

## Board Business Meeting B

Monday, June 22, 2020 5:45 PM

Central Office Superintendent's Conference Room, 141 Lavaca Street, San Antonio, TX 78210

### 1. Call to Order

A. Meeting Called to Order

1. Roll Call of Board Members Present and  
Declaration of Quorum Present \_\_\_\_\_  
Absent \_\_\_\_\_

a. Mrs. Patti Radle

b. Mr. Arthur Valdez

c. Ms. Debra A. Guerrero

d. Mr. Ed Garza

e. Mr. Steve Lecholop

f. Mrs. Christina Martinez

g. Mrs. Alicia M. Perry

2. Recording of Superintendent Present

a. Mr. Pedro Martinez

3. Pledge of Allegiance to the U. S. Flag

4. Salute to the Texas Flag - "Honor the Texas Flag;  
I pledge allegiance to thee, Texas, one state  
under God, one and indivisible."

B. Citizens' Presentations - 60-minute total time  
limit for this item

### 2. Recognitions

A. Recognition of SAISD Students and Teachers Who  
Received Accolades in Various  
Competitive Events

B. Recognition of the 2019-2020 Members of the SAISD  
Student Advisory Committee

C. Recognition of SAISD Teachers for Receiving  
Awards and Recognition for their  
Outstanding Work in Education

D. Recognition of the Young Women's Leadership  
Academy (YWLA) for being Nationally Ranked as a  
Top All-Girls Public School by the Washington  
Post

### 3. Governance

A. Approval of Final Amended Budget for Fiscal Year  
2019-2020

B. Adoption of the 2020-2021 San Antonio Independent  
School District Budget

C. Approval of the Proposed District Policies CO  
(LOCAL) Food and Nutrition Management: Food  
Donation; COA (LOCAL) Food and Nutrition  
Management: Procurement; COB (LOCAL) Food and  
Nutrition Management: Free and Reduced-Price  
Meals; and EHBAF (LOCAL) Special Education:  
Video and Audio Monitoring

D. Approval of the Revised 2020-2021 SAISD  
Instructional Calendar

E. Update on SAISD's Response to the Ongoing COVID-  
19 Crisis and Associated Expenditures

F. SAISD Board of Trustee Committee Reports

### 4. Consent Agenda

- A. Approval of the Renewal for the Cooperative Program Agreement between SAISD and the University of Texas at Austin for OnRamps Dual Enrollment Distance Learning Courses
- B. Approval of the Memorandum of Understanding (MOU) between SAISD and the University of Texas at San Antonio for Dual Credit, Persistence and Completion Initiatives
- C. Approval of the Purchase of LAS-Links Assessments
- D. Approval of the Purchase of the Canvas Learning Management System
- E. Approval of the Grant Agreement and Resolution between SAISD's Child Nutrition Services Department and the Culinary Institute of America (CIA) for a Chef-Driven Program
- F. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
- G. Approval of Minutes for the following meetings:
  - 1. May 11, 2020 Board Business Meeting A
  - 2. May 18, 2020 Board Business Meeting B

**5. Closed Session**

- A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074)
  - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
  - 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)
  - 3. Consultation with Superintendent and discussion regarding the creation of the position of Senior Executive Director-Programs and the Superintendent's recommendation of the individual to be hired and assigned to the position of Senior Executive Director-Programs. (TGC 551.074)
  - 4. Deliberation on the Superintendent's evaluation and consultation with legal counsel on any related matters. (TGC 551.071 and TGC 551.074)
- B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.

**6. Adjournment**

- A. Adjournment

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Recognition and Celebration of SAISD Students and Teachers Who Received Accolades in Various Competitive Events

**PURPOSE:**         PRESENTATION/DISCUSSION  
                          DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Chief Academic Officer

**PRESENTER:**     Liz Ozuna, Executive Director, Advanced Academics & Postsecondary Initiatives  
                         Becky Landa, Executive Director, 21st Century Learning  
                         Johnny Vahalik, Sr. Executive Director, College, Career and Military Readiness  
                         Dr. Daniel Loudonback, Executive Director, Fine Arts

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to recognize the following groups of students and teachers who received accolades in various competitive events. To view the details of each recognition, please click on the links below:

1. [Duke TIP 7th Grade Talent Search State & National Medal Winners](#)
2. [90 Second Newbery Winners](#)
3. [Brackenridge DECA Regional Competition Recognition](#)
4. [Brackenridge, Fox Tech, Edison, Jefferson, and Lanier High School Regional SkillsUSA Competition Recognition](#)
5. [Brackenridge High School Media and Film Magnet Program - San Antonio Youth Film Festival Winners](#)
6. [Jefferson High School Audio and Video Program's BexarFest Multimedia Festival Winners](#)
7. [Fox Tech High School State Winner of the Youth and Government CONA \(Congress of National Affairs\) Conference](#)
8. [UIL State Mariachi Recognition](#)
9. [All State YWLA Choir Student](#)
10. [State VASE Qualifiers](#)
11. [Cheer National Championship Competitions](#)

The San Antonio Independent School District congratulates the students and teachers on their accomplishments.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNTS**

N/A

**IV. 2019 - 2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Recognition of the 2019-2020 Members of the SAISD Student Advisory Committee

**PURPOSE:**  PRESENTATION/DISCUSSION  
 DISCUSSION/ACTION

**REQUESTED BY:** Arthur Valdez, Board Chair of the Student Advisory Committee  
Pedro Martinez, Superintendent

**PRESENTER:** Arthur Valdez

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to recognize the 2019-2020 members of the SAISD Student Advisory Committee.

On June 26, 2000, the Board approved the establishment of a Student Advisory Committee. The purpose of this Committee is to provide student input on educational issues to the Board and Superintendent. The Committee is composed of one student representative from each of the thirteen high schools. The Committee selects topics to discuss throughout the school year and meets with the Board and Superintendent monthly. The students provide feedback on these topics as well as a report on the responses from their peers. This school year, the Committee held their last meeting on March 5, 2020 due to the COVID-19 Crisis.

The Board of Education and Superintendent thanks the following 2019-2020 Student Advisory Committee members for their leadership and service and congratulates them on their recent graduations.

- Aaliyah Davis – Sam Houston High School
- Adrian Cardenas – Lanier High School
- Bailey Barnes – Edison High School
- Berenice Pina – Advanced Learning Academy
- Daniel Peterson – Cooper Academy at Navarro
- Gabrielle Cleveland – Jefferson High School
- George Rabago – St. Philip’s Early College High School
- Jacqueline Baldazo – Burbank High School
- Jagger Torres – Highlands High School
- Jesus Villasana – Travis Early College High School
- Skye Thomas – Brackenridge High School
- Kristi Jimenez – Fox Tech High School
- Melanie Harrell – Young Women’s Leadership Academy

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2019-2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Recognition of SAISD Teachers for Receiving Awards and Recognition for their Outstanding Work in Education

**PURPOSE:**  PRESENTATION/DISCUSSION  
 DISCUSSION/ACTION

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:** Pedro Martinez

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to recognize SAISD teachers for receiving state awards for their outstanding work in education. Each year, Humanities Texas recognizes the achievements of 12 exemplary classroom teachers with monetary awards. This year, two SAISD teachers were recognized as 2020 Outstanding Teaching Award Winners. Frances Santos, English Master Teacher at Travis Early College High School, received the Outstanding Teaching of the Humanities Award. Adrian Reyna, Social Studies Teacher at Longfellow Middle School, received the Julius Glickman Educational Leadership Award and the Outstanding Teaching of the Humanities Award.

Humanities Texas is a nonprofit, educational organization supported by federal and state appropriations, as well as by foundations, corporations, and individuals. The mission of Humanities Texas is educational excellence.

English and language arts, foreign languages, history, and social studies teachers are eligible for the Outstanding Teaching of the Humanities Awards. Nominees must also have a profound knowledge of the humanities subject(s) that they teach. Nominees should also have a record of participation in community activities and professional organizations, particularly those that promote the humanities. Winners receive a \$5,000 cash award and an additional \$1,000 for their respective schools to purchase humanities-based instructional materials. The Julius Glickman Educational Leadership Award is presented to teachers who demonstrate exceptional leadership in the educational field.

The San Antonio Independent School District congratulates these two outstanding teachers on these recognitions and for their hard work and service to SAISD students.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2019 - 2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Recognition of the Young Women’s Leadership Academy (YWLA) for being Nationally Ranked as a Top All-Girls Public School by the Washington Post

**PURPOSE:**  PRESENTATION/DISCUSSION  
 DISCUSSION/ACTION

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:** Pedro Martinez

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to recognize Young Women’s Leadership Academy (YWLA) for being nationally ranked as a Top All-Girls Public School by the Washington Post.

Since 2016, YWLA has been consistently recognized by the Washington Post as one of the most challenging high schools in America. Jay Matthews, columnist for the Washington Post, ranked YWLA as #28 in the U.S. The Washington Post considers 12,000 high schools, both private and public. In addition, of the single-gender schools in the Young Women’s Preparatory Network, YWLA was ranked the highest.

YWLA Administration credits its entire dedicated, hard-working staff and its amazing students for their continuous recognitions and consistently high-performing results. The San Antonio Independent School District congratulates the Young Women’s Leadership Academy for this high ranking and recognition.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2019 - 2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
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- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
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**SAISD BOARD AGENDA  
SUMMARY FORM**

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**AGENDA TITLE:** Approval of Final Amended Budget for Fiscal Year 2019-2020

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Larry A. Garza, Associate Superintendent, Financial Services and Business Operations

**PRESENTER:**        Larry A. Garza

**MEETING DATE:** June 22, 2020

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the final amended budget for 2019-2020. The final amended budget for 2019-2020 is presented for approval by the Board of Trustees. This budget includes the General Fund, Child Nutrition Fund, and the Debt Service Fund. The San Antonio Independent School District amends the budget on a monthly basis as needed, and the budget may not be amended after June 30, 2020. Amended budget amounts are reflected in the Comprehensive Annual Financial Report (CAFR) in the Schedule of Revenues, Expenditures, and Changes in Fund Balances, a report that compares the budget and actual expenditures for the year.

The final amended budget document will be submitted under separate cover.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

The Board of Trustees is requested to approve the final amended budget for 2019-2020.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2019-2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**SAISD BOARD AGENDA  
SUMMARY FORM**

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**AGENDA TITLE:** Adoption of the 2020-2021 San Antonio Independent School District Budget

**PURPOSE:**         PRESENTATION/DISCUSSION  
                          DISCUSSION/ACTION

**REQUESTED BY:** Larry A. Garza, Associate Superintendent, Financial Services and Business Operations

**PRESENTER:**        Larry A. Garza

**MEETING DATE:** June 22, 2020

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The 2020-2021 District Budget has been prepared and is proposed for adoption by the Board of Trustees.

The General Fund budget proposed for adoption includes the following local budget in support of the State’s Teacher Incentive Allotment (TIA) compensation plan for Cohort 1 designated teachers. This is pending Texas Education Agency (TEA) approval. This budget was referenced in the Administration’s June 8, 2020 presentation to the Board entitled “Presentation on the Master Teacher Initiative 2.0 and Beyond and Teacher Incentive Allotment”:

• 2020-2021 Local Budget for Projected State TIA Allocation	\$3,076,800
• <u>2020-2021 Local Budget for Projected TIA Membership fees</u>	<u>110,500</u>
Total TIA Budget included in Proposed General Fund Budget	\$3,187,300

TEA requires that the school boards adopt an annual budget on or before June 30, 2020 for the General Fund, Child Nutrition Fund, and Debt Service Fund for Districts electing the July 1, 2020 fiscal year start date.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolve that the Board approve the 2020-2021 General Fund, Child Nutrition Fund, and Debt Service Fund budgets as recommended and presented.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2019-2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
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- SAISD will recognize the outstanding achievements of our students, staff and community members.
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**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** Approval of the Proposed District Policies CO (LOCAL) Food and Nutrition Management: Food Donation; COA (LOCAL) Food and Nutrition Management: Procurement; COB (LOCAL) Food and Nutrition Management: Free and Reduced-Price Meals; and EHBAF (LOCAL) Special Education: Video and Audio Monitoring

**PURPOSE:** [ ] PRESENTATION/DISCUSSION  
 [X] DISCUSSION/ACTION

**REQUESTED BY:** Toni Thompson, Associate Superintendent of Human Resources

**PRESENTER:** Julissa Herrera, Director of Policies and Public Information

**MEETING DATE:** June 22, 2020

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the following proposed District policies: CO (LOCAL), COA (LOCAL), COB (LOCAL) - Food and Nutrition Management and EHBAF (LOCAL) - Special Education: Video and Audio Monitoring.

<b>POLICY</b>	<b>ACTION</b>	<b>SUMMARY OF RECOMMENDED CHANGES</b>
<b>CO (LOCAL): FOOD AND NUTRITION MANAGEMENT – FOOD DONATION</b>	NEW	This policy is being proposed to include a provision that confirms that the Superintendent (or designee) will develop procedures for food donation.
<b>COA (LOCAL): FOOD AND NUTRITION MANAGEMENT – PROCUREMENT</b>	NEW	This policy is being proposed to include provisions to comply with state and federal procurement rules on use of child nutrition funds. The text assigns responsibility to the Superintendent to oversee the use of federal child nutrition funds to procure goods and services as appropriate and to develop and enforce financial management systems, internal control procedures, procurement procedures, and other procedures to comply with state and federal requirements. The policy also includes provisions that authorize the Superintendent to determine whether the District will apply a geographic preference when procuring unprocessed, locally grown or raised agricultural products to determine the types of products to which the preference would apply and to define the relevant geographic area.

<p><b>COB (LOCAL): FOOD AND NUTRITION MANAGEMENT – FREE AND REDUCED-PRICE MEALS</b></p>	<p>NEW</p>	<p>This policy is being proposed to include provisions to address elements of the federal free and reduced-price meal programs. The policy reflects the District's participation in the community eligibility provision meal program.</p> <p>New text addresses student and parent appeals regarding eligibility for free or reduced-price meal programs. Federal law requires a district to provide a hearing process that meets certain requirements, as described in COB (LEGAL). The local policy provides an avenue for appeal of the hearing official's decision in accordance with FNG (LOCAL). As reflected at Civil Rights Complaints, federal and state guidance also requires districts to inform individuals alleging discrimination in school meal programs based on race, color, national origin, sex, age, or disability of the procedures and right to file a complaint with the Texas and U.S. Departments of Agriculture. Any such complaints must be forwarded to the Texas Department of Agriculture.</p>
<p><b>EHBAF (LOCAL): SPECIAL EDUCATION – VIDEO AND AUDIO MONITORING</b></p>	<p>NEW</p>	<p>This policy is being proposed to include guidance on implementation of Education Code 29.022, which addresses video surveillance of certain special education settings. The rules require each School Board to adopt written policies that include 13 items, as addressed in the recommended policy. Many of the required policy statements are restatements of the statutory requirements. Additional clarification of legal provisions are included in the recommended (LOCAL) policy. Further details will be included in Administrative Procedures.</p>

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board approve the proposed District policies: CO (LOCAL), COA (LOCAL), COB (LOCAL) - Food and Nutrition Management and EHBAF (LOCAL) - Special Education: Video and Audio Monitoring as presented.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2019-2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.

- SAISD will recognize the outstanding achievements of our students, staff and community members.
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- SAISD will ensure fiscal health.
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## **PROPOSED POLICY**

### **Food Donation**

The Superintendent shall be authorized to develop procedures for the District to donate or otherwise dispose of leftover food in accordance with law.

**Procurement**

The Superintendent shall oversee the use of federal child nutrition funds to procure appropriate goods and services necessary for providing food service to students and shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to comply with all state and federal requirements for use of these funds.

[See CO(LEGAL) and COA(LEGAL)]

**Geographic Preference**

The Board delegates to the Superintendent the authority to determine whether the District will apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products and to:

1. Specify the types of products for which any geographic preference will be applied; and
2. Define the geographic area to be preferred for each applicable product.

### **Community Eligibility Provision**

With funds from the federal community eligibility provision (CEP), the District shall provide regular meal service to students at no cost, as authorized by the U.S. Department of Agriculture (USDA). [See COB(LLEGAL)]

### **Eligibility Appeals**

The District shall provide a hearing process in compliance with USDA requirements for disputes about a student's eligibility for free or reduced-price meal programs. A parent or student may appeal the decision of the hearing official in accordance with FNG(LOCAL).

### **Civil Rights Complaints**

A person alleging discrimination in school meal programs based on race, color, national origin, sex, age, or disability shall be informed of the procedures and right to file a complaint with the Texas Department of Agriculture (TDA) Food and Nutrition office and the USDA. Complaints received by District personnel shall be forwarded to TDA.

## ADD POLICY

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**Note:** Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings. In addition, the term “classroom” shall also include other special education settings subject to video and audio recording required by law.

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To promote student safety, the District shall comply with requests for video and audio monitoring of certain self-contained special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The Superintendent is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent shall ensure that administrative procedures are developed to implement this policy.

### Requests

#### For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

#### For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a self-contained classroom eligible for video surveillance may request in writing that a video camera be placed in the classroom by the end of the current school year or by the tenth business day after the student’s admission, review, and dismissal (ARD) committee determines the student’s placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

#### Response

As required by law, the District shall provide a response to the requester not later than the seventh business day after receipt of the request.

### Notice

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students

assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom.

### **Installation and Operation**

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requester withdraws the request in writing and no request is submitted to continue the surveillance. Before a camera is deactivated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be discontinued in the classroom and of the opportunity to request continued video and audio surveillance.

Video cameras must be capable of recording video and audio of all areas of the classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for changing a student's clothes.

The District shall post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom. A copy of this notice will be attached to the administrative procedure.

### **Retention of Recordings**

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

### **Confidentiality of Recordings**

Video recordings made in accordance with this policy shall be confidential and shall only be released or viewed by the individuals

and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;
3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or Human Resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
4. Appropriate Texas Education Agency or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term “human resource staff member” shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District’s Human Resources Office and/or any supervisory position within the District’s Office of Disability Services. If an individual listed in items 2–4, above, believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy.  
[See FFG]

### **Reporting an Incident**

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 48 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ten District business days after the report is filed, the principal or designee shall respond by notifying the

person whether the alleged incident was recorded in the District's video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

#### Complaints

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District's complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057 and 19 Administrative Code 103.1303. A parent, staff member, or District administrator may request an expedited review in accordance with 19 Administrative Code 103.1303.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Revised 2020-2021 SAISD Instructional Calendar

**PURPOSE:** [ ] PRESENTATION/DISCUSSION  
[X] DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Chief Academic Officer

**PRESENTER:** Patti Salzmann

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve revisions to the 2020-2021 SAISD Instructional Calendar as a result of the COVID-19 school closure. The modification to the instructional calendar includes the addition of three weeks of intersession during the following weeks:

- November 16 - 20
- January 4 - 8
- March 15 - 19

During intersession, volunteer educators will be paid to provide instruction and remediation for identified students to prevent regression as a result of COVID-19 school closures.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approve the revisions to the 2020-2021 SAISD Instructional Calendar.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2019-2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- [ ] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- [X] SAISD will engage families and the community to be active partners in the education of our children.
- [ ] SAISD will recognize the outstanding achievements of our students, staff and community members.
- [ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- [ ] SAISD will ensure fiscal health.
- [ ] SAISD will facilitate a successful Bond initiative and its implementation.
- [X] SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.



# 2020-2021

## INSTRUCTIONAL CALENDAR

# B

**Interession Dates**  
(Extended Breaks)

### '20 JULY

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### LEGEND

- Holiday
- Teacher Workday
- Student Holiday | Staff Development
- Teacher Professional Time (Max 2 hours)
- Staff Development | Teacher Workday
- Start of 9 Weeks | End of 9 Weeks
- Bad Weather Makeup Day
- New Teacher Orientation

### OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### '21 JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

### MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### IMPORTANT DATES

- 2020**
- June 29 - July 3 - District Closed; Independence Day
  - July 27 - 31 - New Teacher Orientation
  - August 3 - 7 - Staff Development | Teacher Workday
  - August 10 - First Day of School | Start of 1st Semester
  - September 7 - Holiday - Labor Day
  - October 8 - End of 1st Nine Weeks
  - October 9 - Student Holiday | Staff Development | Teacher Professional Time
  - October 12 - Holiday
  - October 13 - Start of the 2nd Nine Weeks
  - November 13 - Holiday - Battle of Flowers
  - November 16 - 27 - Interession and Holiday - Thanksgiving Break
  - December 18 - End of 2nd Nine Weeks | End of 1st Semester
  - December 21 - 31 - Holiday - Winter Break
- 2021**
- January 1 - 8 - Holiday - Winter Break and Interession
  - January - Student Holiday | Staff Development | Teacher Professional Time
  - January 5 - Start of 3rd Nine Weeks | Start of the 2nd Semester
  - January 18 - Holiday - Martin Luther King Jr. Day
  - February 15 - Holiday - Presidents' Day | Bad Weather Makeup Day
  - March 4 - End of 3rd Nine Weeks
  - March 5 - 19 - Holiday - Spring Break and Interession
  - March 15 - Student Holiday | Staff Development | Teacher Professional Time
  - March 16 - Start of 4th Nine Weeks
  - April 2 - Holiday - Easter Break
  - April 23 - Holiday - Battle of Flowers
  - June 21 - Last Day of School | End of 2nd Semester
  - June 22 - Teacher Workday | Bad Weather Makeup Day
  - May 31 - Holiday - Memorial Day
  - July 5 - 9 - District Closed; Independence Day
  - July 26 - 30 New Teacher Orientation



430 minutes per day  
Calendar includes at least 75,600 minutes of instruction.  
Total = 76,540 minutes (without waiver)  
9 Weeks: 1st = 43 days | 2nd = 34 days | 3rd = 36 days | 4th = 65 days  
178 Student Days  
187 Teacher Days

**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:** Pedro Martinez  
Theresa Urrabazo, Executive Director for Research and Evaluation  
Patti Salzmann, Chief Academic Officer  
Jenny Arredondo, Senior Executive Director, Child Nutrition Services  
Dr. Kenneth Thompson, Chief Technology Officer  
Larry Garza, Chief Financial Officer  
Tiffany Grant, Chief of Staff

**MEETING DATE:** June 22, 2020

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board will receive an update on SAISD's Response to the Ongoing COVID-19 Crisis and associated expenditures.

During the March 17<sup>th</sup> Board meeting, SAISD Trustees approved a resolution giving the Superintendent authority to take reasonable action to address the needs of students and employees during the COVID-19 crisis. Several District administrators will provide updates and highlights of the District's efforts. In addition, an overview of expenses incurred to date will be provided.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2019-2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**SAISD BOARD AGENDA  
SUMMARY FORM**

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**AGENDA TITLE:** SAISD Board of Trustee Committee Reports

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Patti Radle, Board President

**PRESENTER:**         Board Committee Chairpersons

**MEETING DATE:** June 22, 2020

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

During every monthly Board Business meeting, each Board Committee Chair may provide update reports and possible recommendations to the entire Board of Trustees. The SAISD Board of Trustees has established the following five Board Committees:

Academic Excellence Committee

Chair:                 Trustee Steve Lecholop  
Members:            Trustee Ed Garza  
                              Trustee Art Valdez

Finance & Audit Committee

Chair:                 Trustee Debra Guerrero  
Members:            Trustee Art Valdez  
                              Trustee Alicia Perry

Governance Committee

Chair:                 Trustee Christina Martinez  
Members:            Trustee Debra Guerrero  
                              Trustee Alicia Perry

Growth & Development Committee

Chair:                 Trustee Ed Garza  
Members:            Trustee Steve Lecholop  
                              Trustee Christina Martinez

*Please note: The Growth & Development Committee will meet on a quarterly basis until further notice.*

Student Advisory Committee

Chair:                 Trustee Art Valdez

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2019-2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
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- SAISD will ensure fiscal health.
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Renewal for the Cooperative Program Agreement between SAISD and the University of Texas at Austin for OnRamps Dual Enrollment Distance Learning Courses

**PURPOSE:** [ ] PRESENTATION/DISCUSSION  
[X] DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzman, Chief Academic Officer

**PRESENTER:** Elizabeth Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the renewal of the Cooperative Program Agreement between SAISD and UT Austin for the UT Austin OnRamps distance learning dual enrollment courses.

Participation in the On-Ramps Dual Enrollment Program provides students an opportunity to earn college credit in English, US history, biology, chemistry, physics, geoscience, college algebra, pre-calculus, statistics, and computer science while also meeting high school graduation requirements. These courses also meet the House Bill (HB) 5 requirements for advanced level mathematics, reading, science and STEM coursework. Students who meet criteria for earning dual credit in one of the OnRamps courses, regardless of the subject, move automatically into the numerator for the College, Career & Military Readiness (CCMR) indicator.

On-Ramps is designed to accelerate student success by providing university-level work and developing the necessary skills for college. SAISD teachers who wish to teach an OnRamps course are required to attend a two-week summer institute training at UT Austin with the content course professor teaching this course as well as a one-day follow-up training in the fall and spring semester. Returning teachers must attend a three-day summer institute training at UT Austin. All training will be held virtually for Summer, 2020.

Course participation requires technology access, teacher training expenses, and student tuition fees. Course cost is \$149 per student (\$99 per course for students who are eligible for free or reduced lunch). Training costs are \$850 for new teachers and \$550 for returning teachers.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approves the renewal of the Cooperative Program Agreement as presented for the UT Austin OnRamps Distance Learning Dual Enrollment Courses for the 2020 – 2021 school year.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

- Student Tuition \$234,300
  - Greehey grant: \$100,000
  - 198-11-6222-OR-878-1-11-878: \$134,300
- Teacher Training (registration, lodging, meals): \$ 40,200

- 198-13-6411-82-878-1-99-878
- Total District Estimated Cost: approximately \$274,500

**IV. 2019 - 2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**2020-2021  
COOPERATIVE PROGRAM AGREEMENT**

This Cooperative Program Agreement ("Agreement") is entered into by and between the Contracting Parties shown below.

**1. Contracting Parties:**

The School District: San Antonio Independent School District  
Attn: Pedro Martinez  
141 LaVaca Street  
San Antonio, TX 78210

University of Texas at Austin  
Senior Vice President and Chief Financial Officer  
110 Inner Campus Drive, Suite 102  
Austin, Texas 78712  
Attn: Darrell Bazzell

**2. Nature of the Cooperative Program**

The University of Texas at Austin, on behalf of the Office of Strategy and Policy, and the San Antonio Independent School District ("District") enter into this Agreement to implement OnRamps to offer distance college courses through a dual-enrollment model and high school teacher training and professional learning. OnRamps offers the opportunity for high school students to earn high school credit from their District and the opportunity to earn college credits from The University of Texas at Austin ("UT Austin") through a distance education course.

**3. Agreement Amount**

The amount paid by the District during each contract year to UT Austin will be equal to the costs per student and teacher training needed by the District as set forth in Section 4.2.H. The 86<sup>th</sup> Texas Legislature provided state appropriation that reimburses all partnering Districts a portion of the cost per student enrollment fees for participating in OnRamps.

In addition, Districts must pay the costs of lodging, transportation, and teacher substitute costs related to any professional learning institutes ("PLIs").

**4. Program Responsibilities**

Responsibilities to implement OnRamps distance college courses will be shared between the District and UT Austin. A District entering into a contractual agreement for the delivery of distance college courses is an active participant in ensuring the effectiveness and quality of the implementation of OnRamps in the District. The funds paid by the District to the Office of Strategy and Policy will cover the student enrollment fee and teacher professional learning fee for high school teachers participating in the

summer Professional Learning Institute. Payment shall be due and payable, in full, to the UT Austin on or before thirty (30) calendar days from receipt of such invoice in accordance with Chapter 2251 of the Texas Government Code. All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

Attn: Kristine Yancey  
The University of Texas at Austin  
Office of Strategy and Policy  
2616 Wichita Street, STOP A7300  
Austin, Texas 78712

#### **4.1. Responsibilities of UT Austin**

##### **Enrollment**

- A. OnRamps will register high school students for OnRamps courses through the OnRamps Student Information System (“OnRamps Portal”). In order to officially enroll in OnRamps distance college courses, students must acquire an official, permanent university electronic identification (“UT EID”) via the UT Austin web site. Once a UT EID has been acquired, students use their UT EID and password to access the secure OnRamps Portal, complete a required student profile, affirm agreement with OnRamps policies, and register for course(s). Non-directory Information received and stored by OnRamps regarding students enrolled at either Texas Tech University or UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).
- B. As part of routine evaluation of educational effectiveness at UT Austin, OnRamps maintains OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program, and providing official reporting to UT Austin and the District. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement that each district enters with OnRamps.

##### **Curriculum and Instruction**

- C. Provide UT Austin faculty and academic staff to develop and define college course materials and curriculum and assume primary responsibility for the oversight of distance college courses, ensuring rigor and quality. UT Austin faculty are provided 1:1 professional development and support to learn how to deliver OnRamps courses through distance education. UT Austin staff provide frequent feedback to UT Austin faculty and academic course staff on implementation and provide support for any needed enhancements or improvements.
- D. Distance Education and High School Courses:
  - a. Provide yearlong, in-depth college readiness experiences for all students, regardless of whether they earn credit from UT Austin;
  - b. Provide clear and transparent expectations for postsecondary success in Texas;

- c. Provide an authentic entry point to university-level learning experiences that expose students to postsecondary versus high school performance expectations;
  - d. Provide opportunity for students to take responsibility for their own learning;
  - e. Prominently feature the four pillars of OnRamps: College Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences; and
  - f. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas Learning Management System (“Canvas LMS”), to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.
- E. Maintain servers operated by or hosted on UT Austin's web-based Canvas LMS.
- a. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty utilizing the curriculum.
  - b. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas LMS, and/or the UT Austin OnRamps academic course staff unless otherwise specified.
- F. Administer OnRamps distance college courses via a dual-enrollment model. Students enroll in a semester- or year-long course taught by their high school teacher for high school credit. Throughout the semester/year, the high school teacher uses OnRamps curriculum, pedagogy, and online learning tools developed by UT Austin faculty to teach the high school course. At designated periods during the course, students may be eligible to enroll in a distance college course for college credit.
- a. Ramp up period for *yearlong* courses: A student must complete a series of required assignments and summative assessments that are designed, designated, and evaluated by the UT Austin faculty and academic staff. A student must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to be dual enrolled in the UT Austin distance college course. A student who does not meet this eligibility requirement may be determined to be eligible if the student meets the Texas Success Initiative (TSI) requirements for that course. Other appeal processes or criteria for eligibility are determined by the course Faculty Lead who sets the standard course syllabus.
  - b. UT Austin distance college course: A student must complete a series of additional required assignments and assessments that are designed, designated, and evaluated by the UT Austin faculty and college Instructors of Record to determine successful completion of the distance college course. The UT Austin Instructor of Record evaluates student progress toward predetermined learning goals and student grades based on the college assessments. (Grades for the high school and distance college

courses may differ, as the assignments that determine each grade may differ.)

