAL \$ -

Function 36

TOTAL \$ -

Function 41

TOTAL \$ -

Function 61

TOTAL \$ -

Function 81

TOTAL \$ -

Signed: _____
Board President

Action Sheet

MEETING DATE:

March 26, 2025

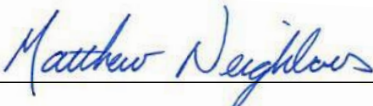
AGENDA ITEM:

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

Under separate cover.

RECOMMENDATION:

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



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer



**Galveston Independent School District
Donations/Gifts for March 2026**

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

Date	Recipient	Giver	Gift
3/5/26	BHS Baseball	Latitude 29 Real Estate	\$ 100.00
3/5/26	FACE	Donut Palace	\$ 600.00
3/24/26	BHS Girls Soccer	Gregory Samford	\$ 340.00
3/25/26	BHS Baseball	TX State Optical of Galveston	\$ 750.00
		Bohlman Agency LLC	\$ 750.00
		Marie Robb	\$ 750.00
3/27/26	Austin Elementary School	Junior League of Galveston	\$ 2,000.00
3/27/26	Austin Elementary School	First EV Lutheran Church	\$ 235.00
3/31/26	BHS STEM BioMed	Janai Young/J Wilson (student)	\$ 10.00
		Joan Haney	\$ 1,000.00
		Claire Reisweg	\$ 250.00
		Rozanne Leipzeg	\$ 1,500.00
		C.J. Piorier	\$ 200.00
		Dr. Stephen Kelly Family Fund	\$ 5,000.00
		Marc Weiss	\$ 2,000.00
		Total Monthly Cash Donations	\$ 15,485.00

Non monetary donations

3/31/26	Homeless & Foster Care	Sand & Sea Properties Undies for Everyone Maria Patina	42 Travel kits 3780 units – boys Gently used ladies/kids clothes & baby bouncer
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Action Sheet

MEETING DATE:

April 22, 2026

AGENDA ITEM:

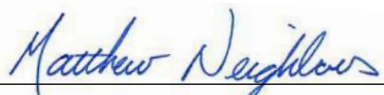
Discuss and consider granting permission to administration to apply to the Texas Education Agency for missed school day waivers for three of the district's 1882 partnership schools.

Districts or campuses can request a waiver for excused absences if instructional days are missed due to inclement weather, health, safety-related, or other issues. The first two missed days for any reason **must be made up**, using either designated makeup days or additional minutes. House Bill (HB) 2610, passed by the 84th Texas Legislature, effective for the 2015-2016 school year, amends Texas Education Code (TEC), §25.081, by adding (c) which allows a school district to add additional minutes to the end of the district's normal school hours as necessary to compensate for minutes of instruction lost due to school closure caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity. If because of weather, safety, or health issues, a district misses additional instructional days **beyond the two days made up using built in or additional minutes or days**, the school district can apply to the TEA for a missed school day waiver.

Galveston ISD is applying on behalf of Trinity Charter Preschool campuses –Cleburne, Karam, and Stephenville.

RECOMMENDATION:

I move that the administration apply to TEA for a missed school day waiver on behalf of Trinity Charter Preschool campuses –Cleburne, Karam, and Stephenville.



Matthew Neighbors Ed. D.
Superintendent

Action Sheet

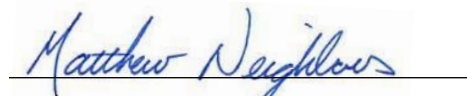
MEETING DATE: April 22, 2026

AGENDA ITEM: **Discuss and consider approval to transfer Tor Kids Moody Grant funds to MECC in the amount of \$100,000 to support summer camp programming for 2026 and the summer of 2027.**

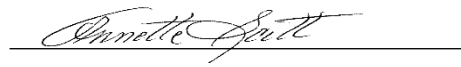
As part of the Moody Foundation Grant for the Tor Kids Afterschool Program, Galveston ISD budgeted funds to support MECC's summer camp for 2026 and for 2027. MECC will use these funds to address the needs of the Galveston Island families they serve during the summer break.

Through its partnership with the Moody Foundation, Galveston ISD provides summer camp services for students attending its elementary and middle schools. With this support, additional MECC Pre-K students will also have the opportunity to participate in a summer camp program.

RECOMMENDATION: **I move that the Board of Trustees approve the transfer of Tor Kids Moody Grant funds to MECC in the amount of \$100,000 to support summer camp programming for 2026 and the summer of 2027.**



Matthew Neighbors Ed. D.
Superintendent



Dr. Annette Scott
Assistant Superintendent for Student Support

Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and consider approval of Skyward Annual License Fee

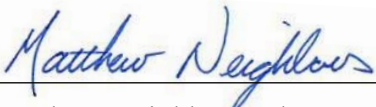
GISD utilizes Skyward for its financial and student software systems. Annually, we are billed license fees for the use of their products.

Student Information: Securely houses essential records, including enrollment, daily attendance, scheduling, grades, and health data.

Financial Management: Tools for budgeting, payroll, purchasing, accounts payable, and detailed reporting.

For the 2026-2027 fiscal year, this amount is \$191,506.00 Please see the attached invoice for more details. Funding source is General Fund. Purchasing Cooperative Contract #ESC R19 ALLIED ST 24-7490.

RECOMMENDATION: I move the board to approve the payment to Skyward in an amount not to exceed \$191,506.00 for the District's annual license fees for use of its financial and student software for the 2026-2027 fiscal year.


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer



Invoice Detail

GALVESTON ISD
 ATTN: BETH MORRIS
 PO BOX 660
 GALVESTON, TX 77553-0660

Invoice # 0000242772
 Invoice Date 09/01/2026
 Due Date 09/16/2026
 Invoice Total 191,506.00

* Invoice was emailed.

<u>Qty.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extension</u>
1.00	BUSINESS SUITE CORE ANNUAL LICENSE FEE	24,127.0000	24,127.00
1.00	PAYROLL ANNUAL LICENSE FEE	11,327.0000	11,327.00
1.00	FIXED ASSETS ANNUAL LICENSE FEE	8,494.0000	8,494.00
1.00	EMPLOYEE MANAGEMENT ANNUAL LICENSE FEE	7,079.0000	7,079.00
1.00	SUBSTITUTE TRACKING ANNUAL LICENSE FEE	5,664.0000	5,664.00
1.00	TRUE TIME ANNUAL LICENSE FEE	4,282.0000	4,282.00
1.00	PEIMS FINANCE ANNUAL LICENSE FEE	4,247.0000	4,247.00
1.00	SALARY NEGOTIATIONS ANNUAL LICENSE FEE	4,247.0000	4,247.00
1.00	EMPLOYEE ACCESS ANNUAL LICENSE FEE	3,963.0000	3,963.00
1.00	STUDENT MANAGEMENT ANNUAL LICENSE FEE	50,757.0000	50,757.00
1.00	EDUCATOR GRADEBOOK ANNUAL LICENSE FEE	16,231.0000	16,231.00
1.00	RESPONSE TO INTERVENTION ANNUAL LICENSE FEE	9,944.0000	9,944.00
1.00	HEALTH RECORDS ANNUAL LICENSE FEE	9,898.0000	9,898.00
1.00	NEW STUDENT ONLINE ENROLLMENT ANNUAL LICENSE FEE	6,688.0000	6,688.00
1.00	PEIMS STUDENT RECORDS ANNUAL LICENSE FEE	5,937.0000	5,937.00
1.00	LMS/ONE ROSTER API ANNUAL LICENSE FEE	4,937.0000	4,937.00
1.00	GRADUATION REQUIREMENTS ANNUAL LICENSE FEE	4,754.0000	4,754.00
1.00	FAMILY & STUDENT ACCESS ANNUAL LICENSE FEE	3,959.0000	3,959.00
1.00	FEE TRACKING ANNUAL LICENSE FEE	3,689.0000	3,689.00
1.00	FOOD SERVICE INTERFACE ANNUAL LICENSE FEE	1,282.0000	1,282.00

Annual License Fees: 09/01/2026 - 08/31/2027

Total Extension 191,506.00

REMIT TO:

SKYWARD ACCOUNTING DEPT
 2601 SKYWARD DRIVE
 STEVENS POINT, WI 54482
 * Return this bottom
 portion with payment *

Invoice # 0000242772
 Invoice Date 09/01/2026
 Payor GALVESTON ISD
 Due Date 09/16/2026 (GALVESTX000)

Invoice Amount: 191,506.00
 Remit Amount:

Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and consider approval of Annual Renewal of Microsoft Volume Licensing Agreement

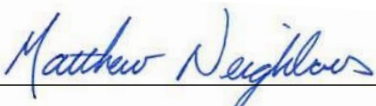
Following the expiration of our previous Microsoft 365 Volume Licensing Agreement with Dell Marketing LP and a subsequent price increase, the District solicited multiple bids to secure the best rate. Accordingly, the District seeks approval to award the new annual M365 A5 contract to Bluum USA, Inc. for \$152,796.00. Transitioning to Bluum provides the most competitive pricing while offering specialized educational support that aligns with our financial goals.

This annual cloud-based agreement with Microsoft provides licenses for Microsoft Desktop, Microsoft Server, and Microsoft Office for all users and students. It also includes several security features such as antivirus/antimalware protection. In previous years, the district purchased security features separately, and Microsoft Office licenses were based on the number of Full-Time Equivalent (FTE) staff members.

This new structure allows the district to take full advantage of the platform's features and offers features under one platform. The total annual cost for the M365 A5 licensing is \$153,031.00, with the pricing adjusted each year based on changes in the district's staff count. This agreement is part TIPS 230504 contract. Funds utilized will be from the General Fund and 2022-2023 Bond Funds

The approval of this purchase will allow the District to continue its daily operations and services provided to students and staff using the Microsoft platform without interruption for 2026-2027 school year.

RECOMMENDATION: I move that the Board of Trustees approves the one-year renewal of the Microsoft Volume Licensing Agreement with Bluum USA, Inc., in the amount of \$153,031.00 as presented.


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer



Quote

Bluum USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bluum.com

#400001

04/09/2026

Bill To
Accounts Payable
GALVESTON IND SCHOOL DISTRICT
PO BOX 660
GALVESTON TX 77553

Ship To
MIS - Technology Department
GISD CNTRL REC'VING
4302 Ave. Q (Gate on 43rd st)
GALVESTON TX 77550

Memo:
Microsoft Licensing Option 2B

Expires	Sales Rep	Contract	Terms
04/30/2026	1594 Stacy Pennington	230504 TIPS	Net 30

Qty	Item	MFG	Price	Ext. Price
1,400	CFQ7TTC0LHPJ-0015 NCE Microsoft 365 A5 (Education Faculty Pricing)- Annual Commit included Microsoft Defender for Identity	Microsoft	\$109.14	\$152,796.00
10	Integration Item CFQ7TTC0H D32:0012 Visio Plan 2 (Education Faculty Pricing)	Microsoft	\$23.50	\$235.00

Pricing Disclaimer: All quoted pricing is based on current manufacturer MSRP and availability at the time of quotation. Bluum reserves the right to adjust pricing on open or pending orders in the event of manufacturer MSRP increases, tariff changes, supply chain disruptions, or other market conditions that result in a price increase from the manufacturer prior to shipment.

****Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**

Subtotal	\$153,031.00
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$153,031.00

Thank you,

Stacy Pennington

E: Stacy.Pennington@bluum.com

bluum.com





Quote

Bluum USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bluum.com

#400001

04/09/2026

To accept this quotation, sign here : _____

Printed Name/Title/Date : _____

Shipping and Billing Address listed on quote are accurate : Yes No

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions. For quotes over \$25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.



400001

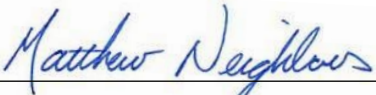
Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Consider delegation of authority to purchase white fleet vehicles up to \$100,000.00

The 2022 voter approved Bond program included funds to purchase Maintenance, Transportation, and Security vehicles. The District regularly uses white fleet vehicles (light duty trucks, sport utility vehicles, passenger cars, vans, and other similar vehicles other than school buses) for transportation and other operational purposes. Traditional advertised purchases or cooperative purchases subject to board approval at a regular board meeting are not compatible with the current vehicle market, which only allows a short time window to finalize purchases given the current supply chain demands on vehicle vendors. The Administration is requesting a three year time-limited delegation of \$100,000.00 in spending authority through authorized school purchasing cooperatives in order to allow the administration to make purchases within the current market time window. Funding source will be 2022-2023 Bond Funds and General Funds (if needed).

RECOMMENDATION: **I move that the Board authorize the Superintendent or designee for a period of three-year from this date to make budgeted purchases through purchasing cooperatives of white fleet vehicles for an aggregate amount up to \$100,000.00. I further move that any purchase that exceeds this aggregate amount must come back to the Board for further approval.**


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:

April 22, 2026

AGENDA ITEM:

Discuss and consider approval of the Interagency Agreement between Upward Hope Academy and GISD to provide educational services to students in a Drop-Out Prevention/Recovery Program.

As per Board Policy CH (Local) any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

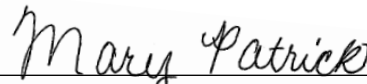
The Interagency Agreement between Upward Hope Academy and GISD will allow Upward Hope Academy to provide educational services (Drop-Out Prevention and Recovery) to students who are potential dropouts. Upward Hope Academy is an accredited private school program for 9th – 12th grade students. Students are provided with face-to-face services as well as individual tutorial services to meet their needs. Students are carefully selected from GISD through the Overage Committee to attend this program to ensure that it will meet the individual needs of the student. Cost will be \$49,992 from the General Fund.

RECOMMENDATION:

I move that the Board approves the Interagency Agreement between Upward Hope Academy and GISD to provide educational services to students in a Drop-Out Prevention/Recovery Program as presented



Matthew Neighbors, Ed. D.
Superintendent



Mary Patrick, M. Ed.
Executive Director of Special Programs/ECH
Homeless and Foster Care Liaison

**INTERAGENCY AGREEMENT
BETWEEN
GAVESTON ISD
AND UPWARD HOPE ACADEMY**

This Interagency Agreement (“Agreement”) is entered into on the Effective Date as set forth below by and between Galveston Independent School District (“the District”) and Upward Hope Academy to provide educational services pursuant to the terms and conditions detailed herein. The District and Upward Hope Academy are herein collectively referred to as the “Parties” and individually as a party.

WHEREAS, Upward Hope Academy has established student drop-out recovery and prevention services and General Educational Development exam (“GED”) instruction aimed in part to support the efforts of the District;

WHEREAS, the District desires to utilize these intervention services for purpose of reducing its student drop-out rate and assisting students in passing the GED exam; and

WHEREAS, Upward Hope Academy desires to provide to the District the right to access and utilize these services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

I. TERM

Subject to earlier termination as hereinafter provided, the term of this Agreement shall be for the period of August 1, 2026(the “Effective Date”), through July 31, 2027 (the “End Date”), and shall thereafter automatically renew for twelve (12) month periods on each anniversary of the End Date, unless either Party provides written notice to the other Party on or prior to the expiration of the then-existing term written notice to the other of its intent to terminate this Agreement in accordance with Section VI. For purposes of this Agreement, the word “Term” shall mean the then-current term of the Agreement, whether the initial term or any renewal term.

II. OBLIGATIONS AND REQUIREMENTS

a) Obligations and Requirements of the District. The District hereby agrees to be solely responsible for the following items:

- 1) Academic Advisor. The District shall assign an academic advisor at the sole discretion of the District to serve as a contact between the District and Upward Hope Academy.
- 2) Student Information. The District shall provide, to a reasonable degree, through the academic advisor, all relevant information pertaining to the District’s students within the boundaries of the District who have dropped out of school and are less than 23 years of age or who are at risk of dropping out of school.
- 3) Textbooks. The District shall provide textbooks as needed from the TEA approved list in core academic areas assessed on the GED exam for use by students at Upward Hope Academy.

b) Obligations and Requirements of Upward Hope Academy. Upward Hope Academy hereby agrees to provide the District with the following items:

- 1) Drop-out Recovery. Upward Hope Academy shall provide the District with services for the purpose of recovering students within the boundaries of the District less than 23 years of age, who have previously dropped out of school in the District. These services include, but are not limited to locating drop-outs, encouraging

them to enroll in a GED preparation program, and providing direct instruction in needed academic areas.

2) **Drop-out Prevention.** Upward Hope Academy shall provide the District with services for the purpose of assisting students enrolled in the District who are at-risk of dropping out of school. These services include, but are not limited to providing academic tutorials and assistance in involving students in extra-curricular activities.

3) **GED Preparation.** Upward Hope Academy shall provide the District's students who have previously dropped out of school with instruction in preparation for the GED exam.

4) **GED Administration.** Upward Hope Academy shall coordinate and refer the District's students who have completed a GED preparation course to an approved GED site, such as Galveston College or College of the Mainland.

5) **Facility.** Upward Hope Academy shall provide all services under the Agreement in its facility.

6) **Student Records.** Upward Hope Academy shall record and maintain all relevant information regarding the District's students who receive any of these services provided under the Agreement. Relevant Information, includes, but is not limited to student names, dates, and times of attendance, and types of services received. Upward Hope Academy will provide this information to the District's academic advisor. Upward Hope Academy will secure such records, and such records will only be available upon appropriated request to authorized persons.

III. COMPENSATION

For and in consideration of the services to be provided by Upward Hope Academy under this the Agreement, the District shall pay to Upward Hope Academy the sum of up to \$4,166/monthly throughout Term. The District shall make each payment the last day of each month during the Term of this Agreement, and any additional cost incurred by the District within the scope of this agreement will be netted out of that monthly payment.

IV. RELATIONSHIP

Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee bet the District and any employee or agent of Upward Hope Academy. This agreement does not create a joint venture or business partnership under Texas law. Upward Hope Academy hereby agrees that the District has no responsibility for any conduct of any of Upward Hope Academy employees, agents, or representatives.

V. STUDENT RECORDS

To the extent that Upward Hope Academy may come into possession of the District's student records and/or information, and to the extent that Upward Hope Academy may be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, the Parties agree to comply with all applicable requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). In the event that the District or Upward Hope Academy is in possession or custody of recorded information of the other Party that is subject of a request pursuant to the Texas Public Information Act, the Party holding such recorded information shall promptly provide to the other Party such recorded information upon written request of such other Party. Upward Hope

Academy acknowledges that the District is subject to the Texas Public Information Act, and Upward Hope Academy waives any claim against and releases from liability the District, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in the Agreement or otherwise created, assembled, maintained, or held by Upward Hope Academy and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

VI. TERMINATION

Right to Terminate. This Agreement may be terminated by either Party with or without cause by providing the other Party thirty (30) calendar days' written notice of intent to terminate. Any termination of this Agreement as permitted by this paragraph shall not relieve any Party from payment of any fees accruing prior to the effective date of termination or from completing obligations in progress prior to the effective date of such termination.

VII. INDEMNIFICATION AND LIMITATION OF DAMAGES

TO THE EXTENT ALLOWABLE BY LAW, UPWARD HOPE ACADEMY HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT, ITS EMPLOYEES, AGENTS, OFFICERS, ATTORNEYS, TRUSTEES, (PRESENT AND FUTURE), SUCCESSORS, AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COST PENALTIES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEE AND EXPERT'S FEES) ARISING OUT OF OR RELATING TO ANY SUIT, ACTION, PROCEEDING, CLAIM, OR DEMAND BROUGHT OR DEMANDED; OR ANY COSTS OR DAMAGES INCURRED BY THE DISTRICT OF ANY TYPE WHATSOEVER, ARISING OUT OF OR RELATED TO UPWARD HOPE ACADEMY OR THE DISTRICT'S ACTS OR OMISSIONS IN CONNECTION WITH OR ATTENDANT TO IN ANYWAY THIS AGREEMENT.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST THE DISTRICT FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH THE DISTRICT MAY BE INTITLED, NOR TO CREATE AN IMPERMISSABLE DEFICIENCY DEBT OF THE DISTRICT.

VIII. FORCE MAJEURE

The district shall not be liable to Upward Hope Academy for delays and/or failures in performance resulting from causes beyond the reasonable control of the District, including, but not limited to, acts of nature, labor dispute, or disturbances, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

IX. LEGAL AUTHORITY

The person(s) signing on behalf of the District represents, warrants, and certifies, the District's Board of Trustees has authorized this Agreement, that such person has full legal authority to execute this Agreement on behalf of the District, and that such person has the authority to bind the District to all the terms, conditions, provisions, and obligations, contained herein.

X. NOTICE

Any notice provided under the terms of this Agreement by either Party to the other shall be in writing, and shall be delivered either personally, with receipt acknowledged, or via certified mail, return receipt requested to the District or Upward Hope Academy at the respective address set forth below:

Galveston ISD
Attention: Dr. Matthew Neighbors
Superintendent
P.O. Box 660
Galveston, Texas 77553

:

Upward Hope Academy
Attention : Manson Sanford
Board Director-Upward Hope Academy
3305 Church Street
Galveston, Texas 77550

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 in accordance with the provisions of this section.

XI. MISCELLANEOUS

a. Governing Law and Venue. All obligation of the Parties created hereunder are performable in the Galveston County, Texas. This Agreement shall be construed under and in accordance with the laws of the state of Texas, without regard to its conflicts of law provisions. Venue for any legal action, claim, or dispute arising directly or indirectly as a result of this Agreement shall be in Galveston County, Texas, and the Parties hereby submit to the exclusive jurisdiction of the state courts located in Galveston, Galveston County, Texas and the federal courts located in Houston, Harris County, Texas.

b. Entire Agreement. This Agreement, and its exhibits, attachments and amendments hereto embody the entire Agreement among the Parties hereto and supersede all prior proposals, negotiations, agreements and understandings, relating to the subject matter and may not be contradicted by evidence of prior contemporaneous or subsequent oral agreements of the Parties hereto. The Parties agree that should a court be called upon to interpret any provision of this Agreement, previous drafts shall not be used by any Party in any manner to support its interpretation of the meaning of this Agreement. Each Party to this Agreement has reviewed this Agreement and had participated in its drafting and, accordingly, no Party shall attempt to invoke the normal rule of construction to the effect that ambiguities are to be resolved against the drafting Party in any interpretation of this Agreement.

c. Amendment. This Agreement may be amended only by the mutual written Agreement of both Parties, to be attached to and incorporated into this Agreement.

d. Assignment. Neither this Agreement nor any duties or obligations under it shall be assigned by Upward Hope Academy without the prior written acknowledgment and authorization of the District.

e. Severability. Unless the basis of the bargain among the Parties hereto is destroyed or rendered ineffective by invalidity or unenforceable of any provision hereof if any provision of this agreement should be held to void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.

f. Benefit for Signatory Parties Only. Subject to the limitations on assignment set forth above, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs and assigns. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any Party not in signatory

g. Captions. The captions and sections headings used herein are for convenience and identification purposes

only, and are not integral part hereof, and are not to be considered in the interpretation of any part hereof.


b. 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 a 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 hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

Executed this 23rd day of May of the year 2026 (the "Effective Date").

Galveston ISD

Upward Hope Academy

Dr. Matthew Neighbors **DATE**
Superintendent GISD

 - 3/30/2026

Manson Sanford **Date :**
Board Director- Upward Hope Academy

Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and Consider Amendment to Service Agreement with County of Galveston for Tax Assessment and Collection Services

Since 2019, GISD has received the same per parcel fee for the assessment and tax collection services provided by the County of Galveston. It is the policy of the Tax Assessor/Collector to annually estimate the cost of providing tax assessment and collection services to government partners. The Tax Assessor/Collector and Chief Deputy of Property Tax & Support Services are responsible for compliance with this policy.

Each year the Tax Assessor/ Collector will consult with the Chief Deputy of Property Tax and Support Services to develop the proper analysis of the cost of providing services to entities other than the County. Unfortunately, inflation has impacted their operations and they are presenting an increase. Per the Assessment/Collections Office, they are facing an increase in paper costs, personnel, postage costs, and other factors. Therefore, beginning with the 2026 tax year, the fee charged to GISD will increase \$0.06 for both Galveston and Harris County parcels (\$0.27 and \$1.03 respectively). Current levels are \$0.21 for Galveston County, \$0.97 for Harris County and \$0.256 for PIO parcels.