- c. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans (See website for a list of courses, course code, and transferability).
- G. OnRamps distance college courses are part of the Texas Core Curriculum at UT Austin and credits earned for a letter grade of C- or above are guaranteed to transfer to any state public higher education institution in Texas with the exception of College Algebra (M 301), Lab for Mechanics, Heat, and Sound (PHY 102M), and Introduction to Chemical Practices (CH 104M). These three courses typically transfer to other universities using their TCCNs and apply toward the core curriculum at most public institutions in Texas. See OnRamps website for the full list of OnRamps distance college courses and TCCNs. A student who is eligible for, successfully completes, and accepts college credit for the distance college course will have their course grade recorded in the Office of the Registrar at UT Austin. A student may request an official copy of their transcript from the Registrar at the end of the fall or spring term for the applicable fee determined by the registrar (\$20.00 as of January 2020). Students may request transcripts via UT Austin's online transcript request system for up to three years following the completion of their OnRamps course. After three years, students must request transcripts via mail, fax, or email. Before registering for an OnRamps course, each student is advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability.
- H. Support documentation of distance college course credit. OnRamps will assist students, who enroll in the distance college course and earn/accept college credit, secure documentation of their OnRamps participation, including official transcripts and enrollment confirmation letters for students, and non-enrollment confirmation letters for students who do not enroll in the distance college course or decline college credit.
- I. Deliver professional learning to participating and approved high school teachers assigned to teach the OnRamps course.
- a. A summer professional learning institute for participating District teachers will be delivered by UT Austin using distance education and virtual learning technologies. Each course offered through the OnRamps Program will have an associated summer professional learning institute. The participating District teacher assigned to the course **must** complete the summer professional learning institute **new teacher track** at least once, in its entirety, before teaching an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are **required** to attend the returning teacher track at the institute, inclusive of

OnRamps Summit. UT Austin will be responsible for the following at the summer institute:

- i) Scheduling the necessary facilities to provide the institute virtually;
  - ii) Conducting the summer institute; and
  - iv) Crediting participating District teachers with continuing professional education hours (Approximately 80 hours for new teachers and approximately 50 hours for returning teachers over the course of the full academic year).
- b. Academic year PLIs: One-day professional learning institutes for new and returning District teachers will be held at UT Austin, designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. District teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
- J. Provide one or more course staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by the UT Austin faculty within the sponsoring UT department (e.g., Computer Science, Mathematics, etc.), the coordinator will serve as a content expert and liaison for the high school teacher.
- K. Deliver Partnership Symposium, Summit, and Regional Consortiums to participating District and campus administration (Superintendent, Director of Advanced Academics, Campus Administration, Counselors, Returning OnRamps teachers, etc.)
- a. The Symposium, Summit, and Regional Consortiums goal is to inform, collaborate, and advise on key elements that can prepare students for the transition to postsecondary. They provide space and time for administrators, counselors, and OnRamps staff to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
  - b. Deliver dual enrollment 101 workshops for participating District/Charter counselors with training that includes: dual enrollment program overview in detail, resources to share with students, families, and campuses and the levels of program support that OnRamps provides. Trainings will be provided regionally or virtually and available to participating District/Charter personnel.
  - c. Deliver in-person or virtual presentations to participating district and campus staff regarding program overview, implementation, and strategies for success.
  - d. Deliver in-person or virtual parent presentations to district community regarding OnRamps overview, implementation, and how to motivate and support their student.
  - e. Provide a link for participating district/charter main point of contact to schedule in-person or virtual presentations. OnRamps presentation

requests must be made at least two weeks in advance. Requests are not guaranteed and will be scheduled based upon the availability of the OnRamps Outreach team.

- f. Each participating district/charter is allotted one OnRamps presentation per campus in an academic year.
- L. The UT Austin course staff will:
- a. Conduct or co-conduct the summer and one-day PLIs;
  - b. Assist the District with OnRamps implementation by providing the necessary training to the high school teacher(s) before and during implementation;
  - c. Provide on-going, one-on-one feedback and guidance to the high school teacher;
  - d. Provide virtual coaching using the OnRamps-approved online coaching medium for each OnRamps high school teacher to support their course implementation and enhance their professional practice;
  - e. Provide pedagogical and technology expertise and training in the discipline to UT Austin Faculty Leads and UT Austin Instructors of Record overseeing distance college courses.
  - f. Assist UT Austin faculty and UT Austin Instructors of Record with maintaining the course for students in the District, including electronic distribution of lectures, homework assignments, quizzes, projects, and exams, to participating teachers and provide of ongoing support with implementing the curriculum.

### **Institutional Effectiveness**

- M. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as, District high school teachers and administration. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps high school teacher and classroom observations.
- a. OnRamps staff will alert campus and district administration of any serious concerns regarding the District or campus implementation of the OnRamps course pertaining to quality and fidelity. If the campus or District implementation of the OnRamps course is deemed unsatisfactory, UT Austin reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.
  - b. OnRamps staff will alert school and District administration of any concerns regarding high school teachers' ongoing ability or willingness to implement the course with quality and fidelity.
  - c. A UT Austin OnRamps high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given an opportunity to bring implementation of the course into alignment with UT Austin expectations, and OnRamps will provide coaching and support through

the course staff, OnRamps PLIs, virtual coaching, and ongoing communication with the high school teacher. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or no improvement is observed, OnRamps will notify the District, who will use its best efforts to identify an alternate high school teacher, and the District will work with UT Austin to continue the course through the alternate high school teacher. OnRamps reserves the right to deny any teacher the opportunity to offer the course in the future.

- d. Should UT Austin deem an OnRamps high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify the District, who will work with UT Austin to continue the course through an alternate teacher.
  - e. Any person performing services under this Agreement on behalf of the District/Charter must also be actively employed by the District and may not be on administrative or medical leave. The District must have on file a successfully passed criminal background check for any employee performing services under this Agreement on behalf of the District. If a District becomes aware that an employee performing services does not meet the eligibility requirements listed above, the District main point of contact, who oversees the OnRamps program, must inform their OnRamps point of contact within 24 hours.
- N. Appoint OnRamps high school teachers as UT Austin Affiliates. As an OnRamps Affiliate, high school teachers are eligible to receive UT Austin ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, purchase gym passes, and other benefits.
- a. If an OnRamps high school teacher is deemed not compatible with or in the best interest of the program they cannot serve as an OnRamps high school teacher and cannot be affiliated with UT Austin.
- O. Initiate and administer the process of sponsoring College and Departmental approval to assign qualified UT Austin faculty who assume primary responsibility for and exercise oversight of the process.

### **Student Services**

- P. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- Q. Provide online and phone-based technical support for OnRamps teachers and students engaging in the curriculum when that support is not provided through Canvas LMS.
- R. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
- S. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants for writing consultation with their distance college course writing assignments.

- T. Protect students' education records in accordance with FERPA policies (See Section 4.1.A).
- U. Provide a student orientation module in Canvas for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- V. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.
- W. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for districts/charter, campuses, high school teachers, and students.

### **Student Removal to Alternative Campus**

- X. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the district main point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the OnRamps course in which they are enrolled. If the alternative placement is longer than 7 school days, then the following will need to be done:
  - a. The administrator, OnRamps high school teacher and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If it is determined that the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course. If this occurs prior to census, then the district/charter will not be invoiced for this student.
  - b. If the student needs to be dropped, because it has been determined that the student will not have the appropriate instruction and access to the course then the following: If the student is enrolled in a year-long, OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system and a schedule change will need to be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, should the student have returned to the home campus in time of registration and the beginning of spring instruction.
- Y. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident or other circumstance, the district main point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director of Enrollment Management immediately. Information needs to include the length of time the student is expected to be gone, and whether the student will continue in the OnRamps course in which they are enrolled.

## 4.2. Responsibilities of the District

- A. Implement one or more OnRamps courses.
  - a. Assign a District/Charter point of contact at the district level who is responsible for overseeing the implementation of OnRamps high school course(s) and participating in meetings designated for district administration with OnRamps staff.
    - i) The main point of contact will be responsible for providing up to date contact information for district and campus administration. In the event that there is a change in administration at the district or campus level, the district main point of contact will be responsible for communicating those changes to their assigned OnRamps Point of Contact.
  - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s), that will be held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
    - i) Should the Districts/Charters and/or campuses request an OnRamps presentation, the District will be responsible for organizing the event to include reserving appropriate meeting spaces, creating an agenda and providing the technology necessary for the presentation format (screen, projector, microphone, etc.)
  - c. Follow OnRamps recommendations for effective implementation:
    - i) OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Unless otherwise stated, OnRamps courses and AP courses should be taught as separate sections with separate high school teachers. In the case of RHE 306 and RHE 309K, see section iii.1 below.
    - ii) Based on the rigor of the course for students and as overseen by UT Austin faculty, OnRamps firmly recommends weighting of 1.0 for the high school version of the course or weighting similar to that of AP. Not weighting OnRamps courses the same as AP courses may be detrimental to students' college application processes.
    - iii) In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
      - 1) Prohibits the OnRamps course from being offered as an AP English course; and
      - 2) Requires a cap of 25 students per section with a limit of two sections per teacher for a maximum of 50 students. Alternately, a teacher may have a maximum of 60 students distributed in three or more sections.
- B. Recruit, hire, and compensate high school teachers with appropriate qualifications to teach the OnRamps courses.
  - a. Minimum requirements for high school teachers to teach an OnRamps course include:
    - i) Bachelor's degree in the discipline or a related field;

- ii) One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g., calculus for precalculus);
  - iii) Completed annual OnRamps teacher application;
  - iv) Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of the summer institute. High school teachers who have been approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-institute tasks may not be eligible to attend the institute. If the District's high school teacher(s) does(do) not complete pre-institute tasks before the start of the required summer institute, the decision to admit or deny such teacher and any accompanying conditions will be determined by the UT Austin Faculty Lead and Managing Director at their discretion;
  - v) Successful completion of the summer PLI. New OnRamps high school teachers must participate in the entire summer PLI and complete all assigned work, both pre-institute and during the institute. In the event of an emergency, of which OnRamps staff and the teacher's principal are notified, a teacher may make arrangements to make up as much as 20% of the summer PLI and still be eligible to teach the OnRamps course. OnRamps high school teachers who miss more than 20% of the summer PLI, regardless of their reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated on a case-by-case basis. See section D below for additional information. Returning OnRamps high school teachers must participate in all of the required summer PLI dates.
  - vi) Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
  - vii) Attendance at the two one-day fall and spring professional learning institutes.
  - viii) Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
  - ix) Complete the minimum number of virtual coaching uploads over the course of the academic year
  - x) Adhere to guidelines regarding OnRamps course content intellectual property. District is responsible for informing teachers that they do not have a license to use any provided materials outside of the scope of this agreement. All materials created by OnRamps, District, and teachers are owned by UT Austin.
- b. Minimum requirements for returning teachers include:
- i) Successful implementation of OnRamps course during the previous academic year according to the requirements specified under section D below;

- ii) Completed annual OnRamps teacher application;
- iii) Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of the summer institute.
- iv) Completion of required tasks before the start of the summer institute;
- v) Successful participation and completion of all required activities in the summer PLI.
- vi) Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year professional learning institutes and professional development assignments.
- vii) Attendance at the two one-day fall and spring professional learning institutes.
- viii) Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
- ix) Complete the minimum number of virtual coaching uploads over the course of the academic year
- x) Adhere to guidelines regarding OnRamps course content intellectual property. District is responsible for informing teachers that they do not have a license to use any provided materials outside of the scope of this agreement. All materials created by OnRamps, District, and teachers are owned by UT Austin.

- C. Ensure OnRamps high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
  - a. Provide access to the OnRamps Portal and Canvas LMS. Participating campuses will work with the OnRamps support team to ensure that their campuses and students can fully access the OnRamps Portal and Canvas LMS;
  - b. Provide access to computer and Internet, as specified by UT Austin. The district will be required to adhere to requirements outlined in the OnRamps Technology Manual;
  - c. Ensure that students in the OnRamps distance college course have daily, scheduled access to computers that meet the specifications defined by OnRamps. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the Internet to view materials and complete and submit assignments, quizzes, tests, and exams, including the following technology for specific course implementation:
    - d. Graphing calculators;
    - e. Audio/visual projection and/or whiteboard;
    - f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments;
    - g. For Biology, Geoscience, Physics and Chemistry, required lab materials; and

- h. The Chemistry course must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps high school teachers implement the program with fidelity, including the following:
- a. Administer and facilitate OnRamps-required assignments and assessments without alteration;
  - b. Have students create a UT EID and register for OnRamps via the OnRamps Portal; **No** student may enroll in an OnRamps course six weeks after the start of the district's school year, unless approved by OnRamps. If a student wishes to enroll in an OnRamps course after the six-week window, the UT Austin Instructor of Record will determine whether there is sufficient opportunity for the student to be eligible to earn college credit. If there is sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the distance college course. If there is not sufficient opportunity for the student to be eligible for the opportunity to earn college credit, the student will be enrolled in the course for high school credit only;
  - c. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff; and
  - d. Participate in professional learning, including the summer institute, one-day workshops, monthly virtual conferences or virtual learning modules, Sibme virtual coaching, and on-going opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, the District agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops; and
  - e. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
  - f. Notify course staff of high school teacher absences that exceed three consecutive class days.
- E. Recruit and approve students to participate in the OnRamps courses.
- F. Ensure students enrolled in an OnRamps program meet the following minimum academic requirements:

OnRamps Course Name	UT Austin Course Code	Required Prerequisites	Recommended Prerequisites
Foundations of Arts and Entertainment Technologies	AET 304	–	Graphic Design
Introduction to Biology I	BIO 311C	Credit in TEKS-based Biology & TEKS-based Chemistry	–
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	Credit in Algebra I	–
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	Credit in Algebra I	–
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	Credit in Chemistry	–
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	Credit in Chemistry	–
Thriving in Our Digital World	CS 302	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	Credit in Biology & Chemistry or IPC & Chemistry	–
United States, 1492-1865	HIS 315K	Credit or concurrent enrollment in English II	–
United States Since 1865	HIS 315L	Credit or concurrent enrollment in English II	–
College Algebra	M 301	Credit for Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	Credit in Algebra II	–
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

OnRamps Course Name	UT Austin Course Code	Required Prerequisites	Recommended Prerequisites
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, or PHYS 1301, Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	Credit in English I & English II	–
Reading and Writing the Rhetoric of American Identity	RHE 309K	Credit in English I & English II	–
Statistics	SDS 302	Credit in Algebra I	Credit in Algebra II & Geometry

- G. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student’s parent or guardian, shall acknowledge and consent that the student is enrolling in a college course with the opportunity to earn college credit.
- a. Only students who have demonstrated their ability to successfully complete college-level work may attempt the UT Austin distance college course. Eligibility for the distance college course is determined by successful completion of a series of required assignments that are designated and evaluated by the UT Austin Instructor of Record and course staff. A student must earn an average passing grade of D- or above on all required college assignments, or have met TSI eligibility as defined by UT Austin to be eligible for the opportunity to be dual enrolled in a UT Austin distance college course.
- H. Pay the annual program fee for access to the OnRamps curriculum, materials, technology tools, credit evaluation, and credit issuance.
- a. Cost of Materials and Services:
    - i) For Districts/Charters joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding the summer institute and academic year workshops, outlined in this Agreement to the District, will be defined on a per-student, per-course basis. Lab courses are not considered separate courses. Program costs will be evaluated and adjusted annually. The District annual program fees for each student enrolled in an OnRamps course for the 2020-2021 academic year are \$149, or \$99 for students eligible for free or reduced lunch, per student and per course.

Districts are paying a subsidized rate in line with the 86<sup>th</sup> legislature appropriation (HB 1, Article III, 59). During the 2020-2021 school year the fee of \$249 or \$199 per student and per course enrolled in an OnRamps course is subsidized to \$149 or \$99. The remaining fee is being covered by the appropriation.

b. Timing of payment: The OnRamps program fee is assessed after each census window.

i) Within the first four weeks of the course implementation students may decide to drop out of the OnRamps program. This means the student is no longer enrolled in the OnRamps program, even for the opportunity to earn high school credit, and is placed in a non-OnRamps course. The OnRamps team will run a census report on the identified census date of the yearlong and fall semester courses and again on the identified census date in spring for spring semester course and invoice the District based on enrollment at that time. Refunds will not be given at the end of course if a student is not eligible for the opportunity to earn college credit in the course. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. Additionally, for OnRamps yearlong courses, the student who is not eligible for the opportunity to earn college credit may continue to be enrolled in the OnRamps course during the spring semester for the opportunity to earn high school credit. During the spring semester, UT Austin will continue to deliver the course materials and technology tools

OnRamps will send an invoice to the District in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course.

The District is responsible for paying within 30 days of receipt of the invoice.

If payment is not received within 30 days, a 6.5% late fee will be assessed for each additional 30 days the payment is overdue.

If the invoice is not paid prior to the start of the next academic year, then the district is not allowed to participate in the program until they are in good standing.

There will be no exchange of money between UT Austin and the District for the program credit. The Texas Education Agency will directly reimburse UT Austin for the partial annual per student, per course cost in line with the 86<sup>th</sup> legislature appropriation (HB 1, Article III, 59).

c. Cost of Professional Learning

i) The cost of the OnRamps summer and academic year one-day PLIs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:

- \$850 for new teachers; and

- \$550 for returning teachers.
- ii) Districts will be sent an invoice that itemizes the annual professional learning fees for each teacher participating in the Summer PLI .
  1. The District is responsible for paying within 30 days of receipt of the invoice.
  2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Pay Act.
  3. OnRamps strongly recommends the District provide a daily stipend to teachers participating in required PLIs.

## **5. Summer Professional Learning Institute Teacher Registration and Attendance**

- A. OnRamps high school teachers are required to register for summer PLI **two weeks prior** to the start of the Summer PLI.
- B. Cancellation policy: All high school teachers must cancel their registration **three weeks** prior to PLI or they will be subject to pay 100% of fees for room/board and meals for which those charges apply. The district will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting.
- C. If a high school teacher registers for the summer Professional Learning Institute and is unable to attend, the teacher needs to communicate this change to the OnRamps Professional Learning Coordinator three weeks prior to the start of the summer Professional Learning Institute. If the teacher does not take the necessary steps to communicate the change in attendance, the teacher's district will be:
  - a. Charged the full fee, based on whether they are new or returning, for the summer Professional Learning Institute.
- D. If a high school teacher registers for the summer Professional Learning Institute and leaves the institute prior to the end of the institute, fees will be assessed on a case-by-case basis.
- E. If a high school teacher attends the summer Professional Learning Institute and the course that the teacher is trained for is not offered for the school year, the teacher's district will be:
  - a. Charged the full fee, based on whether they are new or returning, for the summer Professional Learning Institute
  - b. All materials that were provided to campus/district for course will need to be returned to OnRamps within 30 days or district will be responsible for fees associated with such materials for course.

## **6. Educational Records and Data Sharing**

- A. The District and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of the OnRamps program according to Federal Rights and Privacy Act, as well as UT Austin Policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400.

- B. In order to provide the OnRamps program and related services to the District and for the District's accountability reporting purposes, OnRamps requires specific student information from the District. All such records are provided the same security as those outlined in 6.A above and will never be sold or shared with external sources. Please refer to the Data Sharing Agreement (DSA) to set terms and conditions for the exchange of data needed to support the OnRamps program.
  - a. The goal of the DSA is to establish the use, scope, and content of data that OnRamps and the District need to support the program.
- C. Following UT Austin's institutional review board standards and policy, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvement.
- D. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and District contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention to support student success and; 3) pertaining to whether college credit is earned, accepted, and/or declined; 4) to facilitate accurate recordkeeping; 5) to address academic integrity issues; and 6) for use in UT Austin outreach and recruitment. If the District obtains access to UT Austin records or record systems protected under the Family Educational Rights and Privacy Act of 1974 (FERPA), the District agrees to strictly adhere to the provisions of FERPA and its implementing regulations designated in Section 6 hereof. While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA.

## **7. Term of the Agreement**

This Agreement is effective as of the date fully executed by both parties (Effective Date), and it covers a period of one (1) academic year, beginning July 1, 2020, and ending June 30, 2021. All parties must sign this Agreement. This Agreement may be renewed, contingent upon resources being available to the OnRamps Program, by entering into a written agreement which is signed by both parties. The District agrees that all amounts owed to UT Austin pursuant to Section 4.2.H will be paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code. If the parties agree, this agreement can be renewed for up to three additional years through a written amendment. The prices in section 4.2 H may change.

## **8. Ownership of Intellectual Property**

UT Austin and the OnRamps program shall own all Intellectual Property Rights in or relating to OnRamps. Intellectual Property Rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable,

copyrightable, eligible for registration as a trademark, or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

## **9. Termination**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

UT Austin may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the District and will refund to the District any portion of the annual contribution that has not been expended towards fulfillment of the purposes of the Agreement

## **10. Venue; Governing Law**

The Agreement and all of the rights and obligations of the parties hereto, and all of the terms and conditions hereof will be construed, interpreted, and applied in accordance with, and governed by, and enforced under the laws of the State of Texas.

## **11. Confidentiality Provision**

Both parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. code 552.001 et seq.). While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

## **12. Cybersecurity Training Program**

If Contractor has access to University's computer(s), then, pursuant to Section 2054.5192, Texas Government Code, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University.

The representative of the District, in signing this Agreement, warrants that he or she signs as a properly authorized representative of the District and does not assume any personal liability for meeting the terms of this Agreement.

AGREED and ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ISD

The University of Texas at Austin

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## FERPA Confidentiality And Security Exhibit

The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, [20 United States Code §1232g](#) (FERPA) which Contractor will create, receive, or maintain on behalf of University.

1. **FERPA.** The Parties understand and agree that:

1.1 As part of the work (**Work**) that Contractor will provide pursuant to the Underlying Agreement, Contractor is expected to create, receive or maintain, records or record systems from or on behalf of University that (a) are subject to FERPA or (b) contain personally identifiable information from “Education Records” as defined by and subject to FERPA (collectively, **FERPA Records**) namely: Student Purchase Transactions, Student Email Addresses, Student ID Information. FERPA Records include all data in any form whatsoever, including electronic, written and machine readable form.

1.2 Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records created, received or maintained by Contractor pursuant to the Underlying Agreement will remain the sole and exclusive property of University.

2. **FERPA Compliance.** In connection with all FERPA Records that Contractor may create, receive or maintain on behalf of University pursuant to the Underlying Agreement, Contractor is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Contractor (a) is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement, and (b) understands and agrees to all of the following terms and conditions *without reservation*:

2.1 **Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Contractor will hold University FERPA Records in strict confidence. Contractor will not use or disclose FERPA Records received from or on behalf of University, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement or this Addendum.

2.2 **Maintenance of the Security of FERPA Records:** Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by University and that are at least as stringent as the requirements of UT System Information and Resource Use & Security Policy, UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>, to preserve the confidentiality and security of all FERPA Records received from, or on behalf of University, its students or any third party pursuant to the Underlying Agreement.

2.3 **Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information:** Contractor, within one (1) day after discovery, will report to University any use or disclosure of FERPA Records not authorized by this Addendum. Contractor’s report will

identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including written reports, as reasonably requested by University. For purposes of this **Section 2.3**, an unauthorized disclosure or use includes any access or use of an “Education Record” (as defined by FERPA) by a Contractor employee or agent that the employee or agent does not require to perform Work or access by any employee or agent that does not involve the provision of Work.

2.4 **Right to Audit:** If University has a reasonable basis to believe that Contractor is not in compliance with the terms of this Addendum, University may audit Contractor’s compliance with FERPA as Contractor’s compliance relates to University’s FERPA Records maintained by Contractor.

2.5 **Five Year Exclusion for Improper Disclosure of Education Records.** Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from University’s “Education Records” (as defined by FERPA) by Contractor or its employees or agents may result in Contractor’s complete exclusion from eligibility to contract with University for at least five (5) years.

3. **Return or Secure Destruction of FERPA Records.** Contractor agrees that no later than 30 days after expiration or termination of the Underlying Agreement or this Addendum for any reason, or within thirty (30) days after University’s written request, Contractor will halt all access, use, creation, or processing of FERPA Records and will return to University or Securely Destroy all FERPA Records, including any copies created by Contractor or any subcontractor; and Contractor will certify in writing to University that all FERPA records have been returned to University or Securely Destroyed. **Secure Destruction, Securely Destroy and Securely Destroyed** mean shredding, erasing or otherwise modifying a record so as to make it unreadable or indecipherable.

4. **Disclosure.** Contractor will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under the Underlying Agreement or this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by the Underlying Agreement and this Addendum, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.



# BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items that have a cost.

Department:	Advanced Academics/Postsecondary Initiatives
Board Meeting Date:	June 22, 2020
Agenda Title:	Approval of the Renewal of the Cooperative Program Agreement with the University of Texas at Austin for the OnRamps Dual Enrollment Distance Learning courses
Presenter:	Liz Ozuna
Cost:	\$274,500 (includes tuition and required teacher training)

## IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
2,100 seats	24 New 36 Returning	10	\$149/student/ course Or \$99/student/ course (Free & Reduced Lunch)	\$850/new teacher  \$550/returning teacher	N/A

## HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

<p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Participation in the On-Ramps Dual Enrollment Program provides students an opportunity to earn college credit in English, US History, Biology, Chemistry, Physics, Geoscience, College Algebra, Pre-Calculus, Statistics, and Computer Science course while also meeting High School Graduation requirements. These courses also meet the HB5 requirements for advanced level Mathematics, Reading, Science and STEM coursework, and students who meet criteria for earning dual credit in one OnRamps course, regardless of the subject, move automatically into the numerator for the College, Career &amp; Military Readiness indicator. On-Ramps is designed to accelerate student success by providing university-level work and developing the necessary skills for college through an online course created and</p>
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monitored by a UT Austin Professor with a high school teacher who is responsible for support and for creating and monitoring the high school course.

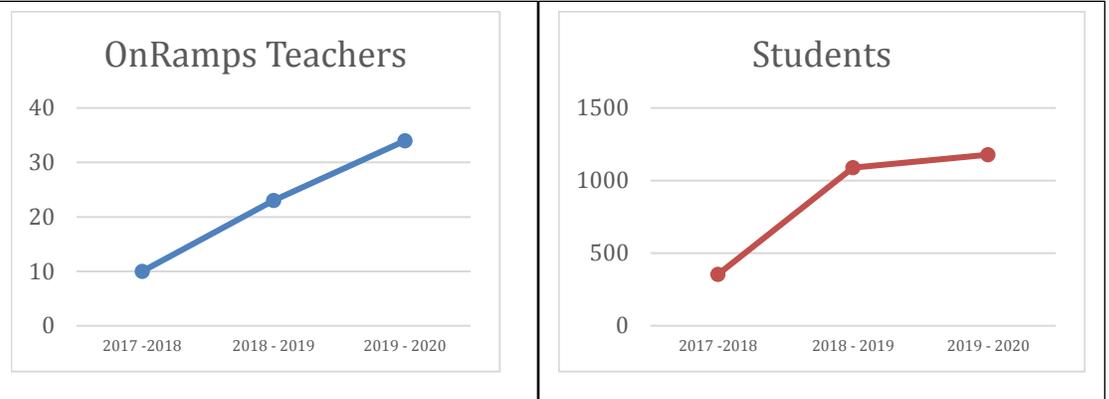
SAISD teachers who wish to teach an OnRamps course are required to attend a two-week summer institute training offered through UT Austin with the content course professor teaching this course as well as a one-day follow-up training in the fall and spring semester. Returning teachers must attend a three-day summer institute training through UT Austin. All training will be held virtually for Summer, 2020.

Additional benefits of participation include:

- College coursework within a high school classroom
- SAISD classroom teacher is not required to have a Master's degree to implement On-Ramps
- Students may begin the course without meeting college readiness criteria on the TSI; they must meet criteria at some point in the semester to earn dual credit
- Students build digital literacy skills using the same tools as UT students (Canvas LMS)
- Students experience college rigor prior to attending college to increase college success
- Opportunity for On-Ramps course to transfer to public colleges and the University of Texas for college credit
- High school credit for advanced coursework

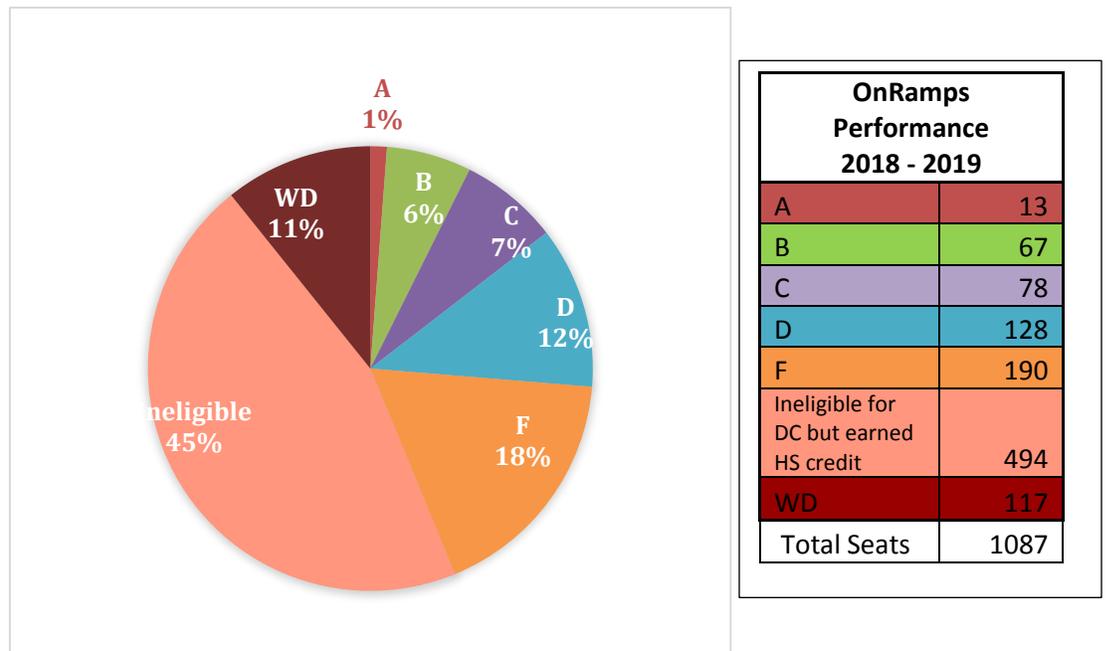
Course participation requires technology access, teacher training expenses, and student tuition fees. Course cost is \$149 per student (\$99 per course for students who are eligible for free or reduced lunch). Training costs are \$850 for new teachers and \$550 for returning teachers.

## Growth of UT OnRamps Teacher Engagement & Student Participation:



	2017 -2018	2018 - 2019	2019 - 2020
<b>Teachers</b>	10	23	34
<b>Students</b>	353	1087	1179

## 2018 – 2019 Academic Performance:



## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) between SAISD and the University of Texas at San Antonio for Dual Credit, Persistence and Completion Initiatives

**PURPOSE:** [ ] PRESENTATION/DISCUSSION  
[X] DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzman, Chief Academic Officer

**PRESENTER:** Elizabeth Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and the University of Texas at San Antonio (UTSA) for the Dual Credit, Persistence and Completion Initiatives. The term of the MOU is from June 1, 2020 – June 2, 2025.

Participation in Dual Credit programs provides students an opportunity to earn college credit in English, government/economics, college math, computer/IT, and history courses while also meeting high school graduation requirements. Students who successfully complete a dual credit course in math or English or who complete nine hours of dual credit in any subject move into the numerator for the College, Career & Military Readiness indicator (CCMR). Courses are considered “core” courses and are generally transferable and degree applicable in most Texas colleges and universities. Students must meet college readiness on the TSI to be eligible to enroll in UTSA Early Birds courses; students attend courses at the UTSA downtown campus using SAISD transportation. Tuition includes all text books and fees. UTSA charges a one-time registration fee for each participating student.