Estimates for the 2026 tax year (FY 2027) are \$158,084 for Galveston County parcels and \$5,039 for Harris County parcels. Funding source is the General Fund.

RECOMMENDATION: I move that the Board of Trustees approve the Amendment to the Service Agreement with the County of Galveston for Tax Assessment and Collection Services



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer



Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston

722 Moody Avenue, Galveston Texas 77550
Toll Free (877) 766-2284 Fax:(409) 766-2479
Email: galcotax@galvestoncountytexas.gov

March 17, 2026



The Honorable Anthony Brown, President
Galveston Independent School District
P.O. Box 660
Galveston, TX 77553

Re: Amendment to Services Agreement Regarding
Per Parcel Fee

Dear Mr. Brown:

It has been my pleasure to provide assessment and collection services to your organization. Since taking office in January 2005, I have strived to increase the level and quality of services provided to our customers - both individual property owners and partner governments - while simultaneously reducing cost of those services. If my memory serves me, at that time a per parcel fee of \$0.62 was assessed and I immediately began to analyze that cost from a legal standpoint (what does the Tax Code require/allow). A methodology was established and through the years, our practices streamlined enabling me to continually reduce the per parcel fee to the level enjoyed since 2019 of \$0.21 for Galveston County, \$0.97 for Harris County and \$0.256 for PID parcels.

As you know, inflation has impacted us all but despite that, we continued to provide services to our partner governments without an increase. Sadly, this year that was no longer possible due to ever increasing paper, personnel and postage costs (to name a few). Therefore, beginning with the 2026 tax year, our fee will increase \$0.06 for both Galveston and Harris County parcels (\$0.27 and \$1.03 respectively). The PID fee will be in line with the County tax parcel fee. You will not be billed at this rate until February/March 2027 for the 2026 tax year.

Enclosed please find two copies of an Amendment to the Interlocal Collection Agreement and/or Resolution for Tax Assessment and Collection Services reflecting this fee change along with the policy defining the methodology utilized. The County Auditor reviewed the analysis and March 16th, County Commissioners ratified the change. Upon approval by your governing body, please return one signed original to me via USPS or email to galcotax@galvestoncountytexas.gov.

Should you have questions or concerns, please call me at 409-765-3277.

Respectfully submitted,

Cheryl E. Johnson, PCC, CTOP

Enclosures

**AMENDMENT TO
INTERLOCAL COLLECTION AGREEMENT
AND/OR
RESOLUTION
FOR TAX ASSESSMENT AND COLLECTION SERVICES**

- I. This Amendment is entered into between the Office of Galveston County Tax Assessor Collector and Galveston Independent School District.
- II. Parties named herein have entered into an Interlocal Collection Agreement or Resolution for Tax Assessment and Collection Services that included, among other things, the requirement that said Entity would be advised of any change in per parcel fee assessed for services by April 1st.
- III. Effective with the 2026 tax year, which begins August 1, 2026, the per parcel fee(s) will be in accordance with the schedule shown below regardless of type (e.g. Public Improvement District and/or tax parcels):

For All Parcels Located in Galveston County	\$0.27/parcel
For All Parcels Located in Harris County	\$1.03/parcel

- IV. Parties agree that the Interlocal Collection Agreement or Resolution for Tax Assessment and Collection Services and subsequent Amendments on file with the Office of Galveston County Clerk constitute the complete understanding of the parties. No other representation, oral or written, between the parties shall be of any force and effect unless specifically stated in writing.

Executed this the _____ day of _____, 2026.

Galveston Independent School District

Presiding Officer

Witness

**GALVESTON COUNTY
TAX ASSESSOR COLLECTOR**

(Cheryl E. Johnson)

Cheryl E. Johnson, ECC, CTOP

March 17, 2026
Date

**AMENDMENT TO
INTERLOCAL COLLECTION AGREEMENT
AND/OR
RESOLUTION
FOR TAX ASSESSMENT AND COLLECTION SERVICES**

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- II. Parties named herein have entered into an Interlocal Collection Agreement or Resolution for Tax Assessment and Collection Services that included, among other things, the requirement that said Entity would be advised of any change in per parcel fee assessed for services by April 1st.
- III. Effective with the 2026 tax year, which begins August 1, 2026, the per parcel fee(s) will be in accordance with the schedule shown below regardless of type (e.g. Public Improvement District and/or tax parcels):

For All Parcels Located in Galveston County \$0.27/parcel

For All Parcels Located in Harris County \$1.03/parcel

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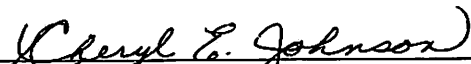
Executed this the _____ day of _____, 2026.

Galveston Independent School District

Presiding Officer

Witness

**GALVESTON COUNTY
TAX ASSESSOR COLLECTOR**


Cheryl E. Johnson, ECC, CTOP

Date March 17, 2026



Galveston County Tax Office

Policies & Procedures

Support Services

Entity Billing Cost Analysis



POLICY It is the policy of the Tax Assessor/Collector to annually estimate the cost of providing tax assessment and collection services to government partners.

RESPONSIBILITY The Tax Assessor/Collector and Chief Deputy of Property Tax & Support Services are responsible for compliance with this policy.

PROCEDURE Section 6.27(b) of the Texas Property Tax Code provides that "...the county assessor-collector is entitled to a reasonable fee, which may not exceed the actual costs incurred, for assessing and collecting taxes for a taxing unit..."

Each year the Tax Assessor/Collector will consult with the Chief Deputy of Property Tax and Support Services to develop the proper analysis of the cost of providing services to entities other than the County. This analysis is an estimate only as it is a projection and actual costs can fluctuate year to year. For this reason, only increases or decreases totaling \$0.02 or more will result in a fee change being recommended to Commissioners Court for ratification after review by the County Auditor's Office.

The Analysis

The basis for cost estimates is based on the determination of what expenses and personnel would be required if the office only collected for Galveston County. It is the joint opinion of the Chief Deputy of Property Tax and the Tax Assessor Collector that services could provide assessment and collection services for the County with one less Property Tax Application Specialist and one less Accounting Technician II. In a consolidated collection environment, these positions are essential to completing the work necessary to fulfill a best practices level of legally required services for the current number of entity partners. Additionally, due to the demands of serving 40 entities in addition to the County during the Assessment Phase adds an additional workload and responsibility to the Chief Deputy and Tax Assessor Collector. The additional time spent over the three-month period is estimated to add no less than the equivalent of one month of additional work for each position thus 1/12 of the combined salaries and personnel cost is also included.

The additional costs are analyzed and proposed during the annual budget cycle to the Tax Collection Contracts budget #151553. The Entity Cost Calculator spreadsheet (maintained with this policy in the W drive ADMIN TEAM/POLICY MANUAL/SUPPORT SERVICES folder) shall be updated to reflect projected budget costs, most current CAD Grand Total parcel counts and per parcel fee determined that will return sufficient funds to cover all anticipated budgeted costs.

**The Analysis
(continued)**

This spreadsheet and policy shall be submitted to the County Auditor's team for review and, upon approval, policy updated with the final per parcel amounts.

Estimates for the 2026 tax year (FY 2027) are \$158,084 for Galveston County parcels and \$5,039 for Harris County parcels. Estimates are based on the following assumptions:

1. Salaries plus personnel costs based on 2 FTEs to include a Property Tax Application Specialist and Accounting Tech II with an estimated 3% COLA/P4P added for the FY 2027 plus 1/12th of the salary and benefit cost of the TAC and CDPT&SS.
2. Travel, education and membership expenses for Property Tax Application Specialist (training to begin with FY 2026-2027)
3. Office supplies at \$1,000 x 2 FTEs
4. PC, monitor, printer and software costs x FTEs/7 year replacement
5. Truth in Taxation software costs are based on number of entities (1 entity in 2025 is \$340 and 20+ \$2,300 thus the contributory cost for government partners is \$2,300-340 or \$1,960). Costs have increased on average 7% over the last three years thus the 2027 projected cost for the software for entities is rounded to \$2,100
6. Harris County costs based on estimated/actual cost of statement printing and mailing, all other printing and postage expenses (postcard receipts, February and 33.08 delinquent notices, cost of quarter and split pay coupons) and apportioned cost of hard and personnel costs for HC properties based on the HC parcel count as a percentage of all
7. PIDs historically were assessed a higher rate but this could not be justified thus those parcels are to be the same as all other parcels in the specific county
8. Costs are allocated to achieve rates necessary to cover estimated and hard costs utilizing the most current parcel counts. The cost estimate is included as Exhibit A.
9. The preliminary estimates for TY 2026 indicate a Galveston County per parcel rate of \$0.27 and a Harris County rate of \$1.03. The indicated rates are greater than or equal to the \$0.02 increase that requires a contracted rate change thus rates will increase for Galveston and Harris County parcels as well as PIDs for Tax Year 2026. This policy along with audited cost estimates will be submitted to County Commissioners for ratification. County Auditor approval will be included as Exhibit B.

**Fee To Be
Established**

This process was presented at a workshop of Commissioners Court in March 2015. Proposed fee increases or decreases will be presented to Commissioners for ratification in advance of the April 1st deadline to notify collection partners of rate changes.

BILLING

The Chief Deputy of Property Tax and Support Services maintains copies of contracts and/or resolutions of the jurisdictions with the TNT

BILLING (cont)

entity files. Billing for assessment and collection services occurs once a year in February and is based on the most current parcel counts indicated on the most current supplemental appraisal district rolls. Payment status is reported monthly to the Chief Deputy Property Tax and Support Services until all receivables are paid. Efforts to streamline billings will be analyzed each year.

Support Services Generating Bills

1. Obtain most current Galveston and Harris County parcel counts are prepared by Property Tax Application Specialists using the most current central appraisal district supplemental roll total parcels.
2. Prepare invoice for each entity utilizing most current entity list.
3. Using prior year Word document maintained in the Q drive at Entity Information/Billing and Collections, create invoice for each entity. Billing amounts are as follows for 2026 tax year:

GC (including PIDs): parcel count x \$0.27

HC: parcel count x \$1.03 (Friendswood, City Centre PID, League City & Westwood Management District)

Prior to printing or emailing final statement, print draft invoices for review by TAC and/or Chief Deputy PT&SS.

4. Upon approval, merge, sign and make two copies of each invoice (one to mail or scan and email and one for Admin files)
5. Mail along with blue return envelope stamped or noted (ATTN SUPPORT SERVICES).
6. Enter invoice date into spreadsheet
7. Create and print a document for Admin Clerk with entity name and amount billed so they can monitor and record payments

Logging Payments

Upon receipt of check, copy check and envelope, enter payment information into entity billing spreadsheet including date received, check number and amount received ((Q:)/Entity Information/20XX to 20XX Entity List For All, in the Tax Year 20XX Entity Billing tab.

Prepare payment sheet for Accounting Department and include with all payments received daily (include Payor, Check # and Amount) printing two copies. Provide one payment sheet with checks to Senior Accountant; file additional copy in Entity Billing folder maintained in Admin Assistant filing drawer.

Email Chief Deputy of Business Services, other Administrative Assistant and copy the CDPTSS the payment sheet information.

Follow Up

After receiving all payments, notify Chief Deputy Property Tax and Support Services and TAC and transfer file to main filing cabinets

If payment is not received after 30 days, contact the entity and resend

**Follow Up
(cont)**

invoice if address information was incorrect. Update master entity spreadsheet. If the entity provides a check number, pass that information on to Accounting to verify.

APPROVED:


Cheryl E. Johnson

February 23, 2026

Date

Action Sheet

MEETING DATE:

April 22, 2026

AGENDA ITEM:

Discuss and consider approval of PK tuition for students who do not qualify for the PK program and provide GISD employees with a 25% discount for PK if their students do not qualify for the 2026-2027 school year.

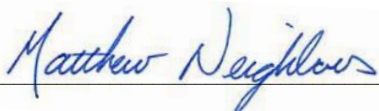
PK-3 (Crenshaw and Austin Elementary) and PK-4 (all elementary campuses) will be provided to any students who meet the eligibility requirements. If a student does not meet the eligibility requirements, a parent may elect to pay tuition. Students will be allowed to enroll and pay tuition at a cost of \$508.00 per month for 10 months for a total of \$5,080.00 per year. The students of employees that do not qualify may pay by one of the following options: pay the total among of \$5,080.00 for the year, payroll deduction monthly \$508.00 **or** \$254.00 on the 10th and 25th of each month for a total of 20 pay periods. To be eligible for tuition, the parents must sign a written financial agreement with the district, and they must elect to pay tuition in one of the following ways:

- Payroll deduction if the parent is an employee of the district
- Monthly bank draft through the system
- Prepaid for the entire year

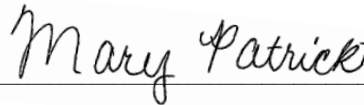
MECC (Moody Early Childhood Center) will be following the same guidelines that are presented in this Board Document.

RECOMMENDATION:

I move that the Board of Trustees approve the tuition for PK students who are not eligible for the PK-Program as presented and provide GISD employees with a 25% discount for PK 3 and PK 4 if the student does not qualify for the 2026-2027 school year.



Matthew Neighbors Ed. D.
Superintendent



Mary Patrick, M.Ed.
Executive Director of Special Programs/ECH
Homeless and Foster Care Liaison

Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and Consider approval of the Ball High SKILLS USA students to attend trip in Atlanta, Georgia to compete at the SKILLS USA National Competition

Destination: Atlanta, Georgia

Time: June 1-6, 2026

Estimated Cost: The cost of the trip is approximately \$10,000.00 and will be covered by the Career and Technical Education (CTE) department. The total cost includes all necessary items for the 3 students and 2 Advisors. Students did not qualify until April 11, 2026 so travel accommodations are still being assessed.

Advisor: Michael Merritte + a female chaperone

Purpose of Trip: Each year, SKILLS USA hosts a national conference to convene our network of CTE students from a variety of programs. It's a unique opportunity for students and their teacher leaders to:

- Connect and learn from each other through more than 40 breakout sessions;
- Network with other members from across the country;
- Compete for national titles in competitive events designed to allow students to develop and showcase their speaking skills; and
- Be inspired by keynote presentations from national education leaders

RECOMMENDATION: I move that the Board of Trustees approve the out-of-state trip to Atlanta, Georgia for June 16, 2026 for GISD CTE SKILLS USA students to compete at the National Conference Competition.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:

April 22, 2026

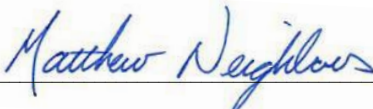
AGENDA ITEM:

Discuss and consider approval of the MOU for Upbring Head Start for the 2026-2027 school year

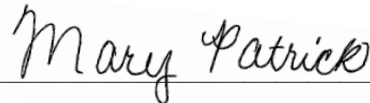
Upbring Head Start will provide PK student services , family support, technical assistance, and professional development opportunities. UpBring Head Start will be on the following campuses: Austin and Burnet Elementary. Attached is the MOU.

RECOMMENDATION:

I move that the Board of Trustees approve MOU with Upbring Head Start for the 2026-2027 school year.



Matthew Neighbors, Ed. D.
Superintendent



Mary Patrick, M.Ed.
Executive Director of Special Programs/ECH
Homeless and Foster Care Liaison



Upbring Head Start

Galveston Independent School District - Galveston 2026-2027

Service Abstract

Upbring Head Start will provide student services, family support services, technical assistance, and professional staff development opportunities to districts as described in this agreement. The delivery of these services is contingent upon sufficient funds from the Head Start grant.

Direct student services will be provided to pre-kindergarten children who qualify for Head Start services. Direct student services are available through health/safety, mental wellness, nutrition, disabilities, education, and transportation.

Family support services will be provided to eligible Head Start families based on need. These services are available through the program governance, family and community partnerships, education, health, safety, mental wellness, disabilities, nutrition, and transportation service areas.

Professional staff development and technical assistance services will include but are not limited to, fulfilling federal requirements for Head Start and providing on-site technical assistance for Head Start teachers, aides, campus administrators, and other necessary support staff and family services associates.

Professional staff development and technical assistance are available through administrative, education, family, and community partnerships, program governance, mental wellness, disabilities, nutrition, health, safety, and transportation service areas.

The partnership with the Independent School District (ISD) as codified in this agreement is such that the ISD is a contractor to Upbring Head Start to carry out the classroom-related programmatic responsibilities and requirements set forth by the Office of Head Start.

This agreement will be in effect for the 2026-2027 school year. Subsequent agreements may be negotiated yearly if the services agreed upon require amendments.

UPBRING HEAD START Galveston Independent School District

This agreement is entered into by and between Upbring Head Start (hereinafter referred to as "Upbring Head Start") and Galveston Independent School District (from now on referred to as "Contractor"), both of which may be referred to herein collectively as the "Parties." The Parties hereto agree to the contract provisions detailed below.

TERM

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on August 1, 2026. It shall remain in effect for one year, terminating on July 31, 2027; at this time, parties may elect to renew or renegotiate for the following year by May of the expiring year. Financial Agreement(s) term may differ in accordance with grant funding through the Administration for Children and Families – Office of Head Start (ACF-OHS).

PROVISIONS AND ASSURANCES

1. As used in these Provisions and Assurances,
 - a. **Contract** means the entire document, whatever its name or form, of which these Provisions and Assurances and other attachments and schedule, including, but not limited to, Amendment Request, Capital Outlay Request, Budget Summary, and the Final Expenditure Report.
 - b. **Contract Project** means the purpose intended to be achieved through the Contract of which these Provisions and Assurances are a part.
 - c. Roles and Responsibilities of the Contractor
 - d. Roles and Responsibilities of Upbring Head Start
 - e. Financial
 - f. Invoicing Supporting Documentation
 - g. Standards of Conduct
2. This Contract is executed by Upbring Head Start and Contractor subject to the availability of funds appropriated by the legislative act for the purposes stated. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Contract or any other document, this Contract may be terminated by Upbring Head Start and the Contractor at any time with sixty (60) days written notice. Expenditures and/or activities for which the Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Upbring Head Start beyond the last day of service. This Contract may be extended or otherwise amended only through formal written amendment properly executed by both Upbring Head Start and Contractor. No other written or oral agreement purporting to alter or amend this contract shall be valid.
3. Notwithstanding the foregoing, the Contractor shall, to the extent necessary to provide legally required student services related to this agreement, be permitted to procure educational services providers for that purpose without violating this agreement.
4. All encumbrances, accounts payable, and expenditures shall occur between this Contract's beginning and ending dates. If terminated early, it shall not exceed beyond the last day of

service. All goods must have been received and all services rendered during the Contract period for the Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or expenditures.

5. Contractor agrees that this is a cost reimbursement Contract, and that Upbring Head Start's liability hereunder is limited in making reimbursements for allowable costs incurred as a direct result of services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as necessary, reasonable, and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in this Contract, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the items described in this Contract.
6. Contractor shall maintain its records and accounts to ensure a full accounting for all funds received and expended by the Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by Upbring Head Start and by others authorized by law or regulation to make such an audit, for a period of not less than five (5) years from the latter or the date of completion of the Contract Project, or the date of the receipt by Upbring Head Start of Contractor's final claim for payment, or final expenditure report in connection with this Contract or, if an audit has announced, the records shall be retained until such audit has been completed. The contractor will furnish Upbring Head Start with a copy of the annual audited financial report for this grant period.
7. All materials, conceptions, and products produced or conceived by the Contractor, its employees, agents, consultants, or subcontractors arising out of the Contract Project shall be the shared property of Upbring Head Start and the Contractor. Neither shall have the exclusive right to copyright and patent these materials, conceptions, and products subject to applicable law. Before either party copyright or patent, the other shall obtain, in writing, consent.
8. If this Contract is canceled, terminated, or suspended by Upbring Head Start before its expiration date, the monetary value of services properly performed by the Contractor pursuant to this Contract shall be determined in collaboration with the Contractor and Upbring Head Start and paid to Contractor in accordance with the Texas Prompt Payment Act. Expenditures and/or activities for which the Contractor may claim reimbursement shall not be accrued or claimed after receipt of such notice from Upbring Head Start beyond the last day of service as stated above.
9. If Upbring Head Start determines that it has made an overpayment to the Contractor, Upbring Head Start shall, within 30 days of the date Upbring Head Start learns of the overpayment, notify Contractor that an overpayment has been made. Upbring Head Start shall write a brief statement stating why it believes an overpayment has been made and the amount it believes to have been overpaid. The contractor shall have 14 days to review Upbring Head Start's statement. The contractor shall notify Upbring Head Start if it agrees or disagrees with the claim for the

overpayment. If the Contractor agrees that an overpayment has been made, then the Contractor shall return the overpayment to Upbring Head Start within 30 days of the date Contractor makes the determination. Suppose the Contractor determines that an overpayment has not been made or that the overpayment amount is less than that identified by Upbring Head Start. In that case, the Contractor shall notify Upbring Head Start that the Contractor is withholding the disputed amount and identify the amount the Contractor intends to return to Upbring Head Start. If the Contractor determines that a partial overpayment has been made, the Contractor shall return the overpayment amount to Upbring Head Start. Upbring Head Start may seek to recover any disputed amount in accordance with applicable state and federal law. Claims for overpayments must be submitted by Upbring Head Start before the last day of instruction of the school year in which the disputed funds were paid to the Contractor. All claims for overpayments occurring within 60 days of the last day of instruction must be submitted within 45 days of the last date of instruction. Untimely claims for overpayments are deemed waived by Upbring Head Start.

10. In the event of loss, damage, or destruction of any property, excluding normal wear and tear or attributable to an event of Force Majeure, owned by Upbring Head Start while in the custody or control of Contractor, its employees, agents, consultants or subcontractors, whether the property is developed or purchased by Contractor pursuant to this Contract utilizing Head Start funds or is provided by Upbring Head Start to Contractor for use in the Contract Project, Contractor, and Upbring Head Start shall negotiate a replacement.
11. The terms, conditions, and assurances stated in the Head Start funding application request, in response to which Upbring Head Start submitted this application, are incorporated herein by reference for all purposes.
12. Federal regulations that apply to the Contract and/or Grant.
 - Local Education Agency (LEA): 45 CFR Part 74, and OMB Circulars A-87 and A-128.
 - U.S. Department of Health and Human Services Office of Human Development Services Discretionary Grants Administration Manual.
 - Performance Standards for the operation of the Head Start Program Performance Standards as they are stated in 45 CFR Chapter XIII, September 2016.
13. For federally funded projects and personnel whose salaries are prorated between or among different funding sources, Time and Effort records will be maintained by the Contractor, confirming the services provided within each funding source. The contractor will utilize Time and Effort records to complete Semi-Annual Certification to be submitted to Upbring Head Start, no less than semi-annually.
14. If the Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, for recording and insurance purposes, title remains in the Contractor's name. However, suppose the Contractor is provided Head Start funds. In that case, the Contractor acknowledges that Upbring Head Start retains a federal interest in such property

and that such property cannot be disposed of without prior approval from Upbring Head Start and federal Head Start authorities. Upbring Head Start reserves the right to transfer capital outlay items for Contract non-compliance during the Contract period or as needed after the Contract's ending date. This provision applies to all federal interest furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record.

15. Contractor shall submit by email to Kelly Reams- Kelly.Reams@upbring.org time and effort reports, expenditure reports, and invoices by the 10th of each month, along with Invoice Supporting Documentation. Documentation will be reconciled with daily attendance as submitted into the data system. Upbring Head Start agrees to a reimbursement term of 30 days. Expenditure reports shall reflect the expenditures made during the preceding calendar month. When the 10th day of a month falls on a weekend or day on which the Contractor's central office is closed, the expenditure report shall be due the next business day after the Contractor's administrative offices reopen.
16. Contractor agrees to make its records pertaining to this grant available to Upbring Head Start or its agent upon request by Upbring Head Start for review to determine compliance with the grant requirements. When requested, the contractor will furnish Upbring Head Start with a copy of its annual audited Financial Report for this grant's period.
17. Applicable to programs funded under the Elementary and Secondary Education Act, as amended: The Contractor assures it complies with Section 37.007(d) of the Texas Education Code, which requires the expulsion of a student who brings a firearm as defined by the 18 U.S.C. Section 2891 to school [P.L. 103- 382, Section 14601(d)(1)]. In addition, the applicant certifies that the Contractor has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school [P.L. 103-385, Section 14602 {a)].
18. Costs and third-party non-federal share contributions counting towards satisfying a cost-sharing or matching requirement must be verifiable from the records of Upbring Head Start or a cost-type contractor. These records will include how the value placed on third-party in-kind contributions was derived. For personnel costs, documentation regarding how the organization supports the allocation of regular personnel costs, 45 CFR-Part 92.24 must be maintained and available upon request. Note: any personnel cost must be covered with time and effort documentation, OMB Circular A-87.
19. Contractor shall implement procedures for managing equipment, whether acquired in whole or in part, with grant funds until disposition takes place and that, as a minimum, meet management requirements stated in 45 CFR-92.32.
20. Contractor shall fully comply with the property and equipment requirements of 45 CFR Part 74, including but not limited to Sections 74.30 through 74.37 and 74.45.

a. Insurance Coverage

- b. Real Property
 - c. Federally owned and exempt property
 - d. Equipment
 - e. Supplies
 - f. Intangible property
 - g. Property trust relationship
21. Contractor shall seek and obtain Upbring Head Start’s prior written approval; such approval shall not be unreasonably withheld before implementing any proposed expenditure which, by applicable federal rules and policies, would require prior approval to be obtained from the U.S. Department of Health and Human Services (HHS).
22. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any state or federal program. The contractor shall provide immediate written notice to Upbring Head Start, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals thereof, Contractor learns that its certification was erroneous when made or have become erroneous because of changed circumstances.
23. To hear and resolve concerns or complaints in a timely manner and at the lowest administrative level possible, Upbring Head Start and Contractor will utilize program implementation POCs to resolve any grievance issue. When grievances cannot be resolved at this level, they will be escalated to each respective party’s chain of command and contract negotiation POCs for further action. When grievances still cannot be resolved at these levels, involving the School Board and/or Upbring Head Start Executive Board may become necessary.
24. Contractor agrees to provide certified teachers and qualified teacher assistants in accordance with Contractor’s policies and procedures. The contractor will be responsible for hiring and terminating its employees according to their legal procedures and obligations. The contractor shall act according to State and Federal Law pertaining to allegations of abuse or neglect. It shall communicate with Upbring Head Start and the Office of Head Start to the extent permitted by law results of the Contractor’s investigations of claims of abuse or neglect.
25. Contractor agrees to collaborate and participate in the Upbring Head Start Program. The contractor certifies that the person signing this contract has properly delegated this authority.
26. All information, including personally identifiable information concerning a student exchanged between the Contractor and Upbring Head Start, will be considered confidential. Sharing of any confidential information between the parties to this agreement does not serve to waive or affect the confidential nature of the information for purposes of state or federal law. The Parties agree to maintain the confidentiality of information they generate, maintain or exchange related to the Head Start Program and its students to the extent permitted by law.

GENERAL PROVISIONS

1. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. The district does not waive, modify, or alter, to any extent, the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.
2. Approvals or Consents. Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and effective without regard to whether given before the time required herein.
3. Governing Law. The laws of the state in which the LEA is located shall govern this Agreement, and the venue for any dispute hereunder shall be within the counties served by the LEA.
4. Entire Agreement. This Agreement and its authorizing exhibits constitute the final and entire agreement between the parties hereto and contain all the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated after the date hereto, and duly executed by the parties.
5. Any notice required or permitted under this MOU shall be deemed sufficiently given or served if sent by E-mail or by United States certified mail, return receipt requested, addressed as follows:

Upbring Head Start:
Dr. Andrew Bencoter
Chief Knowledge Officer
8305 Cross Park Dr.
Austin, Texas 78754
Andrew.Bencoter@upbring.org

Galveston ISD:
Dr. Matthew Neighbors
Superintendent
3904 Ave. T
Galveston, Texas 77550
matthewneighbors@gisd.org

Upbring Head Start and Contractor shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

ROLES & RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall operate the Head Start Program according to the local program guidelines, Head Start Act (42USC9801 et. sq.) and Head Start Performance Standards and other Administration for Children & Families (ACF) regulations as codified within Chapter 45 of the Code of Federal Regulations (CFR) Parts 1301 - 1305, and will follow Upbring Head Start protocols delineating the methodology for implementation of said standards including, but not limited to the following:

1. Adhere to all Head Start regulations, and monitor based on these regulations. Upbring Head Start will provide updates via email as changes occur. Regulations will be updated and/or added throughout the school year, as necessary and in compliance with the Office of Head Start. 1302.100
2. Provide written documentation to Upbring Head Start as needed and requested to fulfill fiscal and programmatic requirements. (Part 1303)
3. Track district non-federal share in-kind to the Head Start Program and report a minimum of \$150,000 for the current funding year. (Part 1303.4)
4. Mandate that all staff members who work with Head Start children must be familiar with state and local laws and regulations regarding prevention, identification, and reporting of child abuse or neglect and are legally obligated to report suspected child abuse or neglect to the appropriate state agency. Notify Upbring Head Start and permit the appropriate Upbring Head Start staff to assist and follow up on-site with child abuse and neglect reports and documentation. Upon request, Upbring Head Start will be provided with contractor child abuse training documentation to ensure compliance. 1302.92(b)(2)
5. The contractor will use a scientifically valid, research-based curriculum aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five. 1302.32
6. Require Head Start teachers to complete a Social Emotional and Early Development screener within 45 calendar days of the child entering the Head Start program in all Head Start classrooms and provide supporting documents to the Upbring Head Start Education Coach. Social Emotional and Early Developmental rescreen will be administered between the 20th and 45th day of the child's first school day. 1302.33(a)(1)
7. Require teachers to conduct at least two home visits for each family per school year. When feasible, one home visit should be completed before the start of the school year to engage the parents in the child's learning and development. All Contractor teachers will be accompanied by a family advocate or a designated staff at every required home visit. Teachers must make prior arrangements with the family advocate (or designated staff) to ensure enough notice to accommodate both staff and parents' schedules. If necessary, this visit must take place at another safe location that affords privacy at the parent's request or if the visit at home presents significant safety hazards for staff. The first home visit will be conducted before the child's first day of school but no later than 30 days from the child's first day. The second home visit will be completed by the end of May to discuss the third End of Year Progress results. 1302.44(1)(b)
8. Teachers hold parent/teacher conferences, as needed, but no less than two times per program year, to enhance the knowledge and understanding of both staff and parents of the child's educational and developmental progress and activities in the program. The first parent/teacher

conference will be completed in November to review accompanying the completed forms that must be made available upon request - Social Emotional and Early Development screener results, Ongoing Progress Monitoring Assessment results, and Contractor report card. The second parent/teacher conference will be completed in the month of February to discuss the second checkpoint and Contractor report card. (Depending on when the Contractor starts school, dates may vary.) 1302.44(1)(b), 1302.34(b)(7), and 1302.24(b)(3)

9. Coordinate with Upbring Education staff to provide computer repair support for Upbring Head Start classroom equipment. 1302.31(d)
10. Submit documentation to Upbring Head Start for Contractor staff travel expenses to attend Head Start required activities, such as home visits and professional staff development. All expenses are subject to GSA federal per diem rate and will be reimbursed in accordance with the state of Texas mileage rates. An invoicing form will be provided to reimburse expenses incurred, such as mileage, travel meals (when not provided), lodging, training, etc. Forms will be submitted no later than the 10th day of the following month to be reimbursed. 1302.17 (b) (7) and 1303.5(a), Upbring Head Start agrees to a reimbursement term of 30 days.
11. Make available to Head Start a registered nurse or licensed vocational nurse to conduct support services normally provided to students who need medical support and health screenings. If a healthcare provider is not available, the contractor will allow Upbring Head Start staff to contract for screening services. The Contractor will notify Upbring Head Start Family Advocate and parent if a Head Start child is involved in any incidents/accidents during operating hours on the day of the incident/accident. The contractor will utilize an Upbring Head Start-approved form to document the incident/accident and provide a copy to the parent on the day of the incident/accident. 1302.42 and 1302.47(c)
12. Make available to Head Start children a certified school counselor or social worker to conduct support services, normally provided for children who require additional support. Make referrals to Upbring Head Start or mental health entities for mental health evaluations. The contractor will coordinate with the Upbring Head Start Mental Health Director and Upbring Special Programs Director to provide Upbring Head Start staff with completed Individual Education Plans and Behavior Improvement Plans. The contractor will involve Upbring Head Start personnel (via invite through the Head Start Special Program Specialist for participation in all Admission Review Dismissal (ARD) and 504 meetings for Head Start children. If indicated on the child's IEP, as the LEA, the Contractor or Co-op will meet the "one on-one" supports as stated. 1302.45
13. Contractor is responsible for providing meals and snacks to all Head Start students at no cost. Family-style meals are required at least one meal or snack a day. Snacks and mealtimes must be structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development,

and socialization. Programs are encouraged to meet this requirement with family-style meals when developmentally appropriate. A program must also provide sufficient time for children to eat, not use food as a reward or punishment, and not force children to finish their food. Specifically, a program must: Ensure each child in a program that operates for fewer than six hours per day receives meals and snacks that provide one-third to one-half of the child's daily nutritional needs; Ensure each child in a program that operates for six hours or more per day receives meals and snacks that provide one-half to two-thirds of the child's daily nutritional needs, depending upon the length of the program day; Serve three- to five-year-old meals and snacks that conform to USDA requirements in 7 CFR parts 210, 220, and 226, and are high in nutrients and low in fat, sugar, and salt. 1302.31 (e)(2)

14. Ensure that staff uses positive methods of child guidance. Practices that involve corporal punishment, emotional or physical abuse, humiliation, and expulsion are prohibited. Head Start standards strictly prohibit corporal punishment. The contractor must severely limit the use of suspension or modified days due to a child's behavior, and such suspensions may only be temporary. In addition, ensure that methods of discipline do not involve child isolation, using food as punishment or reward, or denying basic needs. All Contractor staff with Head Start children will sign the "Standards of Conduct." The contractor will coordinate with Upbring Head Start staff to address mental health concerns. If suspected abuse/neglect (unsupervised child) occurs, the Contractor principal will immediately remove any suspected Contractor teaching staff from the classroom until an investigation is completed. The Contractor principal will provide other Contractor teaching staff and/or subs that have cleared all background checks to ensure Head Start classroom meets ratios outlined in the HSPPS. 1302.17, 1302.90(c) and 1302.45
15. Require the campus administrator, clerks, and teacher(s) to collaborate with Upbring Head Start Family Advocates and Upbring Head Start management team to achieve comprehensive services, including hearing, vision, heights, weights, resources and referrals, and School Readiness Performance Standards. 1302.42.
16. The campus administrator will provide Family Advocate and/or Education Coach with a workspace and internet access conducive to providing Family Advocate and families privacy to discuss and complete sensitive documentation. 1303.21, FERPA
17. Permit the Contractor Health Services Advisory Committee (HSAC) to include an Upbring Head Start HSAC representative. 1302.40
18. As per Head Start requirements, Contractor classroom teachers and aides will participate in an initial health examination and TB screenings funded by Upbring Head Start. Provide proof of completion to Upbring Head Start. Maintained records of completion and results of those exams and screenings in employee personnel files. 1302.93

19. Teachers will take attendance upon arrival of the child through electronic means provided by Upbring Head Start. If internet capabilities are unavailable during attendance, teachers will manually take attendance on a form provided by Upbring Head Start.

20. Contracting teachers will be responsible for ensuring that children are always kept safe. Teachers are responsible for ensuring children’s safety by completing checklists. Upbring Head Start Education Coach and teacher will review checklists every week. Teachers must report any environmental health and safety concerns immediately to their principal, who will, in turn, report concerns immediately to the Upbring Head Start Regional Director. 1302.47
 - a. At least 35 square feet of available usable indoor space and 75 square feet of usable outdoor space per child. This footage excludes bathrooms, halls, kitchens, staff rooms, and storage places. 1302.31(d) and 1302.21(d)(2)
 - b. ISD teachers will maintain all classrooms in accordance with the Office of Head Start standards.
 - c. The contractor will be responsible for repairing any environmental health and safety issues immediately and have alternate plans. If a repair takes more than one day, the principal or his/her designee will inform the Upbring Head Start Regional Director. The principal will immediately determine the necessary action to fix the issue and share the alternate plan with the Head Start Regional Director. The contractor will maintain records of all work orders and repairs throughout the school year and provide copies to Upbring Head Start upon request. 1302.47

21. Transportation: Upbring Head Start does not provide transportation services other than transportation affiliated with activities such as field trips. If the Contractor elects to provide bus transportation services, it is at their discretion and is not covered in this contract.
 - a. Upbring Head Start will be submitting a Transportation Waiver to the Office of Head Start for SY 2025-2026. In the event a waiver is not approved, the following steps must be followed per Head Start performance standards. Upon waiver approval, Upbring Head Start will provide a copy of the said waiver to the Contractor.
 - i. Contractors must ensure each child is seated in a child restraint system appropriate to the child’s age, height, and weight when transporting children on a field trip during Head Start hours. Upbring Head Start will evaluate existing restraint systems or work with the Contractor to procure appropriate restraint systems.
 - ii. Contractors will provide a trained bus monitor (Upbring Head Start will provide training). The monitor will have training on child boarding and exiting procedures, how to use child restraint systems, completing required paperwork, how to respond to emergencies, emergency evacuation procedures, child pick-up and release procedures, and how to conduct pre-and post-vehicle checks, Monitors are subject to staff safety requirements in 1302.47(b)(4) including CPR and First Aide.

- iii. When possible, time on the bus should be limited to a maximum of 1 hour, one way.
 - iv. Bus driver will perform a bus inspection pre- and post-trip.
 - v. Driver must have a CDL and have a disclosure by the driver of all moving traffic violations regardless of penalty, a check of the drivers driving record through the appropriate state agency. Driver must have received training and annual refresher training both in the classroom, sufficient to ensure the driver can operate the vehicle in a safe and efficient manner, can safely run a fixed route, can administer first aid in case of injury, and can handle emergency situations including vehicle evacuation, and operating any special equipment. Driver must conduct routine maintenance and safety checks of vehicle and maintain accurate records as necessary.
22. Field Trips: Field trips are considered an extension to the classroom, and as such, the Contractor must adhere to Head Start performance standards and regulations regarding all aspects involved with field trips, including transportation, tie to curriculum, and supervision during field trips. Upbring Head Start will not sponsor field trips. All field trips will be at the expense and responsibility of the Contractor.
- a. Upbring Head Start will not sponsor field trips. All field trips will be at the expense and responsibility of the Contractor.
23. Contractor must coordinate with Upbring Head Start during the application and enrollment process to select and enroll Head Start-eligible children based on Upbring Head Start policies and procedures. Collectively with Upbring Head Start, the program must include specific efforts to actively locate and recruit children, including homeless children and children in foster care. Contractor partners will communicate with Upbring Head Start to identify Head Start and ISD-eligible children. Both parties will work in tandem to ensure families complete dual enrollment. The parties will accept students without discrimination based on gender, race, nationality, disability, economic status, religion, or parental marital status. Priority for all Head Start slots in the classroom will first be given to children returning for a second year of Head Start services. In the event of an open slot, all efforts will be made to replace the children with an eligible child on the Head Start waitlist within 30 days.
24. If an eligible child is not available, Upbring Head Start has the authority to re-evaluate enrollment slots to accommodate family and community needs. Consideration to reallocate slots to other locations will be considered. All available slots will be filled at the discretion of Upbring Head Start. ISDs will collect Head Start eligibility information on students and maintain a list of eligible children to be shared with Upbring Head Start upon request. The contractor will provide Upbring Head Start with all new applications when received. 1302.13 and 1302.15 (a).

25. All teaching staff are contracted for a full day and must not leave before the children leave, other than for approved leave, in which case the Contractor must provide coverage for that classroom with qualified personnel. **Each Classroom must always maintain a minimum of two adults for up to 20 children during the school day and must always have a minimum of two qualified adults with children (even if under 20 children).** Teachers will follow the active supervision protocol and ensure knowledge of the number of children present. Teachers must zone and avoid congregating outdoors to ensure all children’s safety. During the monthly staff meetings and professional development, teachers will review and discuss active supervision forms and procedures. 1302.21(b)(4)
26. **The contractor is responsible for providing a substitute for any classroom staff when there is an absence.** Compensation for a substitute cannot exceed the maximum allowable budget as outlined. Upbring Head Start will be responsible for compensating the substitute if an absence occurs due to Upbring Head Start business. The Contractor will request reimbursement on the monthly invoice. Contractor substitutes must meet all Head Start staff requirements as per mandate and sign the Upbring Head Start Standard of Conduct. Part 1302.91(e)(2).
27. Provide a Head Start-qualified teacher and a teacher assistant for each Head Start classroom. The contractor must provide documentation verification of credentials upon request to Upbring Head Start. When pursuing a credential, as detailed below, the Contractor must provide transcripts and proof of enrollment into a baccalaureate program. 1302.91 and Sec. 648A Head Start Act, and TEA 29.167-29.171.
- a. Teacher
 - i. Head Start teachers in center-based programs must have:
 - 1. An Associate, Baccalaureate, or advanced degree in early childhood education; or
 - 2. A Baccalaureate or advanced degree and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children.
 - b. Teacher Assistant
 - i. Head Start teaching assistants in center-based programs must have:
 - 1. At least a Child Development Associate Credential.
 - 2. Be enrolled in a program leading to an Associate or Baccalaureate degree; or
 - 3. Be enrolled in a Child Development Associate Credential program to be completed within two years; or
 - 4. Minimum of CDA and obtained within two years of the date of hire or BA or AA degree.
 - c. Contractor Teachers, Teacher Assistants, and Substitutes will require the following:
 - i. Background check per item 31 below

- ii. TB test
 - iii. Training as delineated in item 27 below.
28. Annually, each contracted Head Start teaching staff will participate in Professional Development. The results will be reviewed to identify staff training and professional development needs, assist each staff member in improving his or her skills and professional competencies, and modify staff performance agreements if necessary. 1302.92 and Section 648A (f)
29. All Contractor teaching staff in Head Start classrooms must attend mandatory Head Start training sessions, including policy and procedures, onboarding, in-service training, and ongoing practice-based coaching. Part 1302.91 and 1302.92 Training includes but is not limited to:
- a. On-Boarding: new teaching staff will attend Upbring Head Start On-Boarding, including but not limited to:
 - Upbring Head Start Policy and Procedures
 - Head Start Program Performance Standards
 - ISD Handbook Training
 - Teacher/Teacher Assistant Expectations and Compliance
 - b. Attend annual Upbring Head Start In-Service training, including but not limited to:
 - Child Abuse and Neglect
 - Reporting child abuse and neglect
 - Emergency planning for childcare providers
 - Managing common childhood illnesses in the childcare setting
 - Medication administration in a childcare setting
 - Keeping children safe from hazards
 - Transporting children safely
 - Upbring Head Start Protocols
 - Upbring Head Start Standards of Conduct
 - c. Practice-Based Coaching, teachers will attend monthly professional training.
 - d. Teachers will actively participate in their Professional Development Plan supported by ongoing coaching and mentoring by Education Coach.
 - e. The contractor will provide Upbring Head Start Regional Director with agendas, certificates, and sign-in sheets of all training provided to Contractor staff in Head Start classrooms.

30. The contractor's designee will coordinate with Upbring Head Start Family Advocate to ensure each Head Start child has had:
- a. the required EPSDT immunizations prior to the start of school
 - b. a health history completed within 90 days of the first day of school 1302.42(b)(4)
 - c. a growth assessment within 90 days of the first day of school 1302.42(b)(4)
 - d. a vision test within 45 days of the first day of school 1302.42 (b)(2)
 - e. a hearing test within 45 days of the first day of school 1302.42(b)(2)
 - f. a speech/language screening within 45 Days of the first day of school 1302.33(a)(1)
 - g. a dental exam within 90 days of the first day of school 1302.42(b)(1)(i)
 - h. h. a physical examination within 90 days of the first day of school 1302.42(b)(1)(i)
 - i. a hemoglobin/hematocrit within 90 days of the first day of school 1302.42(b)(1)(i)
 - j. an acceptable blood pressure report within 90 days of the first day of school 1302.42(b)(1)(i)
 - k. an acceptable Lead Test within 90 days of the first day of school 1302.42(b)(1)(i)
31. Contractor teaching staff in Head Start classrooms will use the approved Progress Monitoring tools as the child assessment tool to be conducted three times throughout the academic year (BOY, MOY, and EOY). All teachers will document and score all observables in an approved Progress Monitoring system including:
- Social & Emotional Screener
 - Early Writing Checklist
 - Physical Development and Health
 - Approaches to Learning
 - Speech Production & Sentence Skills
 - Motivation to Read
- a. Teachers will also maintain student portfolios to include student work such as writing samples, cutting samples, and art samples.
 - b. Teachers who do not maintain proper documentation will be out of compliance with the contract and not eligible for reimbursement. 1302.33(b).
32. Contractor teaching staff will participate in at least two CLASS observations per calendar year, video recorded for professional development and CLASS feedback, and complete a coaching conference report with the education coach for professional development. 1302.92(c), 1304.11(c) and 1304.16

33. Pursuant to Section 648A of the Head Start Act and 1302.90(b), a criminal record check must be conducted on all prospective new hires and current staff, consultants, contractors, and volunteers working with Head Start children. Contractors must provide either proof of completed checks below or information including driver's license, social security number, and basic identifying information on all staff, consultants, contractors, and volunteers before they begin working with Head Start children to allow Upbring Head Start completion of the following checks:
 - a. State Criminal History records, including fingerprint check.
 - b. Federal Bureau of Investigation Criminal History records, including fingerprint check
 - c. Sex Offender Registry check
 - d. Child Abuse and Neglect State Registry check
34. Contractors must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check, including any arrest, pending criminal charge, or conviction, and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858f(c)(1)(D) and 42 U.S.C. 9858f(h)(1) or tribal disqualifications factors to determine whether the prospective employee can be hired or the current employee must be terminated.
35. Upbring Head Start must conduct the complete background check for each employee, consultant, or contractor at least once every five years, which must include each of the four checks listed above, and review and make employment decisions based on the information as described in paragraph 1302.90 (b)(3) unless the program can demonstrate to the responsible HHS official that it has a more stringent system in place that will ensure child safety. The contractor will provide information to Upbring Head Start to conduct the necessary background checks.
36. Contractor Education Department will coordinate and collaborate with Upbring Head Start Education team to ensure seamless services, including but not limited to; behavior management, classroom management, assessments and data, transitions in and out of the program, and ensuring Head Start Policies and Procedures are carried out in the classroom. 1302.91(a), 1302.92(b), and 1302.92(c).
37. Contractor will participate in and comply with all federal monitoring visits. Upbring Head Start will conduct regular announced and unannounced monitoring visits. 1302.100.
38. Contractor staff will foster relationships with families served and share concerns or unmet needs with Family Services staff.

39. New contractors must complete and submit a TXHHSC Educational Facility – Request for Exemption from Regulation under 40 TAC 745.119 form. This is a one-time submission. Upbring Head Start will assist upon request. A copy of the exemption must be provided to Upbring Head Start.
40. If permitted by state law, the Contractor will provide Upbring Head Start with notice if a Head Start child becomes the subject of a report of abuse or neglect or if the child sustains an injury requiring medical treatment. If permitted under state and federal law, the Contractor will provide Upbring Head Start with notice of the outcome of an investigation once the Contractor has concluded the investigation. If the nature of the allegation and investigation is such that another agency takes over the investigation, then Upbring Head Start shall communicate directly with that agency to obtain the investigation results. If the results of an outside agency’s investigation are shared with Contractor, Contractor shall, if allowed by law, notify Upbring Head Start of the agency’s determination regarding the allegation(s).
41. Contractor must confirm with Upbring Head Start before employment of personnel whose positions will be funded by Upbring Head Start that the person proposed for employment meets the minimum Qualification and Competency standards required by the regulations governing the reimbursement funding for the position. The contractor shall have the sole authority to make hiring decisions for personnel employed by the Contractor. If it becomes necessary for the contractor to hire an employee for an open position related to this collaboration, Upbring Head Start will be invited to participate in the interviews. 1302.91 Staff Qualifications and Competency Requirements.
42. If a teacher, teacher assistant, or staff member cannot be recruited and all measures to find a qualified person to be in the Head Start Classroom have been exhausted, the ISD partner may hire and place the person on a professional development growth plan with stipulations that the required qualifications must be completed within an established time frame. Professional Development Growth Plan must be turned in to Upbring Head Start to submit for a waiver with the Office of Head Start for approval.
43. Contractor shall work with Upbring Head Start to support successful kindergarten transitions by using evidence-based transition practices throughout the year. 1302.71
44. Contractor will be responsible for all non-classroom related supplies and expenses and janitorial services covered within this agreement.