Persistence and Completion activities come at no cost and include orientation, tutoring and advising.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board approve the MOU between SAISD and UTSA for the Dual Credit, Persistence and Completion Initiatives.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

198-11-6222-82-878-1-38-878      \$304,435

### **IV. 2019 - 2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- [X] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- [X] SAISD will engage families and the community to be active partners in the education of our children.
- [X] SAISD will recognize the outstanding achievements of our students, staff and community members.

- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The San Antonio Independent School District  
AND  
The University of Texas at San Antonio**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between The University of Texas at San Antonio (“UTSA”), a component institution of The University of Texas System (“UT System”), and the San Antonio Independent School District (SAISD).

**PURPOSE OF MOU.** The purpose of this MOU is to develop and expand a collaboration between UTSA and SAISD to develop programs, projects, and activities that support SAISD students and graduates in their efforts to complete their postsecondary aspirations, and address college persistence and completion challenges for student populations served by SAISD (“Collaboration”). Data gathered through this collaboration will inform current and future research processes and practices associated with college access, enrollment, persistence and completion.

**COLLABORATION OBJECTIVES.** The main long-term objectives of the Collaboration are to:

- Attract SAISD graduates to UTSA, where they will have the opportunity to excel academically and contribute as leaders on campus in the larger community;
- Successfully enroll a cohort of approximately 200 students each year;
- Achieve a 50% 6-year graduation rate for SAISD alumni who enroll at UTSA; and
- Provide opportunities for the leadership and staff of both SAISD and UTSA to meet and create new strategies to address the challenges of college enrollment, persistence and completion faced by SAISD alumni.
- Provide continued support to SAISD students and graduates from application to UTSA through completion.

**TERM.** This Collaboration shall begin on June 1, 2020 and end June 2, 2025. Either party may terminate this Collaboration by giving thirty (30) days written notice to the other party. The effective date of the termination of the Collaboration shall be at the end of such 30 days.

**SAISD RESPONSIBILITIES.** By signing this MOU, SAISD agrees to the following:

1. Designate a point of contact to manage this MOU, organize annual meeting of stakeholders to adjust this MOU as appropriate, and coordinate with counselors and advisors who can assist in furthering the commitments delineated in this Collaboration
  - a. Identify at least one member from each SAISD high school for direct school-level contact for UTSA representatives
  - b. Serve as a representative to other school districts interested in partnering with UTSA
2. Collaborate with SAISD schools to provide UTSA access to recruit students who are a match and fit for the university as well as students who declare an interest for UTSA by:
  - a. Providing suitable space, time and materials for UTSA representatives to meet and advise students and families interested in UTSA
  - b. Ensuring placement of a high traffic assignment during districtwide college fairs
3. Provide the UTSA admissions office with access to contact and profile information for SAISD high school seniors and SAISD alumni at community colleges as permitted by federal and state student privacy laws;

4. Portray UTSA as an attractive higher education option and official “SAISD College Partner” to SAISD high school students and families
5. Collaborate with UTSA to improve college persistence and completion of academic goals by UTSA students who are SAISD students and alumni by:
  - a. Educating counselors and advisors on various student success and retention initiatives offered by UTSA for first generation college students who may also be from low income families
  - b. Providing feedback from SAISD staff and alumni at UTSA regarding the most successful means of supporting first generation college students from low income families; and
  - c. Collaborating with UTSA staff to design initiatives for SAISD alumni at UTSA to improve their college persistence and retention

**UTSA RESPONSIBILITIES. By signing this MOU, UTSA agrees to the following:**

1. Designate a point of contact to manage this MOU, organize annual meeting of stakeholders to adjust this MOU as appropriate, and coordinate with appropriate faculty and/or staff who can assist in furthering the commitments delineated in this collaboration;
  - a. Identify at least one member from each of the following offices as secondary points of contact: financial aid, admissions, student advising, faculty, student success, and career center;
  - b. Serve as a representative to other colleges and universities interested in partnering with SAISD
2. Provide SAISD with access to student contact and academic information for SAISD students and alumni applying and enrolling at UTSA as permitted by federal and state student privacy laws, and honor SAISD’s FERPA Consent to Release Student Information form;
3. Through existing orientation and admission initiatives, recruit, admit, and enroll a cohort of SAISD alumni by:
  - a. Directing fall application outreach efforts towards SAISD students and alumni, and potentially assigning enrollment leads for SAISD applicants
  - b. Educating SAISD counselors and advisors about UTSA (e.g. invite them to campus visits, providing informational material, etc.), their pre-college opportunities, and student retention efforts
  - c. Accepting application materials such as test scores, transcripts, fee waiver forms, and/or letters of recommendation sent directly from and authenticated by SAISD staff (e.g. counselors, advisors);
  - d. Identifying one orientation session where all SAISD students bound for UTSA attend together
4. Provide financial aid packages to eligible SAISD applicants consistent with UTSA financial aid policy and procedures and subject to available funding by:
  - a. Awarding funds that cover the full cost of tuition, excluding loans, for students in the top 50% of their graduating class

- a. Reducing the self-help costs, not federal or state grants, for SAISD applicants who acquire outside scholarships as long as the total financial aid does not exceed the cost of attendance;
5. Facilitate opportunities proven to support student persistence and retention for first generation college students, students of color and/or low income students by:
  - a. Identifying cohorting opportunities (e.g. learning communities, academic inquiry courses, student organizations, etc.) that promote a community made up of SAISD alumni at UTSA and their peers
  - b. Identifying mentorship opportunities (e.g. Freshman Peer Mentor program, faculty mentors, staff mentors, peer mentors) that encourage a sense of belonging among SAISD alumni at UTSA
  - c. Identifying university-wide opportunities (e.g. study abroad opportunities, Career Services Center, undergraduate research experiences, student leadership programs, student life initiatives, etc.);
6. Allow SAISD to refer to UTSA as a “SAISD College Partner” publicly and allow the use of its logo in SAISD publications.

**NOTICES.** All notices under this Agreement must be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party’s designated representative as follows:

**District:**

Position Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_

**University:**

Position Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_

**GENERAL PROVISIONS.** The provisions of this MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, will have the effect of varying the terms presented.

1. UTSA grants SAISD permission to use the UTSA logo to promote UTSA and its collaboration with SAISD. SAISD understands and acknowledges that The Board of Regents of the University of Texas System owns all rights to the name, logos, and symbols of UTSA, and any alteration of the UTSA logo or additional use of university marks by SAISD must have prior written approval of UTSA;
2. This MOU takes effect upon the final signature of all parties and will continue in effect from the date of execution for a period of one year. This MOU may be extended or amended upon written agreement by all parties. Any party may terminate this MOU in its entirety for any reason or no reason at all with a thirty (30) day written notice. All students recruited prior to and/or during the year will receive/retain all benefits afforded to them as stated in the agreement.
3. The Collaboration and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

4. For all purposes of this MOU and notwithstanding any provision to the contrary, SAISD and UTSA are not employees, partners, joint venturers, or agents of each other.
5. UTSA and SAISD will comply with all applicable federal, state, and local laws, ordinances, and regulations and with all applicable requirements of any accreditation authority; in the performance of this Agreement.
6. The validity, interpretation, performance, and enforcement of this MOU shall be governed by the laws of the State of Texas. Without waiving any sovereign immunity, venue shall be in Bexar County in the state of Texas.

**FOR: The University of Texas at San Antonio**

\_\_\_\_\_  
Dr. Kimberly Andrews Espy  
Provost and Vice President for Academic Affairs

\_\_\_\_\_  
Date

**FOR: San Antonio Independent School District**

\_\_\_\_\_  
Pedro Martinez, SAISD Superintendent

\_\_\_\_\_  
Date



# BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items that have a cost.

Department:	Advanced Academics/Postsecondary Initiatives
Board Meeting Date:	June 22, 2020
Agenda Title:	Approval of Memo of Understanding for Dual Credit, Persistence and Completion Initiatives with the University of Texas at San Antonio
Presenter:	Liz Ozuna
Cost:	\$304,435 (includes one-time application fees and tuition)

## IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
1,490 course seats	N/A	4 (CAST Tech, Fox Tech, Burbank, Brackenridge)	\$225/course One-time registration fee \$45/student	N/A	N/A

## HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

<p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p>	<p>While this MOU represents a renewal for dual credit, the document represents a shift in framing for our partnership. We know that simply having students complete dual credit courses is no longer our goal. Rather, we want students to select and complete courses at the highest levels of excellence that are applicable to a degree plan whether they choose to continue on to UTSA or elect to attend other postsecondary institutions. This shift requires UTSA to restructure its efforts to support student success and to advise students in their course selections.</p> <p>This agreement also offers support for our innovative program pathways that are specifically linked to high demand careers, while also promoting innovation in our course offerings including summer internships, and college courses taught in Spanish. In addition, CAST</p>
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Tech will pilot SAISD teaching staff serving as adjunct faculty for UTSA in English, Biology and US History.

Participation in Dual Credit programs provides students an opportunity to earn college credit in core courses English, Government/Economics, College Math, and History courses in addition to career focused courses while also meeting High School Graduation requirements.

Students who successfully complete a dual credit course in math or English or who complete nine hours of dual credit in any subject move into the numerator for the College, Career & Military Readiness indicator. Courses are considered “core” courses and are generally transferable and degree applicable in most Texas colleges and universities. Students must meet college readiness on the TSI to be eligible to enroll in UTSA dual credit courses; students attend courses at the UTSA downtown campus using SAISD transportation. Tuition includes all text books and fees. UTSA charges a one-time registration fee for each participating student.

Persistence and Completion activities come at no cost and include orientation, tutoring, mentoring, and advising.

**Courses offered 2019 – 2020:**

*US History HIST 1043 & 1053*

*Writing 1013 & 1023 (Eng 1301/1302)*

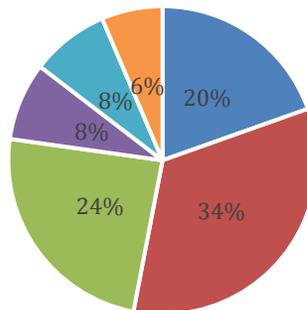
*Algebra for Scientists/Engineers (PCal)MATH 1073 & 1093*

*Govt (POLSCI 1013)*

*Economics (ECON 2003)*

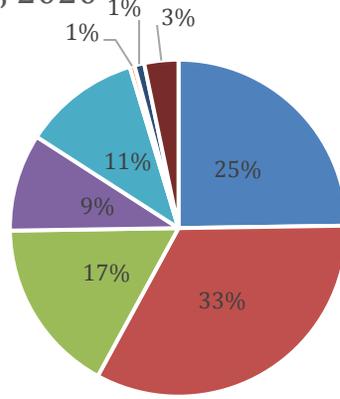
**Fall, 2019 Participation & Performance:** 281 seats, 216 >C

SAISD Fall, 2019



SAISD Fall, 2019	
A	55
B	94
C	68
D	23
F	23
W	18
	281

SAISD Spring, 2020



■ A ■ B ■ C ■ D ■ F ■ IN ■ W ■ NC

A	53
B	71
C	36
D	20
F	24
INC	1
WD	2
NC	7
	214

Additional benefits of participation include:

- Students experience college rigor prior to attending college to increase personal confidence and college success and persistence
- Students begin completing a college credential while in high school
- Students earn high school credit for advanced coursework
- Students develop an identity as a college student by taking courses on the college campus

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Purchase of LAS-Links Assessments

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Chief Academic Officer

**PRESENTER:**        Olivia Hernández, Assistant Superintendent for Bilingual, ESL, & Migrant

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the purchase of the LAS-Links assessment instrument for the identification of English learners, including additional testing and scoring to reclassify English learners. Starting the 2020-2021 school year, SAISD will utilize the single state-wide approved pre-LAS and LAS-Links assessments, as directed by Texas Education Agency (TEA). English learners in SAISD are identified upon entry into the District after the Home Language Survey indicates a language other than English. Approximately, 1,500 students are tested and identified each year in SAISD.

Due to COVID-19 and the subsequent school closures, the state made the completion of the Texas English Language Proficiency Assessment System (TELPAS) optional and has allowed for the use of LAS-Links to determine reclassification for English Learners for the 2019-2020 school year. SAISD will need to purchase additional assessments to use in conjunction with TELPAS to determine reclassification for English Learners. SAISD has approximately 1,154 students that are being reviewed by the LPAC for eligibility to reclassify as English Proficient. The LAS-Links tests will be administered at the beginning of the 2020-2021 school year and scored by the Data Recognition Corporation to complete the reclassification of English Learners.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approve the purchase of the LAS-Links assessments to identify and reclassify English Learners for the 2020-2021 school year.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

199-31-6339-95-945-0-99-0-03                      Total of approximately \$87,760

- \$47,760 for LAS-Links Assessments for Identification of English Learners
- \$40,000 for LAS-Links Assessments for Reclassification of English Learners due to CoVID-19 and TELPAS administration.

### **IV. 2019 - 2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.

- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.



## To the Administrator Addressed

Commissioner Mike Morath

1701 North Congress Avenue • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • [tea.texas.gov](http://tea.texas.gov)

<b>DATE:</b>	<b>May 23, 2019</b>
<b>SUBJECT:</b>	<b>Announcement of the Single, Statewide Assessment for Identification of English Learners, Effective 2019-2020 School Year</b>
<b>CATEGORY:</b>	<b>Required English Learner Programs</b>
<b>NEXT STEPS:</b>	<b>Share with appropriate staff responsible for ordering EL assessments</b>

Pursuant to Texas Education Code Section 29.056(a)(2)-(3), 19 Texas Administrative Code [§89.1226](#), Testing and Classification of Students, effective beginning in the 2019-2020 school year, requires Local Educational Agencies (LEAs) to administer the single, state-approved English language proficiency test to all students with a language other than English indicated on the home language survey for the purpose of identification as an English learner (EL). LEAs will no longer select from the Commissioner's List of Approved Tests under this new requirement.

The Texas Education Agency (TEA) posted a Request for Proposal (RFP) regarding an EL proficiency test on January 24, 2019, and responses were due on February 14, 2019. TEA determined that the best value offered to the state is the Pre-LAS and LAS assessments developed by Data Recognition Corporation (DRC). Effective beginning on the first day of the 2019-2020 school year, each LEA in Texas shall use only the Pre-LAS and/or LAS assessments for the purposes of identifying English learners.

Each LEA is responsible for payment for these assessments and must pay DRC directly. Payment by participating LEAs will be made upon satisfactory performance of services, receipt of specified deliverables and receipt of properly prepared invoices and supporting documentation, as specified per an executed agreement between the participating LEA and DRC. Pre-LAS and LAS assessments will replace assessments formerly listed annually on the TEA List of Approved Tests. Only Pre-LAS and LAS are allowable tests for the purpose of identifying English learners in the State of Texas. Local and/or Bilingual Education Allotment funds may be used to purchase these tests. **Federal funds (Title III, Part A) may not be used to purchase Pre-LAS or LAS tests.**

To expedite the process for ordering LAS Battery tests and accessing test administrator training, please review and share the [Important DRC Information and Next Steps](#) document with appropriate staff.

Additionally, it is very important to provide DRC with your LEA point of contact information by the requested date noted in the Important Next Steps document.

If you have any questions regarding these requirements, please contact Dr. Barbara Kennedy, Director of English Learner Support, at (512) 463-9414.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Purchase of the Canvas Learning Management System

**PURPOSE:** [ ] PRESENTATION/DISCUSSION  
[X] DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Chief Academic Officer

**PRESENTER:** Rebecca Landa, Executive Director, Office of 21<sup>st</sup> Century Learning

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the purchase of the Canvas Learning Management System (LMS) from Instructure. In response to COVID-19, SAISD is ensuring that all PK-12 students and teachers have access to a robust LMS to support in-person and remote learning without disruption to high quality instruction and increased student achievement. In the 2020-2021 school year, the District will implement a hybrid instructional model to include blended learning in brick and mortar classrooms and synchronous and asynchronous instruction delivered online as needed due to the ongoing pandemic. A viable LMS ensures that every student has equitable access to strong instructional content in and outside the classroom. LMS also ensures that teachers have the tools they need to determine what students know and have the flexibility to accommodate the learning pace and support of each student either in-person or online.

The Canvas LMS features include, but are not limited, to a central hub for curriculum, instruction, assessment and mastery courses. It has a built-in assessment system and analytics to measure mastery of content, assign differentiated strategies and personalized learning pathways. The platform integrates with engaging emerging technology and educational software apps such as Google, Microsoft, and Adobe. Canvas LMS also incorporates dynamic communication tools for the digital classroom including calendars, announcement and discussion boards. It supports the use of assistive technology with immersive reader, closed caption, video annotation, and language translators. In addition, Canvas LMS will be the platform used in 2020-2021 by the Texas Education Agency (TEA) to conduct the required Reading Academies for K-3 teachers. It is currently used in higher education dual credit programs in which SAISD students are enrolled at the University of Texas at Austin and Alamo College District.

Extensive professional development will be provided to teachers and staff throughout the 2020-2021 school year commencing with onboarding during summer 2020 through a variety of online learning opportunities. Training resources will also be provided to parents to navigate the Canvas platform.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approve the purchase of the Canvas Learning Management System from Instructure.

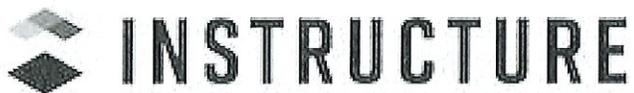
### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

Approximate Product Cost – \$303,913.88

199-11-6399-65-876-0-11-COV	\$ 51,000.00
199-11-6399-65-876-1-11-COV	\$252,913.88

### **IV. 2019-2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.



Services Order Form

Order #: Q-132797-1  
 Date: 6/10/2020  
 Offer Valid Through: 6/30/2020

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

**Order Form For San Antonio Independent School District**

Address: 141 Lavaca St  
 City: San Antonio  
 State/Province: Texas  
 Zip/Postal Code: 78210  
 Country: United States

**Order Information**  
 Billing Frequency: Annual Upfront  
 Payment Terms: Net 60

**Billing Contact**

Name: Same as Primary  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Primary Contact**

Name: Rebecca Landa  
 Email: blanda@saisd.net  
 Phone: (210) 554-2625

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Premium Implementation			Per Implementation	1	USD 51,000.00	USD 51,000.00
Non-Recurring Sub-Total						USD 51,000.00
Year 1 Total						USD 51,000.00
<b>Grand Total:</b>						USD 51,000.00

Deliverable	Description	Expiration
Canvas Training Subscription for 1 Year - 20 Users	Access to unlimited instructor-led online training for up to 20 named Canvas subscription users from Effective Date until the earlier of 12 months after subscription start date or the last date of the contracted subscription.	12 Months
Canvas Implementation	As needed, your implementation will include the following: *Access to API documentation and consulting with client resources on the client initiated data strategy. *Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration. Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page. *Access to guides, public courses, and best practices documentation. Documented best practices for driving high Canvas adoption and usage.	N/A

Deliverable	Description	Expiration
Data Provisioning for Canvas Instance	Your Implementation Consultant (IC) will provide expertise and best practices regarding data provisioning for your Canvas instance. This includes consultation for manual UI management, SIS imports, and any available SIS integrations, including grade pass back. Access to relevant Community guides and API documentation will be provided.  Your IC will also discuss and execute a remapping plan if you are switching Student Information Systems and remapping within Canvas is necessary.	12 Months
Instructional Design: Ready Made Template	Select One Pre-Built Template from our suite of designs. Templates are built with a variety of audience needs in mind. Instructions are included to modify design elements as needed.	12 Months
Onsite Training (3 Day) Travel Expenses Included	3 consecutive days onsite training inclusive of all costs. Institutions choose from a variety of hands-on workshop and presentation topics to create a personalized training agenda. A typical day includes six hours of training	12 Months
Course Migration	Migration of up to 5,000 courses from currently supported formats*. For content that is not supported, Instructure will provide best practices on how to migrate into Canvas, if available. The following content packages are supported for bulk import into Canvas: Angel, Blackboard 6/7/8/9, Blackboard Vista/CE, WebCT 6+ Course, Common Cartridge 1.0/1.1/1.2/1.3 Package, D2L, Moodle 1.9/2.x .zip file	12 Months
Project Management	Implementation Consultant to take a remote project management role by providing a customized project plan, assigning resources to tasks, identifying critical path, and scheduling regular project check-in calls with client staff. Customized project plan to complete all tasks in eight to ten weeks. May extend to a total of 24 weeks as necessary to accommodate institutional needs and resource availability. Assessment and Planning - Determine current resources, goals and outcomes for Canvas adoption, and barriers to those outcomes and goals. Process Design - Determine what internal processes need creation, what processes would need change and what processes would be replaced. Roll-Out Design - Determine the most effective roll-out strategy for Canvas including internal and external messaging, and a professional development plan. Support and Accountability Design - Planning for Canvas as a long-term solution.	12 Months
Implementation Consultant Onsite	Up to two (2) onsite visits for up to three (3) days each by the Implementation Consultant and Customer Success Manager. These visits will facilitate needs discovery and execution and follow up of the implementation.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

**Duration:** Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

**Miscellaneous:** Instructure's support terms are available as follows:  
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>  
 Bridge: <https://www.getbridge.com/support-terms>  
 Folium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Billing Frequency Term:**

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is tax exempt: _____ <i>Please email any/all exemption certifications to ar@instructure.com.</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

**San Antonio Independent School District**

Signature:	
	On behalf of SAISD and to the extent permitted by Texas Law.
Name:	Edward Romero
Title:	Director of Operations Business Services
Date:	6/17/2020

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

## Instructure Terms and Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. ("Instructure") to the entity identified in the Order Form ("Customer"). An "Order Form" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "Agreement." Instructure and Customer are referred to in this Agreement each as a "party" and together as the "parties."

**1. Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "Service"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("Support") pursuant to the terms described on the Order Form. For purposes of this Agreement, "User" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

**2. Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("API") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.

**3. Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "AUP"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.

**4. Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

**5. Instructure Warranties.** Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUMENT IN THIS SECTION 5.

**6. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("Fees") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

**7. Service Standard.** Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

**8. Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

**9. Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.

**10. Data Use.** Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

**11. Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.

**12. Limitation of Liability.** EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

**13. Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. . For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information.

**14. Proprietary Rights.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

**15. Term and Termination.** The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

**16. Suspension of Service.** Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to

provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

#### 17. Indemnification.

17.1 Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.

17.2 The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

18. **General.** Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of **Texas** without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Updated 02/2020



# Services Order Form

Order #: Q-128369-1  
 Date: 6/10/2020  
 Offer Valid Through: 7/15/2020

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

## Order Form For San Antonio Independent School District

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Address: 141 Lavaca St  
 City: San Antonio  
 State/Province: Texas  
 Zip/Postal Code: 78210  
 Country: United States

### Order Information

Billing Frequency: Annual Upfront  
 Payment Terms: Net 60

### Billing Contact

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

### Primary Contact

Name: Rebecca Landa  
 Email: blanda@saisd.net  
 Phone: (210) 554-2625

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2020	6/30/2021	User	52,713	USD 3.00	USD 158,139.00
Studio Cloud Subscription	7/1/2020	6/30/2021	User	52,713	USD 0.86	USD 45,333.18
24x7 Tier 1 Support (Faculty Only)	7/1/2020	6/30/2021	30% of Subscription (Minimums Apply)	1	USD 47,441.70	USD 47,441.70
Recurring Sub-Total						USD 250,913.88
Studio Standard Implementation			Per Implementation	1	USD 1,500.00	USD 1,500.00
Canvas - Tier 1 Support Setup			One Time Fee	1	USD 500.00	USD 500.00
Non-Recurring Sub-Total						USD 2,000.00
Year 1 Total						USD 252,913.88
<b>Grand Total:</b>						USD 252,913.88

Deliverable	Description	Expiration
Studio Cloud Subscription	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.	N/A
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A
Studio Implementation	Implementation will include the following: * Creation of Studio Instance * Integration with Canvas via LTI * Admin creation and walkthrough	N/A
Studio Webinar Training	Two hours of remote training content on utilizing Studio.	12 Months
Canvas - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

Product	Description
Studio Cloud Subscription	1 GB/subscription per User of storage is included in the annual subscription fee. Additional storage can be purchased for \$3,000 per 1 TB per year.

**Duration:** Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

**Miscellaneous:** Instructure's support terms are available as follows:  
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>  
 Bridge: <https://www.getbridge.com/support-terms>  
 Portfolium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Billing Frequency Term:**

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is tax exempt: _____ <i>Please email any/all exemption certifications to ar@instructure.com.</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

**San Antonio Independent School District**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

ESC20 Service Contract: <b>Canvas</b>	Contract Number: <b>83570</b>
Contract Amount: <b>\$303,913.88</b>	
Contract Start Date: <b>Monday, 15 June, 2020</b>	Contract End Date: <b>Monday, 31 August, 2020</b>
Client: <b>San Antonio ISD</b>	Contract by: <b>EDUCATION SERVICE CENTER, REGION 20</b>
Client Contact: <b>Becky Landa</b>	ESC Contract Manager: <b>Zaragoza, Cynthia (Cyndi)</b>
Client Signed:	ESC Signed :
Submitted By:	Purchase Order:

### SERVICE CONTRACT

**83570 Y**

This Service Contract, hereafter referred to as "Contract" is made and entered into on the Contract Start Date shown above by and between Education Service Center, Region 20, hereafter referred to as "ESC-20" and **San Antonio ISD**, hereafter referred to as "Client".

### AGREEMENT

- 1. Services to be performed:** (see attached)
- 2. Contract Period** - The period of this Contract is that period of time commencing on the Contract Start Date and concluding on Contract End Date stated above, unless sooner terminated or extended by agreement of both parties.
- 3. Compensation** - Client shall pay a **fee not to exceed \$303,913.88** for the services described above. ESC-20 will bill the Client and payment is due within 30 days of the invoice date.
- 4. Right of Termination** - Each party shall have the right to terminate this Contract upon 12 days prior written notice. In the event this Contract is terminated, ESC-20 is entitled to all fees earned to the date of termination.
- 5. Assignment** - ESC-20 and Client acknowledge that the services rendered by ESC-20 under this Contract are unique and personal. Therefore, neither party may assign any rights or delegate any duties under this Contract, without the other party's prior written consent.
- 6. Notices** - All notices hereunder shall be effective if sent by facsimile or mail to the following:

Education Service Center, Region 20  
1314 Hines Avenue  
San Antonio, TX 78208

\*\*\*This Agreement depends upon the continued availability of designated grant funds and expenditure authority from the grantor agency for this purpose. The agreement only becomes effective upon the Center's receipt of the Notice of Grant Award from the awarding agency. If for any reason the grantor agency fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions or state funds reductions, this Agreement may be terminated by the Center. Termination for any of these reasons is not a default by the Center nor does it give rise to a claim against the Center.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Vendor Data Confidentiality Agreement Form**

Instructure, Inc.

\_\_\_\_\_ (hereinafter referred to as "**Vendor**"), has requested data from the District database (hereinafter referred to as "District data" or "data") maintained by San Antonio Independent School District (hereinafter referred to as "SAISD" or "District"). Vendor has or intends to enter into a contract/license/other agreement ("Contract") with SAISD to provide services to SAISD. Vendor has requested or intends to request access to data for the purpose of providing the services specified in the Contract. SAISD has agreed or intends to provide the requested data, provided that Vendor agrees to comply with the terms and conditions set forth in this Confidentiality Agreement. **THIS AGREEMENT SUPERSEDES AND REPLACES ANY AND ALL OF VENDOR'S TERMS AND CONDITIONS TO THE CONTRARY REGARDING THE FOLLOWING DESCRIBED "APPLICABLE DATA."**

**Applicable Data**

This agreement applies to Student data, Financial data, Payroll data, Demographic data, and any or all other data that Vendor has accessed or received from the District. Vendor hereby agrees that it will use the District data solely for the purpose of providing the services specified in the Contract with SAISD.

**Student Data in Particular**

SAISD will provide student data that may contain personally identifiable information from an education record of a student to Vendor pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g (b)(1)(F), and regulations issued under FERPA, 34 C.F.R. § 99.31 (a)(6). Vendor agrees that it will maintain the confidentiality of the data in accordance with 20 U.S.C. § 1232g(b)(1)(F), 34 C.F.R. §99.31(a)(6), and the terms of this Confidentiality Agreement.

For purposes of this Confidentiality Agreement, the term "personally identifiable information from an education record" may include, but is not limited to: (a) the student's name; (b) the name of the student's parent or other family member; (c) the address of the student or the student's family; (d) a personal identifier such as the student's social security number or other student number; (e) information about a group of students that contains five (5) or fewer students; (e) a list of personal characteristics that would make the student's identity known or easily traceable; and (f) any other information that would make the student's identity known or easily traceable.

Vendor agrees that it will maintain the confidentiality of personally identifiable student information contained in the District data at all times and will keep the data in a secure location. Vendor shall restrict access to personally identifiable student information to only those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by students or parents of students whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of student data to Vendor and to take legal action against the vendor for damages or other relief.

**Financial, Payroll, Employee, Vendor, Demographic, or other District Data in Particular**

For purposes of this Confidentiality Agreement, the terms "Financial, Payroll, Employee, Vendor, Demographic, or other District data", includes but is not limited to, data that includes employee or vendor names; employee identification numbers; federal identification numbers; social security numbers; and/or vendor or employee home or work addresses, phone numbers, birthdates, job titles, pay amounts, email addresses, bank account numbers, bank routing numbers, and/or check numbers. Vendor agrees that he/she will maintain the confidentiality of all District data contained in the District records Vendor receives or obtains access to at all times and will keep the District data in a secure location. Vendor shall restrict access to all data contained in the District records to those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by affected employees and/or vendors whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of any or all data including employee, vendor or any other District data previously made accessible to Vendor.

**Other Terms and Conditions**

Vendor agrees to keep secret any District system information, including all documentation, database or table descriptions, data schema, diagrams, and other materials containing any portion of the District data structures or other District system specifications.

Vendor agrees to provide newly-generated or collected data (such as assessment scores, student course selections, payroll data, employee attendance data, or other data) to the Office of Technology and Management Information Services in a mutually agreeable format using secure file transfer protocols. Vendor agrees that it will not release or disclose any of the District data in any manner except as expressly described in this Confidentiality Agreement, unless Vendor has received prior written authorization from the District.

Should there be a breach of confidentiality by Vendor and a release of District data (including but not limited to personally identifiable student data) to any third party not a party to this agreement, Vendor hereby agrees to provide immediate notification services to the appropriate parties at its sole expense, including but not limited to, providing notice to the District, the affected student, the parents of the affected student, the affected employee, and/or the affected vendor regarding the release of confidential data that has occurred. Furthermore, Vendor will promptly indemnify, defend, and hold harmless District, its present and future officers, employees and agents, from and against all claims, suits, demands, damages, losses, judgments, fines and costs, including reasonable attorney's fees and court costs, made against District or its officers, employees or agents to the extent they arise from Vendor's negligent acts or omissions, or willful misconduct or violation of law in the performance of services for District that lead to a breach of this Confidentiality Agreement.

Vendor agrees that it will promptly return the District data and system information to SAISD upon written request by SAISD or when the Vendor contract ends. Vendor further agrees that it will delete and not retain the District data or system Information when it is no longer needed for the purposes described in this Confidentiality Agreement and the Vendor contract.

Nothing in this agreement shall affect in any way Vendor's use of personally identifiable information received from any person other than SAISD, its employees or agents, or from SAISD students.

By signing below, Vendor accepts and agrees to the terms and conditions set forth in this Confidentiality Agreement.

Instructure, Inc.