ROLES AND RESPONSIBILITIES OF UPBRING HEAD START

Upbring Head Start shall serve as fiscal agent for the Head Start Program review for compliance with all program requirements. Upbring Head Start will provide training and technical assistance

to school district partners regarding compliance with Upbring Head Start program guidelines, Head Start Performance Standards, and other Administration for Children & Families (ACF) regulations as codified within Chapter 45 of the Code of Federal Regulations (CFR) Parts 1302, including, but not limited to the following:

1. Upbring Head Start will conduct two CLASS™ observations in Head Start classrooms and will provide feedback to the teacher and, if appropriate, the school administrator. Upbring Head Start Education Coaches will provide additional support through practice-based coaching in specific areas of concern in CLASS observations. 641A(c)(2)(f), 1304.11(c), and 1302.92(c)
2. Upbring Head Start Leadership Team will share the Program Information Report (PIR) annually and relevant applicable data upon request. 642(d)(2)
3. Provide a blanket policy of student accident insurance for Head Start children during the hours of school that complies with all federal regulations and requirements of Head Start and any state law or regulations. 1303.12
4. Work with families of Head Start children to ensure they receive their annual physical and dental checkups or Upbring Head Start will obtain a refusal by the 90th day of the child's first date of school attendance. 1302.42(b)(1)(i)
5. Ensure partners are utilizing a Texas-approved, comprehensive educational curriculum for use in the three-year-old program (when applicable) as well as the four-year-old program, with both programs integrating Head Start Performance Standards and Texas pre-kindergarten curriculum guidelines. 1302.32
6. Reimburse the Contractor's staff for travel expenses to attend Head Start required activities, such as home visits and professional staff development, upon receipt of appropriate documentation. Mileage will be reimbursed at the state rate and through ISD invoicing only. Any expenses incurred must have an original receipt for full reimbursement. Upbring Head Start agrees to reimbursement terms of 30 days. 1304.21 and 1304.52
7. Provide a Mental Health Professional to review Social Emotional, and Early Development results and make referrals for additional mental health support. 1302.33(a)(1)
8. Provide parent education and staff training in the service areas of education, mental wellness, disabilities, nutrition, health/safety, parent involvement, social services, and transportation safety. 1302.53(a)(2)(v)
9. Identify and network with community resources to assist families. 1302.53(a)(2)
10. Establish an appropriate Executive Board, Policy Council, Parent Committee, Health Services Advisory Committees, and any appropriate subcommittee according to program requirements. 1301

11. Communicate program information promptly to all interested parties, including district administrators, staff, program families, Policy Council, Parent and subcommittee groups, Upbring Head Start Governing Board, and Executive Staff. 642(d)(2)
12. Conduct an annual, program-wide, Self-Assessment, and Quality Improvement Plan, review, and update the Community Assessment if any significant changes have occurred within the community. Implement systematic program changes called for by the Quality Improvement Plan. 1302.11 and 1302.102(b)(2)
13. Provide on-site programmatic support and promote best practices to classroom teachers and aides, family services specialists, campus administrator(s), business office manager, school nurse, school counselor, food service staff, transportation staff, special education staff, and any other staff who support the Head Start Program. 1302.91(a) and 1302.92(c)
14. Participate in ARD 504 meetings and assist with coordinating and providing comprehensive services for families and children with identified needs at the child's home district. 1302.45
15. Maintain the security and confidentiality of all records of children and their families, including but not limited to compliance with Family Educational Rights and Privacy Act (FERPA) requirements. 1303.20
16. New Hire - On-boarding - Before a teacher/teacher assistant or substitute is placed in the Head Start classroom, Upbring Head Start will provide new hire onboarding, including teacher expectations, ISD Handbook training, and Head Start Program Performance Standards and compliance.
17. Prior to the commencement of the school year, Upbring Head Start will provide mandatory training at in-service. Additional training will be provided as Upbring Head Start deems necessary. Training will be provided for contractor Head Start staff in the service areas of education, mental wellness, disabilities, nutrition, health, safety, parent involvement, and social services. Upbring Head Start will communicate all professional development requirements and dates as early as possible. 1302.91(a) and 1302.92
18. Designated staff will provide appropriate family partnership services. 1302.91(e)(7)
19. Provide reimbursement of staff physical exams and TB screening tests only through Upbring Head Start invoicing process. The contractor staff will need to provide an original receipt. 1302.93
20. Purchase classroom supplies and materials to fulfill program requirements, up to \$1,500 per classroom. Non-classroom-related expenses are not covered. Inventory and account for all Upbring Head Start materials in accordance with all federal requirements. 1304.51
21. Upbring Head Start will cover the cost of rent and lawn services of satellite campuses; janitorial expenses will not be covered.

22. Provide vehicle and pedestrian safety training for all Head Start children and parents as required by Head Start Performance Standards. 1302.46(b)(v)
23. Upbring Head Start will conduct regular announced and unannounced monitoring visits to ensure continuous improvement for achieving program goals that ensure child safety and delivery of effective, high-quality program services. 1302.100
24. Designated Upbring Head Start staff will provide training on Head Start Policies and Procedures and monitor based on these policies and procedures. Upbring Head Start will provide updates via email as changes occur. 1302.100
25. Upbring Head Start Education Staff will assist in classroom setup; provide approved materials to ensure the classroom is conducive to learning. Education Coaches will complete classroom environment checklists prior to the first day of school. 1302.31 (c) and (d)
26. Upbring Head Start will provide and assist in completing the application for prospective Head Start parents. Upbring Head Start will participate in the selection of Head Start children based on the selection criteria. 1302.12 and 1302.14
27. Upbring Head Start will have responsibility for completing and submitting all required incident reports to the Office of Head Start. Upbring Head Start leadership will actively participate in the investigation and outcomes regarding any incident involving a Head Start child.
28. Education Services leadership will participate in the interview process to select personnel working in funded Head Start positions.
29. Upbring Head Start will provide, upon request, consultation, clarification, and subject matter expertise regarding all Head Start standards and the Head Start Act.
30. Upbring Head Start will provide an Education Coach for the classrooms. The coach will be or become CLASS reliable and provide ongoing coaching services for the teachers and teacher assistants. The Education Coach and/or Education Coordinator will go through T-TESS training.

School Fiscal Year: September 1, 2026, through August 31, 2027.

Grant Year: April 1, 2026, through March 31, 2027.

Total Award Amount: Not to Exceed: \$507,009

Campus: 8 Teachers - ISD Teacher up to 50% of salary and not exceed \$267,792 per year; **8 Teacher Aides** - ISD Teacher Aide up to 100% of salary and not to exceed \$214,688 per year; **1 Floater** – Floater up to 50% of salary and not exceed \$12,529; **154 Head Start Students.**

Teachers and aides to provide services to up to (154) Head Start eligible three and four years of age students for a **full day; teachers must not depart (other than scheduled approved leave) before**

children’s departure. An administrator must be present when children and staff are present at the location. Galveston ISD classroom allotted slots will be maintained at 154 HS students. The 154 students cannot be divided into more than ten classrooms.

The contractor will notify Upbring Head Start of any change in teacher or aide assigned to the Contract and any change in salary. The contractor will work collaboratively with Upbring Head Start to maintain 100% Head Start enrollment per class; if Head Start enrollment drops below 100%, the Contractor’s pay allocation will be adjusted in accordance with the number of students per classroom as submitted in supporting documentation with monthly invoices and as reconciled with daily attendance submitted into the data system. If 100% of slots cannot be maintained, slots will be allocated to a center with an eligible waitlist.

The reimbursements to the Contractor shall not exceed the total award amount for the Program year.

Funds Flow:

- Federal law requires that a recipient has no more than three (3) days’ operations cash on hand; therefore, funds will flow on a monthly reimbursement basis.

Financial Reporting Requirements:

- Invoices and time and effort reports are due monthly by the 10th of each month. The contractor must include reimbursable amounts, supporting documentation per contract, and non-federal shares for payment to be processed.
- Final Expenditure Report is due no later than 30 days after the last service date.

Carryover of funds:

- Carryover of funds from one fiscal year to another is not allowed.

Unobligated Funds:

- Any unobligated funds will not be allowed for purposes other than those stated within this contract.

EXECUTED and **AGREED** to as of the dates indicated below.

Upbring Head Start

Contractor

Signature
Dr. Andrew Benscoter,
Chief Knowledge Officer

Signature
Dr. Matthew Neighbors
Superintendent

Date: _____

Date: _____

Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and Consider Approval of the proposed contractors for Bid Packages #7R1 (Steel Re-Bid) and 11 (Exterior HM Doors, Storefront, and Curtain Wall) for use on the Ball High School South Renovation Project.

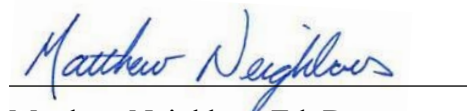
On the Ball High School South Renovation project through public procurement in compliance with TEA and Texas statutory regulations, bids were requested for the following project bid packages:

Bid Package #7R1 – Structural Steel @ Additions

Bid Package #11 – Exterior Hollow Metal Doors, Storefronts and Curtain walls

In total, 22 vendors were contacted regarding the bid opportunity with Galveston Independent School District for Bid Packages #7R1 (Steel Re-bid). In total, 25 vendors were contacted regarding the bid opportunity with Galveston Independent School District for Bid Package #11 (HM doors, Exterior Storefront and Curtain Wall systems) on the Ball High School South Renovation Project. In addition, public notification postings were performed. Funds utilized will be from the Bond 2022-2023 proceeds.

RECOMMENDATION: I move that the Board of Trustees approve contractors to be named for Bid Packages #7R1 and #11 in the amounts under separate cover with recommendation letter.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Criteria (Overall Panel Score)	Weight	HouTex
1. The Amount of the base proposal and each alternate;	60	60
2. The offeror's experience and reputation. Whether the offeror's financial capability is appropriate to the size and scope of the project;	10	7
3. The length of construction time proposed ;	5	5
4. Offeror's ability to work with the Owner and Architect in a team effort to minimize additional costs and change orders;	5	5
5. The quality of the Offeror's performance and work on previous contracts and school projects of similar scope;	5	3
6. The probability of satisfactory work, repair and service, and maintenance performed by the Offeror after substantial completion and during warranty periods;	5	4
7. The Offeror's safety record, safety record being defined as an Offeror's OSHA (Officer of Safety and Health Administration) inspection logs for the last three years, a loss analysis from the Offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the Offeror;	5	4
8. Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.	5	3
Final Score	100	91
		X
X Recommended Vendor		

Initials: Zachary Johnson, Ana Escobar, James Grant, Jeff Martello	Date: 4/15/2026
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April 21, 2026

GALVESTON INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
Galveston, TX

RE: BID PACKAGE 7R AWARD RECOMMENDATION

To the GISD Board of Trustees,

Reference is made to the bids received between 2/10/2026 and 03/26/2026 for the Ball High School South Renovation Project.

BID PACKAGE #7R: STRUCTURAL ADDITIONS RE-BID

Scope: The Work consists of a 2-story addition with gang restrooms and elevator pit/shaft and a separate 1-story scene shop addition. Scope includes structural steel fabrications and erection, floor decking, roof decking and roof access ladders. This specifically excludes window/door openings, cavity insulation, roofing, masonry, waterproofing, precast, concrete and earthwork.

Two bids were obtained:

1. Broome Welding & Machine Co.
2. Austin Iron

Ref	Description	Broome Welding & Machine Co.	Coltzer Company Budget
1	Structural Steel Erection and Fabrication	\$436,500.00	\$509,500.00

Based on the available information and the budget allocated to this project, Coltzer Company, LLC has chosen to recommend **Broome Welding & Machine Co.** for this scope of the project.

Lidija Bikova
General Manager



April 21, 2026

GALVESTON INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
Galveston, TX

RE: BID PACKAGE 11 AWARD RECOMMENDATION

To the GISD Board of Trustees,

Reference is made to the bids received between 2/10/2026 and 04/10/2026 for the Ball High School South Renovation Project.

BID PACKAGE #11: STOREFRONTS, CURTAIN WALLS AND EXTERIOR DOOR OPENINGS

Scope: The Work consists of furnishing of all labor, materials, equipment, and services necessary for the complete installation of new exterior openings as defined in the contract documents. This includes, but is not limited to: storefront systems, curtain wall systems, doors, frames & hardware, as per the Door Schedule.

One bid was obtained:

1. Summit Doors & Hardware, Inc.

Ref	Description	Summit Doors & Hardware, Inc	Coltzer Company Budget
1	Exterior Door Openings (HM Frames, Doors, and Hardware)	\$231,495.00	\$343,750.00

Based on the available information and the budget allocated to this project, Coltzer Company, LLC has chosen to recommend **Summit Doors & Hardware, Inc** for this scope of the project.

Lidija Bikova
Senior Project Manager



April 21, 2026

GALVESTON INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
Galveston, TX

RE: BID PACKAGE 11 AWARD RECOMMENDATION

To the GISD Board of Trustees,

Reference is made to the bids received between 2/10/2026 and 04/10/2026 for the Ball High School South Renovation Project.

BID PACKAGE #11: STOREFRONTS, CURTAIN WALLS AND EXTERIOR DOOR OPENINGS

Scope: The Work consists of furnishing of all labor, materials, equipment, and services necessary for the complete installation of new exterior openings as defined in the contract documents. This includes, but is not limited to: storefront systems, curtain wall systems, doors, frames & hardware, as per the Door Schedule.

One bid was obtained:

- 1. Hou-Tex Glass

Ref	Description	Hou-Tex Glass	Coltzer Company Budget
1	Storefronts & Curtain walls	\$318,810.00	\$835,000.00

Based on the available information and the budget allocated to this project, Coltzer Company, LLC has chosen to recommend **Hou-Tex Glass** for this scope of the project.

Lidija Bikova
General Manager

Criteria (Overall Panel Score)	Weight	Broome
1. The Amount of the base proposal and each alternate;	60	60
2. The offeror's experience and reputation. Whether the offeror's financial capability is appropriate to the size and scope of the project;	10	10
3. The length of construction time proposed ;	5	4
4. Offeror's ability to work with the Owner and Architect in a team effort to minimize additional costs and change orders;	5	5
5. The quality of the Offeror's performance and work on previous contracts and school projects of similar scope;	5	5
6. The probability of satisfactory work, repair and service, and maintenance performed by the Offeror after substantial completion and during warranty periods;	5	5
7. The Offeror's safety record, safety record being defined as an Offeror's OSHA (Officer of Safety and Health Administration) inspection logs for the last three years, a loss analysis from the Offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the Offeror;	5	4
8. Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.	5	5
Final Score	100	98
		X
X Recommended Vendor		

Initials: Zachary Johson, James Grant, Ana Escobar, Jeff Martello	Date: 4/15/2026
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Criteria (Overall Panel Score)	Weight	Summit
1. The Amount of the base proposal and each alternate;	60	60
2. The offeror's experience and reputation. Whether the offeror's financial capability is appropriate to the size and scope of the project;	10	8
3. The length of construction time proposed ;	5	5
4. Offeror's ability to work with the Owner and Architect in a team effort to minimize additional costs and change orders;	5	4
5. The quality of the Offeror's performance and work on previous contracts and school projects of similar scope;	5	5
6. The probability of satisfactory work, repair and service, and maintenance performed by the Offeror after substantial completion and during warranty periods;	5	5
7. The Offeror's safety record, safety record being defined as an Offeror's OSHA (Officer of Safety and Health Administration) inspection logs for the last three years, a loss analysis from the Offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the Offeror;	5	4
8. Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.	5	4
Final Score	100	95
		X
X Recommended Vendor		

Initials: Zachary Johnson, Ana Escobar, James Grant, Jeff Martello	Date: 4/15/2026
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Action Sheet

MEETING DATE: April 22, 2026


AGENDA ITEM: Discuss and Consider Approval of the proposed contractor for Bid Packages #19 Main Switch Gear Replacement for use on the Ball High School South Renovation Project.

On the Ball High School South Renovation project through public procurement in compliance with TEA and Texas statutory regulations, bids were requested for the following project bid packages:

Bid Package #19 – Main Switch Gear Replacement

In total, 13 vendors were contacted regarding the bid opportunity with Galveston Independent School District for Bid Package #19 on the Ball High School South Renovation Project. In addition, public notification postings were performed through the newspaper and GISD Website. Funds utilized will be from the Bond 2022-2023 proceeds.

RECOMMENDATION: I move that the Board of Trustees approve contractor to be named for Bid Packages #19 in the amount under separate cover with recommendation letter.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer



April 21, 2026

GALVESTON INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
Galveston, TX

RE: BID PACKAGE 19 AWARD RECOMMENDATION

To the GISD Board of Trustees,

Reference is made to the bids received between 3/09/2026 and 04/10/2026 for the Ball High School South Renovation Project.

BID PACKAGE #19: MAIN SWITCHGEAR REPLACEMENT

Scope: The Work consists of furnishing of all labor, materials, equipment, and services necessary for the complete installation of new switchboard as shown, scheduled and specified in the construction documents. The switchboard shall meet UL 891 and NEMA PB 2 and be furnished with an Underwriters' Laboratories label.

One bid was obtained:

- 1. Crescent Electric Co.

Ref	Description	Crescent Electric Co.	Coltzer Company Budget
1	Main Switchgear Replacement	\$1,148,850.00	\$925,000.00

Based on the available information and the budget allocated to this project, Coltzer Company, LLC has chosen to recommend **Crescent Electric Co.** for this scope of the project.

Lidija Bikova
Senior Project Manager

Project Name

GALVESTON INDEPENDENT SCHOOL DISTRICT

GISD Project - BHS South Reno

Bid Package #19 - Main Switch Gear Replacement

PRICE TABULATION

Proposal Date: 4/10/2026

		OFFERORS	
		Crescent Electric	
	<u>ACCEPTED</u> <u>YES/NO</u>		
A	PROPOSAL BOND PROVIDED	YES	
B	PROPOSED PROJECT PERSONNEL SUBMITTED	N/A	
C	ADDENDA ACKNOWLEDGED		
D	COMMENTS		
BID LINES			
1.	BASE PROPOSAL TOTAL	\$1,148,850.00	Recommended
2	Alternate for New Underground Distribution Feeders	\$318,928.00	Alternate on hold
3	TOTAL WITH ALTERNATES	\$1,467,778.00	
TOTAL PROPOSAL:		\$1,148,850.00	
CALCULATED MAX. POINTS (60)		60.00	
TOTAL PROPOSAL (RANKING)		1	
VARIANCE AMOUNT RELATIVE TO LOWEST FEE:		\$0.00	
% VARIANCE RELATIVE TO LOWEST FEE:		0.00%	

Criteria (Overall Panel Score)	Weight	Crescent
1. The Amount of the base proposal and each alternate;	60	60
2. The offeror's experience and reputation. Whether the offeror's financial capability is appropriate to the size and scope of the project;	10	8
3. The length of construction time proposed ;	5	3
4. Offeror's ability to work with the Owner and Architect in a team effort to minimize additional costs and change orders;	5	5
5. The quality of the Offeror's performance and work on previous contracts and school projects of similar scope;	5	5
6. The probability of satisfactory work, repair and service, and maintenance performed by the Offeror after substantial completion and during warranty periods;	5	5
7. The Offeror's safety record, safety record being defined as an Offeror's OSHA (Officer of Safety and Health Administration) inspection logs for the last three years, a loss analysis from the Offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the Offeror;	5	4
8. Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.	5	3
Final Score	100	93
		X
X Recommended Vendor		

Initials: Zachary Johnson, James Grant, Ana Escobar, Jeff Martello	Date: 4/15/2026
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Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and Consider Approval of the proposed contractor for Phase Two Rehabilitation for use on the GISD Transportation Project (Office Area).

On the GISD Transportation Phase Two project through public procurement in compliance with TEA and Texas statutory regulations, bids were requested for the following project bid packages:

GISD Transportation Phase Two – Office Building Rehab

In total, eight vendors were contacted regarding the bid opportunity with Galveston Independent School District for the Phase Two Bid Package on the GISD Transportation Project. In addition, public notification postings were conducted.

RECOMMENDATION: I move that the Board of Trustees approve contractor to be named for GISD Transportation Phase Two (Office Area) in the amount under separate cover with recommendation letter.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Criteria (Overall Panel Score)	Weight	LiquaTech	Vogler	FW Walton	M Scott
1. The Amount of the base proposal and each alternate;	60	49.08	50.46	45.48	60
2. The offeror's experience and reputation. Whether the offeror's financial capability is appropriate to the size and scope of the project;	10	6.75	7	8	9.5
3. The length of construction time proposed ;	5	4.25	4.75	3	2.5
4. Offeror's ability to work with the Owner and Architect in a team effort to minimize additional costs and change orders;	5	4	4	4.5	5
5. The quality of the Offeror's performance and work on previous contracts and school projects of similar scope;	5	3.5	3.75	4.75	5
6. The probability of satisfactory work, repair and service, and maintenance performed by the Offeror after substantial completion and during warranty periods;	5	3.75	3.75	3.5	4.5
7. The Offeror's safety record, safety record being defined as an Offeror's OSHA (Officer of Safety and Health Administration) inspection logs for the last three years, a loss analysis from the Offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the Offeror;	5	3.75	3.75	3.5	3.25
8. Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.	5	4	4	4	4
Final Score	100	79.08	81.46	76.73	93.75
					X
X Recommended Vendor					

ZERO / SIX

Consulting

Whole Building Commissioning and Program Management

April 15, 2026

Corporate Headquarters

1027 Tremont Street
Galveston, Texas 77550

www.z6consulting.com
409-740-0090 Switchboard
409-740-0554 Fax
866-551-0090 Toll Free

Galveston, Texas

Bryan, Texas

Texas Hill Country

North Texas

Rio Grande Valley

Dr. Matthew Neighbors
Superintendent of Schools
Galveston Independent School District
3904 Avenue T
Galveston, Texas 77550

Re: GISD Transportation Building Rehabilitation Phase 2 Bid Package

Dear Dr. Neighbors:

After careful review by Zero/Six Consulting of four vendor proposals, it is recommended that the Board approve M Scott Construction's proposal for General Contracting Services at Transportation Building Rehabilitation. The proposal is presented herein in the amount of \$195,000.00 (One hundred ninety-five thousand dollars and zero cents).

Sincerely,



Bill Coltzer, Jr. AIA
President

Whole Building Commissioning
Program Management
Exterior Envelope Consulting
Building Envelope Testing
Architecture + Engineering
Forensic Architecture

Attachment: Proposal – M-SCOTT

Texas Architecture Firm:

BR 1612

Texas Engineering Firm:

F-18971

Louisiana Engineering Firm:

EF.0007365

Florida Engineering Firm:

34004

CC: Mr. Matthew Neighbors, GISD
Mr. Jeffrey Martello, GISD
Mr. Anthony Brown, President of the GISD Board of Trustees
Mr. Johnny Smecca, GISD Finance Chair
Mr. Ron Bailey, PBK
Mr. Manuel Torres, PBK
Mr. Brandon McDermott, Z6
Mr. Zack Johnson, Z6

ZERO / SIX



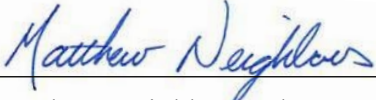
Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and Consider Approval of the proposed vendor for Materials Testing for use on the New Ball High School South and Renovation Project.

On the New Ball High School South and South Renovation project, proposals were received from UES (formerly Alpha Testing) for the materials testing scope of work required to be performed on the owners behalf for the two remaining New Ball High South and South Renovation Bond projects. Funds utilized will be from the Bond 2022-2023 proceeds. Procurement method utilized is RFQ 2021-22-017 Geotechnical Engineering, Environmental Assessment, & Construction Materials Testing. New Construction Area \$184,939.00 + Renovation Area \$17,930.00 = \$202,869.00. Requesting an additional \$20,000 for unforeseen testing needs as we facilitate construction for the New Ball High South and Renovation areas for a total of \$220,869.00. This additional allotment will allow the District to not slow progress during construction.