**SAN ANTONIO ISD (SAISD)**

\_\_\_\_\_  
*(Vendor's Name)*

By:   
\_\_\_\_\_  
*(Signature of Authorized Representative)*

Elizabeth Powell

\_\_\_\_\_  
*Printed Name and Title of Signatory*

Dated: 6/10/2020  
\_\_\_\_\_

By: \_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name and Title of Signatory*

Dated: \_\_\_\_\_

**If document does not apply, you must still sign and mark N/A.**

**ADDENDUM TO AGREEMENT**  
**Between**  
**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**And**  
**INSTRUCTURE**

This Addendum ("Addendum") is made to the Services Order Form License Terms and Order Form, dated May 6, 2020 (collectively, "Agreement") between INSTRUCTURE ("INSTRUCTURE") and the San Antonio Independent School District ("SAISD"). To the extent of a conflict between the Agreement and the Addendum, the Addendum will govern.

1. By entering or performing under the Agreement, SAISD does not waive, and the Agreement will not be construed to waive, any of SAISD's governmental powers, immunities, rights and privileges granted to it under the laws of the State of Texas.

2. An indemnity or payment obligation in the Agreement to be undertaken by SAISD will only be enforceable to the extent permitted by Texas law and to the extent sufficient funds are appropriated by SAISD's governing body, in its sole discretion, to undertake said indemnity or payment.

3. Student-identifiable information collected by INSTRUCTURE shall be managed in accordance with the Agreement, any and all applicable laws, or as otherwise provided by in written authorizations provided by SAISD and a parent or legal guardian for minor students.

**INSTRUCTURE.:**

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

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

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

**San Antonio Independent School District:**

By:  5/17/20  
Date

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Grant Agreement and Resolution between SAISD's Child Nutrition Services Department and the Culinary Institute of America (CIA) for a Chef-Driven Program

**PURPOSE:**             PRESENTATION/DISCUSSION  
                              DISCUSSION/ACTION

**REQUESTED BY:** Willie Burroughs, Chief Operations Officer, Operations Services

**PRESENTER:** Jenny Arredondo, Senior Executive Director, Child Nutrition Services

**MEETING DATE:** June 22, 2020

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve an extension of the Grant Agreement and Resolution between SAISD's Child Nutrition Services Department and the Culinary Institute of America (CIA) for the Chef-Driven Program. Through this agreement, the CIA will provide culinary skills training to Child Nutrition Managers, Supervisors and some Administrative staff for two years. The objective of the program is to transform SAISD school cafeterias through chef-led programs that will educate, train, inspire, and empower school cafeteria workers to produce meals that are visually appealing and flavorful.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board approve the Grant Agreement and resolution as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

The maximum grant aggregate is up to \$200,000.

### **IV. 2019 - 2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**GRANT AGREEMENT**  
**Chef Driven Program**  
**(San Antonio Independent School District)**

Certain individual donors that wish to remain anonymous (the *Donors*), acting by and through the Donors' agent (the *Agent*), intend, without being legally bound, to give to the San Antonio Independent School District (*SAISD*), by giving, granting, or recommending payment to SAISD of one or more payments, gifts, or grants, individually or from a foundation, donor-advised fund, or trust (the *Grant*) in the maximum aggregate amount of up to \$200,000 (the *Grant Amount*; Grant funds distributed in an aggregate amount up to the Grant Amount, the *Grant Funds*). The Grant is payable to and to be deployed by the San Antonio Independent School District Foundation (the *Grant Funds Administrator*, and, collectively with Donors and SAISD, the *Parties*; each, individually, a *Party*), on behalf and for the benefit of SAISD, as outlined below in this Grant Agreement (this *Agreement*). In furtherance of the foregoing, Donors, SAISD, and the Grant Funds Administrator agree to the following:

**1. CHEF DRIVEN PROGRAM VISION**

The Chef Driven Program aims to transform SAISD school cafeterias through chef-led programs that educate, train, inspire, and empower school cafeteria workers to consistently produce meals that are visually appealing, nutritionally rich, and flavorful, and develop nutritional and chef-driven kid-friendly menus that will inspire and empower healthy dining knowledge and habits in school-aged children. To accomplish this vision, employees of the SAISD CNS Department, including senior management team members, cafeteria supervisors, and SAISD campus kitchen managers, will attend hands-on fundamental culinary skills training and introductory nutritional education sessions led by CIA staff at the CIA Campus during the Summer. These employees will return to their respective SAISD campus kitchens and, with their improved culinary education, skills, confidence, and continued CIA and team support, implement new chef-led programs, including creating new campus kitchen plans, training staff, and creating new menus.

**2. GRANT PURPOSES; PAYMENT**

This Grant is an extension of the Chef Driven Program and the grant related thereto (the *Prior Grant*) pertaining to the Cohort Training Sessions conducted in the Summer of 2018 and the Summer of 2019, as evidenced in the grant agreement related thereto, dated April 9, 2018 (the *Prior Grant Agreement*), the term of which expired on January 31, 2020. The Donors intend, without being legally bound, to give to SAISD, and SAISD agrees to accept, by and through the Grant Funds Administrator (acting on behalf and for the benefit of SAISD), the Grant, pursuant to the terms of this Agreement, and in an amount up to the Grant Amount. The Donors' mission is to inspire and empower under-resourced children and youth in San Antonio by enhancing their education, health and wellness and the Grant is intended to further that mission by delivering experiential learning to employees of the SAISD CNS Department to deliver nutritious and delicious meals to SAISD students to develop a healthy lifestyle and to enhance SAISD students' learning. SAISD has appointed the Grant Funds Administrator to accept and use the Grant Funds on behalf and for the benefit of SAISD as outlined in this Agreement. The

Grant Funds Administrator will only use Grant Funds to defray SAISD's incurrence of Cohort Compensation pertaining to the Chef Driven Program. Grant Funds for these purposes are delivered to the Grant Funds Administrator, on SAISD's behalf, in the amounts and at the times provided in Exhibit A hereto. Upon SAISD's request, the Grant Funds Administrator shall disburse Grant Funds to SAISD to be used for permitted purposes in accordance with the terms of this Agreement, within a reasonable time of such request.

Donors reserve the right to require SAISD, to the extent Grant Funds have been disbursed to SAISD pursuant to the terms of this Agreement, or the Grant Funds Administrator, to the extent Grant Funds have not been disbursed to SAISD pursuant to the terms of this Agreement, to repay Grant Funds not used for a permitted purpose. Donors also reserve the right to replace the Grant Funds Administrator at the discretion and upon the approval of the Board of Trustees of SAISD.

Upon its acceptance of Grant Funds from Donors on behalf and for the benefit of SAISD pursuant to and in accordance with the terms of this Agreement, the Grant Funds Administrator hereby agrees to immediately deposit such Grant Funds in a restricted fund (and not commingled with other funds of the Grant Funds Administrator) so that credits and debits to such account for permitted purposes are clearly identifiable. The Grant Funds Administrator hereby agrees that the use of Grant Funds on deposit in such restricted fund shall only be used for permitted purposes under and pursuant to the terms of this Agreement. Until their use, Grant Funds held by the Grant Funds Administrator shall be collateralized and invested in accordance with policies of the Grant Funds Administrator formulated and implemented by the Grant Funds Administrator with respect to such matters under applicable Texas law.

### **3. SAISD COMMITMENT**

Donors' obligation to deliver Grant Funds is conditioned on SAISD's commitment to (a) administer the Chef Driven Program as described herein, including identifying and coordinating the Cohorts that will participate in the Chef Driven Program and the Cohort Training Sessions; and (b) plan for the continuation of the Chef Driven Program beyond the term of this Agreement and funded with lawfully-available SAISD funds.

### **4. TERM**

The term of this Agreement begins on the date it is signed by the Parties and continues through January 2022. Donors reserve the right to terminate this Agreement if SAISD does not fulfill the SAISD Commitment or SAISD no longer desires to pursue the achievement of the Targeted Outcomes specified in Exhibit B in furtherance of the Chef Driven Program and Donors and SAISD are unable to agree on a response or reaction to such failure. Donors reserve the right to require the Grant Funds Administrator to return unused Grant Funds upon the termination or expiration of this Agreement.

### **5. PROGRESS REPORTS, MONITORING, AND EVALUATION**

While this Agreement remains in effect, SAISD will, subject to applicable Texas law and SAISD Board policy (uniformly applied across all SAISD schools), provide Donors with information (or access to information) reasonably determined by Donors as necessary to track the progress of this Grant, including SAISD's progress toward its achievement of the Targeted Outcomes. SAISD will promptly notify Donors of any corrections, changes, or updates to provided information. Additionally, the Grant Funds Administrator will provide Donors with information (or with access to information) concerning the deposit and expenditure of Grant Funds, which shall include a monthly report detailing the same, if applicable.

Additionally, SAISD will provide the Donors with an update on its plan to continue the Chef Driven Program beyond the term of this Agreement and funded with lawfully-available SAISD funds on each May 1 and November 1 during the term of this Agreement, commencing May 1, 2020 (the *Sustainability Plan*). The Sustainability Plan must include information tracking SAISD's progress on the accumulation of such lawfully-available SAISD funds, which may include savings from food waste resulting from the CIA Program.

Donors will use its own resources, whether by internal representatives or through contract with a third party, to monitor and evaluate the Grant's impacts and progress toward the achievement of the Targeted Outcomes. Any party performing these monitoring and evaluation activities is permitted to visit the SAISD CNS Department, subject to applicable Texas law and SAISD Board policy (uniformly applied across all SAISD schools), without notice and, during any visit (without disruption of instruction or campus operations), may discuss the planning, implementation, results, and finances with SAISD CNS Department representatives and review planning records and other related material.

## **6. PAYMENT OF NON-BINDING OBLIGATION**

SAISD and the Grant Fund Administrator agree that all or any part of the payments of Grant Funds of this non-binding Grant may be paid by the Donors personally, or by the Donors by means of approving or advising grants from a foundation, donor-advised fund, or trust. SAISD and the Grant Funds Administrator agree that any unpaid Grant Funds will not be enforceable against the estates of the Donors but that their agents, executors, or trustees may elect to satisfy any Grant Funds outstanding at any time by paying those Grant Funds and advising SAISD and the Grant Funds Administrator that such payments are to be credited as Grant Funds toward payment in full of the Grant and subject to the terms of this Agreement.

## **7. CONFIDENTIALITY, MEDIA, AND PRESS**

The Donors wish to remain anonymous at this time and SAISD and the Grant Funds Administrator agree that they will not identify the Donors in any manner, internally or externally, except on a "need-to-know basis" and except that the Grant may be identified on Schedule B of IRS Form 990 and other legally required documents. SAISD and the Grant Funds Administrator also agree to not list the Donors as "Anonymous" on any list or report. The Donors reserve the right to change the terms of this confidentiality

provision in the future to permit public recognition or disclosure of the Donors if the Donors agree in writing to the wording and presentation of that recognition or disclosure in advance of its announcement or publication. The Donors consider SAISD's and the Grant Funds Administrator's compliance with this paragraph to be a condition precedent to payment of any Grant Funds and would consider violation of this paragraph to be a breach of this Agreement, due to their deep concern for the privacy of their family.

All press releases or publications about the Chef Driven Program, including the content, timing, and media outlet, will be approved by Donors, CIA, and SAISD in writing.

## **8. AUTHORITY OF AGENT**

The Donors have appointed Jordana Markman-Epstein, as Agent, to serve as the Donors' agent and attorney-in-fact to (a) take any and all actions in the Donors' names and stead with respect to this Agreement and (b) execute in Donors' name and deliver any documents pursuant to this Agreement. Donors will provide SAISD and the Grant Funds Administrator with notice of any change to the appointed Agent.

## **9. PARTY REPRESENTATIONS**

Each Party represents to the other Parties that it has the requisite authority to enter into this Agreement and to perform its obligations hereunder and that none of such foregoing actions will conflict with or constitute on its part a breach of or default under any applicable law, court or administrative decision, regulation, decree, order, agreement, mortgage, lease, or instrument to which it is a party or is otherwise governed. In addition, neither SAISD nor the Grant Funds Administrator is, to the best of either such parties' knowledge, aware of any applicable Texas law that would impair its ability to enter into this Agreement or, with respect to SAISD, to achieve the Targeted Outcomes described in Exhibit B. Further, by executing this Agreement, each Party represents to the other Parties that they acknowledge that this Grant is an extension of the Chef Driven Program, that the Prior Grant Agreement has expired, and that the respective obligations of each Party under the expired Prior Grant Agreement have also expired.

At its meeting to be held on              , 2020, SAISD's board of trustees (the *Board*) will authorize SAISD's entering into and performing under this Agreement by adoption of a resolution in substantially the form attached as Exhibit D.

## **10. POLICY OF NON-DISCRIMINATION**

Donors are entering into this Agreement and making the Grant with the understanding, and agreement by SAISD and the Grant Funds Administrator, that neither SAISD or the Grant Funds Administrator discriminates against people seeking either services or employment based on race, sex, religion, age, genetic information, or physical ability. SAISD and the Grant Funds Administrator will inform Donors if this understanding is incorrect or becomes untrue at any during the term of this Agreement, which occurrence will permit Donors' immediate termination of this Agreement.

## **11. LIABILITY INSURANCE**

To the extent that its existing policies or coverage (including pooled coverage by Texas agencies) are not sufficiently broad to cover or applicable Texas law makes such insurance unnecessary, SAISD and the Grant Funds Administrator agree to purchase appropriate general liability insurance, as well as specific liability insurance for its directors and officers, to provide insurance coverage of such personnel's performance of SAISD's and the Grant Funds Administrator's respective obligations under this Agreement and to maintain this insurance coverage current at all times that such agreements remain valid and in effect. Alternatively, SAISD and the Grant Funds Administrator may self-insure its liabilities as part of a comprehensive self-insurance program.

## **12. HOLD HARMLESS**

To the extent permitted by applicable law (and subject to annual appropriation in financial support of these obligations, if and as applicable), SAISD and the Grant Funds Administrator agree to indemnify, release, and hold harmless Donors and any of Donors' funds, trusts, foundations, current and former directors, officers, employees, agents, representatives and volunteer service providers from and against any and all costs, losses, claims, damages, expenses, and liabilities, including reasonable attorney's fees and costs, they incur, whether in relation to a third party or in relation to SAISD, the Grant Funds Administrator, or Donors' successors or assigns, or any of Donors' funds, trusts, foundations, current or former directors, officers, employees, or agents, that arise out of this Agreement or Donors' making the Grant, or any consulting, advisory, or management assistance Chef Driven Program services Donors provide to SAISD or the Grant Funds Administrator, either directly or indirectly through a service provider that volunteers with Donors or that Donors pay for their provision of Chef Driven Program services to SAISD or the Grant Funds Administrator (the *Indemnified Actions*). This clause is expressly intended, without limitation, to effect an indemnification, waiver and release, to the fullest extent permitted by applicable law, any claim of negligence or liability against the above-indemnified parties as a result of performance of any Indemnified Actions.

## **13. AMENDMENTS**

This Agreement (including a change in the permitted uses of Grant Funds) may only be amended in a writing signed by Donors, SAISD, and the Grant Funds Administrator, which may occur upon one Party's submission to the other Parties of a written request to amend this Agreement and containing the proposed amendment. The receiving Parties will deliver to the requesting party written approval or disapproval of the amendment request within 14 days of its receipt.

## **14. MISCELLANEOUS**

This Agreement may be executed in several counterparts, each of which will be regarded as an original and all of which constitute one and the same agreement. This Agreement

represents the entire agreement of its subject matter and is made solely for the benefit of its parties. The obligations of the Parties made under this Agreement represent obligations of each respective entity and no personal liability of any principal, agent, representative, director, donor, or employee of any entity will arise as a result of this Agreement. This Agreement is governed by the laws of the State of Texas, without giving effect to its principles of conflicts of laws.

## 15. DEFINED TERMS

In addition to those terms that are defined in the text, capitalized terms used in this Agreement are defined as follows:

- a. *Budget* means the Cohort Compensation component of the Chef Driven Program, as more particularly described in Exhibit C.
- b. *Chef Driven Program* means the two-year fundamental culinary skills training and introductory nutritional education collaboration among the Donors, SAISD, and CIA to achieve the Chef Driven Program Vision, Mission, Targeted Outcomes, and the SAISD CNS Department Goals through Cohort Training Sessions.
- c. *Chef Driven Program Mission* is to transform SAISD school cafeterias through chef-led programs that educate, train, inspire, and empower school cafeteria workers to consistently produce meals that are visually appealing, nutritionally rich, and flavorful.
- d. *Chef Driven Program Vision* is to inspire and empower healthy dining knowledge and habits in school-aged children through development of nutritional, chef-driven kid-friendly menus.
- e. *CIA* means The Culinary Institute of America.
- f. *CIA Campus* means the CIA campus in San Antonio, Texas.
- g. *Cohort* means up to twenty (20) employees of the SAISD CNS Department, including senior management team members, cafeteria supervisors, and SAISD campus kitchen managers. There will be five (5) separate Cohorts in the Summer of 2020 and five (5) separate Cohorts in the Summer of 2021.
- h. *Cohort Compensation* means the cumulative compensation of the individual members of each Cohort for their participation in the Chef Drive Program, based on and as more particularly described in the Budget.
- i. *Cohort Training Sessions* means the hands-on fundamental culinary skills training and introductory nutritional education sessions led by CIA staff at the CIA's San Antonio campus during the Summer totaling thirty (30) hours, to be completed within a five-day week period, for each Cohort. There will be five (5) separate

Cohort Training Sessions in the Summer of 2020 and five (5) separate Cohort Training Sessions in the Summer of 2021.

- j. *Grant Funds Administrator* shall mean the San Antonio Independent School Foundation, an entity exempt from taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- k. *SAISD CNS Department* means SAISD's Child Nutrition Services Department.
- l. *SAISD CNS Department Goals* include (i) to continuously improve the quality of the food choices offered to SAISD students and maintain participation rates above national standards; (ii) to align training and staffing levels at SAISD campuses to meet the multiplex needs of all meal programs offered; (iii) empower healthy dining knowledge and habits in students through the development of nutritional, chef-inspired, student-approved recipes; (iv) enhance and professionalize SAISD's school cafeterias through chef driven programs that educate, train, inspire, and empower child nutrition employees to consistently produce meals that are visually appealing, nutritionally rich, and flavorful; and (v) incentivize high-performing kitchen managers and staff through targeted recognitions and awards.
- m. *School Year* means SAISD's academic school year.
- n. *Summer* means the period of the SAISD School Year starting with May and ending with August.
- o. *Targeted Outcomes* has the meaning provided in Exhibit B.

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

This Agreement is entered into by the parties on the \_\_\_\_ day of \_\_\_\_\_ 2020.

SAN ANTONIO INDEPENDENT SCHOOL  
DISTRICT

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Mr. Pedro Martinez  
Superintendent of Schools

DONORS

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Ms. Jordana Markman-Epstein  
Donor's Agent

SAN ANTONIO INDEPENDENT SCHOOL  
DISTRICT FOUNDATION

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Ms. Suzanne Peterson  
Chairman of the Board of Directors

## **EXHIBIT A**

### **Grant Funding for Cohort Compensation**

Donors will grant to the Grant Funds Administrator Grant Funds for Cohort Compensation based on the following payment schedule and the Budget:

**Cohort Compensation.** Donors will grant to the Grant Funds Administrator Grant Funds for Cohort Compensation within five (5) business days of Donors' receipt of an invoice from the Grant Funds Administrator detailing the number of SAISD CNS Department employees that attended the Cohort Training Sessions, the number of hours completed during the Cohort Training Sessions, and the total amount of Cohort Compensation pertaining to the Cohort Training Sessions.

- 1. Summer 2020** – Grant Funds anticipated to be provided or before August 17, 2020, depending on Donors' receipt of the Grant Fund Administrator's invoice.
- 2. Summer 2021** – Grant Funds anticipated to be provided or before August 16, 2021, depending on Donors' receipt of the Grant Fund Administrator's invoice.

\* \* \*

## EXHIBIT B

### Targeted Outcomes

“Targeted Outcomes” include the following:

Targeted Outcomes and Measurements of Success	2019-20	2020-21	Responsible Party
<b>Introduction to Kitchen Management</b>			
Reporting of Accidents – decrease when compared to previous year.			SAISD
Prep time of menu items – reduction in meals per labor hour compared to previous year.			SAISD
Food cost – reduction in total food costs compared to previous year.			SAISD
Food waste – reduction in leftover services compared to previous year.			SAISD
Campus inventory – less than seven (7) days of inventory on hand.			SAISD
Employee confidence – pre/post skills assessment: at least 65% would report feeling more confident in their enhanced skills.			SAISD
<b>Kitchen Skills</b>			
Knife skills – pre/post skills assessment.			CIA
Kitchen safety – pre/post skills assessment.			CIA
Reporting of accidents – decrease when compared to previous year.			SAISD
<b>Quality Food / Equipment</b>			
Plating skills and line presentation – pre/post skills assessment; site-based awards for high performers.			CIA
Proper use of kitchen equipment – pre/post skills assessment and reduction in reporting of accidents.			CIA
Batch cooking – reduction in food waste and food cost from previous year.			SAISD
Food quality – Nutrislice / student feedback; site-based awards for high performers, customer satisfaction surveys from campus demonstration events (at least 75% positive responses).			SAISD

Targeted Outcomes and Measurements of Success	2019-20	2020-21	Responsible Party
<b>Production Skills</b>			
Recipe production - Nutrislice / student feedback; site-based awards for high performers, customer satisfaction surveys from campus demonstration events (at least 75% positive responses).			SAISD
Quantity food prep – reduction of food waste, food cost, all menu items offered during meal service, reduction in meals per labor hour compared to previous year.			SAISD
<b>Advanced Culinary Management</b>			
Nutrition for school meals – able to identify reimbursable meal 90% of the time; able to identify the meal pattern contribution for each recipe 90% of the time.			SAISD
<b>Overall Project Objectives</b>			
Employee retention – percentage of employees retained.			SAISD
Employee advancement – increase in the number of internal applicants for manager intern program.			SAISD
Customer satisfaction - Nutrislice / student feedback; site-based awards for high performers, customer satisfaction surveys from campus demonstration events (at least 75% positive responses).			SAISD
Enhance current programs and initiatives - Nutrislice / student feedback; site-based awards for high performers, customer satisfaction surveys from campus demonstration events (at least 75% positive responses).			SAISD

\* \* \*

## EXHIBIT C

### Budget

#### Cohort Compensation

Annual Training Events	# of Employees in all five Cohorts	Cohort Training Sessions	2020 Budget	2021 Budget	Total Cohort Compensation Budget
<b>Cohort Sessions</b> Participants will include newly hired employees and/or employees in need of additional training. Sessions will occur as needed during the 5 identified cohort sessions.	70	1 week (30 hours)  Not to exceed 5 Cohorts	\$40,000	\$40,000	\$80,000
<b>Conference</b>  <b>Fees:</b> Salaries (2 days) - \$116,000 (approx.) Conference Training Room - \$3,000 Supplies - \$1,000	500	2 day conference (12 hours)			\$120,000
<b>Grand Total</b>					\$200,000

\* Budget is based on an average hourly employee rate of \$18.50. Labor variances may occur due to changes in current staffing levels and individual pay rates. Training events will occur on administrative contract dates and the budget will not reflect salaried employees.

\* \* \*

**EXHIBIT D**

**Resolution of SAISD Board of Trustees**

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES**

**RESOLUTION**

**TO AUTHORIZE AN AGREEMENT WITH CERTAIN INDIVIDUAL DONORS WHO WISH TO REMAIN ANONYMOUS FOR THE SAISD CHILD NUTRITION SERVICES DEPARTMENT CHEF DRIVEN PROGRAM AND ACCEPTANCE OF A GRANT IN SUPPORT THEREOF**

**WHEREAS**, the mission of the San Antonio Independent School District (the *District*) is to graduate all students prepared to succeed in higher education;

**WHEREAS**, the District may operate innovative programs for delivering instruction to ensure that essential knowledge and skills are taught;

**WHEREAS**, grants to the District may be expended for any purpose designated by the grantor that is in keeping with the lawful purposes of the schools that are to benefit from the grant;

**WHEREAS**, the District previously received a grant to fund a two-year (calendar years 2018 and 2019, the *Prior Grant*) fundamental culinary skills training and introductory nutritional education planning collaboration (the *Program*) among certain donors who wish to remain anonymous (the *Donors*), The Culinary Institute of America (*CIA*), and the District, the objectives of such Program being to transform SAISD school cafeterias through chef-led programs that educate, train, inspire, and empower school cafeteria workers to consistently produce meals that are visually appealing, nutritionally rich, and flavorful;

**WHEREAS**, the Prior Grant was evidenced by a grant agreement, dated April 9, 2018 and expires January 31, 2020 (the *Prior Grant Agreement*), among the District, the San Antonio Independent School Foundation (the *Grant Funds Administrator*), solely acting on behalf and for the benefit of the District, and the Donors;

**WHEREAS**, due to the success of the Program and the District's intent to extend the Program, the Donors have proposed a grant to continue to fund the Program for calendar years 2020 and 2021;

**WHEREAS**, the grant from Donors to the District for calendar years 2020 and 2021 (the *Grant*), as provided in the grant agreement, attached hereto in substantially final form as Exhibit A, among the District, the Grant Funds Administrator, solely acting on behalf and for the benefit of the District, and the Donors pursuant to which the Grant is made (the *SAISD Grant Agreement*), shall only be used to defray the District's incurrence of Cohort Compensation pertaining to the Program (as further described in the SAISD Grant Agreement);

**WHEREAS**, the District has appointed the Grant Funds Administrator to accept and administer the Grant on behalf and for the benefit of the District as set forth in the SAISD Grant Agreement (with which the Grant Funds Administrator is also a party);

**WHEREAS**, the terms and conditions for Donors' making, and the District's accepting and using, the Grant are set forth in the SAISD Grant Agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees for the San Antonio Independent School District hereby: (i) approves of the Program and the extension thereof; (ii) accepts the Grant and agrees to the terms and conditions by which it is made, as provided and in accordance with the SAISD Grant Agreement; (iii) authorizes and approves the District's entering into the SAISD Grant Agreement; and (iv) delegates to the Superintendent of Schools, Pedro Martinez, authority to make any edits to finalize the SAISD Grant Agreement and to execute the SAISD Grant Agreement and other instruments and to take such action as necessary or incidental to effectuate this resolution (including the District's performance under the SAISD Grant Agreement).

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Patti Radle, Board President

Attest: \_\_\_\_\_  
Board Secretary

**EXHIBIT A**

SAISD Grant Agreement

**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards

**PURPOSE:**         PRESENTATION/DISCUSSION  
                          DISCUSSION/ACTION

**REQUESTED BY:** Willie Burroughs, Chief Operations Officer

**PRESENTER:** Willie Burroughs

**MEETING DATE:** June 22, 2020

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

Procurement Services' Recommendations to Board of Trustees for June 22, 2020.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

1. The Board is requested to approve the purchase of General Student Learning Materials and Software. This purchase will provide educational interactive software, websites, e-learning platforms, books, workbook consumables, assessments and associated curriculum guides for District-wide use on an "as needed" basis.
  - Recommended by: Academics & School Leadership
  - Submitted by: Patti Salzman
  - Selection Method: Invitation for Bid – IFB #20-014(AS)
  - Contract Term: Period covering August 1, 2020 through July 31, 2021Funding Source: Various Funding  
(Subject to availability of funding for the 2020-2021 school year)

**VENDORS**

Accelerate Learning, Inc.  
Achieve3000  
Alamo Classroom Solutions  
Applied Educational Systems, Inc.  
Association for Supervision & Curriculum Development dba ASCD  
Attainment Company, Inc.  
Benchmark Education Company, LLC  
Books del Sur  
BrainPOP, LLC  
CareerSafe, LLC  
Cengage Learning, Inc.  
CEV Multimedia, Ltd.

**AWARD AMOUNT**

\$4,000,000 approximately

ClassLink, Inc.  
CodeMonkey Studios, Inc.  
College Board  
Complete Book & Media Supply  
Coughlan Companies, LLC dba Capstone  
Different Roads to Learning  
Discovery Education, Inc.  
Don Johnston, Inc.  
DreamBox Learning, Inc.  
DynEd International, Inc.  
EAI Education  
ECS Learning Systems  
Edgenuity  
Edpuzzle  
eDynamic Learning  
etahand2mind  
Express Booksellers  
Findaway World, LLC  
Follett School Solutions, Inc.  
Forde-Ferrier, LLC  
Frog Publications  
GameSalad, Inc.  
Get Out Escape Room Entertainment dba Escape Rooms Teaching Classrooms  
GF Educators, Inc.  
GL Group Inc., dba Booksource  
Goodheart-Wilcox Publisher  
Hertzberg-New Method, Inc.  
Houghton Mifflin Harcourt  
Imagine Learning, Inc.  
Integral Mathematics, Inc.  
Intercultural Development Research Association (IDRA)  
Istation  
itslearning, Inc.  
IXL Learning  
KAMICO Instructional Media, Inc.  
Kaplan Early Learning Company  
KinderLab Robotics  
Knowledge Matters, Inc.  
Knowre Americans, Inc.  
Knowsys Educational Services, LLC  
Lakeshore Equipment Company dba Lakeshore Learning Materials  
Learn Lounge  
Learning A-Z, LLC  
Legends of Learning  
Mackin Educational Resources

Macmillan Holdings LLC, dba MPS, c/o Bedford, Freeman & Worth Publishing Group  
Mango Languages  
Marco Products, Inc.  
Marie Bou K-12, Inc.  
Mastery Coding, Inc.  
MathWarm-ups.com  
Mentoring Minds, L.P.  
MindPlay  
MT Library Services, Inc. dba Junior Library Guild  
MYVRSPOT, LLC  
Nasco Education, LLC  
National Educational Systems, Inc.  
National School Products  
NearPod, Inc.  
NewPath Learning  
Newsela, Inc.  
Northwest Evaluation Association  
Okapi Educational Publishing, Inc.  
One Way Education  
Open Up Resources  
OverDrive, Inc.  
Oxford University Press  
Pacific Learning  
Pencil Ladies, LLC  
Peoples Education Inc. dba Mastery Education  
PlayMada  
Prufrock Press, Inc.  
QuaverMusic.com, LLC  
RALLY! Education  
Raphel Marketing, Inc. dba Brick Math  
Reading Plus  
Really Good Stuff, LLC  
Really Great Reading Company  
Renaissance Learning, Inc.  
Renzulli Learning, LLC  
Rosetta Stone Ltd.  
Saddleback Educational, Inc.  
Scholastic, Inc.  
School Specialty, Inc.  
Scientific Learning Corporation  
SDE, Inc. dba Stenhouse Publishers and dba Staff Development for Educators  
Shmoop University, Inc.  
Sirius Education Solutions  
Social Studies School Service / Nystrom Education  
Studies Weekly

Supporting Science, Inc.  
 Teaching Strategies, LLC  
 Technical Laboratory Systems, Inc.  
 Tech Terra Education  
 Textbook Brokers, Inc. dba K-12Savings  
 Textbook Warehouse  
 The JOLEABIS Center for Health & Economic Equity, LLC  
 The Princeton Review  
 The Rosen Publishing Group, Inc.  
 The Writing Academy, LLC  
 Think Big Learning  
 TouchMath Acquisition, LLC  
 UBTECH ROBOTICS CORP.  
 UWorld  
 Vista Higher Learning, Inc.  
 Voyager Sopris Learning, Inc.  
 VWR International, LLC dba (Ward's Science)  
 VWR International, LLC dba (Sargent Welch)  
 Waterford Research Institute  
 Western Psychological Services  
 White Rock Cybersecurity  
 William H. Sadlier, Inc.  
 Writing by Design  
 Youthlight, Inc.  
 Zaner-Bloser, Inc.  
 Zearn

2. The Board is requested to approve the purchase of Consultants, Speakers and Program Presenters for Professional Development, District/Campus Support and Student/Staff Programs. This purchase will provide professional development training, consulting, speeches at conferences or programs, developing educational assessments to SAISD Staff including related purchases of materials and supplies for District-wide use on an “as needed” basis.

- Recommended by: Academics & School Leadership
- Submitted by: Patti Salzmman
- Selection Method: Request for Proposal – RFP #20-015(VC)
- Contract Term: Period covering August 1, 2020 through July 31, 2021  
 Funding Source: Various Funding  
 (Subject to availability of funding for the 2020-2021 school year)

**VENDORS**

**AWARD AMOUNT**

Accelerate Learning, Inc.

\$3,500,000 approximately

Akoban, LLC

Associates for Educational Success

Association for Supervision and Curriculum Development dba ASCD

AVID Center  
BCG-North America Corp. dba BCG Learning Solutions  
Brilliant Bilingual, LLC  
CalidadEd Consulting  
College Board  
Communities in Schools of San Antonio  
Corwin Press, Inc.  
Crea Curriculum and Consulting  
designEDengagement, PBC  
Discovery Education, Inc.  
Dual Language Education of New Mexico  
E3 Alliance  
E4E Consulting  
Edgenuity  
Ellevation, Inc.  
EMRG  
Engage! Learning, Inc., dba engage2learn  
ESC 20  
FACTS Education Solutions, LLC  
Flippen Group  
Forde-Ferrier, LLC  
Greenwood Publishing dba Heinemann  
Heather's Behavior Support Services  
Honor Moorman Consulting  
Houghton Mifflin Harcourt  
Houston Education Leadership Partners  
Inflexion  
Intercultural Development Research Association (IDRA)  
JL Hinds Consulting  
KinderLab Robotics, Inc.  
Lakeshore Equipment Company dba Lakeshore Learning Materials  
Lead4ward, LLC  
Leadership Empowerment Group  
Leadervation Learning.com  
Learning Sciences International, LLC  
Literacy Squared, University of Colorado Boulder  
Lott Educational Consulting, LLC  
Luz Roth Global Vida Consultant  
McREL International  
Mentoring Minds, L.P.  
NEDRP, LLC  
NuMinds Enrichment, LLC  
Payton, Nix & Associates, LLC  
Pencil Ladies, LLC  
REAL School Gardens dba Out Teach

Region 18 Education Service Center  
 Saddleback Educational, Inc.  
 Scholastic, Inc.  
 Scientific Learning Corporation  
 SDE, Inc. dba Stenhouse Publishers & dba Staff Development for Educators  
 Social Studies School Service / Nystrom Education  
 Tech Terra Education  
 Tez Jones Training Solutions, LLC  
 The DoSeum  
 The Princeton Review  
 The Writing Academy, LLC  
 Think Big Learning  
 Top-Notch CEO  
 TouchMath Acquisition, LLC  
 TransformEd Consulting  
 Valley Speech Language and Learning Center  
 Velasquez Press  
 Voyager Sopris Learning, Inc.

3. The Board is requested to approve the purchase of Smart Snack Ice Cream in support of campus cafeterias District-wide, during the 2020-2021 School Year on an “as needed” basis. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.
- Recommended by: Child Nutrition Services
  - Submitted by: Dr. Jennifer Sides
  - Selection Method: Invitation for Bid – IFB #20-013(LA)
  - Contract Term: Period covering July 1, 2020 through June 30, 2021 with the option to renew for four (4) additional one (1) year periods
  - Funding Source: Federal – 240-35-6341-03-887-1-99-0-00  
 (Subject to availability of funding for the 2020-2021 school year)

**VENDOR**

BlueBonnet DSD Irving, Inc.

**AWARD AMOUNT**

\$179,164 (annually) approximately

4. The Board is requested to approve the purchase of Smart Snack, Assorted Program Food and Beverages in support of campus cafeterias District-wide, during the 2020-2021 School Year on an “as needed” basis. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.
- Recommended by: Child Nutrition Services
  - Submitted by: Dr. Jennifer Sides
  - Selection Method: Request for Proposal – RFP #20-020(VC)
  - Contract Term: Period covering July 1, 2020 through June 30, 2021 with the option to renew for four (4) additional one (1) year periods
  - Funding Source: Federal – 240-35-6341-03-887-1-99-0-00  
(Subject to availability of funding for the 2020-2021 school year)

**VENDOR**

The Masters Distribution

**AWARD AMOUNT**

\$1,111,405 (annually) approximately

5. The Board is requested to approve the purchase of Taco, Chalupa Shells and Tortillas on an “as needed” basis in support of District-wide School Cafeterias and Administrative Dining Room.
- Recommended by: Child Nutrition Services
  - Submitted by: Dr. Jennifer Sides
  - Selection Method: Texas 20 Purchasing Cooperative, RFP #2817-E2
  - Contract Term: Period covering July 15, 2020 through July 14, 2021
  - Funding Source: Federal – 240-35-6341-01-887-1-99-000  
(Subject to availability of funding for the 2020-2021 school year)

**VENDOR**

SA Sanitary Tortilla, Inc.,

**AWARD AMOUNT**

\$500,000 approximately

6. The Board is requested to approve the purchase of Racking System and Equipment in support of the Child Nutrition Warehouse Operations. This purchase will allow Child Nutrition Services to store food and miscellaneous items in the warehouse and be able to select and prepare orders for campus cafeterias District-wide.
- Recommended by: Child Nutrition Services
  - Submitted by: Dr. Jennifer Sides
  - Selection Method: Buy Board Purchasing Cooperative Contract #597-19
  - Contract Term: Period covering July 1, 2020 through June 30, 2021
  - Funding Source: Federal – 240-35-6639-00-887-1-99-0-00  
(Subject to availability of funding for the 2020-2021 school year)

**VENDOR**

Briggs Equipment

**AWARD AMOUNT**

\$385,107 approximately

7. The Board is requested to approve the purchase of a Refrigerated Truck in support of the Child Nutrition Warehouse Operations. This purchase will allow Child Nutrition Services to deliver food items to campus cafeterias District-wide.

- Recommended by: Child Nutrition Services
- Submitted by: Dr. Jennifer Sides
- Selection Method: Buy Board Purchasing Cooperative Contract #601-19
- Contract Term: Period covering July 1, 2020 through June 30, 2021
- Funding Source: Federal – 240-35-6631-00-887-1-99-0-00  
(Subject to availability of funding for the 2020-2021 school year)

**VENDOR**

Grande Truck Center

**AWARD AMOUNT**

\$124,301 approximately

8. The Board is requested to approve the rental of a Refrigerated Truck in support of the Child Nutrition Warehouse Operations. This purchase will allow Child Nutrition Services to deliver food items to campus cafeterias District-wide on an “as needed” basis.

- Recommended by: Child Nutrition Services
- Submitted by: Dr. Jennifer Sides
- Selection Method: Northeast ISD - Contract #137-18
- Contract Term: Period covering July 1, 2020 through June 30, 2021
- Funding Source: Federal – 240-35-6269-00-887-1-99-0-00  
(Subject to availability of funding for the 2020-2021 school year)

**VENDOR**

Penske

**AWARD AMOUNT**

\$80,000 approximately

9. The Board is requested to approve the purchase of Grant Evaluation Services to include evaluation planning and implementation, orientation and monitoring, evaluation instruments, data collections and analysis, evaluation reporting and consultation and dissemination of evaluation results. The purchase will be utilized on an “as needed” basis District-wide by current and future SAISD project directors implementing grant funded projects. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.

- Recommended by: District Grants
- Submitted by: John Strelchun
- Selection Method: Request for Qualifications – RFQ #20-019(VC)
- Contract Term: Period covering July 1, 2020 through June 30, 2025
- Funding Source: Various – appropriate budget codes will be established upon receipt of NOGA’s  
(Subject to availability of funding for the 2020-2021 school year)

**VENDORS**

Basis Policy Research, LLC  
Intercultural Development Research  
Association (IDRA)  
Prismatic Services  
Steuck & Associates, LLC  
Westat Proposal Development  
Wexford, Inc.

**AWARD AMOUNT**

\$300,000 (annually) approximately

10. The Board is requested to approve the purchase of Temporary Labor Services. The purchase will be utilized on an “as needed” basis District-wide. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.

- Recommended by: Facilities Services
  - Submitted by: Fred Padilla
  - Selection Method: Invitation for Bid – IFB #20-008(AS)
  - Contract Term: Period covering July 1, 2020 through June 30, 2022 with the option to renew for three (3) additional one (1) year periods
  - Funding Source: Local – 199-51-6299-01-933-1-99-000 - \$ 75,000  
                           Local - 199-51-6299-01-934-1-99-000 - \$250,000  
                           Local – 1XX-51-6299-03-932-1-99-000 - \$200,000  
                           Local – 1XX-XX-6299-XX-93X-1-99-XXX - \$ 80,000  
                           Bond – 6XX-81-6299-XX-XXX-X-99-XXX - \$170,000  
                           (Contingent upon approval of 2020-2021 budget)
- Federal – 240-35-6299-01-887-X-99-000 – \$200,000  
 (Subject to availability of funding for the 2020-2021 school year)

**VENDORS**

22<sup>nd</sup> Century Technologies, Inc.  
 All Employment Solutions, LLC  
 Industryone Staffing  
 Marathon Staffing Group, Inc.  
 PrimaCore Solutions, LLC  
 Reliable Staffing Corporation  
[www.buzzclan.com](http://www.buzzclan.com) (BuzzClan, LLC)

**AWARD AMOUNT**

\$975,000 (annually) approximately

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

### PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase:  
"General Student Learning Materials & Software." These materials may include educational interactive software, e-learning platforms, books, workbook consumables, assessments, and associated curriculum guides. Materials are research based, with quality instructional practices, instructional relevance, and alignment to the Texas Essential Knowledge and Skills.

2. How will goods and/or services be used? (List Campus/Grades impacted):  
To provide general instructional materials and software for students in grades PreK-12.

3. Submitted by: Patti Salzmann Academics & Sch'l Ldrshp 05/20/2020  
Printed Name Department Date

4. Recommended Vendor(s): Company Name: see attached list  
Address: see attached list  
City/State/Zip: see attached list  
Phone No: see attached list  
Point of Contact: see attached list  
E-mail Address: see attached list  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: 20-014(AS)  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: \_\_\_\_\_  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services  
 Sole Source Contract Expiration Date: 07/31/2021  
 Other

6. Purchase valid from: 08/01/2020 through: 07/31/2021

7. For Competitive Purchases Only: Renewals: Yes \_\_\_\_\_ No   
No. of Renewals: \_\_\_\_\_

8. Type of Request: (check one)  
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure

9. Annual Cost for Goods and/or Services to be Purchased: \$ 4,000,000.00  
*Approximately*

10. Funding Source(s) – check all that apply: Federal  State  Local  Bond \_\_\_\_\_  
Provide Budget Codes & Descriptions: Subject to availability of funding for the 2020-2021 school year.

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance ( <i>Director, Employee Benefits signs below</i> )	\$ 0

<u>Patti Salzman</u>	Patti Salzman	5/19/2020
Requestor Signature	Type Name	Date

<hr/>	<hr/>	<hr/>
Sr. Executive Director/Executive Director Signature	Type Name	Date

<hr/>	<hr/>	<hr/>
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date

<u>Patti Salzman</u>	Patti Salzman	5/19/2020
Chief Academic Officer Signature	Type Name	Date

<u>Kim Tocci</u>	Kim Tocci	5/19/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<u>Willie J. Burroughs</u>	Willie Burroughs	5/19/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<u>Larry A. Garza</u>	Larry Garza	05/21/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date

<hr/>	<u>Dr. Kenneth Thompson</u>	<hr/>
Chief Technology Officer, Technology & MIS Signature	Type Name	Date

<hr/>	<u>Mohammed A. Choudhury</u>	<hr/>
Chief Innovation Officer, Office of Innovation Signature	Type Name	Date

<hr/>	<u>Lorena Rios</u>	<hr/>
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

<hr/>	<u>Toni Thompson</u>	<hr/>
Associate Superintendent, Human Resources Signature	Type Name	Date

Revised: August 9, 2019

Reviewed By: **RC** 5/19/2020

## IFB# 20-014 Awarded Vendors

<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
Accelerate Learning, Inc.	5177 Richmond Ave., Suite 1025	Houston, TX 77056	Kent B. Donges	800-531-0864	stemscopes@acceleratelearning.com
Achieve3000	331 Newman Springs Road, Ste 304	Red Bank, NJ 07701	Nicholas Bates	888-968-6822	proposal.services@achieve3000.com
Alamo Classroom Solutions	14042 Nacogdoches Rd. Suite 1	San Antonio, TX 78247	Miriam Guzman	210-473-1585	mguzman@alamocrsolutions.com
Applied Educational Systems, Inc.	312 E. Walnut St., Suite 200	Lancaster, PA 17602	Alex Schultz	800-220-2175	alex.schultz@aeducation.com
Association for Supervision and Curriculum Development, dba ASCD	1703 North Beauregard Street	Alexandria, VA 22311	Matt Monjiam	800-933-2723	ascdrfmanager@ascd.org
Attainment Company, Inc.	504 Commerce Parkway	Verona, WI 53593	Kandi Lockard	800-327-4269	bidspec@attainmentcompany.com
Benchmark Education Company, LLC	145 Hugguenot Street, 8th Floor	New Rochelle, NY 10801	Nolen Harris	914-637-7200	nharris@benchmarkeducation.com
Books del Sur	1375 Heron Drive	Antioch, IL 60002	Heather Robertson-Devine	224-267-2167	sales@booksdelsur.org
BrainPOP LLC	71 W 23rd St., 17th Floor	New York, NY 10010	H. Scott Kirkpatrick, Jr.	212-574-6000	info@brainpop.com
CareerSafe LLC	1005 University Dr. E.	College Station, TX 77840	Brian Crowder	888-614-7233	orders@careersafeonline.com
Cengage Learning, Inc.	200 Pier Four Blvd.	Boston, MA 02210	Jennifer Fritsch	800-877-4253	bidteam@cengage.com
CEV Multimedia, Ltd.	1020 SE Loop 289	Lubbock, TX 79404	Karen Crowell	800-922-9965	accounting@cevmultimedia.com

## IFB# 20-014 Awarded Vendors

<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
ClassLink, Inc.	45 E. Madison Ave., Suite 7	Clifton, NJ 07011	Mary Keith	888-963-7550	mkeith@classlink.com
CodeMonkey Studios, Inc.	2345 Yale St. 1st Floor	Palo Alto, CA 94306	Leena Saleh	888-299-3294	leena.s@codemonkey.com
College Board	250 Vesey St.	New York, NY 10281	Debbie Shepard	512-721-1822	njoves@collegeboard.org
Complete Book and Media Supply	1200 Toro Grande Dr.	Cedar Park, TX 78613	Paul Gordon	512-616-0400	paul@completebook.com
Coughlan Companies LLC dba Capstone	1710 Roe Crest Drive	North Mankato, MN 56003	Doug Smith	800-747-4992	bids@capstonepub.com
Different Roads To Learning	121 West 27th Street, 1003B	New York, NY 10001	Hannah Cavins-Wolford	800-853-1057	info@diffearn.com
Discovery Education, Inc.	4350 Congress Street, Suite 700	Charlotte, NC 28209	Kelli Campbell	800-323-9084	jneitzel@discoveryed.com
Don Johnston Incorporated	26799 West Commerce Drive	Volo, IL 60073	Baylee Royal	800-999-4660	bids@donjohnston.com
DreamBox Learning, Inc	600 108th Ave NE Ste. 805	Bellevue, WA 98004	Lance Ludman	877-451-7845	schools@dreambox.com
DynEd International, Inc.	75 E. Santa Clara St., 6th Floor	San Jose, CA 95113	Luis Amelinckx	650-375-7011	lamelinckx@dyned.com
EAI Education	118 Bauer Dr.	Oakland, NJ 07436	Lisa McMorrow	800-770-8010	sales@eaieducation.com
ECS Learning Systems	P.O. Box 440	Bulverde, TX 78163-0440	Mary Jo Eldridge	800-688-3224	rfps@esclearningsystems.com

## IFB# 20-014 Awarded Vendors

<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
Edgenuity	8860 E. Chaparral Rd. Suite 100	Scottsdale, AZ 85250	Lynette McVay	480-675-7284	lynette.mcvay@edgenuity.com
Edpuzzle	P. O. Box 446	San Francisco, CA 94104-0446	Joaquim Sabria	510-842-6827	SF@edpuzzle.com
eDynamic Learning	256-1256 Main Street	Southlake, TX 96092	Ricci Blackwell	877-585-2029	invoicing@edynamiclearning.com
etahand2mind	500 Greenview Court	Vernon Hills, IL 60061	Rashonda Carroll	800-445-5985	bids@hand2mind.com
Express Booksellers	1250 Majesty Dr.	Dallas, TX 75247	Jule Maxwell	866-993-6501	jule@expressbooksellers.com
Findaway World, LLC	31999 Aurora Rd.	Solon, OH 44139	Brian Balash	513-403-2518	bbalash@findaway.com
Follett School Solutions, Inc.	1340 Ridgeview Dr.	McHenry, IL 60050	Anthony Pfistet	888-511-5114	fssbidadmin@follett.com
Forde-Ferrier, LLC	4715 Newcome	San Antonio, TX 78229	Hector Rivera	800-575-8269	hector@fordeferrier.com
Frog Publications	11820 Uradro Pl., Ste. 105	San Antonio, FL 33576	Wendy Alli	800-777-3764	bids@frog.com
GameSalad, Inc	6836 Austin Center Blvd, Suite 165	Austin, TX 78731	Julie Froehling	844-837-8387	education@gamesalad.com
Get Out Escape Room Entertainment dba Escape Rooms Teaching Classrooms	2906A Specialty Drive	Tyler, TX 75707	Christopher Nesbitt	903-216-0662	cn@getoutet.com

## IFB# 20-014 Awarded Vendors

<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
GF Educators, Inc	P.O. Box 1309	Mineola, TX 75773	Patsy Gutierrez	866-425-4155	patsy@stepupteks.com
GL Group Inc., dba Booksource	1230 Macklind Ave.	St. Louis, MO 63110	Lindsey Rug	800-444-0435	bids@booksource.com
Goodheart-Willcox Publisher	18604 West Creek Drive	Tinley Park, IL 60586	Kelly Jackson	800-323-0440	custserv@g-w.com
Hertzberg-New Method, Inc.	617 E. Vandalia Road	Jacksonville, IL 62650	Carol Foster	800-637-6581	fosterc@perma-bound.com
Houghton Mifflin Harcourt	2700 La Frontera Blvd., Suite 100	Round Rock, TX 78681	Lisa Jacobson	512-721-7212	hmh.bids@hmhco.com
Imagine Learning, Inc.	342 West Park Circle, Suite 100	Provo, UT 84604	Mark Preator	866-377-5071	mark.preator@imaginelearning.com
Integral Mathematics, Inc.	8936 Kennnsington St.	Frisco, TX 75036	kelli Mallory	214-471-5460	integralmathematics@gmail.com
Intercultural Development Research Association	5815 Callaghan Road, Suite 101	San Antonio, TX 78228	Celina Moreno	210-444-1710	celina.moreno@idra.org
Istation	8150 North Central Expressway, Suite 200	Dallas, TX 75206	Monika Flood	866-883-7323	proposals@istation.com
itslearning, Inc.	One Gateway Ctr., Ste. 702	Newton, MA 02458	Tara Moroney	626-826-1438	amanda.johnston@itslearning.com
IXL Learning	777 Mariners Island Blvd. Suite 600	San Mateo, CA 94404	Paul Mishkin	650-372-4300	proposals@ixl.com

## IFB# 20-014 Awarded Vendors

<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
KAMICO Instructional Media, Inc.	P.O. Box 1143	Salado, TX 76571	Jeremy McCray	254-947-7283	bids@kamico.com
Kaplan Early Learning Company	1310 Lewisville-Clemmons Rd	Lewisville, NC 27023	Elizabeth Patterson	800-334-2014	bids@kaplanco.com
KinderLab Robotics	7 Sun Street	Waltham, MA 02453	Jeff Starr	617-894-4022	info@kinderlabrobotics.com
Knowledge Matters, Inc.	4 Bay Rd., Suite B-101	Hadley, MA 01035	Bruce Wilder	877-965-3276	wilder@knowledgematters.com
Knowre Americas, Inc	205 E 42 St., Floor 20	New York, NY 10017	John Standal	888-533-1311	jstandal@knowre.com
Knowsys Educational Services, LLC	P.O. Box 384	La Ward, TX 77970	Sheila Griffith	512-961-8522	info@myknowsys.com
Lakeshore Equipment Company dba Lakeshore Learning Materials	2695 E. Dominguez St.	Carson, CA 90895	Malissa Ramos	800-421-5354	biddept@lakeshorelearning.com
Learn Lounge	1722 Howth Avenue	Houston, TX 77056	Alejandro Magallanes	806-676-5366	alejandro@learnlounge.com
Learning A-Z, LLC	17855 Dallas Parkway, Suite 400	Dallas, TX 75287	Amy Otis	800-547-6747	lazbidscontracts@learninga-z.com
Legends of Learning	500 N. Capitol St. NW# 230	Washington, DC 20001	Aryah Fradkin	443-695-1761	aryah@legendsoflearning.com
Mackin Educational Resources	3505 County Road 42 West	Burnsville, MN 55306	Grace Mundt	800-245-9540	bids@mackin.com

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Macmillan Holdings LLC, d/b/a MPS, c/o Bedford, Freeman and Worth Publishing Group	100 American Metro Blvd., Suite 109	Hamilton, NJ 08619-2371	Tonya Stoll	866-843-3715	adoptions@bfwpub.com
Mango Languages	30445 Northwestern Highway, Ste. 300	Farmington Hills, MI 48334	Adrienne Wells	877-626-4611	adrienne.wells@mangolanguages.com
Marco Products Inc.	P.O. Box 686	Hatfield, PA 19440	Warren Funk	800-448-2197	sales@marcoproducts.com
Marie Bou K12 Inc	5871 Chateaubriand	Montreal, QC, H2S 2N3	Marie Imbault	888-740-7119	marie@mariebouk12.com
Mastery Coding, Inc.	10250 constellation Blvd.	Los Angeles, CA 90067	Ben O'Gradney	813-957-7397	ben@mastercoding.com
MathWarm-Ups.com	45 Meandering Way	Round Rock, TX 78664	Renee Petsche	512-733-2257	sales@mathwarm-ups.com
Mentoring Minds, L.P.	P.O. Box 8843	Tyler, TX 75711	Shad Madsen	800-585-5258	bids@mentoringminds.com
MindPlay	5151 E. Broadway Blvd, Suite 1403	Tucson, AZ 85711	Karen Chase	800-221-7911	karen@mindplay.com
MT Library Services, Inc. dba Junior Library Guild	7858 Industrial Parkway	Plain City, OH 43064	Angela Christianson	800-325-9558	jigbids@juniorlibraryguild.com
MYVRSPOT LLC	P.O. Box 272266	Fort Collins, CO 80527	Lisa Harmison	888-237-6740	lisa@myvrspot.com
Nasco Education LLC	901 Janesville Ave.	Fort Atkinson, WI 53538	Michelle Au	800-558-9595	quotes@enasco.com

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<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
National Educational Systems, Inc.	5405 Bandera Rd., Ste. 110	San Antonio, TX 78238	Sylvia Cantu	800-231-4380	customerservice@shopnes.com
National School Products	1523 Old Niles Ferry Rd.	Maryville, TN 37803	Amy Eakins	800-627-9393	amye@nationalschoolproducts.com
Nearpod Inc.	1855 Griffin Road A290	Dania Beach, FL 33004	Andrea Malatesta	305-677-5030	rfps@nearpod.com
NewPath Learning	760-C Canning Parkway	Victor, NY 14564	Linda Johanneman	800-507-0966	ljohanneman@newpathlearning.com
Newsela, Inc.	620 8thb Avenue Floor 21	New York, NY 10018	Chris Mezzatesta	201-966-9555	chris.mezzatesta@newsela.com
Northwest Evaluation Association	121 NW Everett Street	Portland, OR 97209	Geri Cohen	503-624-1951	proposals@nwea.org
Okapi Educational Publishing, Inc.	42381 Rio Nedo	Temecula, CA 92590-3701	William Eastman	866-652-7436	info@myokapi.com
One Way Education	17010 Cairnlassie St.	Houston, TX 77084	Carlos Salazar	281-965-5140	contact@yoamericano.com
Open Up Resources	1600 El Camino Real Suite 155	Gladstone, OR 97027	Lynda English	412-260-0197	proposas@openup.org
OverDrive, Inc.	One Overdrive Way	Cleveland, OH 44125	Erica Lazzaro	216-573-6886	elazzaro@overdrive.com
Oxford University Press	2001 Evans Rd.	Cary, NE 27513	Jim McDonough	800-445-9714	jim.mcdonough@oup.com

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Pacific Learning	6262 Katella Avenue	Cypress, CA 90630	Nancy Herrera	800-279-0737	nancy.pacificlearning@gmail.com
Pencil Ladies, LLC	998 South State Hwy. 208	Colorado City, TX 79512	Joan Tolle	325-242-0527	joan@penciladies.com
Peoples Education Inc. DBA Mastery Education	25 Philips Parkway, Suite 105	Montvale, NJ 07645	Victoria Kiely	800-822-1080	bdexter@masteryeducation.com
PlayMada	261 Maddison Ave.	New York, NY 10016	Peter Walters	844-222-2320	peterw@playmadagames.com
Prufrock Press Inc	P.O. Box 8813	Waco, TX 76714	Elizabeth Trout	800-998-2208	etrout@prufrock.com
QuaverMusic.com, LLC	65 Music Square West	Nashville, TN 37203	Ken Stoudenmire	866-917-3633	vendors@quavered.com
RALLY! Education	22 Railroad Avenue	Glen Head, NY 11545	Fran Mure	888-99-RALLY	fran@rallyeducation.com
Raphel Marketing, Inc. (d/b/a Brick Math)	211 North Ave.	St. Johnsbury, VT 05819	Janis Raye	802-751-8802	janis@raphel.com
Reading Plus	110 W. Canal Street, suite 301	Winooski, VT 05404	Kelly Scanell	800-732-3758	rfp@readingplus.com
Really Good Stuff, LLC.	5 Research Drive, Suite 150	Shelton, CT 06484	Lynn Yeager	800-366-1920	bidsupport@reallygoodstuff.com
Really Great Reading Company	P.O. Box 46	Cabin Joh, MD 20818	Shari Zimmer	866-240-7323	info@reallygreatreading.com

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<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
Renaissance Learning, Inc.	2911 Peach Street	Wisconsin Rapids, WI 54494	Debra Schoenick	800-338-4204	askproposals@renaissance.com
Renzulli Learning, LLC	837 Whalley Ave.	New Haven, CT 06515	Michael DiMauro	203-680-8301	mdimauro@jpilearning.org
Rosetta Stone Ltd.	135 W. Market Street	Harrisonburg, VA 22801	Sean Hartford	800-788-0822	orders@rosettastone.com
Saddleback Educational, Inc.	151 Kalmus Drive, J-1	Costa Mesa, CA 92626	Brittany Gomez	714-640-5200	bids@sdlback.com
Scholastic Inc.	557 Broadway	New York, NY 10012	Toni Abrahams	800-825-4579	rfp-scholastic@scholastic.com
School Specialty Inc	W6316 Design Dr.	Greenville, WI 54942	Amy Fuss	888-388-3224	bidnotices@schoolspecialty.com
Scientific Learning Corporation	1956 Webster Street, Suite 200	Oakland, CA 94612	Chris Brookhart	888-665-9707	rfpteam@scilearn.com
SDE, Inc. dba Stenhouse Publishers and dba Staff Development for Educators	282 Corporate Drive, Suite 1	Portsmouth, NH 03801	Jennifer Selby	800-988-9812	jselby@sde.com
Shmoop University, Inc.	14500 N. Northsight Blvd., Suite 321	Scottsdale, AZ 85260	Andrew Rahden	855-574-6667	rfp@schmoop.com
Sirius Education Solutions	1108 Lavaca Street, Suite 110-197	Austin, TX 78701	Susan Bernal	800-942-1379	procurement@siriuseducationsolutions.com
Social Studies School Service / Nystrom Education	10200 Jefferson Blvd.	Culver City, CA 90232	David Weiner	800-421-4246	bids@socialstudies.com

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Studies Weekly	1140 North 1430 West	Orem, UT 84057	Linda Miller	866-311-8734	support@studiesweekly.com
Supporting Science, Inc.	275 Campfire Way	Smithville, TX 78957	Roosemary Martin	512-237-2538	ssibastrop@gmail.com
Teaching Strategies, LLC	4500 East West Highway Suite #300	Bethesda, MD 20814	Heather O'Shea	301-634-0818	legal@teachingstrategies.com
Technical Laboratory Systems, Inc.	P.O. Box 218609	Houston, TX 77218-0609	Timothy Brown	800-445-1088	sales@tech-labs.com
TechTerra Education	5102 Durham-Chapel Hill Blvd., Suite #210	Durham, NC 27707	John Putnam	919-519-9097	john@techtterraeducation.com
Textbook Brokers Inc. dba K12Savings	911 Rochester Rd.	Sparta, MO 65753	Dylan Silkey	888-336-7101	dylan@k12savings.com
Textbook Warehouse	936 Curie Dr.	Alpharetta, GA 30005	Stefanie Ford	800-796-9152	bids@textbookwarehouse.com
The JOLEABIS Center for Health & Economic Equity, LLC	4432 Ivory Jade Avenue	North Las Vegas, NV 89031	Sabrina Hagan-Finks	702-328-5377	inquiry@joleabis.com
The Princeton Review	110 East 42nd Street, Suite 700	New York, NY 10017	Brian Culbreth	919-434-0386	brian.culbreth@review.com
The Rosen Publishing Group, Inc	29 E 21st Street	New York, NY 10010	Arlene Riley	800-237-9932	bids@rosenpub.com
The Writing Academy, LLC	3502 Columbia Memorial Pkwy	Kemah, TX 77565	Randi Whitney	281-549-4466	kelly@twa.net

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<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
Think Big Learning	3932 Bridgeview Ln.	Nashville, TN 37221	Tobi McMillan	806-441-6712	thinkbig@thinkbiglearning.net
TouchMath Acquisition LLC	5445 Mark Dabling Blvd., Ste 200	Colorado Springs, CO 80918	Nancy Lawrence	800-888-9191	contracts@touchmath.com
UBTECH ROBOTICS CORP	767 s. Alameda St., Suite 250	Los Angeles, CA 90021	Buddy Harris	800-276-6137	buddy.harris@ubtecheducation.com
UWorld	9111 Cypress BLVD, Suite 300	Dallas, Tx. 75019	Dale Fleury	972-887-3293	dfleury@uworld.com
Vista Higher Learning, Inc.	500 Boylston St., #620	Boston, MA. 02116	Arturo Castellón	(800) 269-6311	cleiva@vistahigherlearning.com
Voyager Sopris Learning, Inc.	17855 Dallas Parkway, Suite 400	Dallas, TX 75287	Amy Otis	800-547-6747	vsibidscontracts@voyagersopris.com
VWR International, LLC (Ward's Science)	5099 West Henrietta Road	Rochester, NY 14691	Mark Tringali	800-962-2659	mark.tringali@vwr.com
VWR International, LLC-Sargent Welch	5100 West Henrietta Road	Rochester, NY 14692	Mark Tringali	800-962-2660	mark.tringali@vwr.com
Waterford Research Institute	1590 E 9400 S	Sandy, UT 84093	Tom Ness	801-349-2200	txrfp@waterford.org
Western Psychological Services	625 Alaska Ave.	Torrance, CA 90503	Sharon Maloney	800-648-8857	customerservice@wpspublish.com
White Rock Cybersecurity	8533 Ferndale Rd #101	Dallas, TX 75238	Odessa Criales-Smith	214-613-1568	odessa@wrsecure.com

**IFB# 20-014 Awarded Vendors**

<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
William H. Sadlier, Inc	9 Pine St. 7th Fl	New York, NY 10005	Kevin O'Donnell	800-221-5175	lgambale@sadlier.com
Writing by Design	855 South Main Ave., Ste. K #404	Fallbrook, CA 92028	Dr. Karen Dubrule	888-847-9845	info@WritingbyDesignK8.com
Youthlight, Inc	PO BOX 115	Chapin, SC 29036	Sandra C McCarthy	800-930-1033	smccarthy@youthlightbooks.com
Zaner-Bloser, Inc.	1400 Goodale Blvd.	Columbus, OH 43212	Robert Heighton	800-421-3018	leslie.shawver@zaner-bloser.com
Zearn	261 W 35th St. FL 15	New York, NY 10001	Shalinee Sharma	212-967-6070	info@zearn.org

**PROCUREMENT SERVICES CONSENT AGENDA FORM**

1. Description of goods, services and/or contract recommended for purchase:  
"Consultants, Speakers, and Program Presenters for Professional Development, District/Campus Support and Student/Staff Programs"
  
2. How will goods and/or services be used? (List Campus/Grades impacted):  
To provide professional development training, consulting, speeches at conferences or programs, developing educational curriculum, developing educational assessments, to SAISD staff, including related purchases of materials and supplies. Services provided will be determined as needed.
  