RECOMMENDATION: I move that the Board of Trustees approve materials testing with UES from RFQ 2021-22-017 in the amount not to exceed \$220,869.00 for the Ball High South and Renovations projects in the amounts noted in the two proposals. Bond funds 2022-2023 will be utilized.


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer



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

April 9, 2026

Re: UES Proposal No. 120327
Construction Materials Testing
Ball High School South Building - Renovation (Preliminary)
Galveston, TX 77550

Dear Mr. Grant:

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

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

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

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

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

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

Respectfully submitted,

UES



Leah Martinez
Project Estimating Manager

CLIENT APPROVAL

ESTIMATED BUDGET: \$17,930.00

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

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____
(signature)

Printed Name: _____ Title: _____

Date Accepted: _____

CLIENT Business Name: _____

Billing Address: _____

Telephone: _____ Email: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____ A/P Contact Telephone: _____

*A/P Contact Email: _____

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

REPORT DISTRUBUTION

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

UES

Construction Materials Engineering and Testing
 Basic Services and Cost Estimate

Project Name: Ball High School South Building - Renovation (Preliminary); Galveston, TX 77550

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
<u>EARTHWORK</u>			
Moisture Density Relationship, ASTM D-698 (each)	3	\$250.00	\$750.00
Atterberg Limits (each)	3	\$85.00	\$255.00
Minus No. 200 Sieve (each)	3	\$85.00	\$255.00
Engineering Technician (hourly)	40	\$58.00	\$2,320.00
Engineering Technician, Overtime (hourly)	10	\$87.00	\$870.00
Nuclear Density Equipment Charge (per trip)	5	\$100.00	\$500.00
Transportation Charge (per trip)	5	\$100.00	\$500.00
Project Management and Report Review (hourly)	6	\$150.00	\$900.00
<u>CONCRETE</u>			
Concrete and Reinforcing Steel Observation (hourly)	60	\$58.00	\$3,480.00
Concrete Test Cylinders (each)	25	\$22.00	\$550.00
Floor Flatness (per trip)	2	\$550.00	\$1,100.00
Transportation Charge (per trip)	12	\$100.00	\$1,200.00
Project Management and Report Review (hourly)	7	\$150.00	\$1,050.00
<u>STRUCTURAL STEEL</u>			
Structural Steel Observation (hourly)	30	\$95.00	\$2,850.00
Transportation Charge (per trip)	6	\$100.00	\$600.00
Project Management and Report Review (hourly)	5	\$150.00	\$750.00
ESTIMATED BUDGET FOR RENOVATIONS			\$17,930.00

Proposal No.	120327
Project Name	Ball High School South Building - Renovation (Preliminary); Galveston, TX 77550
PROPOSAL ASSUMPTIONS AND BASIS FOR ESTIMATE	
Construction Documents	1. Enclosed budget is based on Geotechnical report dated 10/24/2024 (UES preliminary-draft), civil plans dated: 10/9/2024 and structural plans dated: 10/9/2024.
Earthwork	<ol style="list-style-type: none"> Enclosed budget allows up to 5 inspection days to perform field density testing on the sub-grade and fill materials being placed. UES has assumed monitoring to be performed on an average, 10 hours per day basis, during these tasks. This duration could vary, up or down, depending on the schedule and production of the earthwork contractor. Building Structures: 1 density test for every 2,500 square feet and 6 inch lift Paving: 1 density test for every 5,000 square feet and 6 inch lift Atterberg Limit Test: 1 sample to be obtained for each site visit
Concrete	<ol style="list-style-type: none"> Enclosed budget allows up to 10 inspection days to monitor concrete placement and testing. UES has assumed that an engineering technician could be required on-site for an average of 6 hours per day basis during these tasks. In addition, the technician would be on-site to mold approximately 25 test cylinders. This duration could vary, up or down, depending on the schedule and production of the contractor. Concrete cylinders will be cast at a minimum rate of 4 cylinders per mix per day or one set of four cylinders per mix per 100 CY, whichever is greater, on all pours. Paving: 1 set of 4 test cylinders every 100 cubic yards Stand-alone cylinder pickups are assumed to be required on all concrete pours.
Structural Steel	<ol style="list-style-type: none"> Enclosed budget allows up to 6 inspection days to complete all visual inspections within the building. UES has assumed monitoring to be performed on an average, 5 hours per day basis, during this task. Structural steel inspections will consist of visual inspection of welds and bolted connections. Structural Steel: 1 trip every 5,000 square feet
General	<ol style="list-style-type: none"> Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24 hours' notice is required to properly schedule our services. To schedule our services please contact our dispatcher at 713-360-0462 during our office hours from 7:00 AM to 5:00 PM. UES shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. UES requests that Client arranges for a coordination/scheduling meeting at the onset of each major work task (e.g., Earthwork - Buildings, Foundations, Concrete - Buildings) to verify testing and inspection scope, schedule, and assumptions. During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule UES will estimate the project based on comparable project production rates and typical industry standards. UES is willing to re-evaluate our budget once a formal construction schedule is finalized. All time is for a minimum of four hours or as noted and is charged Portal to Portal from UES's Houston offices. Estimate is valid for 90 days from the proposal date shown above. The contractor shall be responsible for providing a protected storage container for concrete cylinders at a point on the job site mutually agreeable with UES for the purpose of storing concrete cylinders until they are transported to the Laboratory. The container shall be constructed and equipped to maintain the environment specified for initial curing in ASTM C31 (section 10.1.2). Measurement uncertainty is not taken into account by UES when issuing statements of conformity as to whether tested items pass or fail specified values (ISO 17025-17, 7.1.3). Project Engineering services on materials engineering and testing, for consultation, analysis, report preparation and review, and supervision and scheduling of field and laboratory personnel will be charged on a "per report" basis. UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed.

GENERAL TERMS AND CONDITIONS

SECTION 1: BINDING AGREEMENT

1.1 By accepting the Proposal, Client accepts and agrees to be bound by all terms set forth in the Proposal and these General Terms and Conditions and any applicable addendum attached hereto. Client acknowledges and agrees that these General Terms and Conditions include certain state-specific terms and conditions that are applicable based on the location where the Services (as hereinafter defined) are to be performed. Attached hereto are State-Specific Addenda, each corresponding to a particular state or region.

1.2 If the Services are performed in Florida, Texas, California, Nevada, Oregon, Washington or Arizona, the State-Specific Addendum attached hereto is incorporated into and made a part of these General Terms and Conditions.

1.3 In the event of any conflict between these General Terms and Conditions and the terms of the applicable State-Specific Addendum, the terms of the State-Specific Addendum shall govern and control for Services performed in that state or region.

1.4 The Proposal and these General Terms and Conditions (collectively, the "Agreement") represent and contain the entire and only agreement and understanding among UES Professional Solutions, LLC, a Florida limited liability company and its affiliates (the "Company") and Client with respect to the subject matter of this Agreement and supersede any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties.

SECTION 2: SERVICES

2.1 The Company is responsible for providing the services described under the Scope of Services ("Services") of the Proposal to which these General Terms and Conditions form a part. The term "the Company" as used herein includes all the Company's agents, employees, professional staff, and subcontractors.

2.2 The Company shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written addendum or change order (collectively, "Change Order") to the Agreement agreed to by the Company and Client, and only to the extent set forth in that Change Order.

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

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

2.5 The terms "Project" and "Site" as used interchangeably in these General Terms and Conditions refer to the land and/or construction project on which or to which the Company is to provide Services under this Agreement.

2.6 The Company shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

SECTION 3: PROFESSIONAL STANDARD OF CARE

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

3.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any hazardous substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST THE COMPANY, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS.

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

3.4 Execution and delivery of this Agreement by the Company is not a representation that the Company has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services.

3.5 Client's payment in full of the amount owed for Services rendered shall be taken to mean that Client is satisfied with and has accepted the Company's Services.

SECTION 4: RESPONSIBILITIES

4.1 Client is responsible for providing the Company with a clear understanding of the project's nature and scope. Client shall supply the Company with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow the Company to properly complete the Services. Client assumes all liability for information not provided to the Company that may affect the quality or sufficiency of the Services.

4.2 Client acknowledges that the Company's responsibilities in providing the Services is limited to those services described in the Proposal, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those Services. Such duties may include, but are not limited to, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the Services.

SECTION 5: SITE ACCESS AND SITE CONDITION

5.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for the Company to perform the Services and will notify all affected persons and entities in writing of the Company's presence. The access shall be adequate to allow the Company to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. The Company shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services. If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant the Company lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and any facilities located thereon and are necessary to perform the Services. The Company reserves the right to delay, without penalty, any Site visit and the provision of Services if a site access agreement, in the Company's reasonable judgment and discretion, would impose conditions, liabilities or risks on the Company in excess of those set forth in these General Terms and Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, RELEASE, AND HOLD THE COMPANY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (THE "COMPANY INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM THE COMPANY'S PERFORMANCE OF SERVICES AT SUCH SITE.

5.2 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for the Company to provide the Services. The Company shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, the Company will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. The Company shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it

may observe. If the Company encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. The Company shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, the Company shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA, unless otherwise identified in the Proposal.

5.3 Client is responsible for accurately identifying to the Company in writing the existence and location of all subterranean structures and utilities on or affecting the Site and the Services. The Company will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize the Company to conduct applicable private utility identification and clearance requirements on behalf of Client.

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

SECTION 6: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

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

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

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

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

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

FOR GEOTECHNICAL PROJECTS, all substances on, in, or under the Site, or obtained from the Site as samples or as byproducts of the sampling process, shall be Client’s property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the “generator” of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as “generator” of any waste material associated with the Services. Further, Client agrees that the Company is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, the Company shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that the Company is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

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

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

SECTION 7: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

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

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

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

7.4 Client is responsible for scheduling all inspections and construction materials testing (“CMT”) activities of the Company. The Company will not be responsible for tests and inspections that it does not perform due to Client’s failure to timely schedule work. Client shall at the time of execution of the Agreement provide the Company with a proposed schedule for tests and inspections the Company shall perform. Client will give reasonable notice of all changes to that schedule. The Company shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 8: BILLING AND PAYMENT

8.1 The Company will submit invoices to Client monthly or upon completion of Services. Invoices will show charges for different personnel and expense classifications. Partially completed items of work for which a fee has been specified may be billed based upon the percentage of completion as estimated by the Company. Reimbursable expenses, those outside of the scope of the proposed Services, will be charged to the Client at cost plus an applicable fee. Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of the lesser of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If the Company incurs any expenses to collect overdue billings on invoices, the sums paid by the Company for reasonable attorneys' fees, court costs, the Company's time, the Company's expenses, and interest will be due and owing by the Client. Client agrees that the Company may refuse to release to Client any reports, findings, data, and other work product until it has been paid in full for Services rendered.

SECTION 9: OWNERSHIP AND USE OF DOCUMENTS; INTELLECTUAL PROPERTY

9.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Neither Client nor any other entity shall change or modify the Company's instruments of service. The Company disclaims any and all responsibility and liability for problems that may occur during implementation of the Company's plans, specifications, or recommendations when Company is not retained to observe such implementation. The Company will retain all pertinent records relating to the Services for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the Scope of Services following submission of the report or completion of the Services, during which period the records will be made available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of the Company's employees to assemble and transmit those documents.

9.2 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of the Company. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and instruments of service may be disclosed, and for which a separate fee will be charged. The Company shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and CLIENT SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY FROM ANY LOSSES ARISING FROM OR RELATED TO SUCH UNAUTHORIZED DISCLOSURE, ATTRIBUTION OR RELIANCE. Client is the only entity to which the Company owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

9.3 The Company shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by the Company prior to the date of this Agreement or created or modified by the Company during the provision of the Services.

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

SECTION 10: RISK ALLOCATION AND INDEMNIFICATION

10.1 CLIENT AGREES THAT THE COMPANY'S LIABILITY FOR ANY DAMAGE ON ACCOUNT OF ANY BREACH OF CONTRACT, ERROR, OMISSION, OR PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED THE GREATER OF \$50,000 OR THE COMPANY'S FEE. If Client prefers to have higher limits on contractual or professional liability, the Company agrees to increase the limits up to a maximum of (i) \$1,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of five percent of the total fee for Services or \$1,000.00, or (ii) \$2,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of ten percent of the total fee for Services or \$2,000.00. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional contractual or professional liability insurance.

10.2 CLIENT SHALL NOT BE LIABLE TO THE COMPANY AND THE COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, AND LOST SAVINGS) INCURRED BY EITHER PARTY DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THE FAULT, OR WHETHER IT WAS COMMITTED BY CLIENT OR THE COMPANY, THEIR EMPLOYEES, AGENTS, OR SUBCONTRACTORS; OR WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR ANY OTHER CAUSE OF ACTION.

10.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

10.4 Subject to the provisions of the limitation of liability described in this Section, Client and the Company each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of Client and the Company, they shall be borne by each party in proportion to its negligence.

10.5 Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by the Company to both the Client and the Company, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by law, the total liability of the Company to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed the amount specified in Section 10 of the General Terms and Conditions.

SECTION 11: INSURANCE

11.1 The Company represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 per occurrence and has professional liability insurance in the amount of \$1,000,000.00 per claim.

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

SECTION 12: DISPUTE RESOLUTION

12.1 All claims, disputes, and other matters in controversy between the Company and Client arising out of or in any way related to this Agreement or any Addendum or Change Order shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Company shall not be required to arbitrate any legal and/or equitable claims (including

statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against the Company subject to the limitations in Section 10. For the purposes hereof, "successful party" shall mean a party who receives an award greater than fifty (50%) percent of its claimed amount.

12.2 The sole and exclusive venue for any dispute resolution proceeding shall be the location in which the Company office performing the Services is located. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company office performing the Services is located.

12.3 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against the Company, shall be deemed waived unless (i) Client notifies the Company of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against the Company for negligence or another violation of a standard of care owed by the Company, Client has first provided the Company with a written certification executed by an independent design professional currently practicing in the same discipline as the Company. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Company not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

12.4 NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY THE COMPANY FOR THE SERVICES. THE PARTIES AGREE THAT THIS PROVISION IS MATERIAL TO THE DECISION OF THE COMPANY TO ENTER INTO THIS AGREEMENT, THAT IT IS A REASONABLE MEASURE TO ALLOCATE AND INSURE AGAINST RISK, AND THAT IT DOES NOT VIOLATE PUBLIC POLICY.

SECTION 13: TERMINATION

13.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Company shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by the Company in connection with such termination and the winding down of its operations.

13.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by the Company in completing such analyses, records, and reports.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which the Company has provided Services, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the Company except as authorized in writing by the Company.

SECTION 15: ASSIGNS

15.1 Neither Client nor the Company may assign this Agreement or assign or delegate any of its rights or obligations without the prior written consent of the other party.

SECTION 16: SURVIVAL

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

SECTION 17: MISCELLANEOUS

17.1 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

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

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

17.4 It is agreed that this Agreement is entered into by the parties for the sole benefit of the parties to the Agreement, and that nothing in the Agreement shall be construed to create a right or benefit for any third party.

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

17.6 All future services rendered by the Company at Client's request for the Project described in the Proposal (whether by Change Order, Addendum, or amendment to this Agreement) shall be conducted under the terms of this Agreement.

CLIENT APPROVAL

In the event the Client authorizes work without returning a signed copy of the Proposal, the Client agrees to be bound by the General Terms and Conditions as stated herein. The Proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed Proposal is returned to the Company.

STATE-SPECIFIC ADDENDUM – TEXAS

SECTION 1: ADDENDUM TO AGREEMENT

1.1 This Texas addendum (this “Addendum”) is made and entered into by and between the Company and Client and is effective as of the date of execution of the Agreement if the Services are performed in the State of Texas, and this Addendum is incorporated into and made a part of the General Terms and Conditions solely with respect to the Services covered by this Addendum.

SECTION 2: BILLING AND PAYMENT

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

SECTION 3: INDEMNITY

3.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY), INDEMNIFY, AND HOLD THE COMPANY INDEMNITEES HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY’S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT’S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT THE COMPANY IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING THE COMPANY AND (2) THE PROVISION OF THE SERVICES BY THE COMPANY EXCEPT TO THE EXTENT CAUSED BY THE COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH SECTION 10 OF THE GENERAL TERMS AND CONDITIONS. FOR THE AVOIDANCE OF DOUBT, CLIENT’S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 3.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF THE COMPANY.

3.2 THE COMPANY AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY THE COMPANY IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS.

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

SECTION 4: EXPRESS NEGLIGENCE RULE

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



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

April 9, 2026

Re: UES Proposal No. 108143-Revision 2
Construction Materials Testing
Ball High School South Building (Preliminary)
Galveston, TX 77550

Dear Mr. Grant:

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

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

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

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

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

Mr. James Grant

UES Proposal No. 108143-Revision 2

April 9, 2026

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

Respectfully submitted,

UES

Leah Martinez
Project Estimating Manager

CLIENT APPROVAL

ESTIMATED BUDGET: \$184,939.00

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

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____
(signature)

Printed Name: _____ Title: _____

Date Accepted: _____

CLIENT Business Name: _____

Billing Address: _____

Telephone: _____ Email: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____ A/P Contact Telephone: _____

*A/P Contact Email: _____

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

REPORT DISTRUBUTION

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

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

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
<u>EARTHWORK</u>			
Moisture Density Relationship, ASTM D-698 (each)	4	\$250.00	\$1,000.00
Atterberg Limits (each)	68	\$85.00	\$5,780.00
Minus No. 200 Sieve (each)	4	\$85.00	\$340.00
Engineering Technician (hourly)	265	\$58.00	\$15,370.00
Engineering Technician, Overtime (hourly)	125	\$87.00	\$10,875.00
Nuclear Density Equipment Charge (per trip)	35	\$100.00	\$3,500.00
Transportation Charge (per trip)	35	\$100.00	\$3,500.00
Project Management and Report Review (hourly)	40	\$150.00	\$6,000.00
<u>MECHANICAL LIME STABILIZATION</u>			
Moisture Density Relationship, ASTM D-698 (each)	2	\$250.00	\$500.00
Atterberg Limits (each)	6	\$85.00	\$510.00
Minus No. 200 Sieve (each)	2	\$85.00	\$170.00
Engineering Technician (hourly)	80	\$58.00	\$4,640.00
Engineering Technician, Overtime (hourly)	20	\$87.00	\$1,740.00
Nuclear Density Equipment Charge (per trip)	10	\$100.00	\$1,000.00
Transportation Charge (per trip)	10	\$100.00	\$1,000.00
Project Management and Report Review (hourly)	10	\$150.00	\$1,500.00
<u>UTILITIES</u>			
Moisture Density Relationship, ASTM D-698 (each)	3	\$250.00	\$750.00
Compressive Strength, Molded Soil Cement Mix. ASTM D-1633 (each)	2	\$240.00	\$480.00
Atterberg Limits (each)	3	\$85.00	\$255.00
Minus No. 200 Sieve (each)	3	\$85.00	\$255.00
Engineering Technician (hourly)	140	\$58.00	\$8,120.00
Engineering Technician, Overtime (hourly)	35	\$87.00	\$3,045.00
Nuclear Density Equipment Charge (per trip)	15	\$100.00	\$1,500.00
Transportation Charge (per trip)	15	\$100.00	\$1,500.00
Project Management and Report Review (hourly)	15	\$150.00	\$2,250.00
<u>AUGER CAST PILE MONITORING (INCLUDES GROUT)</u>			
Pile Monitoring (hourly)	216	\$75.00	\$16,200.00
Pile Monitoring, Overtime (hourly)	88	\$112.50	\$9,900.00
Test Pile Monitoring (hourly)	16	\$150.00	\$2,400.00
Grout 3x3x6 (each)	176	\$22.00	\$3,872.00
Transportation Charge (per trip)	32	\$100.00	\$3,200.00
Project Management and Report Review (hourly)	35	\$150.00	\$5,250.00
<u>CONCRETE</u>			
Concrete and Reinforcing Steel Observation (hourly)	290	\$58.00	\$16,820.00
Concrete and Reinforcing Steel Observation, Overtime (hourly)	75	\$87.00	\$6,525.00
Concrete Test Cylinders (each)	400	\$22.00	\$8,800.00
Floor Flatness (per trip)	5	\$550.00	\$2,750.00
Transportation Charge (per trip)	30	\$100.00	\$3,000.00
Project Management and Report Review (hourly)	40	\$150.00	\$6,000.00
<u>STRUCTURAL STEEL</u>			
Structural Steel Observation (hourly)	80	\$95.00	\$7,600.00
Ultrasonic Testing (hourly)	40	\$135.00	\$5,400.00
Equipment Fee (per trip)	10	\$150.00	\$1,500.00
Transportation Charge (per trip)	30	\$100.00	\$3,000.00
Project Management and Report Review (hourly)	20	\$150.00	\$3,000.00

SPRAYED-ON FIREPROOFING

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

ESTIMATED BUDGET

\$184,939.00

Proposal No.	108143-Revision 2
Project Name	Ball High School South Building (Preliminary); Galveston, TX 77550
PROPOSAL ASSUMPTIONS AND BASIS FOR ESTIMATE	
Project Information	It is our understanding that a steel framed building with an approximate gross footprint of 56,000 square feet and associated concrete paving with a gross footprint of 142,000 square feet is to be constructed at the proposed development in Galveston, TX. We understand that waterlines, sanitary sewers, and storm drains will be installed at the proposed development.
Construction Documents	1. Enclosed budget is based on Geotechnical report dated 10/24/2024 (UES preliminary-draft), civil plans dated: 10/9/2024 and structural plans dated: 10/9/2024.
Earthwork	<ol style="list-style-type: none"> 1. Enclosed budget allows up to 35 inspection days to perform field density testing on the sub-grade and fill materials being placed. UES has assumed monitoring to be performed on an average, 10 hours per day basis, during these tasks. This duration could vary, up or down, depending on the schedule and production of the earthwork contractor. 2. Building Structures: 1 density test for every 2,500 square feet and 6 inch lift 3. Paving: 1 density test for every 5,000 square feet and 6 inch lift 4. Atterberg Limit Test: 1 sample to be obtained for each site visit
Mechanical Lime Stabilization	<ol style="list-style-type: none"> 1. Enclosed budget allows up to 10 inspection days to monitor 142,000 SF of subgrade that will be mechanically lime stabilized. UES has assumed that an engineering technician could be required on-site for an average of 10 hours per day basis during these tasks. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Lime Treated Subgrade: 1 density test for every 5,000 square feet 3. Atterberg Limit Test: 1 sample to be obtained for each site visit
Utilities	<ol style="list-style-type: none"> 1. Enclosed budget allows up to 15 inspection days to monitor onsite earthwork relating to utility trench backfill. UES has assumed that an engineering technician could be required on-site for an average of 10 hours per day basis during these tasks. In addition, the technician could obtain approximately 3 soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Utilities: 1 density test per 6-inch lift per 100 LF 3. Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards
Concrete	<ol style="list-style-type: none"> 1. Enclosed budget allows up to 25 inspection days to monitor concrete placement and testing. UES has assumed that an engineering technician could be required on-site for an average of 12 hours per day basis during these tasks. In addition, the technician would be on-site to mold approximately 260 test cylinders. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Concrete cylinders will be cast at a minimum rate of 4 cylinders per mix per day or one set of four cylinders per mix per 100 CY, whichever is greater, on all pours. 3. Paving: 1 set of 4 test cylinders every 100 cubic yards 4. Stand-alone cylinder pickups are assumed to be required on all concrete pours.
Structural Steel	<ol style="list-style-type: none"> 1. Enclosed budget allows up to 30 inspection days to complete all visual inspections within the building. UES has assumed monitoring to be performed on an average, 8 hours per day basis, during this task. The inspection quantity includes 10 ultrasonic inspections. 2. Structural steel inspections will consist of visual inspection of welds and bolted connections. 3. Structural Steel: 1 trip every 5,000 square feet
General	<ol style="list-style-type: none"> 1. Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24 hours' notice is required to properly schedule our services. To schedule our services please contact our dispatcher at 713-360-0462 during our office hours from 7:00 AM to 5:00 PM. UES shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. 2. UES requests that Client arranges for a coordination/scheduling meeting at the onset of each major work task (e.g., Earthwork - Buildings, Foundations, Concrete - Buildings) to verify testing and inspection scope, schedule, and assumptions. 3. During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule UES will estimate the project based on comparable project production rates and typical industry standards. UES is willing to re-evaluate our budget once a formal construction schedule is finalized. 4. All time is for a minimum of four hours or as noted and is charged Portal to Portal from UES's Houston offices. 5. Estimate is valid for 90 days from the proposal date shown above. 6. The contractor shall be responsible for providing a protected storage container for concrete cylinders at a point on the job site mutually agreeable with UES for the purpose of storing concrete cylinders until they are transported to the Laboratory. The container shall be constructed and equipped to maintain the environment specified for initial curing in ASTM C31 (section 10.1.2). 7. Measurement uncertainty is not taken into account by UES when issuing statements of conformity as to whether tested items pass or fail specified values (ISO 17025-17, 7.1.3). 8. Project Engineering services on materials engineering and testing, for consultation, analysis, report preparation and review, and supervision and scheduling of field and laboratory personnel will be charged on a "per report" basis. 9. UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed.