3. Submitted by: Patti Salzmann      Academics & Schl Ldrshp      05/20/2020  

Printed Name
Department
Date
  
4. Recommended Vendor(s): Company Name: see attached list  
Address: see attached list  
City/State/Zip: see attached list  
Phone No: see attached list  
Point of Contact: see attached list  
E-mail Address: see attached list  
*(Use a separate sheet to identify multiple vendors)*
  
5. Selection Method Used: (check one)

Competitive Purchase (RFP, RFQ, IFB),  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard),  
 Interlocal (i.e. NISD, Judson ISD, NEISD),  
 Professional Services  
 Sole Source  
 Other

Contract #: 20-015 (VC)  
Coop Name / Contract #: \_\_\_\_\_  
Contract #: \_\_\_\_\_  
Contract Expiration Date: 07/31/2021
  
6. Purchase valid from: 08/01/2020 through: 07/31/2021
  
7. For Competitive Purchases Only: Renewals: Yes \_\_\_\_\_ No   
No. of Renewals: \_\_\_\_\_
  
8. Type of Request: (check one)
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure
  
9. Annual Cost for Goods and/or Services to be Purchased: \$ 3,500,000.00  
*Approximately*
  
10. Funding Source(s) – check all that apply: Federal  State  Local  Bond \_\_\_\_\_  
Provide Budget Codes & Descriptions: Subject to availability of funding for  
the 2020-2021 school year.  
\_\_\_\_\_  
\_\_\_\_\_
  
11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance ( <i>Director, Employee Benefits signs below</i> )	\$ 0

<u>Patti Salzmann</u>	Patti Salzmann	5/19/2020
Requestor Signature	Type Name	Date
_____ Sr. Executive Director/Executive Director Signature	_____ Type Name	_____ Date
_____ Associate Superintendent/Assistant Superintendent Signature	_____ Type Name	_____ Date
<u>Patti Salzmann</u>	Patti Salzmann	5/19/2020
Chief Academic Officer Signature	Type Name	Date
<u>Kim Tocci</u>	Kim Tocci	5/19/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<u>Willie J. Burroughs</u>	Willie Burroughs	5/19/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
<u>Larry A. Garza</u>	Larry Garza	5/19/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date
_____ Chief Technology Officer, Technology & MIS Signature	_____ Dr. Kenneth Thompson Type Name	_____ Date
_____ Chief Innovation Officer, Office of Innovation Signature	_____ Mohammed A. Choudhury Type Name	_____ Date
_____ Director, Employee Benefits, Risk Management & Safety Signature	_____ Lorena Rios Type Name	_____ Date
_____ Associate Superintendent, Human Resources Signature	_____ Toni Thompson Type Name	_____ Date

Revised: August 9, 2019

Reviewed By: **RC** 5/19/2020

## RFP# 20-015 Awarded Vendors

<u>Vendor</u>	<u>Address</u>	<u>City and State</u>	<u>Point of Contact</u>	<u>Phone No.</u>	<u>Email Address</u>
Accelerate Learning, Inc.	5177 Richmond Ave., Suite 1025	Houston, TX 77056	Kent B. Donges	800-531-0864	stemscopes@acceleratelearning.com
Akoben LLC	364 E. Main Street Suite 1405	Middletown, DE 19709	Malik Muhammad	302-379-1043	admin@akoben.org
Associates for Educational Success	190 S. Calle Chaparita	Tucson, AZ 85716	Marco Ramirez	520-904-1530	marco@mathpd.com
Association for Supervision and Curriculum Development, dba ASCD	1703 North Beauregard Street	Alexandria, VA 22311	Matt Monjam	800-933-2723	ascdrfpmanager@ascd.org
AVID Center	9797 Aero Drive, Suite 100	San Diego, CA 92123	David Greulich	858-380-4800	contracts@avid.org
BCG-North America Corp dba BCG Learning Solutions	211 S. Clark Street, A3086	Chicago, IL 60604	Dr. Sean Bailey	847-893-6046	bcgmain@bcg-northamerica.com
Brilliant Bilingual, LLC	6595 Roswell Rd., Suite G-1089	Atlanta, GA 30328	Catrice Barrett, Ph.D.	470-499-4440	catrice@brilliantbilingual.com
CalidadEd Consulting	5755 Sweet Desiree	San Antonio, TX 78253	Alicia Alvarez-Calderon	210-372-4347	aliciaaam@yahoo.com
College Board	250 Vesey St.	New York, NY 10281	Debbie Shepard	512-721-1822	njoves@collegeboard.org
Communities In Schools of San Antonio	1616 E. Commerce St. Bldg 1	San Antonio, TX 78205	Jessica Weaver	210-520-8440	jweaver@cissa.org
Corwin Press, Inc.	2455 Teller Road	Thousand Oaks, CA 91320	Natasha Korri	800-233-9936	natasha.korri@corwin.com
Crea Curriculum and Consulting	102 Wellesley Blvd	San Antonio, TX 78209	Stephanie Mendeloff	713-410-5801	stephanie@creaeducation.org
designEDengagement, PBC	13117 Heneman Drive	Pflugerville, TX 78660	Marcela Andres	512-749-9071	marcela@designEDengagement.com

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Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Discovery Education, Inc.	4350 Congress Street, Suite 700	Charlotte, NC 28209	Kelli Campbell	800-323-9084	jneitzel@discoveryed.com
Dual Language Education of New Mexico	1309 4th St. SW, Suite E	Albuquerque, NM 87102	Melanie Gatewood	505-243-0648	melanie@dlenm.org
E3 Alliance	5930 Middle Fiscville Road, Suite 507	Austin, TX 78752	Lori Davis	512-689-9776	ldavis@e3alliance.org
E4E Consulting	6506 CR6410	Lubbock, TX 79416	Jenny Gaona	806-470-0581	jenny@e4e.online
Edgenuity	8860 E. Chaparral Rd. Suite 100	Scottsdale, AZ 85250	Lynette McVay	480-675-7284	lynette.mcvay@edgenuity.com
Ellevation Inc.	38 Chauncy Street, Floor 9	Boston, MA 02111	Edward Rice	617-307-5755	sales@ellevationeducation.com
EMRG	1320 E. Washington St.	Louisville, KY 40206	Malory Jennings	502-471-7062	mjennings@film180.com
Engage! Learning, Inc. dba engage2learn	307 Inverness Pt.	Portland, TX 78374	Karen Cole	361-704-9654	karen.cole@engage2learn.org
ESC-20	1314 Hines Ave.	San Antonio, TX 78208	Jeff Goldhorn, Ph.D.	210-370-5200	jeff.goldhorn@esc20.net
FACTS Education Solutions, LLC	121 S. 13th Street	Lincoln, NE 68508	Patrick Haggarty	402-325-7594	phaggarty@factsmgt.com
Flippen Group	1199 Haywood Drive	College Station, TX 77845	Dr. Michael Holt	979-575-7884	michael.holt@flippengroup.com
Forde-Ferrier, LLC	4715 Newcome	San Antonio, TX 78229	Hector Rivera	800-575-8269	hector@fordeferrier.com
Greenwood Publishing DBA Heinemann	361 Hanover Street	Portsmouth, NH 03801	Marilyn Easton	800-541-2086	Sheila.delay@heinemann.com

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Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Heather's Behavior Support Services	#3 Road 6285	Kirtland, NM 87417	Heather Robbins	505-402-6142	hldrobbins@gmail.com
Honor Moorman Consulting	721 Ninth Street	Brazoria, TX 77422	Honor Moorman	210-364-1867	hmoormanconsulting@gmail.com
Houghton Mifflin Harcourt	1900 South Batavia Avenue	Geneva, IL 60134	shawn Weirather	800-225-5425	hnh.bids@hmhco.com
Houston Education Leadership Partners	12602 Summer Lake Ranch Dr.	Houston, TX 77044-2646	Cecilia Hawkins	281-830-6667	chawkins@leadershippartnerstx.com
Inflexion	360 E. 11th, Suite 300	Eugene, OR 97401	Brandi Peterson	541-246-2600	brandi.peterson@inflexion.org
Intercultural Development Research Association	5815 Callaghan Road, Suite 101	San Antonio, TX 78228	Celina Moreno	210-444-1710	celina.moreno@idra.org
JL Hinds Consulting	1518 Crescent Way	San Antonio, TX 78258	John Hinds	210-386-6202	jhindsc consulting@gmail.com
KinderLab Robotics, Inc.	7 Sun Street	Waltham, MA 02453	Jeff Starr	617-894-4022	info@kinderlabrobotics.com
Lakeshore Equipment Company dba Lakeshore Learning Materials	2695 E. Dominguez St.	Carson, CA 90895	Malissa Ramos	800-421-5354	biddept@lakeshorelearning.com
lead4ward, LLC	3400 Coit Rd. #261007	Plano, TX 75026	Kim Lehman	512-201-2999	info@lead4ward.com
Leadership Empowerment Group, LLC.	1811 S. Laredo Ste., 104A	San Antonio, TX 78207	Barbara Baggerly-Hinojosa	956-565-2425	barbara@leadershipempowermentgroup.com
Leadervation Learning.com	303 S. Broadway, Suite B126	Denver, CO 80209	Vernita Mayfield, Ph.D.	720-949-5449	vernita@leadervationlearning.com
Learning Sciences International, LLC	175 Cornell Road, Suite 18	Blairsville, PA 15717-8076	Michelle Dean	561-568-7195	mdean@learningsciences.com

### RFP# 20-015 Awarded Vendors

Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Literacy Squared, University of Colorado Boulder	UCB 429	Boulder, CO 80309	Susan Hopewell, Ph.D.	303-492-8479	susan.hopewell@colorado.edu
Lott Educational Consulting, LLC	18339 Valencia Vis	San Antonio, TX 78259	Rufus Lott III	210-241-9132	rflott3@lotteu.com
Luz Roth Global Vida Consultant	5606 SMU Blvd. PO Box #600052	Dallas, TX 75360-0052	Viviana Hall	214-794-0790	viviana.hall@globalvida.net
McREL International	4601 DTC Boulevard, Suite 500	Denver, CO 80237	Sue Desch	800-858-6830	sdesch@mcrel.org
Mentoring Minds, L.P.	P.O. Box 8843	Tyler, TX 75711	Shad Madsen	800-585-5258	bids@mentoringminds.com
NEDRP, LLC	652 Brittany	Canyon Lake, TX 78133	Sarah Nunn	844-TEACHRP	sarah@nedrp.com
NuMinds Enrichment, LLC	2100 N. Greenville Ave., Suite 900	Richardson, TX 75082	Shaena Whitney	877-678-7671	shaena@numien.com
Payton, Nix & Associates, LLC	P.O. Box 9417661228 Galway Drive	Lucas, TX 75002	Charles Nix	469-512-2700	charles.nix1228@gmail.com
Pencil Ladies, LLC	998 South State Hwy. 208	Colorado City, TX 79512	Joan Tolle	325-242-0527	joan@penciladies.com
REAL School Gardens DBA Out Teach	One Thomas Circle NW, Suite 700	Washington, DC 20005	Claire Mooney	202-621-2375	finance@out-teach.org
Region 18 Education Service Center	4301 Westbank Drive Building B, Suite 110	Austin, TX 78746	Jessica Navarro	512-925-0774	jenavarro@txcee.org
Saddleback Educational, Inc.	151 Kaimus Drive, J-1	Costa Mesa, CA 92626	Brittany Gomez	714-640-5200	bids@sdllback.com
Scholastic Inc.	557 Broadway	New York, NY 10012	Toni Abrahams	800-825-4579	rfp-scholastic@scholastic.com

### RFP# 20-015 Awarded Vendors

Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Scientific Learning Corporation	1956 Webster Street, Suite 200	Oakland, CA 94612	Chris Brookhart	888-665-9707	rfpteam@scilearn.com
SDE, Inc. dba Stenhouse Publishers and dba Staff Development for Educators	282 Corporate Drive, Suite 1	Portsmouth, NH 03801	Jennifer Selby	800-988-9812	jselby@sde.com
Social Studies School Service / Nystrom Education	10200 Jefferson Blvd.	Culver City, CA 90232	David Weiner	800-421-4246	bids@socialstudies.com
TechTerra Education	5102 Durham-Chapel Hill Blvd., Suite #210	Durham, NC 27707	John Putnam	919-519-9097	john@techterraeducation.com
Tez Jones Training Solutions, LLC	3809 Gentle Breeze Ct.	Arlington, TX 76017	Montez Jones	972-863-2114	info@tjts14.com
The DoSeum	2800 Broadway	San Antonio, TX 78253	Chris Navarro	210-572-0655	cnavarro@thedoseum.org
The Princeton Review	110 East 42nd Street, Suite 700	New York, NY 10017	Brian Culbreth	919-434-0386	brian.culbreth@review.com
The Writing Academy, LLC	3502 Columbia Memorial Pkwy	Kemah, TX 77565	Randi Whitney	281-549-4466	kelley@twa.net
Think Big Learning	3932 Bridgeview Ln.	Nashville, TN 37221	Tobi McMillan	806-441-6712	thinkbig@thinkbiglearning.net
Top-Notch CEO	6610 Raintree Pl	Flower Mound, TX 75022	Stephanie Althouse	760-707-9977	Stephie@topnotchCEO.com
TouchMath Acquisition LLC	5445 Mark Dabling Blvd., Ste 200	Colorado Springs, CO 80918	Nancy Lawrence	800-888-9191	contracts@touchmath.com
TransformEd Consulting	10730 Potranco Road, Ste 122-223	San Antonio, TX 78251	David Johnson	210-488-1915	djohnson@transformed-consulting.com
Valley Speech Language and Learning Center	535 Stovall Rd.	Brownville, TX 78520	Elsa Cardenas-Hagan	956-504-2200	valleyspeechllc@att.net

### RFP# 20-015 Awarded Vendors

Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Velazquez Press	9682 Telstar Ave. Ste 110	El Monte, CA 91731	Jonathan Ruiz	626-448-3448	info@academiclearningcompany.com
Voyager Sopris Learning, Inc.	17855 Dallas Parkway, Suite 400	Dallas, TX 75287	Amy Otis	800-547-6747	vsbidscontracts@voyagersopris.com

**PROCUREMENT SERVICES CONSENT AGENDA FORM**

- 1. Description of goods, services and/or contract recommended for purchase:  
Smart Snack Ice Cream
- 2. How will goods and/or services be used? (List Campus/Grades impacted):  
To provide Smart Snack ice cream products to cafeterias District-wide

3. Submitted by: Dr. Jennifer Sides Child Nutrition Services 05/12/2020  
 Printed Name Department Date

4. Recommended Vendor(s): Company Name: BlueBonnet DSD Irving, Inc.  
 Address: 2511 E. Pioneer Dr.  
 City/State/Zip: Irving, TX 75061  
 Phone No: 972-251-2100  
 Point of Contact: Melodi Rouhani Cardenas  
 E-mail Address: mcardenas@bluebonneticecream.com  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: 20-013(LA)  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: \_\_\_\_\_  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services  
 Sole Source Contract Expiration Date: 06/30/2021  
 Other

6. Purchase valid from: 07/01/2020 through: 06/30/2021

7. For Competitive Purchases Only: Renewals: Yes  No   
 No. of Renewals: four 1 year renewals

8. Type of Request: (check one)  
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure

9. Annual Cost for Goods and/or Services to be Purchased: \$ 179,164.05 annually  
*Approximately*

10. Funding Source(s) – check all that apply: Federal  State  Local  Bond   
 Provide Budget Codes & Descriptions: 240-35-6341-03-887-1-99-0-00  
subject to the availability of funding for the 2020-2021 school year

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance ( <i>Director, Employee Benefits signs below</i> )	\$ 0

Requestor Signature	Type Name	Date
	Jenny Arredondo	5/15/2020
Sr. Executive Director/Executive Director Signature	Type Name	Date

Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
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Chief Academic Officer Signature	Type Name	Date
<i>Kim Tocci</i>	Kim Tocci	5/15/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<i>Willie J. Burroughs</i>	Willie Burroughs	5/17/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<i>Larry A. Garza</i>	Larry Garza	5/18/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date

	Dr. Kenneth Thompson	
Chief Technology Officer, Technology & MIS Signature	Type Name	Date

	Mohammed A. Choudhury	
Chief Innovation Officer, Office of Innovation Signature	Type Name	Date

	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

	Toni Thompson	
Associate Superintendent, Human Resources Signature	Type Name	Date

Revised: August 9, 2019

Reviewed By: **RC** 5/13/2020

IFB #20-013(LA)

Product Description	Size	Estimated Annual Usage (Units not cases)	Brand Provided	Unit Cost per Each - Bluebonnet	Bluebonnet extended cost (in units and dollars)	Unit Cost per Each - Hersheys	SnoBall Factory Extended cost (in units and dollars)
BAR, FROZEN: SOUR CHERRY. Serving size approximately 2.5 oz. Calories not to exceed 70. Sodium not to exceed 20mg. Saturated Fat not to exceed 0.5g. <b>Or Equal</b>	2.5 oz	3,240		.28	907.2	NA	0
BAR, FRUIT: STRAWBERRY. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 40mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	4 oz.	9,240		.28	2587.2	1.07	9886.8
BAR, FRUIT: PINEAPPLE. Serving size approximately 4 oz. Calories not to exceed 130. Sodium not to exceed 40mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	4 oz.	4,536		.28	1270.08	NA	0
BAR, FRUIT: FRUIT PUNCH. Serving size approximately 2.5 oz. Calories not to exceed 80. Sodium not to exceed 10mg. Saturated Fat not to exceed 0.5g. <b>Or Equal</b>	2.5 oz	7,992		.28	2237.76	.40	3196.8
BAR, ICE CREAM: FUDGE. Serving size approximately 3 oz. Calories not to exceed 140. Sodium not to exceed 70mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	3 oz	143,232		.28	40104.96	NA	0
BAR, ICE CREAM: NUTS AND CANDY COATED. Serving size approximately 3 oz. Calories not to exceed 280. Sodium not to exceed 70mg. Saturated Fat not to exceed 12g. <b>Or Equal</b>	3 oz	5,328		0	0	NA	0
BAR, ICE CREAM: CHOCOLATE CRUNCH. Serving size approximately 2.75 oz. Calories not to exceed 150. Sodium not to exceed 110mg. Saturated Fat not to exceed 1.5g. <b>Or Equal</b>	2.75 oz. Calo	40,860		.36	14709.6	.40	16344
BAR, ICE CREAM: CHOCOLATE CRUNCH, 51% whole grain. Serving size approximately 3 oz. Calories not to exceed 140. Sodium not to exceed 60mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	3 oz	912		0	0	NA	0
BAR, ICE CREAM: COOKIES AND CREAM. Serving size approximately 3 oz. Calories not to exceed 200. Sodium not to exceed 40mg. Saturated Fat not to exceed 5g. <b>Or Equal</b>	3 oz	12,632		.36	4547.52	NA	0

IFB #20-013(LA)

Product Description	Size	Estimated Annual Usage (Units not cases)	Brand Provided	Unit Cost per Each - Bluebonnet	Bluebonnet extended cost (in units and dollars)	Unit Cost per Each - Hersheys	SnoBall Factory Extended cost (in units and dollars)
BAR, ICE CREAM: CHOCOLATE CRUNCH, low fat vanilla ice cream. Serving size approximately 3 oz. Calories not to exceed 170. Sodium not to exceed 40mg. Saturated Fat not to exceed 1.5g. <b>Or Equal</b>	3 oz.	96,192		0	0	NA	0
BAR, ICE CREAM: STRAWBERRY CRUNCH, low fat vanilla ice cream. Serving size approximately 3 oz. Calories not to exceed 170. Sodium not to exceed 80mg. Saturated Fat not to exceed 2g. <b>Or Equal</b>	3 oz.	75,096		.36	27034.56	NA	0
BAR, ICE CREAM: FUDGE, FAT FREE. Serving size approximately 2.5 oz. Calories not to exceed 90. Sodium not to exceed 80mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	2.5 oz	4,368		0	0	.40	1747.2
BAR, ICE CREAM: BANANA FUDGE, LOW FAT. Serving size approximately 4 oz. Calories not to exceed 130. Sodium not to exceed 95mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	4 oz	1,152		0	0	NA	0
BAR, ICE CREAM: ORANGE CREAM. Serving size approximately 3 oz. Calories not to exceed 110. Sodium not to exceed 30mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	3 oz	70,868		.28	19843.04	NA	0
BAR, ICE CREAM: STRAWBERRY CRUNCH, low fat vanilla ice cream. Serving size approximately 3 oz. Calories not to exceed 180. Sodium not to exceed 95mg. Saturated Fat not to exceed 3g. <b>Or Equal</b>	3 oz.	2,736		0	0	NA	0
BAR, ICE CREAM: STRAWBERRY CRUNCH, low fat vanilla ice cream. Serving size approximately 2.72 oz. Calories not to exceed 150. Sodium not to exceed 60mg. Saturated Fat not to exceed 1.5g. <b>Or Equal</b>	2.72 oz	38,808		0	0	.40	15523.2
BAR, ICE CREAM: CHOCOLATE CRUNCH, low fat vanilla ice cream. Serving size approximately 3 oz. Calories not to exceed 170. Sodium not to exceed 35mg. Saturated Fat not to exceed 2g. <b>Or Equal</b>	3 oz.	4,787		0	0	NA	0
BAR, ICE CREAM: ORANGE CREAM. Serving size approximately 2.5 oz. Calories not to exceed 80. Sodium not to exceed 41mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	2.5 oz	5,040		0	0	.40	2016
BAR, ICE CREAM: FUDGE, LOW FAT Serving size approximately 3 oz. Calories not to exceed 80. Sodium not to exceed 50mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	3 oz	40,124		0	0	NA	0

IFB #20-013(LA)

Product Description	Size	Estimated Annual Usage (Units not cases)	Brand Provided	Unit Cost per Each - Bluebonnet	Bluebonnet extended cost (in units and dollars)	Unit Cost per Each - Hersheys	SnoBall Factory Extended cost (in units and dollars)
BAR, ICE CREAM: COTTON CANDY, low fat. Serving size approximately 2.5oz. Calories not to exceed 80. Sodium not to exceed 50mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	2.5 oz	864		.28	241.92	.40	345.6
BAR, ICE CREAM: STRAWBERRY CRUNCH, low fat vanilla ice cream. Serving size approximately 3oz. Calories not to exceed 140. Sodium not to exceed 55mg. Saturated Fat not to exceed 2g. <b>Or Equal</b>	3 oz	4,056		0	0	NA	0
CONE, ICE CREAM: CHOCOLATE AND VANILLA, 51% whole grain. Serving size approximately 3 oz. Calories not to exceed 150. Sodium not to exceed 105mg. Saturated Fat not to exceed 1.5g. <b>Or Equal</b>	3 oz	2,352		.45	1058.4	.62	1458.24
CONE, ICE CREAM: COOKIES AND CREAM, LOW FAT. Serving size approximately 4 oz. Calories not to exceed 130. Sodium not to exceed 110mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	4 oz	28,248		0	0	.62	17513.76
CONE, ICE CREAM: VANILLA WITH TWISTS OF COLOR, LOW FAT. Serving size approximately 4 oz. Calories not to exceed 130. Sodium not to exceed 90mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	4 oz.	50,088		.45	22539.6	.62	31054.56
CONE, ICE CREAM: COOKIES AND CREAM. Serving size approximately 4.3 oz. Calories not to exceed 250. Sodium not to exceed 150mg. Saturated Fat not to exceed 9g. <b>Or Equal</b>	4.3 oz	3,312		0	0	.62	2053.44
CONE, ICE CREAM: VANILLA NUT. Serving size approximately 4.3 oz. Calories not to exceed 240. Sodium not to exceed 105mg. Saturated Fat not to exceed 7g. <b>Or Equal</b>	4.3 oz	888		0	0	NA	0
CONE, ICE CREAM: COOKIE CRUMBLES, 51% whole grain. Serving size approximately 3 oz. Calories not to exceed 170. Sodium not to exceed 105mg. Saturated Fat not to exceed 1.5g. <b>Or Equal</b>	3 oz	3,264		.45	1468.8	NA	0
CUP, FROZEN ICE: SOUR APPLE, FAT FREE. Serving size approximately 3.75oz. Calories not to exceed 90. Sodium not to exceed 20mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	3.75 oz	5,454		.28	1527.12	.60	3272.4
CUP, FROZEN ICE: SOUR BLUE RASPBERRY, FAT FREE. Serving size approximately 3.75 oz. Calories not to exceed 90. Sodium not to exceed 20mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	3.75 oz	6,105		.45	2747.25	.60	3663

IFB #20-013(LA)

Product Description	Size	Estimated Annual Usage (Units not cases)	Brand Provided	Unit Cost per Each - Bluebonnet	Bluebonnet extended cost (in units and dollars)	Unit Cost per Each - Hersheys	SnoBall Factory Extended cost (in units and dollars)
CUP, FROZEN YOGURT: COTTON CANDY, fat free. Serving size approximately 3.75oz. Calories not to exceed 90. Sodium not to exceed 105mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	3.75 oz	5,948		.45	2676.6	.60	3568.8
CUP, FROZEN YOGURT: BIRTHDAY CAKE, fat free. Serving size approximately 3.75oz. Calories not to exceed 90. Sodium not to exceed 95mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	3.75 oz	1,116		.45	502.2	.60	669.6
CUP, ICE CREAM: CHOCOLATE. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 75mg. Saturated Fat not to exceed 5g. <b>Or Equal</b>	4 oz	10,104		0	0	.37	3738.48
CUP, ICE CREAM: CHOCOLATE. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 75mg. Saturated Fat not to exceed 5g. <b>Or Equal</b>	4 oz	10,104		0	0	.37	3738.48
CUP, ICE CREAM: CHOCOLATE. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 75mg. Saturated Fat not to exceed 5g. <b>Or Equal</b>	3 oz	10,104		.35	3536.4	.35	3536.4
CUP, ICE CREAM: VANILLA, FAT FREE, no sugar added. Serving size approximately 4 oz. Calories not to exceed 90. Sodium not to exceed 70mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	4 oz	128,880		0	0	.37	47685.6
CUP, ICE CREAM: STRAWBERRY. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 50mg. Saturated Fat not to exceed 4.5g. <b>Or Equal</b>	4 oz	2,352		0	0	.37	870.24
CUP, ICE CREAM: STRAWBERRY. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 50mg. Saturated Fat not to exceed 4.5g. <b>Or Equal</b>	4 oz	2,352		0	0	.35	823.2
CUP, ICE CREAM: STRAWBERRY. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 50mg. Saturated Fat not to exceed 4.5g. <b>Or Equal</b>	3 oz	2,352		.35	823.2	.37	870.24
CUP, ICE CREAM: VANILLA. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 55mg. Saturated Fat not to exceed 5g. <b>Or Equal</b>	4 oz	23,348		0	0	.37	8638.76

IFB #20-013(LA)

Product Description	Size	Estimated Annual Usage (Units not cases)	Brand Provided	Unit Cost per Each - Bluebonnet	Bluebonnet extended cost (in units and dollars)	Unit Cost per Each - Hersheys	SnoBall Factory Extended cost (in units and dollars)
CUP, ICE CREAM: VANILLA. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 55mg. Saturated Fat not to exceed 5g. <b>Or Equal</b>	4 oz	23,348		0	0	.37	8638.76
CUP, ICE CREAM: VANILLA. Serving size approximately 4 oz. Calories not to exceed 140. Sodium not to exceed 55mg. Saturated Fat not to exceed 5g. <b>Or Equal</b>	3 oz	23,348		.35	8171.8	.35	8171.8
CUP, ICE CREAM: CHOCOLATE/VANILLA, LOW FAT. Serving size approximately 3 oz. Calories not to exceed 80. Sodium not to exceed 45mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	3 oz	31,584		.35	11054.4	.35	11054.4
CUP, ICE CREAM: VANILLA, low fat. Serving size approximately 3 oz. Calories not to exceed 80. Sodium not to exceed 160mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	3 oz	780		0	0	.35	273
CUP, ICE CREAM: STRAWBERRY, FAT FREE, no sugar added. Serving size approximately 4 oz. Calories not to exceed 80. Sodium not to exceed 65mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	4 oz	38,688		0	0	.37	14314.56
CUP, ICE CREAM: SEASONAL VARIETIES. Serving size approximately 3 oz. Calories not to exceed 90. Sodium not to exceed 70mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	3 oz	13,440		.48	6451.2	.35	4704
POP, FROZEN: ASSORTED, DOUBLE POPS. Serving size approximately 3 oz. Calories not to exceed 60. Sodium not to exceed 15mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	3 oz	5,280		0	0	NA	0
POP, FROZEN: CHERRY, LIME, BLUE RASPBERRY, rocket shape. Serving size approximately 1.75 oz. Calories not to exceed 50. Sodium not to exceed 10mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	1.75 oz	8,208		.28	2298.24	NA	0
POP, FROZEN: CHERRY, LIME, BLUE RASPBERRY, rocket shape. Serving size approximately 3.75 oz. Calories not to exceed 90. Sodium not to exceed 15mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	3.75 oz	1,872		0	0	NA	0
PUSH POP: ORANGE. Serving size approximately 3 oz. Calories not to exceed 90. Sodium not to exceed 20mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	3 oz.	2,688		0	0	NA	0

IFB #20-013(LA)

Product Description	Size	Estimated Annual Usage (Units not cases)	Brand Provided	Unit Cost per Each - Bluebonnet	Bluebonnet extended cost (in units and dollars)	Unit Cost per Each - Hersheys	SnoBall Factory Extended cost (in units and dollars)
PUSH POP: RAINBOW. Serving size approximately 3 oz. Calories not to exceed 90. Sodium not to exceed 20mg. Saturated Fat not to exceed 0g. <b>Or Equal</b>	3 oz.	12,456		0	0	NA	0
PUSH POP: ORANGE. Serving size approximately 2.75 oz. Calories not to exceed 70. Sodium not to exceed 20mg. Saturated Fat not to exceed 0.5g. <b>Or Equal</b>	2.75 oz	2,016		0	0	NA	0
PUSH POP: RAINBOW. Serving size approximately 2.75 oz. Calories not to exceed 70. Sodium not to exceed 20mg. Saturated Fat not to exceed 0.5g. <b>Or Equal</b>	2.75 oz	1,968		.28	551.04	NA	0
SANDWICH, ICE CREAM: VANILLA, LOW FAT. Serving size approximately 3 oz. Calories not to exceed 130. Sodium not to exceed 110mg. Saturated Fat not to exceed 1.5g. <b>Or Equal</b>	3 oz	144,959		0	0	.35	50735.65
SANDWICH, ICE CREAM: STRAWBERRY/CHOCOLATE/VANILLA. Serving size approximately 4.25 oz. Calories not to exceed 160. Sodium not to exceed 125mg. Saturated Fat not to exceed 3g. <b>Or Equal</b>	4.25 oz	1,188		0	0	NA	0
SANDWICH, ICE CREAM: VANILLA, LOW FAT, 51% whole grain. Serving size approximately 3 oz. Calories not to exceed 130. Sodium not to exceed 120mg. Saturated Fat not to exceed 1g. <b>Or Equal</b>	3 oz	761		.36	273.96	.55	418.55
SANDWICH, ICE CREAM: VANILLA. Serving size approximately 3.5 oz. Calories not to exceed 160. Sodium not to exceed 120mg. Saturated Fat not to exceed 3g. <b>Or Equal</b>	3.5 oz	14,184		0	0	.55	7801.2
SANDWICH, ICE CREAM: COOKIES AND CREAM. Serving size approximately 4.5 oz. Calories not to exceed 260. Sodium not to exceed 120mg. Saturated Fat not to exceed 6g. <b>Or Equal</b>	4.5 oz	1,536		0	0	.55	844.8
SANDWICH, ICE CREAM: VANILLA, LOW FAT Serving size approximately 4 oz. Calories not to exceed 190. Sodium not to exceed 160mg. Saturated Fat not to exceed 2g. <b>Or Equal</b>	4 oz	21,552		0	0	.55	11853.6
SANDWICH, ICE CREAM: MINT, LOW FAT Serving size approximately 4 oz. Calories not to exceed 190. Sodium not to exceed 160mg. Saturated Fat not to exceed 2g. <b>Or Equal</b>	4 oz	1,632		0	0	.55	897.6

IFB #20-013(LA)

Product Description	Size	Estimated Annual Usage (Units not cases)	Brand Provided	Unit Cost per Each - Bluebonnet	Bluebonnet extended cost (in units and dollars)	Unit Cost per Each - Hersheys	SnoBall Factory Extended cost (in units and dollars)
Total Estimated Expenditure							
					\$179,164.05		\$301,922.72



# 20-013 (LA) - Smart Snack Ice Cream Scoring Summary

## Active Submissions

Supplier	Total / 0 pts	Ice Cream Spec Sheet Pass/Fail
BlueBonnet DSD Irving, Inc. DBA: BlueBonnet Ice Cream	0	Pass
Hershey Ice Cream	0	Fail

**PROCUREMENT SERVICES CONSENT AGENDA FORM**

1. Description of goods, services and/or contract recommended for purchase:  
To provide Smart Snack, Assorted Program Food, and Beverages

2. How will goods and/or services be used? (List Campus/Grades impacted):  
To provide Smart snack products to cafeterias District-wide

3. Submitted by: Dr. Jennifer Sides Child Nutrition Services 05/12/2020  
Printed Name Department Date

4. Recommended Vendor(s): Company Name: The Masters Distribution  
Address: 515 113th St.  
City/State/Zip: Arlington, TX 76011  
Phone No: 866-817-9596  
Point of Contact: Mike Trull  
E-mail Address: mtrull@mastersdistribution.com  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: 20-020(VC)  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: \_\_\_\_\_  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services  
 Sole Source Contract Expiration Date: 06/30/2021  
 Other

6. Purchase valid from: 07/01/2020 through: 06/30/2021

7. For Competitive Purchases Only: Renewals: Yes  No   
No. of Renewals: four 1 year renewals

8. Type of Request: (check one)  
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure

9. Annual Cost for Goods and/or Services to be Purchased: \$ 1,111,405.00 annually  
*Approximately*

10. Funding Source(s) – check all that apply: Federal  State  Local  Bond   
Provide Budget Codes & Descriptions: 240-35-6341-03-887-1-99-0-00  
Subject to availability of funding for the 2020-2021 school year

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance ( <i>Director, Employee Benefits signs below</i> )	\$ 0

Requestor Signature	Type Name	Date
	Jenny Arredondo	5/15/2020
Sr. Executive Director/Executive Director Signature	Type Name	Date

Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
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Chief Academic Officer Signature	Type Name	Date
<i>Kim Tocci</i>	Kim Tocci	5/15/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<i>Willie J. Burroughs</i>	Willie Burroughs	5/17/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<i>Larry A. Garza</i>	Larry Garza	5/18/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date

	Dr. Kenneth Thompson	
Chief Technology Officer, Technology & MIS Signature	Type Name	Date

	Mohammed A. Choudhury	
Chief Innovation Officer, Office of Innovation Signature	Type Name	Date

	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

	Toni Thompson	
Associate Superintendent, Human Resources Signature	Type Name	Date

Revised: August 9, 2019

Reviewed By: **RC** 5/13/2020

Description	Serving Size	Servings per Case	Estimated Annual Velocity	Masters Submitted Cost	Extended Cost
<b>Yogurt, Non Fat.</b> Cultured Grade A Milk. Less than 10 grams of Sugar. CACFP Approved. Variety of flavors. Acceptable Brand(s): Dannon or equal	4 oz	48 each	15000	13.99	209850
<b>Yogurt, Low Fat.</b> Cultured Grade A Milk. Low Fat. Pouches. Variety of flavors. Acceptable Brand(s): Dannon or equal	64 oz	6 each	250	24.8	6200
<b>Cereal Bar, whole grain rich.</b> Individually wrapped. Dye free. Must meet Smart Snack guidelines. Counts as 1 GB ounce equivalent toward the Child Nutrition Program. Variety of Flavors allowable. No Chocolate. Acceptable Brand(s): General Mills or equal	96	1.42oz	300	30.75	9225
<b>Cereal Pieces. Made from Whole Wheat and Corn. Strawberry Flavored.</b> <b>Yogurt Coating</b> Individually wrapped. Shelf Stable. No artificial colors or flavors. Must count as 1 GB ounce equivalent towards the Child Nutrition Program. Nut free. Clean Label. Calories not to exceed 100 per serving. Acceptable Brand(s): General Mills or equal	60	.92 oz	1200	24.99	29988
<b>Cereal Pieces. Made from Whole Wheat and Corn. Cheddar flavored.</b> Individually wrapped. Shelf Stable. No artificial colors or flavors. Kosher. Must count as 1 GB ounce equivalent towards the Child Nutrition Program. Nut free. Clean Label. Calories not to exceed 100 per serving. Acceptable Brand(s): General Mills or equal	60	.92 oz	1500	24.99	37485
<b>Crackers, whole grain. Wheat flavored. Individually packaged.</b> Must meet Smart Snack guidelines. Must count as 1 GB towards ounce equivalent the Child Nutrition Program. Minimum 90 calories. Acceptable Brand(s): Zee Zees or equal	120	.8 oz	2000	56.7	113400

<p><b>Chips, Tortilla. Yellow corn. Round shape. Individually packaged.</b> Must meet whole grain rich criteria. Must count as 2 GB ounce equivalent towards the Child Nutrition Program. Acceptable Brand(s): Snak-King or equal</p>	100	1.6 oz	1300	25.5	33150
<p><b>Chips, Tortilla. White corn. Round shaped.</b> Individually packaged. Must count as 2 GB ounce equivalent towards the Child Nutrition Program. Acceptable Brand(s): Pepsico or Equal</p>	72	.875 oz	600	28.8	17280
<p><b>Chips, Corn, Original flavored.</b> Individually packaged. Must be whole grain rich. Must not exceed 320 calories. Must be gluten free and free from artificial flavors and colors. Kosher. Must count as 2.5 GB ounce equivalent towards the Child Nutrition Program. Acceptable Brand(s): Pepsico or Equal</p>	64	2 oz	250	31.94	7985
<p><b>Chips, Corn, Nacho Flavored. Triangle Shaped</b> Individually packaged. Reduced fat, whole corn. Must be whole grain rich. Must count as 2 GB ounce equivalent towards the Child Nutrition Program. "Walking" style Tear top Bag. Acceptable Brand(s): Pepsico or Equal</p>	44	1.4oz	650	21.96	14274
<p><b>Chips, Corn, Plain Salt Flavored. Round Shaped.</b> Individually packaged. Reduced fat, whole corn. Must be whole grain rich. Must count as 2 GB ounce equivalent towards the Child Nutrition Program. "Walking" style Tear top Bag. Acceptable Brand(s): Pepsico or Equal</p>	44	1.4oz	650	21.96	14274
<p><b>Crackers, whole grain. Cheddar Flavored. Fish Shaped.</b> Individually packaged. Must be Smart Snack Compliant. Must count as 1 GB ounce towards the Child Nutrition Program. Acceptable Brand(s): Pepperidge Farms or Equal</p>	300	.75oz	750	58.8	44100

<p><b>Crackers, whole grain. Cheese flavored. Square shaped. Kosher Dairy.</b> Individually packaged. Made with 100% real cheese. Must count as 1 GB ounce towards the Child Nutrition Program. Acceptable Brand(s): Kellogg's or Equal</p>	175	.75oz	750	38.5	28875
<p><b>Crackers, whole grain. Wheat flavored. Kosher.</b> Made in a nut free facility. Individually packaged. Minimum 90 calories and 2 grams of protein. Must count as 1 GB ounce towards the Child Nutrition Program. Acceptable Brand(s): Kellogg's or Equal</p>	300	.80oz	500	0	0
<p><b>Crisps, whole grain rich.</b> Individually packaged. Blueberry Vanilla Flavored. Must contain real blueberries. Must count as 1 GB ounce equivalent toward the Child Nutrition Program. Kosher Dairy. No Artificial Flavors or Colors. Shelf Stable. Acceptable Brand(s): Zee Zees or equal</p>	80	1 oz	650	27.2	17680
<p><b>Grahams, whole grain rich. Individually packaged.</b> Made in a nut free facility, dye free. Must count as 1 GB ounce equivalent toward the Child Nutrition Program. Minimum 120 calories per package. Variety of flavors including strawberry, french toast and Shelf Stable. Acceptable Brand(s): Zee Zees or equal</p>	120	1 oz	1200	46.8	56160
<p><b>Grahams, whole grain rich. Honey flavored. Individually packaged.</b> Variety Licensed shaped. Must meet Smart Snack Guidelines. Must count as 1 GB ounce equivalent towards the Child Nutrition Program. Variety of shapes. Acceptable Brand(s): Kellogg's or equal. <u>List of varieties available:</u></p>	210	1 oz	800	45.12	36096
<p><b>Grahams, whole grain. Oats &amp; Honey flavored, Giant, Fish Shaped.</b> Individually packaged. Must be free from High Fructose Corn Syrup. Must count as 1 GB ounce towards the Child Nutrition Program. Acceptable Brand(s): Pepperidge Farms or Equal</p>			250	58.8	14700

<p><b>Grahams, whole grain. Variety Licensed shaped. Honey Flavored.</b> Shape may change according to season. Individually packaged. Kasher Dairy. Must be free from High Fructose Corn Syrup. Must count as 1 GB ounce towards the Child Nutrition Program. Acceptable Brand(s): Kellogg's or equal <u>List of varieties available:</u></p>	210	1.06oz	800	45.12	36096
<p><b>Grahams, whole grain. Variety Licensed shaped. Cinnamon Flavored.</b> Individually packaged. Must be free from High Fructose Corn Syrup. Must count as 1 GB ounce towards the Child Nutrition Program. Acceptable Brand(s): Kellogg's or equal <u>List of varieties available:</u></p>	210	1oz	800	45.12	36096
<p><b>Pretzels, whole grain. Baked. Fish Shaped.</b> Individually packaged. Must be Smart Snack Compliant. Must count as 1 GB ounce towards the Child Nutrition Program. Acceptable Brand(s): Pepperidge Farms or Equal</p>	300	.75oz	250	58.8	14700
<p><b>Pretzels, whole grain. Baked. Heart Shaped</b> Individually packaged. Must be Smart Snack Compliant. Must count as 1 GB ounce towards the Child Nutrition Program. Acceptable Brand(s): Pepsico or Equal</p>	300	.75oz	250	35.36	8840
<p><b>Tea, decaffeinated.</b> Smart Snack Compliant. No Artificial Sweeteners. Sweetened with Cane Sugar. Resealable Bottle. Calories must not exceed 60 per serving. Acceptable Brand(s): JB's or Equal</p>	12fl oz	24 each	500	17.5	8750
<p><b>Juice, canned.</b> 100% Juice. Should contain 70% RDA Vitamin C. No added Sugar. No High Fructose Corn Syrup. Gluten Free. No Artificial Sweeteners. Variety of flavors. Acceptable Brand(s): Apple &amp; Eve LLC or Equal</p>	8fl oz	24 each	250	14.12	3530
<p><b>Juice, Pouch.</b> 100% Juice. Smart Snack Compliant. Meant to be frozen. Rip top. No Artificial Sweeteners or colors. Must count 1/2 cup fruit towards the Child Nutrition Program.</p>	4 oz	60	500	21.37	10685

<p><b>Bar, cereal. Made with Oat and Rice granola.</b> Variety Flavors. No High Fructose Corn Syrup. Must be Smart Snack Approved. Must be Whole Grain Rich. No artificial flavors or colors. Acceptable Brand(s): Kellogg's or Equal. <u>List of varieties available:</u></p>	96	1.27oz	300	30.75	9225
<p><b>Bar, Cereal.</b> Baked. Variety Flavors. No High Fructose Corn Syrup. Must be Smart Snack Approved. Filled with Fruit Puree. Must contain 3 grams of Dietary Fiber per serving. No artificial flavors or colors. Acceptable Brand(s): Kellogg's or Equal. <u>List varieties available.</u></p>	96	1.55oz	300	32.75	9825
<p><b>Chips, Corn, Nacho Flavored. Triangle Shaped.</b> Reduced fat, whole corn. Must be Smart Snack Approved. Must be whole grain rich. Acceptable Brand(s): Pepsico or Equal</p>	72	1 oz	750	24.48	18360
<p><b>Chips, Corn, Ranch Flavored. Triangle Shaped.</b> Reduced fat, whole corn. Must be Smart Snack Approved. Must be whole grain rich. Acceptable Brand(s): Pepsico or Equal</p>	72	1 oz	750	24.48	18360
<p><b>Chips, Corn, Sweet Chili Flavored. Triangle Shaped.</b> Reduced fat, whole corn. Must be Smart Snack Approved. Must be whole grain rich. Acceptable Brand(s): Pepsico or Equal</p>	72	1 oz	300	24.48	7344
<p><b>Chips, Corn, Spicy Flavored. Triangle Shaped.</b> Reduced fat, whole corn. Must be Smart Snack Approved. Must be whole grain rich. Acceptable Brand(s): Pepsico or Equal</p>	72	1 oz	1200	24.48	29376
<p><b>Chips, Potato based. Kettle Cooked.</b> Reduced fat. Variety of Flavors. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal <u>List of varieties available:</u></p>	64	1.375oz	750	31.94	23955
<p><b>Marshmallow rice square, whole grain, individually wrapped.</b> Square shaped. Must be Smart Snack Approved. Gluten Free. Made with 100% Organic Whole Grain Crisp Rice. No High Fructose Corn Syrup. Acceptable Brand(s): Goody Man or equal</p>	50	1.65oz	750	33.04	24780
<p><b>Marshmallow rice square, whole grain, individually wrapped. Miniature size.</b> Bar shaped. Must be Smart Snack Approved. Acceptable Brand(s): Kellogg's or equal</p>	600	.39oz	250	85.5	21375

<b>Popcorn, airpopped.</b> Cheddar Flavored. Prepackaged in clear bag. Must be Smart Snack Approved. Gluten Free. GMO Free. Acceptable Brand(s): Rico's or equal	85	5/8oz	600	33.75	20250
<b>Snack, Cheese Flavored and Crunchy. Reduced fat. Baked.</b> Made from Whole Corn Meal. Individually packaged. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal	104	.875oz	200	35.36	7072
<b>Snack, Spicy Cheese Flavored and Crunchy. Reduced fat. Baked.</b> Made from Whole Corn Meal. Individually packaged. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal	104	.875oz		35.36	0
<b>Snack, Chili and Cheese Flavored. Crunchy. Stick Shaped Reduced fat. Baked.</b> Made from corn and potato. Individually packaged. Must not exceed 130 calories. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal	104	1oz	150	35.36	5304
<b>Snack, Spicy Flavored. Crunchy. Stick Shaped Reduced fat. Baked.</b> Made from corn and potato. Individually packaged. Must not exceed 130 calories. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal	104	1oz	750	35.36	26520
<b>Snack, Cheese flavor. Puffy Texture. Reduced fat. Baked.</b> Made from Whole Corn Meal. Individually packaged. Must not exceed 90 calories. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal	104	1oz	700	24.48	17136
<b>Snack, Spicy flavor. Puffy Texture. Reduced fat. Baked.</b> Made from Whole Corn Meal. Individually packaged. Must not exceed 90 calories. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal	104	1oz	700	24.48	17136
<b>Snack, Onion Flavored. Circle Shaped. Reduced fat. Baked.</b> Made from Whole Corn Meal. Individually packaged. Kasher Dairy. Must not exceed 100 calories. Free from artificial colors and flavors. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal	104	.75oz	750	35.36	26520

<p><b>Snack Mix, baked. Hot and Sweet Flavor. Whole Grain Rich.</b> Contains popcorn, pretzels, corn based snacks, oat based snacks. Individually packaged. Must not exceed 110 calories. Free from artificial colors and flavors. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal</p>	104	.875oz	200	35.36	7072
<p><b>Snack Mix, baked. Spicy. Whole Grain Rich.</b> Contains popcorn, pretzels, corn based snacks, oat based snacks. Individually packaged. Must not exceed 110 calories. Free from artificial colors and flavors. Must be Smart Snack Approved. Acceptable Brand(s): Pepsico or Equal</p>	104	.875oz	350	35.36	12376

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**20-020 - Smart Snack, Assorted Program Food and Beverages  
Scoring Summary**

A - Preliminary Scoring	A-1 - Purchase Price	A-2 - Reputation of the Vendor and of the Vendor's Goods or Services	A-3 - Quality of the Vendor's Goods or Services	A-4 - Extent to which the Goods or Services Meet the District's Needs	A-5 - Vendor's Relationship with the District	A-6 - For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or, (B) employs at least 500 persons in this state	A-7 - Impact on the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB)	A-8 - The total long-term cost to the District to procure the Vendor's goods or services	A-9 - Any other relevant factor specifically listed in the request for bids or proposals.
Total	/ 100 pts	/ 10 pts	/ 10 pts	/ 25 pts	/ 5 pts	/ 0 pts	/ 6 pts	/ 5 pts	/ 9 pts
Supplier	/ 100 pts	/ 10 pts	/ 10 pts	/ 25 pts	/ 5 pts	/ 0 pts	/ 6 pts	/ 5 pts	/ 9 pts
The Masters Distribution Systems	84	0	10	25	5	0	6	3	5

The contract shall be valid upon Board of Trustee approval for one (1) year with the option to renew for four (4) additional one (1) year periods. Award of this proposal may be made to multiple vendors.



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance ( <i>Director, Employee Benefits signs below</i> )	\$ 0

Requestor Signature	Type Name	Date
	Jenny Arredondo	5/15/2020
Sr. Executive Director/Executive Director Signature	Type Name	Date

Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
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Chief Academic Officer Signature	Type Name	Date
<i>Kim Tocci</i>	Kim Tocci	5/15/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<i>Willie J. Burroughs</i>	Willie Burroughs	5/17/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<i>Larry A. Garza</i>	Larry Garza	5/18/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date

	Dr. Kenneth Thompson	
Chief Technology Officer, Technology & MIS Signature	Type Name	Date

	Mohammed A. Choudhury	
Chief Innovation Officer, Office of Innovation Signature	Type Name	Date

	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

	Toni Thompson	
Associate Superintendent, Human Resources Signature	Type Name	Date

Revised: August 9, 2019

Reviewed By: **RC** 5/13/2020

**Company Name**

**Districts For Which Service May Be Provided (Different pricing may be set, but this format must be used for each set of pricing).**

SAISD, ECISD, Judson ISD, Southside ISD		SA Sanitary Tortilla Company, Inc.							
TEXAS 20 Bid Code	Product Description	Estimated Quantities in unit/plgks	Price per package	Brand	Product #	UPC Code	Count per package	Cost per serving	Country of Origin
4001	SHELL, CHALUPA: Two shells approximately 28g, minimum of 200 per package. Serving size approximately 2 shell. One serving to provide 0G. Calories not to exceed 140. Sodium not to exceed 0 mg. Saturated Fat not to exceed 0g.	2,874	\$ 16.50	Sanitary	603		200	\$ 0.0825	USA
4002	SHELL, TACO: Two shells approximately 28g, minimum of 200 per package. Serving size approximately 2 shell. One serving to provide 0G. Calories not to exceed 140. Sodium not to exceed 0 mg. Saturated Fat not to exceed 0g.	4,521	\$ 16.50	Sanitary	602		200	\$ 0.0825	USA
4114	TORTILLA, CHIPS: Whole corn, approximately 2 lb bag Serving size approximately 10 pieces. One serving to provide 0G. Calories not to exceed 160. Sodium not to exceed 130 mg. Saturated Fat not to exceed 1g.	1,959	\$ 3.95	Sanitary	621		2	\$ 1.9750	USA
4100	TORTILLA, CORN: 100% whole white corn, 6", each tortilla approximately 23g, minimum of 50 per package Serving size approximately 1 tortilla. One serving to provide 0G. Calories not to exceed 80. Sodium not to exceed 35 mg. Saturated Fat not to exceed 0g.	253	\$ 1.65	Sanitary	7802240		50	\$ 0.0330	USA
4101	TORTILLA, CORN: 100% whole white corn, 6". Each tortilla approximately 23g. Minimum of 36 per package.	2,688	\$ 1.25	Sanitary	644		36	\$ 0.0347	USA
4110	TORTILLA, CORN, WHITE: 6", each tortilla approximately 24g, minimum of 50 per package. Serving size approximately 1 tortilla. One serving to provide 0.75G. Calories not to exceed 120. Sodium not to exceed 50 mg. Saturated Fat not to exceed 0g.	4,356	\$ 1.65	Sanitary	7802240		50	\$ 0.0330	USA
4102	TORTILLA, CORN, YELLOW: 2 tortillas approximately 47g, minimum of 15 per package. Serving size approximately 2 tortilla. One serving to provide 0G. Calories not to exceed 120. Sodium not to exceed 75 mg. Saturated Fat not to exceed 0g.	3,008	\$ 0.50	Sanitary	12967880		15	\$ 0.0333	USA
4103	TORTILLA, FLOUR: 10". Each tortilla approximately 79g, minimum of 10 per package Serving size approximately 1 tortilla. One serving to provide 0G. Calories not to exceed 250. Sodium not to exceed 610 mg. Saturated Fat not to exceed 3g.	576	\$ 2.50	Sanitary	705		12	\$ 0.2083	USA
4105	TORTILLA, FLOUR: 6", each tortilla approximately 34g, minimum of 20 per package. Serving size approximately 1 tortilla. One serving to provide 1.25G. Calories not to exceed 110. Sodium not to exceed 210 mg. Saturated Fat not to exceed 1g.	16,215	\$ 1.70	Sanitary	704		20	\$ 0.0850	USA
4106	TORTILLA, FLOUR: 7", Each tortilla approximately 40g, minimum of 20 per package. Serving size approximately 1 tortilla. One serving to provide 0G. Calories not to exceed 130. Sodium not to exceed 310 mg. Saturated Fat not to exceed 2.5g.	8,771	\$ 1.50	Sanitary	741		10	\$ 0.1500	USA
4107	TORTILLA, FLOUR: White wheat, 6", each tortilla approximately 28g, minimum of 20 per package. Serving size approximately 1 tortilla. One serving to provide 1G. Calories not to exceed 90. Sodium not to exceed 260 mg. Saturated Fat not to exceed 0g.	27,024	\$ 1.85	Sanitary	750		20	\$ 0.0925	USA
4108	TORTILLA, FLOUR: White wheat, 9", each tortilla approximately 62g, minimum of 20 per package. Serving size approximately 1 tortilla. One serving to provide 2G. Calories not to exceed 180. Sodium not to exceed 550 mg. Saturated Fat not to exceed 2g.	2,660	\$ 2.45	Sanitary	751		12	\$ 0.2042	USA
4109	TORTILLA, FLOUR: White whole wheat, 9", each tortilla approximately 42g, minimum of 10 per package. Serving size approximately 1 tortilla. One serving to provide 0G. Calories not to exceed 140. Sodium not to exceed 150 mg. Saturated Fat not to exceed 1g.	389	\$ 2.55	Sanitary	625		12	\$ 0.2125	USA
4112	TORTILLA, FLOUR: White whole wheat, 8", each tortilla approximately 48g, minimum of 20 per package. Serving size approximately 1 tortilla. One serving to provide 1G. Calories not to exceed 141. Sodium not to exceed 246 mg. Saturated Fat not to exceed 2g.	1,684	\$ 1.75	Sanitary	736		12	\$ 0.1458	USA

TEXAS 20 Bid Code	Product Description	Estimated Quantities in unit/pkgs	Price per package	Brand	Product #	UPC Code	Count per package	Cost per serving	Country of Origin
4113	TORTILLA, FLOUR: White whole wheat, 6", each tortilla approximately 28g, minimum of 20 per package. Serving size approximately 1 tortilla. One serving to provide 0g. Calories not to exceed 100. Sodium not to exceed 110 mg. Saturated Fat not to exceed 1g.	6,816	\$ 2.25	Sanitary	7802246		20	\$ 0.1125	USA



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance (Director, Employee Benefits signs below)	\$ 0

Requestor Signature	Type Name	Date
	Jenny Arredondo	5/20/2020
Sr. Executive Director/Executive Director Signature	Type Name	Date

Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
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Chief Academic Officer Signature	Type Name	Date
<i>Kim Tocci</i>	Kim Tocci	5/20/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<i>Willie J. Burroughs</i>	Willie Burroughs	5/20/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<i>Larry A. Garza</i>	Larry Garza	5/22/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date

	Dr. Kenneth Thompson	
Chief Technology Officer, Technology & MIS Signature	Type Name	Date

	Mohammed A. Choudhury	
Chief Innovation Officer, Office of Innovation Signature	Type Name	Date

	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

	Toni Thompson	
Associate Superintendent, Human Resources Signature	Type Name	Date

Revised: August 9, 2019

Reviewed By: **RC** 5/18/2020



QUOTE NUMBER: KW042020-SAISD-01  
QUOTE DATE: 04/20/2020

SAISD  
Child Nutrition Services  
1270 West Summit Ave  
San Antonio, TX 78201  
Attn: Dan Churchill

Re: Storage Equipment for new Warehouse

1 Lot New Pushback Storage Rack Material

Dry Storage

3 Rows w/ 11 double wide bays of 2 deep pushback 3 levels high  
1 Row w/ 10 double wide bays of 2 deep pushback 3 levels high  
1 Row w/ 11 double wide bays of 3 deep pushback 3 levels high  
1 Row w/ 9 double wide bays of 4 deep pushback 3 levels high

Freezer Storage

1 Row w/ 11 double wide bays of 2 deep pushback 3 levels high  
1 Row w/ 12 double wide bays of 2 deep pushback 3 levels high  
2 Rows w/ 13 double wide bays of 2 deep pushback 3 levels high

System Design Spec's:

Elevations: 10"H, 84"H, and 158"H (74" level to level)  
Pallet: 40"W x 48"D x 60"H GMA Pallet, 2000# max weight  
Minimum Clear Height Required: 227"H  
Minimum Lift Height Required: 170"H  
Pallet Position Total: 588 PP in Freezer/ 930 PP in Dry Storage  
Support Rack is designed using all Structural Uprights and Beams  
Total Weight of Material is 172,217 lbs

Material Price \$179,367.00  
Freight Price \$12,583.00  
Installation Price \$33,484.00 (Based on Ambient Temp)  
Rental Equipment Price \$4,000.00 (2 Propane Forklifts & 2 Scissor Lifts for 1 month)

**Total Price \$229,434.00**

\*Prices do not include Sales Tax

NOTES:

Briggs Equipment Buy Board #597-19 (Extend Scope of Work – Yale Forklifts)

Quote valid Thru July 30- 2020

Installation Price is based on Ambient Temperature

Prices do not include Sales Tax

Terms:, Net 30 upon completion

Lead time – Around 10-12 weeks

Permitting by others if required

Stamped Drawings available for an additional fee

Installation Price based on continuous work

**We proposed to furnish items, as described, at prices stated: and, unless otherwise specified by us, under our regular conditions and terms of acceptance, sale and payment which are given on the reverse side of this quotation.**



**MODEL: MPE060-G**

All trucks shown with optional equipment. Please refer to quotation specifications.