GENERAL TERMS AND CONDITIONS

SECTION 1: BINDING AGREEMENT

1.1 By accepting the Proposal, Client accepts and agrees to be bound by all terms set forth in the Proposal and these General Terms and Conditions and any applicable addendum attached hereto. Client acknowledges and agrees that these General Terms and Conditions include certain state-specific terms and conditions that are applicable based on the location where the Services (as hereinafter defined) are to be performed. Attached hereto are State-Specific Addenda, each corresponding to a particular state or region.

1.2 If the Services are performed in Florida, Texas, California, Nevada, Oregon, Washington or Arizona, the State-Specific Addendum attached hereto is incorporated into and made a part of these General Terms and Conditions.

1.3 In the event of any conflict between these General Terms and Conditions and the terms of the applicable State-Specific Addendum, the terms of the State-Specific Addendum shall govern and control for Services performed in that state or region.

1.4 The Proposal and these General Terms and Conditions (collectively, the "Agreement") represent and contain the entire and only agreement and understanding among UES Professional Solutions, LLC, a Florida limited liability company and its affiliates (the "Company") and Client with respect to the subject matter of this Agreement and supersede any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties.

SECTION 2: SERVICES

2.1 The Company is responsible for providing the services described under the Scope of Services ("Services") of the Proposal to which these General Terms and Conditions form a part. The term "the Company" as used herein includes all the Company's agents, employees, professional staff, and subcontractors.

2.2 The Company shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written addendum or change order (collectively, "Change Order") to the Agreement agreed to by the Company and Client, and only to the extent set forth in that Change Order.

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

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

2.5 The terms "Project" and "Site" as used interchangeably in these General Terms and Conditions refer to the land and/or construction project on which or to which the Company is to provide Services under this Agreement.

2.6 The Company shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

SECTION 3: PROFESSIONAL STANDARD OF CARE

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

3.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any hazardous substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST THE COMPANY, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS.

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

3.4 Execution and delivery of this Agreement by the Company is not a representation that the Company has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services.

3.5 Client's payment in full of the amount owed for Services rendered shall be taken to mean that Client is satisfied with and has accepted the Company's Services.

SECTION 4: RESPONSIBILITIES

4.1 Client is responsible for providing the Company with a clear understanding of the project's nature and scope. Client shall supply the Company with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow the Company to properly complete the Services. Client assumes all liability for information not provided to the Company that may affect the quality or sufficiency of the Services.

4.2 Client acknowledges that the Company's responsibilities in providing the Services is limited to those services described in the Proposal, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those Services. Such duties may include, but are not limited to, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the Services.

SECTION 5: SITE ACCESS AND SITE CONDITION

5.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for the Company to perform the Services and will notify all affected persons and entities in writing of the Company's presence. The access shall be adequate to allow the Company to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. The Company shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services. If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant the Company lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and any facilities located thereon and are necessary to perform the Services. The Company reserves the right to delay, without penalty, any Site visit and the provision of Services if a site access agreement, in the Company's reasonable judgment and discretion, would impose conditions, liabilities or risks on the Company in excess of those set forth in these General Terms and Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, RELEASE, AND HOLD THE COMPANY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (THE "COMPANY INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM THE COMPANY'S PERFORMANCE OF SERVICES AT SUCH SITE.

5.2 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for the Company to provide the Services. The Company shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, the Company will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. The Company shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it

may observe. If the Company encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. The Company shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, the Company shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA, unless otherwise identified in the Proposal.

5.3 Client is responsible for accurately identifying to the Company in writing the existence and location of all subterranean structures and utilities on or affecting the Site and the Services. The Company will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize the Company to conduct applicable private utility identification and clearance requirements on behalf of Client.

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

SECTION 6: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

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

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

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

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

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

FOR GEOTECHNICAL PROJECTS, all substances on, in, or under the Site, or obtained from the Site as samples or as byproducts of the sampling process, shall be Client’s property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the “generator” of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as “generator” of any waste material associated with the Services. Further, Client agrees that the Company is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, the Company shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that the Company is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

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

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

SECTION 7: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

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

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

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

7.4 Client is responsible for scheduling all inspections and construction materials testing (“CMT”) activities of the Company. The Company will not be responsible for tests and inspections that it does not perform due to Client’s failure to timely schedule work. Client shall at the time of execution of the Agreement provide the Company with a proposed schedule for tests and inspections the Company shall perform. Client will give reasonable notice of all changes to that schedule. The Company shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 8: BILLING AND PAYMENT

8.1 The Company will submit invoices to Client monthly or upon completion of Services. Invoices will show charges for different personnel and expense classifications. Partially completed items of work for which a fee has been specified may be billed based upon the percentage of completion as estimated by the Company. Reimbursable expenses, those outside of the scope of the proposed Services, will be charged to the Client at cost plus an applicable fee. Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of the lesser of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If the Company incurs any expenses to collect overdue billings on invoices, the sums paid by the Company for reasonable attorneys' fees, court costs, the Company's time, the Company's expenses, and interest will be due and owing by the Client. Client agrees that the Company may refuse to release to Client any reports, findings, data, and other work product until it has been paid in full for Services rendered.

SECTION 9: OWNERSHIP AND USE OF DOCUMENTS; INTELLECTUAL PROPERTY

9.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Neither Client nor any other entity shall change or modify the Company's instruments of service. The Company disclaims any and all responsibility and liability for problems that may occur during implementation of the Company's plans, specifications, or recommendations when Company is not retained to observe such implementation. The Company will retain all pertinent records relating to the Services for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the Scope of Services following submission of the report or completion of the Services, during which period the records will be made available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of the Company's employees to assemble and transmit those documents.

9.2 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of the Company. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and instruments of service may be disclosed, and for which a separate fee will be charged. The Company shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and CLIENT SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY FROM ANY LOSSES ARISING FROM OR RELATED TO SUCH UNAUTHORIZED DISCLOSURE, ATTRIBUTION OR RELIANCE. Client is the only entity to which the Company owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

9.3 The Company shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by the Company prior to the date of this Agreement or created or modified by the Company during the provision of the Services.

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

SECTION 10: RISK ALLOCATION AND INDEMNIFICATION

10.1 CLIENT AGREES THAT THE COMPANY'S LIABILITY FOR ANY DAMAGE ON ACCOUNT OF ANY BREACH OF CONTRACT, ERROR, OMISSION, OR PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED THE GREATER OF \$50,000 OR THE COMPANY'S FEE. If Client prefers to have higher limits on contractual or professional liability, the Company agrees to increase the limits up to a maximum of (i) \$1,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of five percent of the total fee for Services or \$1,000.00, or (ii) \$2,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of ten percent of the total fee for Services or \$2,000.00. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional contractual or professional liability insurance.

10.2 CLIENT SHALL NOT BE LIABLE TO THE COMPANY AND THE COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, AND LOST SAVINGS) INCURRED BY EITHER PARTY DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THE FAULT, OR WHETHER IT WAS COMMITTED BY CLIENT OR THE COMPANY, THEIR EMPLOYEES, AGENTS, OR SUBCONTRACTORS; OR WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR ANY OTHER CAUSE OF ACTION.

10.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

10.4 Subject to the provisions of the limitation of liability described in this Section, Client and the Company each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of Client and the Company, they shall be borne by each party in proportion to its negligence.

10.5 Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by the Company to both the Client and the Company, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by law, the total liability of the Company to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed the amount specified in Section 10 of the General Terms and Conditions.

SECTION 11: INSURANCE

11.1 The Company represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 per occurrence and has professional liability insurance in the amount of \$1,000,000.00 per claim.

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

SECTION 12: DISPUTE RESOLUTION

12.1 All claims, disputes, and other matters in controversy between the Company and Client arising out of or in any way related to this Agreement or any Addendum or Change Order shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Company shall not be required to arbitrate any legal and/or equitable claims (including

statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against the Company subject to the limitations in Section 10. For the purposes hereof, "successful party" shall mean a party who receives an award greater than fifty (50%) percent of its claimed amount.

12.2 The sole and exclusive venue for any dispute resolution proceeding shall be the location in which the Company office performing the Services is located. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company office performing the Services is located.

12.3 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against the Company, shall be deemed waived unless (i) Client notifies the Company of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against the Company for negligence or another violation of a standard of care owed by the Company, Client has first provided the Company with a written certification executed by an independent design professional currently practicing in the same discipline as the Company. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Company not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

12.4 NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY THE COMPANY FOR THE SERVICES. THE PARTIES AGREE THAT THIS PROVISION IS MATERIAL TO THE DECISION OF THE COMPANY TO ENTER INTO THIS AGREEMENT, THAT IT IS A REASONABLE MEASURE TO ALLOCATE AND INSURE AGAINST RISK, AND THAT IT DOES NOT VIOLATE PUBLIC POLICY.

SECTION 13: TERMINATION

13.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Company shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by the Company in connection with such termination and the winding down of its operations.

13.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by the Company in completing such analyses, records, and reports.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which the Company has provided Services, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the Company except as authorized in writing by the Company.

SECTION 15: ASSIGNS

15.1 Neither Client nor the Company may assign this Agreement or assign or delegate any of its rights or obligations without the prior written consent of the other party.

SECTION 16: SURVIVAL

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

SECTION 17: MISCELLANEOUS

17.1 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

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

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

17.4 It is agreed that this Agreement is entered into by the parties for the sole benefit of the parties to the Agreement, and that nothing in the Agreement shall be construed to create a right or benefit for any third party.

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

17.6 All future services rendered by the Company at Client's request for the Project described in the Proposal (whether by Change Order, Addendum, or amendment to this Agreement) shall be conducted under the terms of this Agreement.

CLIENT APPROVAL

In the event the Client authorizes work without returning a signed copy of the Proposal, the Client agrees to be bound by the General Terms and Conditions as stated herein. The Proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed Proposal is returned to the Company.

STATE-SPECIFIC ADDENDUM – TEXAS

SECTION 1: ADDENDUM TO AGREEMENT

1.1 This Texas addendum (this “Addendum”) is made and entered into by and between the Company and Client and is effective as of the date of execution of the Agreement if the Services are performed in the State of Texas, and this Addendum is incorporated into and made a part of the General Terms and Conditions solely with respect to the Services covered by this Addendum.

SECTION 2: BILLING AND PAYMENT

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

SECTION 3: INDEMNITY

3.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY), INDEMNIFY, AND HOLD THE COMPANY INDEMNITEES HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY’S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT’S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT THE COMPANY IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING THE COMPANY AND (2) THE PROVISION OF THE SERVICES BY THE COMPANY EXCEPT TO THE EXTENT CAUSED BY THE COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH SECTION 10 OF THE GENERAL TERMS AND CONDITIONS. FOR THE AVOIDANCE OF DOUBT, CLIENT’S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 3.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF THE COMPANY.

3.2 THE COMPANY AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY THE COMPANY IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS.

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

SECTION 4: EXPRESS NEGLIGENCE RULE

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

Action Sheet

MEETING DATE: April 22, 2026


AGENDA ITEM: **Discuss and consider implementation of a Virtual High School Program beginning August 2026 at AIM.**

Senate Bill (SB) 569, passed during the 89th Regular Legislative Session, established TEC, Chapter 30B, creating a new policy framework for virtual and hybrid education, and provides a transition period for already existing courses, programs, and campuses. Under TEC, Chapter 30B, school systems may now offer virtual and hybrid instruction through a variety of models, including individual courses, programs, or full-time virtual and hybrid campuses and will be eligible to receive ADA funding.

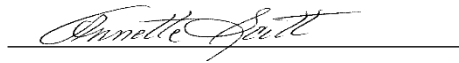
Offering individual courses can help address staffing challenges, support credit recovery, and expand learning opportunities without requiring major changes to existing structures. In contrast, full time virtual or hybrid programs and campuses provide a more strategic approach to advancing school system goals and meeting a broader range of student needs allowing districts to receive ADA funding. These models can expand access to advanced coursework, support personalized learning, and offer flexibility for initiatives such as work-based learning.

Galveston ISD formed a task force to explore options for implementing a Virtual High School Program in Galveston and has identified AIM as the campus to launch the program. More details are attached.

RECOMMENDATION: **I move that the Board of Trustees approve the implementation of a Virtual High School Program beginning August 2026 at AIM if ten or more high school students who are not currently enrolled in GISD register to participate.**



Matthew Neighbors Ed. D.
Superintendent



Dr. Annette Scott
Assistant Superintendent for Student Support



GALVESTON ISLAND VIRTUAL ACADEMY

GIVA — Fall 2026 Launch



What is GIVA?

Galveston Island Virtual Academy (GIVA) is our district's **online program** providing another educational option leading to graduation for students with extenuating circumstances.



GIVA offers flexibility while maintaining similar **expectations and accountability** as Galveston ISD.



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Instructional Platform

Galveston ISD will use **Edmentum** and **EdOptions** as its instructional platform, particularly for **credit recovery, learning recovery and dropout prevention.**

Edmentum allows GISD to deliver high-quality, standards-aligned instruction while maintaining control over staffing and program design.



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About Edmentum



"Our virtual, human-centered instruction combines best-in-class K–12 learning technology with Texas-certified teachers to provide sustainable, in-district programs that grant every student a front-row seat to learning."

Edmentum provides **research-backed instructional solutions** that support learning wherever it occurs.

- Partnering with K-12 educators in all 50 states
- Designed to support credit recovery, acceleration, and flexible learning

What support are we asking for?

Our District team is requesting support to begin the planning phase to develop **GIVA into a 9–12 online program** initially geared to serve **homeschool and private school** students through a **public-school platform** with wraparound services.



The "Why"



Galveston ISD accepts the responsibility to serve all students who live in our community.

Galveston Island Virtual Academy allows us to:

- Serve all local Galveston Island families
- Connect students to Galveston ISD schools
- Retain public education funding within Galveston ISD
- Ensure quality, accountability, and oversight remain local
- Offer athletic and extracurricular opportunities to families who prefer virtual schooling from home

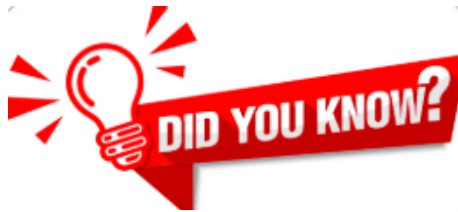


Non-Traditional Student Market



Galveston ISD serves approximately **6600 + students**.

Representing approximately 111 school age population learning at home.



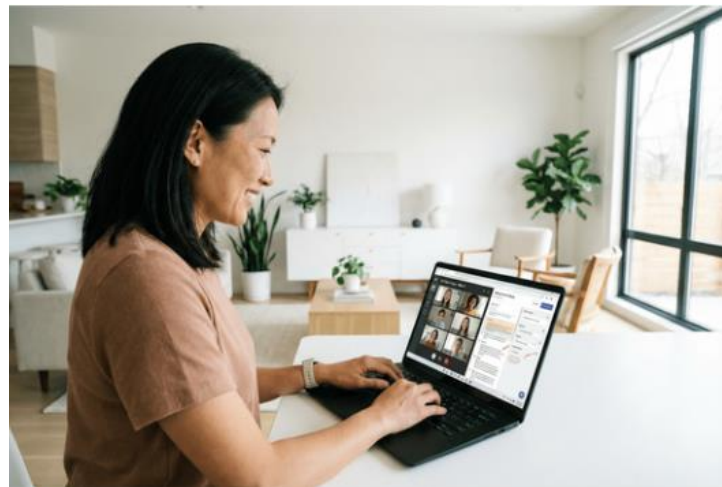
111

students are
educated at home
in Galveston

EdOptions: Bringing Virtual Learning to Life

EdOptions Academy Teachers:

- TX state-certified and trained in online instruction
- Build strong relationships with students and families
- Lead live lessons, small groups, and help sessions
- Communicate regularly via Zoom, phone, email, and text
- Provide timely, meaningful feedback



Expand course options and capacity

Increased Engagement

Expand equitable access to learning and retain critical enrollments.

Flexible Support

Enhance the capacity of classroom teachers even amid staffing challenges.

Scalable Success

Provide alternative paths toward credit retrieval and graduation achievement.



A full spectrum of virtual support



EdOptions Academy is Cognia-certified & NCAA approved

Unlock Barriers with Individualized Supports



Provide additional, wraparound supports for students who need more



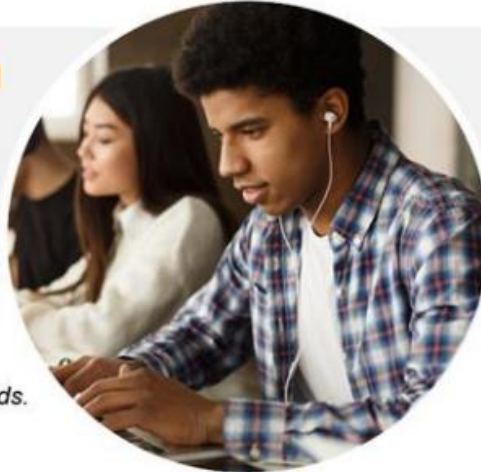
Success Coaching

Ideal for students who are falling behind or **who need help prioritizing and self-advocating.**



[The coach] helped to motivate, guide, and encourage my child... based on their own needs.

-EdOptions Academy Parent



Special Education

Designed for students with existing IEPs to provide related **support in the virtual classroom**

Students meet with their liaison, get online help to answer questions, and use a supported curriculum to drive learning further.

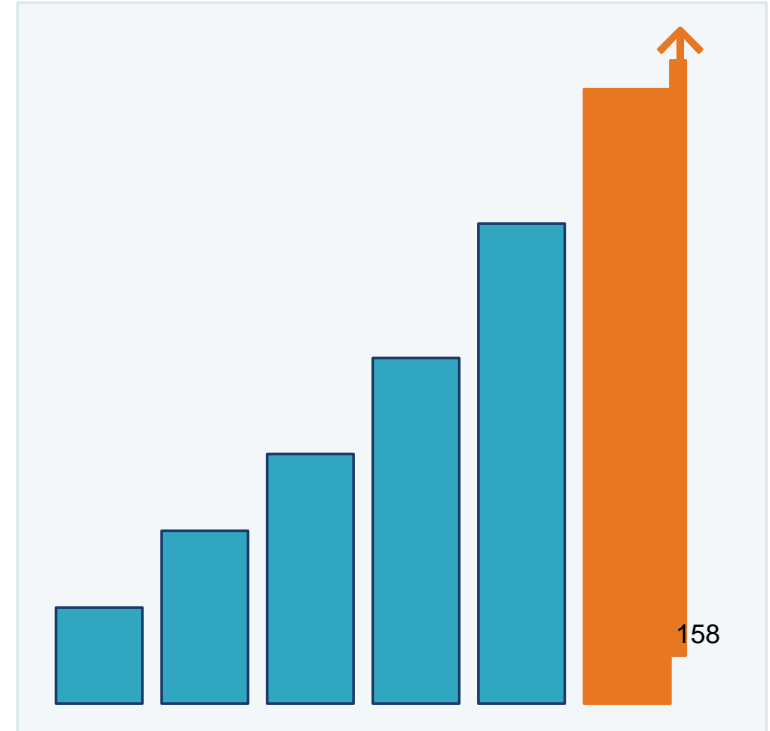


Net Revenue Model

■ Average funding per student is approximately \$6,260.00

■ Estimated operating cost per student: approximately \$3,850.

■ Estimated net margin: approximately \$3,650 per student.



Operating Cost Model (Per Student)

Category	Estimated Cost
Instruction (Platform OR GISD Teachers)	\$2,500
Device / IT / SIS / Testing / Support	\$600
Program Administration	\$250
Total Estimated Cost	\$3,850

Staffing Ramp — Enrollment-Funded

Phase	Instructional Model
Phase 1	EdOptions Teachers Launch (Up to 20 students)
Phase 2	Hybrid (EdOptions + GISD) Growth (30 students)
Phase 3	Hybrid (EdOptions + GISD) Expansion (40 students): Add Student Support Specialist. 160

Enrollment Guardrails

- **Non-GISD students prioritized for initial enrollment.**
- Current GISD students must complete one semester at their traditional school before applying.
- Waitlists used once capacity is reached.



Board Action Requested



Request to approve the establishment of Galveston Island Virtual Academy (GIVA) to serve grades 9–12 and authorize implementation as Galveston ISD's newest virtual program, with a target launch of Fall 2026.

Initial enrollment will prioritize students not currently enrolled in GISD as the program phases into operation.



Action Sheet

MEETING DATE:

April 22, 2026

AGENDA ITEM:

Discuss and consider the approval of the Math K-12 selection for an amount not to exceed \$650,000 using state instructional materials and open educational resources funds.

In accordance with the established protocols and directives outlined by Galveston ISD and the Texas State Board of Education, GISD is submitting the outcomes of the Math K–12 selection process for the adoption of a new mathematics curriculum for grades K–12.

Throughout this process, the textbook selection committee evaluated curriculum packages from six different vendors over 3 to 4 months. Their evaluation was based on research, vendor presentations, and their professional educational expertise. Following this review, the committee voted to identify the most suitable option for Galveston ISD. These findings were compiled and presented to the district for comprehensive educational and financial review.

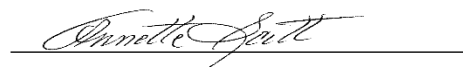
It is the collective recommendation of Galveston ISD administration and staff that the district adopt Texas Bluebonnet Learning print resources for kindergarten through grade 8, Accelerate Learning’s digital curriculum for grades K–5, and McGraw Hill’s digital curriculum for grades 6–12.

RECOMMENDATION:

I move that the board approve the Math K-12 selection for an amount not to exceed \$650,000 using state instructional materials and open educational resources funds.



Matthew Neighbors Ed. D.
Superintendent



Dr. Annette Scott
Assistant Superintendent for Student Support

K- 12 MATH ADOPTION PROPOSAL

OVERVIEW

In the spirit of providing the best possible chance for our students and teachers to succeed, Galveston ISD will be adopting both the Bluebonnet Learning Curriculum and an additional digital curriculum for grade levels K- 8, Algebra 1, Geometry, and Algebra 2.

7- YEAR MATH ADOPTION PLAN

All purchases proposed have been budgeted for a 7- year period using the State SBOE- Approved Instructional Materials Entitlement and State- Developed Open Education Resource Entitlement. All products are Texas State IMRA approved.

BLUBONNET LEARNING CURRICULUM - STATE- DEVELOPED OPEN EDUCATION RESOURCE

- Consumable and Manipulative Purchase
- Kindergarten through Grade 8 & Grade 8 Algebra 1
- Year 1 Cost: Not to exceed \$175,000
- Estimated Annual Cost: \$85,000

ACCELERATE LEARNING – STEMSCOPES: SBOE- APPROVED INSTRUCTIONAL MATERIALS

- Digital Only Purchase
- Kindergarten through Grade 5
- 7- year cost: Not to Exceed \$175,000

MCGRAW HILL – TEXAS MATHEMATICS: SBOE- APPROVED INSTRUCTIONAL MATERIALS

- Digital Only Purchase
- Grade 6 – 8; Algebra 1, Geometry, Algebra 2, and Precalculus
- 7- Year Cost: Not to Exceed \$350,000

TOTAL EXPENSES: NOT TO EXCEED \$650,000

(Exact prices for products can be provided once all quotes and products are finalized)

Quote 00140031
 Expiration Date 9/30/2026
 Account Name Galveston Independent School District
 Bill To GISD Accounts Payable
 PO Box 660
 Galveston, Texas 77553
 United States
 Ship To GISD Central Receiving
 4302 Ave Q
 Galveston, Texas 77550
 United States
 Contact Name Eric Mueller
 Email ericmueller@gisd.org
 Phone (409)766-5802

MAIL PO & CHECKS TO:

Division Accelerate Learning Inc.
 Company Address PO BOX 732464
 Dallas, 75373-2464
 Fax (281) 833-4510
 Phone (800) 531-0864

Created Date 4/8/2026 Start Date 8/8/2026
 Account Sales Rep Mark Weatherly

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	Sales Price	Total Price
STEMscopes Texas Math - Kindergarten English and Spanish (7 year online subscription)	979-8-89353-369-9-OP7	K	430.00	7 Years	\$55.20	\$23,736.00
STEMscopes Texas Math - Grade 1 English and Spanish (7 year online subscription)	979-8-89353-370-5-OP7	1	419.00	7 Years	\$55.20	\$23,128.80
STEMscopes Texas Math - Grade 2 English and Spanish (7 year online subscription)	979-8-89353-371-2-OP7	2	418.00	7 Years	\$55.20	\$23,073.60
STEMscopes Texas Math - Grade 3 English and Spanish (7 year online subscription)	979-8-89353-372-9-OP7	3	449.00	7 Years	\$55.20	\$24,784.80
STEMscopes Texas Math - Grade 4 English and Spanish (7 year online subscription)	979-8-89353-373-6-OP7	4	437.00	7 Years	\$55.20	\$24,122.40
STEMscopes Texas Math - Grade 5 English and Spanish (7 year online subscription)	979-8-89353-374-3-OP7	5	430.00	7 Years	\$55.20	\$23,736.00

Subtotal \$142,581.60
 Shipping \$0.00
 Order Total \$142,581.60

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://www.acceleratelearning.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.

Customer License Terms and Conditions

This quote is subject to Accelerate Learning Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.acceleratelearning.com/wp-content/uploads/resources/tech-and-legal/accelerate-learning-terms-and-conditions-2025.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Accelerate

Learning's written consent.



Because learning changes everything.®

QUOTE PREPARED FOR:

Galveston Isd
GISD CENTRAL RECEIVING 429
GALVESTON, TX 77550-7302
ACCOUNT NUMBER: 405141

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Michelle Starr
michellem.starr@mheducation.com
(346) 459-5189

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Texas Math	\$1,123,560.66	(\$816,330.57)	\$307,230.09
PRODUCT TOTAL*	\$1,123,560.66	(\$816,330.57)	\$307,230.09
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$307,230.09

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 04/08/2026
QUOTE NUMBER: BNELS-04082026014351-001

ACCOUNT NAME: Galveston Isd
ACCOUNT #: 405141

EXPIRATION DATE: 08/06/2026
PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Texas Math					
Grade 6					
TX MATH COURSE 1 COMPREHENSIVE STUDENT DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-677722-6	243	\$104.91	\$0.00	\$25,493.13
TX MATH COURSE 1 COMPREHENSIVE TEACHER DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-622644-1	9	\$10,825.23	\$97,427.07	*Free Materials
Grade 6 Subtotal:				\$97,427.07	\$25,493.13
Texas Math Accelerated					
TX MATH ACCELERATED COMPREHENSIVE STUDENT DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-685160-5	170	\$261.24	\$0.00	\$44,410.80
TX MATH ACCELERATED COMPREHENSIVE TEACHER DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-502040-8	5	\$26,954.82	\$134,774.10	*Free Materials
Texas Math Accelerated Subtotal:				\$134,774.10	\$44,410.80
Grade 7					
TX MATH COURSE 2 COMPREHENSIVE STUDENT DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-450718-4	249	\$104.91	\$0.00	\$26,122.59
TX MATH COURSE 2 COMPREHENSIVE TEACHER DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-510772-7	9	\$10,825.23	\$97,427.07	*Free Materials
Grade 7 Subtotal:				\$97,427.07	\$26,122.59
Texas Math Accelerated					
TX MATH ACCELERATED COMPREHENSIVE STUDENT DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-685160-5	153	\$261.24	\$0.00	\$39,969.72
TX MATH ACCELERATED COMPREHENSIVE TEACHER DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-502040-8	4	\$26,954.82	\$107,819.28	*Free Materials
Texas Math Accelerated Subtotal:				\$107,819.28	\$39,969.72
Grade 8					
TX MATH COURSE 3 COMPREHENSIVE STUDENT DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-515148-5	331	\$104.91	\$0.00	\$34,725.21
TX MATH COURSE 3 COMPREHENSIVE TEACHER DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-439726-6	11	\$10,825.23	\$119,077.53	*Free Materials
Grade 8 Subtotal:				\$119,077.53	\$34,725.21
Grade 8 Algebra 1					
TX MATH ALGEBRA 1 COMPREHENSIVE STUDENT DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-454405-9	66	\$104.91	\$0.00	\$6,924.06
TX ALGEBRA 1 COMPREHENSIVE TEACHER DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-686180-2	2	\$10,825.23	\$21,650.46	*Free Materials
Grade 8 Algebra 1 Subtotal:				\$21,650.46	\$6,924.06
Algebra 1					

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |

Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 04/08/2026

ACCOUNT NAME: Galveston lsd

EXPIRATION DATE: 08/06/2026

QUOTE NUMBER: BNELS-04082026014351-001

ACCOUNT #: 405141

PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
TX MATH ALGEBRA 1 COMPREHENSIVE STUDENT DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-454405-9	375	\$104.91	\$0.00	\$39,341.25
TX ALGEBRA 1 COMPREHENSIVE TEACHER DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-686180-2	9	\$10,825.23	\$97,427.07	*Free Materials
Algebra 1 Subtotal:				\$97,427.07	\$39,341.25
Geometry					
TX MATH GEOMETRY COMPREHENSIVE STUDENT DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-552696-2	385	\$104.91	\$0.00	\$40,390.35
TX GEOMETRY COMPREHENSIVE TEACHER DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-591027-3	8	\$10,825.23	\$86,601.84	*Free Materials
Geometry Subtotal:				\$86,601.84	\$40,390.35
Algebra 2					
TX MATH ALGEBRA 2 COMPREHENSIVE STUDENT DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-504488-6	425	\$104.91	\$0.00	\$44,586.75
TX ALGEBRA 2 COMPREHENSIVE TEACHER DIGITAL CENTER 7 YEAR SUBSCRIPTION	978-1-26-503647-8	5	\$10,825.23	\$54,126.15	*Free Materials
Algebra 2 Subtotal:				\$54,126.15	\$44,586.75
PreCalculus					
TX PRECALCULUS HSE 1E 2026 MILLER COMPREHENSIVE STUDENT DIGITAL CENTER 7 YR SUB	978-1-26-582905-6	25	\$196.65	\$0.00	\$4,916.25
TX PRECALCULUS HSE 1E 2026 MILLER COMPREHENSIVE TEACHER DIGITAL CENTER 7Y SUB	978-1-26-495527-5	1	\$349.98	\$0.00	\$349.98
PreCalculus Subtotal:				\$0.00	\$5,266.23
Texas Math Subtotal:				\$816,330.57	\$307,230.09

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
 Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 04/08/2026
 QUOTE NUMBER: BNELS-04082026014351-001

ACCOUNT NAME: Galveston Isd
 ACCOUNT #: 405141

EXPIRATION DATE: 08/06/2026
 PAGE #: 3



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QUOTE PREPARED FOR:

Galveston Isd
GISD CENTRAL RECEIVING 429
GALVESTON, TX 77550-7302
ACCOUNT NUMBER: 405141

CONTACT:

VALUE OF ALL MATERIALS	\$1,123,560.66
FREE MATERIALS	(\$816,330.57)
PRODUCT TOTAL*	\$307,230.09
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$307,230.09

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 04/08/2026

ACCOUNT NAME: Galveston Isd

EXPIRATION DATE:08/06/2026

QUOTE NUMBER: BNELS-04082026014351-001

ACCOUNT #: 405141

PAGE #: 4

Action Sheet

MEETING DATE:

April 22, 2026

AGENDA ITEM:

Discuss and consider the approval of the Certification of Provision of Instructional Materials Survey 2026-27, allowing Galveston ISD to use IMTA and IMRA funds through EMAT during the 2026-2027 school year.

In accordance with Texas Education Code (TEC) §31.104, school districts are required to annually certify to the State Board of Education and the Commissioner of Education that students have access to instructional materials that fully cover the Texas Essential Knowledge and Skills (TEKS) for each subject in the required curriculum.

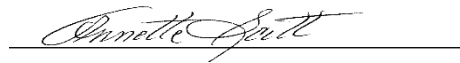
To meet this requirement, Galveston ISD must submit the 2026–27 Certification of Provision of Instructional Materials Survey to the Texas Education Agency (TEA). Completion of this survey is required for the district to be eligible to purchase instructional materials through the Educational Materials (EMAT) system.

RECOMMENDATION:

I move that the board approve the Certification of Provision of Instructional Materials Survey 2026-27, allowing Galveston ISD to use IMTA and IMRA funds through EMAT during the 2026-2027 school year.



Matthew Neighbors Ed. D.
Superintendent



Dr. Annette Scott
Assistant Superintendent for Student Support

Certification of Provision of Instructional Materials Survey 2026–27

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Survey Prewrite Form

2026–27 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code \(TEC\) §31.1011](#) local school systems are required to annually certify to the State Board of Education (SBOE) and TEA commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, school systems are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) TEC, Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The Certification 2026–27 Survey includes a section for school systems to certify they meet this requirement.

TEA utilizes the following tools for the Certification of Provision of Instructional Materials process:

- **Certification 2026–27 Prewrite Form:** The prework form is a fillable and printable PDF intended to mirror the online survey and provide guidance for successful survey completion. The prework form should be completed offline and presented to the board of trustees or governing body for ratification and signatures.
- **Certification 2026–27 Survey:** The survey is a web-based application where school systems will submit the responses collected on the Certification 2026–27 Prewrite Form and upload the signature page.
 - The Certification 2026–27 Survey will be open for submissions beginning **Tuesday, February 17, 2026.**

The 2026–27 Certification of Provision of Instructional Materials process requires:

- The completion of the Certification 2026–27 Prewrite Form,
- Ratification by the local school system's board of trustees or governing body in an open, public-noticed meeting, and
- Submission of the Certification 2026–27 Survey and upload the last page of the ratified Certification 2026–27 Prewrite Form.

TEA recommends that local school systems complete the prework form and survey by **May 1, 2026**. The prework form and survey can be found on the [Certification of Provision of Instructional Materials](#) web page.

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 31, 2026, and is scheduled to reopen on May 15, 2026. Completion of the Certification process **is required** to regain access to allotment funds when EMAT reopens.

Certification 2026–27 Survey submissions received after May 15, 2026, are typically processed within five business days of receipt, and access to allotment funds in EMAT will follow.

Certification of Provision of Instructional Materials Process Steps

1. **Review the Certification 2026–27 Prewrite Form:** Print the fillable Certification 2026–27 Prewrite Form on the [Certification of Provision of Instructional Materials](#) web page.
2. **Gather information:** The form may require consultation with content area leaders or other local school system staff.
3. **Complete Certification 2026–27 Prewrite Form:** Complete the prework form by hand or digitally.
4. **Schedule and obtain needed signatures:** Coordinate placement of the Certification 2026–27 Prewrite Form on the agenda of an open, publicly noticed board meeting and secure formal ratification by the local school system’s board of trustees or governing body.
5. **Submit Certification 2026–27 Survey:** Complete the online Certification 2026–27 Survey by answering the questions. Inside the survey, upload the last page of the signed and ratified Certification 2026–27 Prewrite Form from step 4.

The survey will be open for submissions beginning Tuesday, February 17, 2026, and will be located on the [Certification of Provision of Instructional Materials](#) web page.

Additional Supports

For the Certification of Provision of Instructional Materials process, local school systems are highly encouraged to:

- View detailed Instructional Materials Review and Approval (IMRA) reports for all instructional materials reviewed through the IMRA process at im.tea.texas.gov.
- Refer to the IMRA List of [SBOE-Approved Instructional Materials](#) and [SBOE-Rejected Instructional Materials](#).
- Attend the TEA webinar about the Certification of Provision of Instructional Materials process for 2026–27 on **Tuesday, February 17th, at 11:00 a.m. CST**. [Registration](#) is required.
- Attend TEA office hours to get help and support with the Certification of Provision of Instructional Materials process; registration is required.
 - Monday, March 2nd, at 11:00 a.m. CST | [Register on Zoom](#)
 - Thursday, March 5th, at 11:00 a.m. CST. | [Register on Zoom](#)
- View the [Certification of Provision of Instructional Materials Resource List | 2026–27](#)
- Request a copy of the previous year’s submission (if needed) by submitting a [Help Desk Ticket](#).

For questions about the Certification of Provision 2026–27 Pework Form, survey, or process, please submit a [Help Desk ticket](#).

Terminology

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier one or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

Qualtrics Survey and Pework Form Guidance

Please note that the format of the Certification 2026–27 Pework Form **will not** match the appearance of the official Certification 2026–27 Qualtrics Survey. While the **questions are identical**, this form uses **open-ended text boxes** for responses. In the survey, the questions will be presented with **drop-down menus** containing predefined answer choices.

To help support completion of the Certification 2026–27 Pework Form accurately—and to ensure responses align with the options that will appear in the survey—an [additional resource](#) is provided. The Certification of Provision of Instructional Materials Resource List provides all the instructional materials that will appear in the survey's questions with drop-down menus.

Please ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align with the predefined answer choices provided on the survey drop-down menus.

If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, you will be asked to manually enter the publisher and product name(s).

It is highly recommended to refer to [this resource](#) while completing this prework form.

Instructional Materials Procurement Reminder

Beginning in the 2026–27 school year, local school systems may not locally adopt, use, or spend any funds to procure materials placed on the list of SBOE-Rejected Instructional Materials (TEC, §§31.024 and 31.106).

Certification 2026–27 Survey Questions

Background Information

QUESTION 1.0:

Name of person completing this form:

Eric Mueller

QUESTION 1.1:

Your email address:

ericmueller@gisd.org

QUESTION 1.2:

Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

Local School System Information

Please note: The information provided will be publicly accessible. Only school-related details should be entered in the fields below (e.g., use work-related email addresses).

QUESTION 2.0:

Region #

Region 4

QUESTION 2.1:

School system name and number

Galveston ISD - 804902

QUESTION 2.2:

Name of superintendent

Dr. Matthew Neighbors

QUESTION 2.3:

Email address of the superintendent

matthewneighbors@gisd.org

QUESTION 2.4:

Name of the school board president or officer of the governing body

Anthony Brown

QUESTION 2.5:

Email address of the school board president or officer of the governing body

anthonybrown@gisd.org

QUESTION 2.6:

Date of the local board of trustees or governing body meeting at which the certification prework form was presented and approved?

Reading Language Arts Certification

Scope and Sequence: All Grade Levels RLA

QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the local school system level and generally consistent across classrooms within the same grade level?

Yes

No

English Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.) [Single Select]

Yes

No

English Reading Language Arts K–5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA and/or Phonics grades K-5 full-subject and/or supplemental publisher(s)/ product(s) used:

Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 1
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 2
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 3
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 4
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 5
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade K
Writable; Writable Resources
2Houghton Mifflin Harcourt (HMH); Amira

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Reading Language Arts, Edition 1 (grades K-5) in their classroom on a regular basis?

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Foundational Skills, Edition 1 (grades K-3) in their classroom on a regular basis?

Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

- Yes
- No

Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Spanish RLA and/or Phonics grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ;Arriba la lectura! Grade 1
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ;Arriba la lectura! Grade 2
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ;Arriba la lectura! Grade 3
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ;Arriba la lectura! Grade 4
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ;Arriba la lectura! Grade 5
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ;Arriba la lectura! Grade K

QUESTION 7.1:

(If above answer includes Aprendizaje Bluebonnet instructional materials):

What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Artes del lenguaje y lectura, (grados K-5) in their classroom on a regular basis?

QUESTION 7.2:

What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Destrezas fundamentales, (grados K-3) in their classroom on a regular basis?

English Reading Language Arts (RLA) 6-8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2026-27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 6-8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

English Reading Language Arts (RLA) 6–8 Instructional Materials

QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Literature Grade 6
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Literature Grade 7
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Literature Grade 8
Writable; Writable Resources

English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

QUESTION 10.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 9–12?** (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.)

Yes

No

English Reading Language Arts (RLA) 9–12 Instructional Materials

QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

McGraw-Hill School Division; StudySync Grade 10 Texas (English II)
McGraw-Hill School Division; StudySync Grade 11 Texas (English III)
McGraw-Hill School Division; StudySync Grade 12 Texas (English IV)
McGraw-Hill School Division; StudySync Grade 9 Texas (English I)
Writable; Writable Resources

Mathematics Certification

Scope and Sequence: All Grade Levels Mathematics

QUESTION 12.0:

Are instructional materials for mathematics managed at the school system-level and generally consistent across classrooms within the same grade level?

Yes

No

Mathematics K–5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics K–5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Texas Education Agency; Bluebonnet Learning Grade K Math, Edition 1
Texas Education Agency; Bluebonnet Learning Grade 1 Math, Edition 1
Texas Education Agency; Bluebonnet Learning Grade 2 Math, Edition 1
Texas Education Agency; Bluebonnet Learning Grade 3 Math, Edition 1
Texas Education Agency; Bluebonnet Learning Grade 4 Math, Edition 1
Texas Education Agency; Bluebonnet Learning Grade 5 Math, Edition 1
Accelerate Learning; STEMscopes Texas Math - Kindergarten Spanish (1 year online)
Accelerate Learning; STEMscopes Texas Math - Grade 1 (1 year online)
Accelerate Learning; STEMscopes Texas Math - Grade 1 Spanish (1 year online)
Accelerate Learning; STEMscopes Texas Math - Grade 2 (1 year online)
Accelerate Learning; STEMscopes Texas Math - Grade 2 Spanish (1 year online)
Accelerate Learning; STEMscopes Texas Math - Grade 3 (1 year online)
Accelerate Learning; STEMscopes Texas Math - Grade 3 Spanish (1 year online)
Accelerate Learning; STEMscopes Texas Math - Grade 4 (1 year online)
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Accelerate Learning; STEMscopes Texas Math - Grade 4 Spanish (1 year online)
Accelerate Learning; STEMscopes Texas Math - Grade 5 (1 year online)
Accelerate Learning; STEMscopes Texas Math - Grade 5 Spanish (1 year online)

QUESTION 14.1:

(If above answers include Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

2,583

Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

Texas Education Agency; Bluebonnet Learning Secondary Mathematics Grade 6, Edition 1
Texas Education Agency; Bluebonnet Learning Secondary Mathematics Grade 7, Edition 1
Texas Education Agency; Bluebonnet Learning Secondary Mathematics Grade 8, Edition 1
Texas Education Agency; Bluebonnet Learning Secondary Mathematics Algebra I, Edition 1
McGraw Hill LLC; Texas Math Course 1 (Grade 6)
McGraw Hill LLC; Texas Math Course 2 (Grade 7)
McGraw Hill LLC; Texas Math Course 3 (Grade 8)
McGraw Hill LLC; Texas Algebra I
McGraw Hill LLC; ALEKS Course 1 (Grade 6)
McGraw Hill LLC; ALEKS Course 2 (Grade 7)
McGraw Hill LLC; ALEKS Course 3 (Grade 8)
McGraw Hill LLC; ALEKS Algebra I

QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

1,212

Advanced Mathematics 6–8 Instructional Materials

QUESTION 17.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **advanced mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Advanced Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill LLC; ALEKS Course 1 (Grade 6)*
McGraw Hill LLC; ALEKS Course 2 (Grade 7)*
McGraw Hill LLC; ALEKS Course 3 (Grade 8)*
McGraw Hill LLC; ALEKS Algebra 1*
McGraw Hill LLC; Texas Math Course 1 (Grade 6)*
McGraw Hill LLC; Texas Math Course 2 (Grade 7)*
McGraw Hill LLC; Texas Math Course 3 (Grade 8)*
McGraw Hill LLC; Texas Algebra 1*

Mathematics 9–12 TEKS Coverage Certification

QUESTION 18.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 9–12 Instructional Materials

QUESTION 19.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

McGraw Hill LLC; Texas Algebra 1
McGraw Hill LLC; Texas Algebra 2
McGraw Hill LLC; Texas Geometry
McGraw Hill LLC; Miller Precalculus
McGraw Hill LLC; ALEKS Algebra I
McGraw Hill LLC; ALEKS Algebra II
McGraw Hill LLC; ALEKS Geometry
McGraw Hill LLC; ALEKS Precalculus

Social Studies Certification

Scope and Sequence: All Grade Levels Social Studies

QUESTION 20.0:

Are instructional materials for social studies managed at the school system level and generally consistent across classrooms within the same grade level?

Yes

No

Social Studies K–5 TEKS Coverage Certification

QUESTION 21.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies K–5 Instructional Materials

QUESTION 22.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

American Legacy Publishing dba Studies Weekly; Texas Community Studies Weekly (grade 3);
American Legacy Publishing dba Studies Weekly; Texas Community Studies Weekly (Spanish Version)
(grade 3);
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly (grade 4);
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly (Spanish) (grade 4)
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly First Grade
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly First Grade (Spanish)
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly Kindergarten (grade K)
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly Kindergarten (Spanish)
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly Second Grade
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly Second Grade (Spanish)
American Legacy Publishing dba Studies Weekly; USA Studies Weekly - 1565 to the Present (grade 5)
American Legacy Publishing dba Studies Weekly; USA Studies Weekly - 1565 to the Present (Spanish)
(grade 5)

Social Studies 6–8 TEKS Coverage Certification

QUESTION 23.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies 6–8 Instructional Materials

QUESTION 24.0:

Select **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided

on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

Lowman Education LLC; Lowman 6th-8th Grade Social Studies

Social Studies 9–12 TEKS Coverage Certification

QUESTION 25.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select “yes” even if not all classrooms use the same materials)

Yes

No

Social Studies 9–12 Instructional Materials

QUESTION 26.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

Lowman Consulting LLC; Lowman 9th-12th Grade Social Studies
McGraw-Hill School Education LLC; McGraw-Hill Education Economics (Social Studies)
McGraw-Hill School Education LLC; McGraw-Hill Education United States Government (United States Government)
McGraw-Hill School Education LLC; McGraw-Hill Education World History (World History Studies)
Imagine Learning LLC; Imagine Edgenuity

Science Certification

Scope and Sequence: All Grade Levels Science

QUESTION 27.0:

Are instructional materials for science managed at the school system level and generally consistent across classrooms within the same grade level?

Yes

No

Science K–5 TEKS Coverage Certification

QUESTION 28.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science K–5 Instructional Materials

QUESTION 29.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade K
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 1
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 2
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 3
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 4
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 5
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade K
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 1
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 2
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 3
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 4
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 5

Science 6–8 TEKS Coverage Certification

QUESTION 30.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 6–8 Instructional Materials

QUESTION 31.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 6
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 7
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 8
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 6

Science 9–12 TEKS Coverage Certification

QUESTION 32.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 9–12 Instructional Materials

QUESTION 33.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

Myriad Sensors, Inc.; Conceptual Academy Biology (Texas Edition)
Myriad Sensors, Inc.; Conceptual Academy Chemistry (Texas Edition)
Myriad Sensors, Inc.; Conceptual Academy Integrated Physics and Chemistry (Texas Edition)
Myriad Sensors, Inc.; Conceptual Academy Physics (Texas Edition)

The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 34.0:

Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

Additional Informational Questions (Optional)*

QUESTION 35.0:

Has your local school system used, or plan to use, [Instructional Materials Review and Approval \(IMRA\)](#) reports to inform local adoption decisions for ELAR, SLAR, phonics, and mathematics instructional materials?

Yes

No

QUESTION 35.1:

If “Yes” is selected: In which subject area(s) have you used the IMRA reports to obtain information about the quality of products? *

English reading language arts

Spanish reading language arts

English phonics

Spanish phonics

Full-subject, Tier one mathematics

Supplemental mathematics

QUESTION 35.2:

On a scale from 0 to 10, how likely are you to recommend the use of IMRA reports to support local adoption of HQIM? 0 (Not at all) to 10 (Extremely likely) *

- 0.
- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your local school system leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DMAC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STAAR Interim	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="NWEA - Map Growth Tests"/>			
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="NWEA – Reading Fluency"/>			
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="CLI Engage - Circle"/>			

QUESTION 37.0:

What approach does your school system take to making full-subject instructional materials available to teachers and staff?

- Teachers access educational applications through a Single Sign On platform (e.g., Clever, ClassLink)
- Teachers access educational applications within a Learning Management System (e.g., Schoology, Google Classroom, Canvas, Moodle)
- Teachers log directly to publisher curriculum platforms (e.g., HMH Ed, Savvas Realize, Amplify, Great Minds)
- Teachers access copied files or links within a Learning Management System (e.g., Google Classroom, Canvas, Moodle)
- Teachers access copied files or links within a Student Information System (e.g., PowerSchool, Infinite Campus, Skyward)
- Teachers access copied files or links in a shared cloud drive (e.g., Google Drive, OneDrive, Dropbox)
- Teachers access copied files or links through a district resource portal (e.g., SharePoint, Google Site, intranet)
- Other (Please Explain):

Other Certified Subject Areas

QUESTION 38.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills, as referenced in [Texas Education Code 28.002](#): [multiple select]

- Languages other than English (LOTE)
- Health, with emphasis on the importance of proper nutrition and exercise
- Physical education
- Fine arts
- Career and Technical Education (CTE)
- Technology applications
- Personal financial literacy
- None

Certification 2026–27 Survey Ratification

[Print, Sign, and Upload via Qualtrics]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA)

District County Number (6-digit ID):

084902

District Name:

Galveston ISD

Date of Ratification by Local School Board of Trustees or Governing Body:

Signature of the Board President and Secretary or Governing Board Officer

Board President

Date

Board Secretary

After ratification, please scan the last page of this form and submit it to TEA through the electronic Qualtrics Certification of Provision of Instructional Materials Survey.

- The Certification 2026–27 Survey will be available on the Certification of Provision of Instructional Materials web page and open for submissions beginning **Tuesday, February 17, 2026.**


Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and consider approval of Acknowledgement of GLO Grant and Acquisition of Approximately 164 acres of land for the acquisition of the Kahala Tract

GISD administration is seeking approval of the grant of \$6,000,000 from the Texas General Land Office following their award of a grant from the National Oceanic and Atmospheric Administration. The grant funds are enabling GISD the ability to contribute to the purchase of approximately 164 acres for the acquisition of the Kahala Tract. The Kahala Tract is located on the West End of Galveston Island and will ultimately add to the Artist Boat Coastal Heritage Preserve that will enable a legacy of environmental learning of the island. The Artist Boat Organization will hold a conservation easement of the land and be responsible for perpetual stewardship of the property. Funds will be received by GISD and immediately sent to an escrow account for property closing. The GLO is working on a contract for both parties to include GISD and the GLO. Contract will be finalized on or before June 1, 2026.

RECOMMENDATION: I move that the Board of Trustees allow the administration the ability to accept the GLO grant award of \$6,000,000 for the purchase of approximately 164 acres of the Kahala Tract and delegate authority to finalize the contract terms between GISD and the GLO on or before June 1, 2026.


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer



RECIPIENT INFORMATION

- 1. Recipient Name**
TEXAS GENERAL LAND OFFICE
1700 CONGRESS AVE
AUSTIN, TX 78701
- 2. Congressional District of Recipient**
37
- 3. Employer Identification Number (EIN)**
746000108
- 4. UEI**
RATCEAKNBRW7
- 5. Recipient Point of Contact**
Julie McEntire
julie.mcentire@glo.texas.gov
- 6. Authorized Official**
Meghan Martinez
meghan.martinez@glo.texas.gov

FEDERAL AGENCY CONTACT INFORMATION

- 7. Grant Specialist**
Kylie Brock
kylie.brock@noaa.gov
- 8. Program Officer**
Perry Fennell
perry.fennell@noaa.gov
- 9. Grant Officer**
Brandi Franklin
brandi.l.franklin@noaa.gov

FEDERAL AWARD INFORMATION

- 10. Award Number / FAIN**
NA25NOSX473C0212-T1-01 / NA25NOSX473C0212 / Mod 0
- 11. Award Type**
Cooperative Agreement
- 12. Period of Performance Start Date & End Date**
10/01/2025 – 09/30/2027
- 13. Budget Period Start Date & End Date**
10/01/2025 – 09/30/2027
- 14. Federal Share of Cost**
\$6,000,000
- 15. Recipient Share of Cost**
\$0
- 16. Total Federal and Recipient Cost**
\$6,000,000
- 17. Opportunity Number**
NOAA-NOS-OCM-2024-27096
- 18. Project Title**
Texas BIL CZM Habitat Protection and Restoration Competition
- 19. Assistance Listing Number and Name**
11.473 Office for Coastal Management
- 20. R&D Award?**
No
- 21. Construction Award?**
No
- 22. Grants Officer – Signature and Award Date**
Halima Turner – 08/01/2025



Department of Commerce
NOAA
NOS Office for Coastal Management (OCM)

Notice of Award
NA25NOSX473C0212-T1-01

NOTICE OF NOAA AWARD COVER LETTER

You are the recipient of NOAA award Number NA25NOSX473C0212-T1-01.

The Notice of Award (NoA) serves as the official legal document issued to notify the recipient and others that an award has been made. The NoA contains all terms and conditions of the grant award.

The complete NoA can be found and downloaded under eRA Commons using the following instructions: [View Notice of Award | eRA](#)

This NoA was sent to the specified email address entered in the NoA email field by the recipient organization when completing the electronic Research Administration (eRA) Commons registration process. The Signing Official (SO) can update this email address through the Institutional Profile section in eRA Commons. The NoA can also be viewed from the Status Information page in eRA Commons. By accepting the award, the recipient agrees to comply with the award provisions specified on the award document.

As the Signing Official (SO) you are authorized to legally bind the institution in grant-administration matters. In providing your signature approval on the grant application submission you are responsible for monitoring grant related activities and authorizing expenditures under this award.

Additional Information about your award is shown below:

- Assistance Listing Number: 11.473
- Project Period: 10/01/2025 – 09/30/2027
- Program Office: NOS Office for Coastal Management (OCM)
- Program Officer: Perry Fennell
- Program Officer Phone:
- Program Officer Email: perry.fennell@noaa.gov
- Total Federal Funding: \$6,000,000
- Total Non-Federal Funding: \$0
- Organization Name: TEXAS GENERAL LAND OFFICE
- Project Title: Texas BIL CZM Habitat Protection and Restoration Competition
- Name of Principal Director/Project Investigator (PI/PD) as identified in the negotiated application:
 - o Julie McEntire

This email was sent from a source that is not monitored for responses. If you need assistance, contact your Program/Project Officer (for programmatic issues) or the [eRA Help Desk](#) (for technical issues).

SECTION I – BUDGET INFORMATION**Approved Budget**

	Year 1 Federal	Year 2 Federal	Total
Other	\$6,000,000	\$0	\$6,000,000
Total Direct Charges	\$6,000,000	\$0	\$6,000,000
Indirect Charges	\$0	\$0	\$0
Federal	\$6,000,000	\$0	\$6,000,000
Non-Federal	\$0	\$0	\$0

Authorized

	Cumulative
Federal	\$6,000,000
Non-Federal	\$0
Total	\$6,000,000

Authorized Funding Codes

					Cumulative
140Y8KMZJG	24P00	141017000000000000	41001300	CZM BIL PROV 9	\$6,000,000
Total					\$6,000,000

SECTION II – NOAA STANDARD TERMS AND CONDITIONS

- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE GENERAL TERMS AND CONDITIONS
<https://www.commerce.gov/oam/policy/financial-assistance-policy>
The Department of Commerce Financial Assistance General Terms and Conditions (GT&Cs) issued October 1, 2024, are incorporated by reference into this award.
- Bureau Financial Assistance Standard Terms and Conditions
[Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration \(NOAA\) Financial Assistance Awards U.S. Department of Commerce](#)
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)
<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>

SECTION III – SPECIFIC AWARD CONDITIONS**SPECIAL TERMS****Substantial Involvement**

This award is a cooperative agreement as described in 2 C.F.R. 200.1, meaning that the NOAA is substantially involved in the project. NOAA's participation involves the following:

NOAA Office for Coastal Management (OCM) staff will provide technical assistance and guidance to the Recipient and participate in programmatic activities beyond normal stewardship responsibilities in the administration of the award. OCM staff will closely monitor the award, and in its discretion, may review or monitor local programs for which the Recipient remains responsible. NOAA will collaborate and coordinate with the recipient on the project, and/or provide training on project-related matters to project staff, and provide assistance in the management and technical performance of the project activities. NOAA may require milestones before subsequent stages of the project may continue. NOAA may limit the recipient's discretion with respect to the scope of work, organizational

structure, staffing, mode of operations, and other management processes, which will be coupled with close monitoring of operational involvement during performance.

Foreign Air Carrier

The recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. 301-10.131 through 301-10.143. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award the recipient must receive prior approval from the Grants Officer.

New Award

This competitive award number NA25NOSX473C0212 to Texas General Land Office supports the work described in the Recipient's proposal entitled, **Texas BIL CZM Habitat Protection and Restoration Competition**, dated 01/09/2025, as revised on 06/09/2025, 6/10/2025, 6/13/2025, and 7/10/2025, which is incorporated into the award by reference. This award is made under the following statutory authorities: Coastal Zone Management Act, 16 U.S.C. 1456c (Technical Assistance), 16 U.S.C. 1456-1 (CELCP), and the Infrastructure Investment and Jobs Act, Public Law 117-58. Where the terms of the award and proposal differ, the terms of the award shall prevail.

The terms in Section II of the Notice of Award applicable to this award are the version in effect at the time of award, unless the award is amended. Historical versions of 2 CFR 200 are available by clicking links at the top of the eCFR weblink in the Notice of Award.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Buy America Preference. Recipients of an award of Federal financial assistance from the Department of Commerce (Department) for a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. all iron and steel used in the project are produced in the United States this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. all construction materials are manufactured in the United States this means that all manufacturing processes for the construction material occurred in the United States. The construction materials standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this

paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered produced in the United States. Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on the NIST/MEP supplier scouting services is available at: <https://nist.gov/mep/supply-chain/supplier-scouting>.

When the Department has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the Department determines that:

applying the Buy America Preference would be inconsistent with the public interest (public interest waiver);

the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (nonavailability waiver); or

the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (unreasonable cost waiver).

A request to waive the application of the Buy America Preference must be in writing. The Department will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described on the Department's Build America, Buy America website found at <https://www.commerce.gov/oam/build-america-buy-america>.

Definitions

Buy America Preference means the domestic content procurement preference set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

Construction materials means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

1. The listed items are:

i. Non-ferrous metals;

ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

iii. Glass (including optic glass);

iv. Fiber optic cable (including drop cable);

v. Optical fiber;

vi. Lumber;

vii. Engineered wood; and

viii. Drywall.

2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Infrastructure means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

Infrastructure project means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Manufactured products means:

1. Articles, materials, or supplies that have been:
 - i. Processed into a specific form and shape; or
 - ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

IMPLEMENTATION OF DOMESTIC SOURCING REQUIREMENT

Prior to initiation of any construction that may arise in this award, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether it is using iron, steel, manufactured products, or construction materials as described in the Specific Award Condition in this award on Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. In addition, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition. The Recipient is required to coordinate with NOAA regarding its compliance with this Term.

SPECIAL CONDITIONS

Programmatic Requirements for CZM & NERRS Habitat Protection and Restoration Awards

A. Implementing Project Activities: Prior to implementing a project activity developed as part of a planning activity funded under this award, the applicant must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

B. Field Work: The applicant must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

C. Safety: The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

D. Supplemental Guidance on Acknowledgement of Sponsorship for Coastal Management Program Awards: The following provision supplements the Department of Commerce Financial Assistance Standard Terms and Conditions G.05 and the Environmental Data and Publications Special Award Condition in this award: The cover of

the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgment pages of websites and web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

F. International Travel: Consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.d., all international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. 40118.

G. Subaward and Contract Extensions: The Recipient is responsible for administering any requests for extensions of performance periods for any approved subaward or contract up to, but not beyond, the full Federal award period without prior approval by NOAA. NOAA must be notified in writing of any such task extension in semi-annual performance reports.

H. Funding Acknowledgement Sign: For any real property acquired under the award, the Recipient shall cause to be erected at the property a permanent plaque or sign satisfactory to NOAA that identifies the project and credits the National Oceanic and Atmospheric Administration as a funding source. The Recipient's final project report shall include photographs of the sign installed at the property as evidence that this award condition has been met, and sign guidance .

Post Award Environmental Review Process

National Environmental Policy Act (NEPA) Requirements for Change of Scope: Under Department of Commerce Standard Terms and Conditions G.04.a., the Recipient is required to identify to NOAA any impact the award will have on the quality of the human environment, and assist NOAA in complying with NEPA and associated environmental laws and policies. For any tasks or sub-tasks with a Special Award Condition attached requiring further NOAA Office for Coastal Management review prior to full approval, the Office for Coastal Management will review these tasks to determine the appropriate level of National Environmental Policy Act analysis, and if additional information is necessary.

If the scope of an award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NOAA will consider if the change implicates the National Environmental Policy Act even if it was considered in the original award of the grant. A Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement may be prepared for grant amendments, depending on scope of the amendment and what type of analysis is appropriate. For additional grant cycle steps, such as the release of funds, cost extensions, and other administrative steps that do not change the scope of the original grant award where NEPA was conducted, a NEPA review will not need to be conducted again.

NOAA may require additional information to fulfill post award NEPA and environmental compliance review requirements. If NOAA determines that an environmental assessment is required, applicants may also be required to assist in drafting the assessment. Applicants may also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal.

Land Acquisition General Requirements

A. General requirements on land acquisitions and conservation easements:

The Recipient shall comply with all requirements set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions and 2 CFR 200, including 2 CFR 200.311, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA - 42 USC 4601 et seq., and implementing regulations issued at 15 CFR Part 11 and 49 CFR 24). The URA includes providing for fair and equitable treatment of displaced persons or of persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The URA also includes requirements regarding notifications to the property owner and conflict of interest considerations. Consistent with these requirements, the term real property as used in these Conditions includes fee interests as well as conservation easements. Unless approved by NOAA, conservation easements shall be perpetual in nature (as opposed to a conservation easement for a set term of years).

The Recipient agrees (a) Not to use any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the project for the purpose of advancing the economic interests of private parties; (b) Not to accept title to land, easements, or other interest in land acquired by the use of any power of eminent domain for use in connection with the project for such purposes; and (c) Any use of the power of eminent domain to acquire land, easements or interests in land, whether by the recipient or any other

entity that has the power of eminent domain, in connection with the project without prior written consent of the operating unit constitutes an unauthorized activity and/or use of funds under the award, and subjects the recipient to appropriate enforcement action by the Grants Officer, including but not limited to the disallowance of award costs and the termination of an award.

B. Post-acquisition requirements: The Recipient shall manage the Property in accordance with the award. With the written approval of NOAA, Recipient may transfer the property to a public agency or entity that in the transfer document agrees to continue to manage the property in accordance with the award and to not further transfer the property without the written approval of NOAA. In the event NOAA becomes aware of title discrepancies or encumbrances that NOAA deems to interfere with the purpose for which these funds were granted, or if NOAA determines that the property has ceased to be used for the original purpose as approved by NOAA, the Recipient shall reimburse NOAA for the Federal funds received for the project as provided in 2 CFR 200.311.

C. Deed Restriction Language: Pursuant to 2 C.F.R. 200.316, the deed(s) for the real property(ies) acquired with funds from this award shall contain substantially the following provision:

"This property has been acquired [in part] with funds from Federal financial assistance award NA25NOSX473C0212 through NOAA's FY2024 Coastal Zone Management Habitat Restoration and Conservation funding under the Infrastructure Investment and Jobs Act. Title to the property conveyed by this deed shall vest upon acquisition in the Galveston Island Public School Division, or other public entity as approved by NOAA subject to the conditions that the property shall be managed for conservation purposes and consistent with the purposes for which it was acquired. The Galveston Island Public School Division shall not dispose of, exchange, encumber its title or other interests in, or convert the use of this property without the approval of NOAA or its successor agencies."

For each property acquired under the award, a copy of the recorded deed showing the required language shall be submitted with the final project report.

D. Reimbursement of Grant Funds: In the event NOAA becomes aware that the property or easement has been disposed of, transferred, or exchanged; there are title discrepancies or encumbrances that NOAA deems interfere with the purpose for which these funds were granted; or if NOAA determines that the property has ceased to be used for the purposes for the original purposes as approved by NOAA, the Recipient is subject to 2 CFR Part 200.311(c) Real Property Use and Disposition requirements, which include reimbursement to NOAA for the share of the federal funds received for the project based on the fair market value of the interest in the land at the time of disposal.

Complete Acquisition Project Documentation

The Recipient will complete all necessary due diligence tasks, including those referenced below, unless Recipient requests, and NOAA determines, the task is not applicable. No NOAA funds may be expended on the acquisition until the Recipient has submitted the resulting due diligence documents to NOAA and NOAA has approved them.

A. Appraisal: Recipient shall commission an independent appraisal by a certified appraiser as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 C.F.R. 24. Appraisals are to be prepared according to those requirements which establish fair market value of the property, including the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA / Yellow Book) appraisal standard, and the Uniform Standards of Professional Appraisal Practice (USPAP) appraisal standard as applicable. The appraisal needs to have an effective date within one year prior to the date of acquisition. The purchase price of the property should be based on the appraisal. Older appraisals or negotiated purchase prices above the appraised value may be acceptable upon consultation with NOAA. The Recipient should also submit an independent review appraisal from a qualified review appraiser. Please note that NOAA retains the right to conduct a separate and/or additional appraisal review, depending on the issues raised within the appraisal as well as the amount of federal investment.

B. Willing Seller Letter: The recipient should submit a letter from the seller affirming that s/he is a willing participant in negotiations to sell the property at a mutually agreeable price.

C. Evidence of Agreement: Recipient shall provide documentation (such as an option agreement, purchase agreement, or letter of intent) between the seller and Recipient that indicates agreement to the sale (or intent to agree if terms of a contract can be reached) and the price to be paid for the property.

D. Preliminary Evidence of Title: Recipient shall provide evidence that the seller of the property is the owner and has marketable title free and clear of any liens or encumbrances that materially affect the value of the property. An Attorney's Preliminary Opinion on Title or title insurance binder in favor of the Recipient may serve as evidence.

Recipient shall supply a copy of the title evidence along with copies of recorded exceptions to NOAA, and NOAA shall make a determination as to whether the condition of title is sufficient for the project to proceed. Rights of way for public streets and utilities are generally acceptable unless NOAA determines that the encumbrance is inconsistent with the goals of the restoration project.

E. Environmental Site Assessment: If available, the applicant should submit any environmental assessment (e.g. phase 1 or phase 2 assessment) or environmental impact statement that has been done for the property.

F. Survey: The Recipient shall provide a survey of the property in accordance with American Land Title Association/American Congress on Surveying and Mapping Minimum Standard Detail Requirements unless NOAA waives this requirement or determines the survey may be performed to lesser standards.

G. Draft Deed, Conservation Easement or other use agreements: The Recipient shall provide copies of any proposed deeds, conservation easements or other use agreements that may affect long term use of the property. All secondary easements and agreements must be consistent with the purposes of the award.

Funding Restriction for Land Acquisition

Federal funds are not permitted to be expended for land acquisition under this award until NOAA reviews and approves the complete land acquisition project documentation. Specifically, the Recipient is not authorized to expend federal funds in the amount of \$6,000,000 for property acquisition until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them.

This information should be submitted via a Satisfy Specific Conditions Revision Request in eRA to NOAA's Office for Coastal Management by 3/31/2027, which is at least 90 days prior to the proposed acquisition date, in order to allow for due diligence review.

Executive Order 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity

This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025), Ending Illegal Discrimination and Restoring Merit-Based Opportunity. By accepting this U.S. Department of Commerce financial assistance award, the recipient:

- (1) agrees that compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31 United States Code; and
- (2) certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

Leverage Reporting

The recipient has proposed to use \$6,290,700 in leveraged funds as part of the overall support for the NOAA-funded project under this award. The recipient must include in each Performance Progress Report a description of the leverage used during the relevant reporting period. The reporting must also include an explanation for any proposed leverage cited in the proposal that will not be available or is otherwise not implemented as planned in association with the project. The recipient acknowledges that if the leverage cited in the proposal is not actually available for use on the project, NOAA may take this into account as applicable when assessing overall Performance Progress and any impact on the NOAA project.

STANDARD TERMS AND CONDITIONS

Performance Progress Report (PPR)-Award Start Date Semi-Annual

Project Progress Reports are due on a semi-annual basis, no later than 30 days following the end of each six (6) month period from the start date of the original award. A comprehensive final Project Progress Report is due within 120 days after the award expiration date and will include the last interim reporting period.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
04/30/2026	April 2026 Semi-Annual Report	Unresolved	
10/31/2026	October 2026 Semi-Annual Report	Unresolved	
04/30/2027	April 2027 Semi-Annual Report	Unresolved	

Unmanned Aircraft Systems

If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Recipient is responsible for coordinating with the Federal Program Officer regarding any applicable policies and standards in NOAA's Office of Marine and Aviation Operations (OMAO) Handbook (June 2022, and any updates).

See [Uncrewed Aircraft Systems | Office of Marine and Aviation Operations](#).

In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.

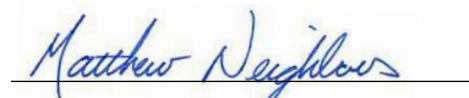
Action Sheet

MEETING DATE: April 22, 2026

AGENDA ITEM: Discuss and consider request for a variance from Section 4-1(a) of the Galveston City Code in regard to the sale of alcoholic beverages within three hundred feet of any school in the city.

The property is legally described as abstract 121, 80 assorted lots (Airport), Trimble and Lindsey, Section 1, in the city and county of Galveston, Texas near Oppe elementary.

RECOMMENDATION: I move that the Board of Trustees not oppose the application for a variance.



Matthew Neighbors Ed. D.
Superintendent



City of Galveston

DEVELOPMENT SERVICES
3015 Market | Galveston, TX 77550
planning@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on **April 23, 2026**, at 5:00 p.m., a Public Hearing will be held by **CITY COUNCIL**, on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

26PLM-00115 (2525 Jones Drive) Request for a variance from Section 4-1(a) of the Galveston City Code in regard to the sale of alcoholic beverages within three hundred (300) feet of any church, public or private school, or public hospital in the city. The property is legally described as Absract 121, 80 Assorted Lots (Airport), Trimble & Lindsey, Section 1, in the City and County of Galveston, Texas.

Applicant: James D. Yarbrough, Jr.
Property Owner: City of Galveston

Because you own property in the vicinity of the subject property, the Landmark Commission invites you to attend the meeting and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planning@galvestontx.gov. The Commission will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

A detailed staff report will be posted online at least 72 hours before the meeting. You may view the staff report by visiting https://galvestontx.portal.civicclerk.com/?category_id=26 and selecting the meeting date under "City Council."

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3508.

Planning and Development Division
PO Box 779 (3105 Market)
Galveston, Texas 77553-0934
Attn: Catherine Gorman, AICP, HPO

- I am in favor
- I am opposed
- I have no comment

26PLM-00115
April 23, 2026

COMMENTS: _____

Signature of Property Owner

Address of property within notification area

Printed Name

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