**CUSTOMER DETAILS**

<b>CUSTOMER</b>	<b>San Antonio I.S.D.</b>		
<b>ADDRESS</b>	1270 West Summit Ave., San Antonio, Texas, 78201		
<b>SHIP-TO ADDRESS</b>	1270 West Summit Ave., San Antonio, Texas, 78201		
<b>CONTACT NAME</b>	Mr. Dan Churchill		
<b>PHONE</b>	210-218-7607	<b>SHIPPING CUSTOMER</b>	Mr. Dan Churchill
<b>PROPOSED BY</b>	Rudy Jaskinia		
<b>PHONE</b>	(210) 333-5221	<b>EMAIL</b>	rudolph.jaskinia@briggsequipme nt.com
<b>DATE</b>	Apr 27 2020	<b>QUOTE EXPIRATION</b>	Jun 26 2020



BRIGGS EQUIPMENT  
 711 NORTH W. WHITE ROAD  
 SAN ANTONIO Texas 78219  
 Phone: 210-333-5221



## Quoted Model: MPE060-G Available Features

Yale® MPE060-G pallet truck: 6,000 lb capacity, Class III

## Proposal Summary

Included Items	Description	Quantity
Model	Yale® MPE060-G pallet truck: 6,000 lb capacity, Class III	3
Construction	Coast Control Not Included SubZero Freezer Package - Operating Temperatures -40°F to +120°F Key Switch Start UL Classification Type "E" 24 Volt	
Battery Compartment	Battery Compartment - 32" Long x 13.4" Wide Open (813mm x 340mm) Battery Removal without Rollers - Lift Out	
Carriages & Attachments	60" (1524mm) Bolt-On Load Backrest (increases truck length by 2")	
Forks	48" Long x 27" Overall Width x 9.0" Wide (1220mm x 686mm x 230mm) - Welded Type - Standard Tip Forks	
Wheels & Tires	3.25" x 6.5" Single Polyurethane Load Wheels with 2 Greaseable Bearings per Wheel and lubrication fitting on axle 4" x 2.5" Polyurethane Spring Loaded Standard Duty Caster Wheels Drive Wheel - 10" x 4" Smooth Red Poly 85D	
Operator Compartment	37.2" (944mm) Overall Width - Operator Platform Cushioned Operator Platform 2.8" (71mm) Color Touchscreen Display Energy System: Battery Discharge Indicator set for use with Flooded Cell Battery	
Directional Control	Composite Control Handle Manual Steering	
Lights & Alarms	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)	
Warranty	12 Months / No Hour Limit Full Truck Warranty, 36 Months / 6,000 Hours Powertrain Warranty, 60 Months / 10,000 Hour Frame Warranty; please see full Warranty Statement for additional details.	
Literature & Nameplate	English Literature Pack and Labels	
Battery & Charger Accessories	Battery Connector - Red SB® 175	
Fees & Surcharges	Freight Fees & Surcharges Destination Charge	

## Additional Items or Accessories Included

	Description	Quantity
B&C	Battery 12-85-13 W/Watering System & One Single Phase Charger	1



BRIGGS EQUIPMENT  
 711 NORTH W. WHITE ROAD  
 SAN ANTONIO Texas 78219  
 Phone: 210-333-5221



## Total Investment

Price MPE060-G	\$12,070.00	Qty: 3	
Quoted Quantity	3	TOTAL:	\$36,210.00

BRIGGS EQUIPMENT BUY BOARD #597-19 "Extend Scope of Work" Yale Forklift  
 ADD SALES TAX TO SELL PRICE FOR TOTAL

OPTION TO ADD:  
 PLATFORM WORKLIGHTS.....\$264.00  
 POWER ASSIST STEERING.....\$1,328.00

## Terms and Conditions

### ACCEPTANCE

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### DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

### CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL OR CUSTOM ORDERS CANNOT BE CANCELLED.

### DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMSIED DELIVERY DATE; OR (B) SELLER'S NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DEILERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE



BRIGGS EQUIPMENT  
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GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

#### WARRANTIES

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#### PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

#### CONFIDENTIAL INFORMATION

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#### TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASE THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY  
GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OF OTHER COMMUNICATIONS.



BRIGGS EQUIPMENT  
 711 NORTH W. WHITE ROAD  
 SAN ANTONIO Texas 78219  
 Phone: 210-333-5221



**MODEL: NR035EB**

All trucks shown with optional equipment. Please refer to quotation specifications.

**CUSTOMER DETAILS**

<b>CUSTOMER</b>	<b>San Antonio I.S.D.</b>		
<b>ADDRESS</b>	1270 West Summit Ave., San Antonio, Texas, 78201		
<b>SHIP-TO ADDRESS</b>	1270 West Summit Ave., San Antonio, Texas, 78201		
<b>CONTACT NAME</b>	Mr. Dan Churchill		
<b>PHONE</b>	210-218-7607	<b>SHIPPING CUSTOMER</b>	Mr. Dan Churchill
<b>PROPOSED BY</b>	Rudy Jaskinia	<b>EMAIL</b>	rudolph.jaskinia@briggsequipme nt.com
<b>PHONE</b>	(210) 333-5221	<b>QUOTE EXPIRATION</b>	Jun 22 2020
<b>DATE</b>	Apr 23 2020		



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 711 NORTH W. WHITE ROAD  
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 Phone: 210-333-5221



## Quoted Model: NR035EB Available Features

As a leader in materials handling, Yale™ offers so much more than a complete line of lift trucks. Yale has invested heavily in people, processes and production techniques to encompass the cornerstones of quality and dependability, Innovative Design, Comprehensive Testing, Advanced Components and Superior Manufacturing. When it comes to Narrow Aisle lift trucks, the NR/NDRDB/EB series is extremely versatile, combining the latest AC motor control technology with improved all-around performance and superb operator comfort to effectively meet the demands of high-density warehousing. The Yale iSi (Integrated Smart Interface) Technology® provides common control systems and functions across the heart of the Yale line. This technology speeds operator productivity and streamlines service and maintenance procedures to keep your costs down and productivity up.

## Proposal Summary

Included Items	Description	Quantity
Model	Model NR035EB	3
Construction	SubZero Freezer Package - Operating Temperatures -40° F to +120° F Key Ignition Switch UL Classification Type "E"	
Battery Compartment	Battery Spacer Group - "X" Dimension 38.0" to 38.8" Battery Battery Compartment 14.5" (39.0" x 14.5" x 31.5")	
Mast	3 Stage Full Free Lift Mast - 203" (5156mm) Maximum Lift Height - 91" (2311mm) Overall Lowered Height - 52" (1321mm) Free Lift Height without load backrest - 242" (6147mm) Overall Extended Height with load backrest	
Carriages & Attachments	Single reach assembly with Integral Sideshift. 24" Extend with 33.5" Wide Class II Hook Type Carriage. Sideshift includes 7" travel (3.5" each side). Sideshift travel will be reduced to 3" total (1.5" each side) when Outrigger ID is less than 39". 36" (915mm) High Load Backrest Extension	
Forks	42" Long x 1.6" Thick x 3.9" Wide (1067mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks	
Wheels & Tires	12" X 5.5" Drive Tire Grooved Polyurethane Red. Recommended with Cooler/Freezer Construction and SubZero Freezer Construction. 5" x 3.9" Articulating Tandem High Load Compound Load Wheels with Sealed Bearings Steered Caster is recommended for wet floors like cooler/freezer conditions and drive in racking with guide rails and high rack applications. Not recommended for poor flooring conditions, including holes, open expansion joints, drainage troughs/grates, dock plates and rough or uneven floors.	
Basearm	34" Inside Dimension Outrigger Bars Blunt Outrigger Style Weld-On Box	
Operator Compartment	Sidestance Includes Multifunction Control Handle with Simultaneous Hydraulic Functions and Variable Speed Reach/Retract, Adjustable Telescoping Armrest, Padded Operators Compartment, Adjustable Backrest and Armrest Support and Additional Storage Compartment. Does not include adjustable steer wheel position or EZ Ride Floor. Battery Discharge Indicator with Hour Meter and Fault Light Factory Set for use with Flooded Cell Battery	
Directional Control	Automotive Steering Orientation, When standing in the forks facing position, truck steering will turn vehicle in the same direction as the tiller is turned. (Turn tiller Right,	



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truck turns Right). When standing in the forks trailing position the opposite occurs  
 (Turn tiller Right, truck turns Left)

Lights & Alarms Self Adjusting (82-102 db) Audible Alarm is factory set for Reverse operation and can  
 be programmed for Forward, Reverse, or Key Switch Alarm Operation  
 Amber LED Strobe Light, Continuous Operation with Key On  
 Work Lights - Halogen Glass Lens - 2 Front and 1 Rear

Warranty 12 Months / No Hour Limit Full Truck Warranty, 36 Months / 6,000 Hours Powertrain  
 Warranty, Lifetime Frame Warranty; please see full Warranty Statement for additional  
 details.

Literature & Nameplate English Literature Pack and Labels

Fees & Surcharges Freight  
 Fees & Surcharges  
 Destination Charge

## Additional Items or Accessories Included

	Description	Quantity
B&C	Battery 18-125-13 W/Watering System & Charger 3-Phase LifePlus	1

## Total Investment

Price NR035EB	\$39,821.00	Qty: 3	
Quoted Quantity	3	TOTAL:	\$119,463.00

BRIGGS EQUIPMENT BUY BOARD# 597-19 "Extend Scope of Work" Yale Forklift  
 ADD SALES TAX TO SELL PRICE FOR TOTAL

OPTIONS TO ADD:  
 HEADED FLOOR &MULTI FUNCT HANDLE.....\$1,361.00  
 FORK HIEGHT DISPLAY.....\$594.00  
 LASER FORK LEVEL LINE.....\$808.00  
 OPERATOR DESKTOP LEDLIGHT....\$239.00  
 RF HANDHELD SCANNER HOLDER....\$58.00  
 RF TERMINAL BRACKET.....\$240.00  
 CHARGER STAND W/CABLE RETRACTOR.....\$675.00 EA.



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BRIGGS EQUIPMENT  
711 NORTH W. WHITE ROAD  
SAN ANTONIO Texas 78219  
Phone: 210-333-5221



APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASER THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY  
GENERAL

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12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance ( <i>Director, Employee Benefits signs below</i> )	\$ 0

Requestor Signature	Type Name	Date
	Jenny Arredondo	5/15/2020
Sr. Executive Director/Executive Director Signature	Type Name	Date

Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
---	-----------	------

Chief Academic Officer Signature	Type Name	Date
<i>Kim Tocci</i>	Kim Tocci	5/15/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<i>Willie J. Burroughs</i>	Willie Burroughs	5/17/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<i>Larry D. Garza</i>	Larry Garza	5/18/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date

	Dr. Kenneth Thompson	
Chief Technology Officer, Technology & MIS Signature	Type Name	Date

	Mohammed A. Choudhury	
Chief Innovation Officer, Office of Innovation Signature	Type Name	Date

	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

	Toni Thompson	
Associate Superintendent, Human Resources Signature	Type Name	Date

Revised: August 9, 2019

Reviewed By: **RC** 5/14/2020

# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

## BUYBOARD

5/12/2020

### PRODUCT PRICING BASED ON CONTRACT

Customer: San Antonio ISD  
2021 F750 300 HP

A: Base Price in Bid/Proposal Number **601-19** 45 \$ 44,749.00

B: Published Options [Itemize each item below]

99E 300 HP	\$ 1,995.00	X5D 6.50 Ratio	\$ 500.00
67D Air Brakes	\$ 2,075.00	230W W/B	\$ 965.00
62G Air Comp	\$ 1,175.00	563 HD Frame	\$ 365.00
62D Air Dryer	\$ 460.00	88R Air Driver seat	\$ 440.00
43P 12K Ft Axle	\$ 525.00	90P Power Group	\$ 735.00
61C 12K Ft Susp	\$ 305.00	314 Ship through	\$ 650.00
60A Syn Ft Axle Fluid	\$ 50.00	19Y Body Prep	\$ 1,200.00
475 21K Rear Axle	\$ 1,830.00	FP	\$ 1,980.00
68P Rear Suspension	\$ 230.00	Lift Gate	\$ 10,199.00
961 Rear Shocks	\$ 165.00	Ref Unit	\$ 17,826.00
607 Syn rear Lube	100	24 ft Ref Body	24558
Subtotal Column 1:	\$ 8,910.00	Subtotal Column 2:	\$ 59,418.00

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 68,328.00

C: Subtotal of A + B => \$ 113,077.00

D: UnPublished Options \_\_\_\_\_ %

Upgrade to Customer Specifications	\$ 3,376.00	11R22.5 Tires	\$ 1,500.00
50 State Emissions	\$ 1,200.00	22.5X8.25 Steel wheel	\$ 500.00
2021 YM	2500		
Power Heater Mirror	750		
Air Horn	350		
86M Upfitter Mod	648		
Subtotal Column 1:	\$ 8,824.00	Subtotal Column 2:	\$ 2,000.00

Body \$ 10,824.00

E: Contract Pride Adjustment (If any, explain here) \$ -

F: Total of C + D + E (Not including Buy Board Fee) => \$ 123,901.00

G: Quantity Ordered {Units x F} => # of Units 1 \$ 123,901.00

H: BUYBOARD Fee {From Fee Schedules, Table: \_\_\_\_\_ => @ \_\_\_\_\_ %} \$ 400.00

I: Non-Equipment Charges & Credits (le: Ext. Warranty, Trade-In, Cost of Factory trips, etc.)

Note for quicker delivery	\$ -
sub 2019 YM in Stock N./C	\$ -

Subtotal of Non-Equipment Charges \$ -

J: TOTAL PURCHASE PRICE INCLUDING {G + H + I} => \$ 124,301.00

Grande Truck Center  
PO Box 201210  
San Antonio, Texas 78220

Rocky Shoffstall  
PH 210-666-7112  
FX 210-666-7216  
800-779-7672 X112  
5/12/2020

**PROCUREMENT SERVICES CONSENT AGENDA FORM**

- 1. Description of goods, services and/or contract recommended for purchase:  
To rent a refrigerated truck for child Nutrition warehouse Operations
- 2. How will goods and/or services be used? (List Campus/Grades impacted):  
To provide a rental refrigerated truck for Child Nutrition Department warehouse operations. Will be utilized to deliver food to cafeterias District-wide

3. Submitted by: Dr. Jennifer Sides Child Nutrition Department 05/13/2020  
 Printed Name Department Date

4. Recommended Vendor(s): Company Name: Penske  
 Address: 3641 E. Houston St.  
 City/State/Zip: San Antonio, TX 78219  
 Phone No: 210-227-7941  
 Point of Contact: George Gamez  
 E-mail Address: George.gamez@penske.com  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: \_\_\_\_\_  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: \_\_\_\_\_  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: NEISD #137-18  
 Professional Services  
 Sole Source Contract Expiration Date: 06/30/2023  
 Other

6. Purchase valid from: 07/01/2020 through: 06/30/2021

7. For Competitive Purchases Only: Renewals: Yes \_\_\_\_\_ No   
 No. of Renewals: \_\_\_\_\_

8. Type of Request: (check one)  
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure

9. Annual Cost for Goods and/or Services to be Purchased: \$ 80,000  
*Approximately*

10. Funding Source(s) – check all that apply: Federal  State \_\_\_\_\_ Local \_\_\_\_\_ Bond \_\_\_\_\_  
 Provide Budget Codes & Descriptions: 240-35-6269-00-887-1-99-0-00  
 Subject to availability of funding for the 2020-2021 school year

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance ( <i>Director, Employee Benefits signs below</i> )	\$ 0

Requestor Signature	Type Name	Date
	Jenny Arredondo	5/15/2020
Sr. Executive Director/Executive Director Signature	Type Name	Date

Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
---	-----------	------

Chief Academic Officer Signature	Type Name	Date
<i>Kim Tocci</i>	Kim Tocci	5/18/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<i>Willie J. Burroughs</i>	Willie Burroughs	5/18/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<i>Larry A. Garza</i>	Larry Garza	5/18/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date

	Dr. Kenneth Thompson	
Chief Technology Officer, Technology & MIS Signature	Type Name	Date

	Mohammed A. Choudhury	
Chief Innovation Officer, Office of Innovation Signature	Type Name	Date

	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

	Toni Thompson	
Associate Superintendent, Human Resources Signature	Type Name	Date

Revised: August 9, 2019

Reviewed By: **RC** 5/14/2020



**Rental  
Leasing  
Logistics**

**Contact Information**

SAN ANTONIO, TX  
3641 E HOUSTON ST  
SAN ANTONIO , TX 782193817

SAISD  
3118 Elgin Ave  
San Antonio, TX 78210  
US

**Customer agrees that the time and mileage will remain in effect from:**

Start Date 8/17/2020 End Date 5/31/2021

**Current Rates**

Product	Quantity	Daily Rate	Weekly Fixed Rate	Mileage Rate	Reefer Rate	Weekly LDW Rate	Weekly LIA Rate	Est Weekly Miles
Non-CDL Reefer	2.00	USD 140.00	USD 700.00	USD 0.15	USD 1.50	USD 175.00	USD 175.00	550

If the rental varies from the above, agreed Operating Terms the rental will be adjusted retroactively to the following rate:

**Retro Rates**

Product	Retro Weekly Fixed Rate	Retro Mileage Rate	Retro Reefer Rate
Non-CDL Reefer	USD 700.00	USD 0.15	USD 1.50

**Parties Agree**

The terms and conditions contained in the Penske Truck Leasing Standard Commercial Truck Rental Agreement are incorporated in and made a part of this Agreement, except the aforementioned time and mileage charges shown shall supersede any inconsistent time and mileage charges or rates shown on the Rental Agreement. Customer shall not be entitled to any other discount for vehicles rented pursuant to this Agreement. The above rates do not include sales tax, fuel, mileage tax, insurance or other fees.

**Other Terms** Penske will provide DEF(diesel exhaust fluid) at no additional charge at any Penske location with fueling services. Maintenance and 24 hour roadside assistance is also included in your rate. Your tax rate will be reduced from ten to zero percent for any rentals over six months.

**Agreed To:**

**Penske Truck Leasing, LP**

Prepared By George Gamez

RM Signature \_\_\_\_\_

DM Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Account Name SAISD

Contact Name Dan Churchill

Title Supervisor, Child Nutrition Warehouse

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance ( <i>Director, Employee Benefits signs below</i> )	\$ 0

<u>John Strelchun</u>		5/27/2020
Requestor Signature	Type Name	Date
<hr/>		
Sr. Executive Director/Executive Director Signature	Type Name	Date
<hr/>		
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<u>Patricia Salzman</u>		5/28/2020
Chief Academic Officer Signature	Type Name	Date
<u>Kim Tocci</u>	Kim Tocci	5/28/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<u>Willie J. Burroughs</u>	Willie Burroughs	5/28/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
<hr/>		
<u>Larry A. Garza</u>	Larry Garza	5/30/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date
<hr/>		
	Dr. Kenneth Thompson	
Chief Technology Officer, Technology & MIS Signature	Type Name	Date
<hr/>		
	Mohammed A. Choudhury	
Chief Innovation Officer, Office of Innovation Signature	Type Name	Date
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	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date
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	Toni Thompson	
Associate Superintendent, Human Resources Signature	Type Name	Date

Revised: August 9, 2019

Reviewed By: **RC** 5/27/2020

Company Name	Address	City/State/Zip	Phone Number	Point of Contact	Email Address
Basis Policy Research, LLC	104R NC Hwy 54 West, #304	Carrboro, NC 27510	(866) 542-7908 ext 101	Jeffery Springer	jaspringer@basispolicyresearch.com
Intercultural Development Research Association	5815 Callaghan Road, Suite 101	San Antonio, TX 78228	(210) 444-1710	Celina Moreno	celina.moreno@idra.org
Prismatic Services	20460 Chartwell Center Dr. Suite 1	Cornelius, NC 28031	(704) 438-9929	Tatia Prieto	info@prismaticservices.com
Steuck & Associates LLC	709 Fabulous Drive	San Antonio, TX 78216-3434	(210) 218-6852	Kurt Steuck	kurt.steuck@steuckassoc.com
Westat Proposal Development	1600 Research Boulevard	Rockville, MD 20850-3129	(301) 251-1500	Joy Frechtling	joyfrechtling@westat.com
Wexford Inc	28633 S. Western Ave. Ste 203	Rancho Palos Verdes, CA 90275	(310) 541-1504	Sarandon Bracero	sbracero@wexford.org



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ n/a
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ n/a
3) Transportation (Additional Routes)	\$ n/a
4) HR (Additional Staff)	\$ n/a
5) Technology (Cabling/Equipment, etc.)	\$ n/a
6) Vehicle Insurance ( <i>Director, Employee Benefits signs below</i> )	\$ n/a

<u><i>Fred Padilla</i></u>	Fred Padilla	5/14/2020
Requestor Signature	Type Name	Date

<u><i>Chris E. Salley</i></u>	Chris Salley	5/14/2020
Sr. Executive Director/Executive Director Signature	Type Name	Date

_____ Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
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_____ Chief Academic Officer Signature	Type Name	Date
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<u><i>Kim Tocci</i></u>	Kim Tocci	5/15/2020
Assistant Director, Procurement Services Signature	Type Name	Date

**COORDINATION CONDUCTED WITH (if required):**

<u><i>Willie J. Burroughs</i></u>	Willie Burroughs	5/17/2020
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<u><i>Larry A. Garza</i></u>	Larry Garza	5/18/2020
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date

_____ Chief Technology Officer, Technology & MIS Signature	Dr. Kenneth Thompson Type Name	Date
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_____ Chief Innovation Officer, Office of Innovation Signature	Mohammed A. Choudhury Type Name	Date
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_____ Director, Employee Benefits, Risk Management & Safety Signature	Lorena Rios Type Name	Date
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_____ Associate Superintendent, Human Resources Signature	Toni Thompson Type Name	Date
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Revised: August 9, 2019

Reviewed By: **RC** 5/14/2020

**IFB #20-008(AS) Temp Labor Services**  
**Funding Source – Budget Codes & Description**

**Local Funds:** Contingent upon approval of 2020-21 budget.

<b>Description</b>	<b>Budget Code</b>	<b>Amount</b>
Misc Temp Labor	199-51-6299-01-933-199000	\$75,000
Temp Labor – AC Filter Crew	199-51-6299-01-934-199000	\$250,000
Misc Contract Services	1XX-51-6299-03-932-199000	\$200,000
TBD – Various Local Accounts	1XX-XX-6299-XX-93X-199XXX	\$80,000
<b>Subtotal</b>		<b>\$605,000</b>

**Bond Funds**

<b>Description</b>	<b>Budget Code</b>	<b>Amount</b>
TBD – Bond Related Projects	6XX-81-6299-XX-XXX-X99XXX	\$170,000
<b>Subtotal</b>		<b>\$170,000</b>

**Federal Funds:** Subject to availability of funding for the 2020-21 school year.

<b>Description</b>	<b>Budget Code</b>	<b>Amount</b>
Child Nutrition (Food Services)	240-35-6299-01-887-X99000	\$200,000
<b>Subtotal</b>		<b>\$200,000</b>

**Grand Total**                      **\$975,000**

**IFB #20-008(AS) Temp Labor Services  
Recommended Vendor List**

Name: 22<sup>nd</sup> Century Technologies, Inc.  
Address: 220 Davidson Avenue Suite 118  
City/State/Zip: Somerset, NJ 08873-4003  
Phone No.: 888-998-7284  
Point of Contact: Eva Gaddis-McKnight  
Email Address: govt@tscti.com

Name: AllEmployment Solutions, LLC  
Address: 1406 Fortune Hill  
City/State/Zip: San Antonio, TX 78258  
Phone No.: 210-464-5342  
Point of Contact: Aurea M. Martinez  
Email Address: amartinez@allemploymentsolutions.com

Name: Industryone Staffing  
Address: 1019 Camden St  
City/State/Zip: San Antonio, TX 78215  
Phone No.: 210-271-3060  
Point of Contact: Patricia Cortez  
Email Address: patcortez@industryonestaffing.com

Name: Marathon Staffing Group, Inc.  
Address: 164 Westford Road, Unit 26  
City/State/Zip: Tyngsboro, MA 01879  
Phone No.: 866-556-1400  
Point of Contact: Kendra J. Strickland  
Email Address: kstrickland@marathonstaffing.com

Name: PrimaCore Solutions, LLC  
Address: 16302 Pleasantville Rd, Ste 208  
City/State/Zip: San Antonio, TX 78233  
Phone No.: 210-647-6067  
Point of Contact: Ed Billman  
Email Address: ebillman@prima-core.com

Name: Reliable Staffing Corporation  
Address: 14603 Huebner Road Bldg 8  
City/State/Zip: San Antonio, TX 78230  
Phone No.: 210-530-9675  
Point of Contact: Amy Aguallo  
Email Address: vendor@reliablestaffing.com

Name: www.buzzclan.com (BuzzClan LLC)  
Address: 5757 Alpha Rd., Suite 340  
City/State/Zip: Dallas, TX 75240  
Phone No.: 469-251-2899  
Point of Contact: Sachin Jain  
Email Address: gov@buzzclan.com

IFB #20-008(AS) Temp Labor Services  
Recommended Vendor Pricing Sheet

Pricing	Industryone Staffing	AllEmployment Solutions	Marathon Staffing Group	PrimaCore Solutions	Reliable Staffing	BuzzClan	22nd Century
General	\$14.16	\$14.20	\$15.07	\$15.18	\$15.18	\$15.56	\$15.60
General OT	\$21.24	\$21.30	\$22.61	\$22.77	\$22.77	\$18.95	\$23.40
Electrical	\$15.73	\$21.30	\$21.92	\$22.77	\$27.60	\$17.26	\$21.45
Electrical OT	\$24.00	\$31.95	\$32.88	\$34.16	\$41.40	\$20.50	\$32.18
Plumbing	\$15.73	\$21.30	\$21.92	\$22.08	\$27.60	\$21.00	\$21.45
Plumbing OT	\$24.00	\$31.95	\$32.88	\$33.12	\$41.40	\$25.65	\$32.18
Carpentry	\$15.73	\$15.62	\$19.87	\$21.39	\$23.46	\$19.69	\$21.45
Carpentry OT	\$24.00	\$23.43	\$29.80	\$32.09	\$35.19	\$24.65	\$32.18
Groundskeeper	\$15.73	\$17.04	\$16.09	\$15.18	\$19.32	\$16.93	\$18.85
Groundskeeper OT	\$24.00	\$25.56	\$24.14	\$22.77	\$28.98	\$19.48	\$28.28
Food Srv WHSE	\$14.16	\$15.62	\$16.09	\$16.56	\$17.94	\$15.45	\$18.20
Food Srv WHSE OT	\$21.24	\$23.43	\$24.14	\$24.84	\$27.94	\$18.96	\$27.30
Bookkeeper	\$15.73	\$25.56	\$24.66	\$24.84	\$23.46	\$18.69	\$22.10
Bookkeeper OT	\$24.00	\$38.34	\$36.99	\$37.26	\$35.19	\$21.69	\$33.15
Secretarial/Clerical	\$15.73	\$19.88	\$18.50	\$19.32	\$18.63	\$15.69	\$21.45
Secretarial/Clerical OT	\$24.00	\$29.82	\$27.74	\$28.98	\$27.95	\$18.69	\$32.18
Security Guard	\$23.96	\$22.72	\$29.00	\$18.63	\$27.60	\$14.69	\$16.25
Professional Admin	N/A	\$45.44	\$32.00	\$34.50	\$27.60	\$16.25	\$32.50
Min Hrs/\$\$	None	\$50.00	4 Hrs	6 Hrs	None	None	None

**Not Recommended:**

Alamo HR  
King Finders  
Octagon Consulting  
RMP Temps  
SuiteMates Staffing Solutions  
TDA Networks  
TSC Hospitality Services

**Minutes of Board Business Meeting A  
San Antonio Independent School District Board of Trustees  
May 11, 2020**

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Mrs. Radle read the following statement prior to the Board meeting: *"In an attempt to mitigate the spread of COVID-19 (the Corona Virus), Texas Governor Gregg Abbott issued an order suspending certain provisions of the Texas Open Meetings Act with the intention of reducing face-to-face contact by avoiding meetings that bring people into large group settings while at the same time maintaining governmental transparency. To this end, Governor Abbott has relaxed the laws related to the telephonic or video conferencing of governmental public meetings. As a local government of the state, SAISD has taken measures to provide access to the Board meetings by the public without requiring the Board's, staff's and public's physical presence at those meetings. Consequently, and until further notice, this meeting and, future meetings of the Board of Trustees of the San Antonio Independent School District, will be held by video conference. As stated in the posted notice on the District's website, citizens may view and listen to the open session portion of the meeting by a free videoconference link that will be posted on our website on the day of the meeting. Citizens who wish to address the Board during the Citizen's Presentation section of the meeting may do so but must first sign up by emailing at board@saisd.net by 5:00 p.m. on the day of the meeting. Please include your name, address, phone number and the open session subject or agenda item(s) you wish to address and provide a written statement of your comments. The Board President will then read your statement out loud at the Citizens Presentation item of the meeting. The agenda packet for this meeting is available on the SAISD website. If you cannot view the meeting, a recording of the meeting will be available on SAISD's website. On behalf of my colleagues and Superintendent, Pedro Martinez, I thank you for your continued interest and patience during these difficult time in our history."*

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting A of the Board of Trustees of San Antonio ISD was held on Monday, May 11, 2020, beginning at 5:33 p.m., via Zoom Webinar.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0
  - a. Mrs. Patti Radle
  - b. Mr. Arthur Valdez – logged off the Zoom Webinar at 10:46 p.m. and rejoined at 10:47 p.m.
  - c. Ms. Debra A. Guerrero
  - d. Mr. Ed Garza
  - e. Mr. Steve Lecholop
  - f. Mrs. Christina Martinez
  - g. Mrs. Alicia M. Perry – joined Zoom Webinar at 5:34 p.m.
2. Recording of Superintendent Present
  - a. Mr. Pedro Martinez
3. Pledge of Allegiance to the U. S. Flag
4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

- B. Citizens' Presentations - 60-minute total time limit for this item  
***The following community members submitted written statements prior to the Board meeting video conference. Mrs. Radle asked Tiffany Grant, Chief of Staff, to read each statement during Citizen's Presentations. For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***
1. James Sanchez, Special Education Teacher, Bowden Academy

## 2. Governance

- A. Approval of the Resolution in Recognition of School Nurse Day  
Motion by Ms. Guerrero; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present.
- B. Approval of the Resolution in Recognition of National Police Week on May 11, 2020 through May 15, 2020, Designate May 15, 2020 as "National Peace Officers Memorial Day" and Recognize the Line of Duty Deaths of Sergeant William Maldonado and Detective Clifton J. Martinez  
Motion by Ms. Guerrero; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present.
- C. Approval of the Council of the Great City Schools' (CGCS) Resolution Urging Congress to Provide More Funding for Local School Systems in the Next Coronavirus Supplemental Appropriations Bill  
Motion by Ms. Guerrero; second by Mrs. Martinez; approved by a vote of 7-0 with all Board members present.
- D. Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures  
This was a discussion-only item. No action was required.
- E. Update on the SAISD Budget  
This was a discussion-only item. No action was required.
- F. Approval of the Memorandum of Understanding (MOU) between SAISD and The University of Texas San Antonio (UTSA)  
Motion by Ms. Guerrero; second by Mrs. Perry; approved by a vote of 7-0 with all Board members present.
- G. Approval of the SAISD JROTC Safety and Marksmanship Program  
Motion by Ms. Guerrero; second by Mr. Lecholop; approved by a vote of 6-1 with Mrs. Radle voting no on the item.
- H. Approval to Amend Board Policy DEA (LOCAL) – Compensation and Benefits and Wage and Hour Laws  
Motion by Mrs. Martinez; second by Mr. Lecholop; approved by a vote of 7-0 with all Board members present.
- I. Approval of the Proposed Revisions to Board Policies DK (LOCAL) – Assignments and Schedules and DFBB (LOCAL) – Term Contracts and Nonrenewal  
This item was pulled from the agenda packet and will come back at a future Board meeting.
- J. Approval of the Charter for the 2020 Blue Ribbon Task Force (BRTF)  
Motion by Mr. Lecholop; second by Mrs. Martinez; approved by a vote of 7-0 with all Board members present.
- K. Approval of Appointment of Members to the 2020 Blue Ribbon Task Force (BRTF)  
Motion by Mr. Lecholop; second by Ms. Guerrero; approved by a vote of 7-0 with all Board members present.

- L. Approval of the 2020-2021 SAISD Board Meeting Schedule  
Motion by Mr. Lecholop; second by Ms. Guerrero; approved by a vote of 7-0 with all Board members present.
- M. Overview of Board-Related Meetings, Planning Sessions and Activities  
This was a discussion-only item. No action was required.

### **3. Consent Agenda**

Motion by Mr. Lecholop; second by Ms. Guerrero; approved by a vote of 7-0 with all Board members present. Consent Items included 3A, 3B, 3C, and 3D.

- A. Approval of the Revised 2020-2021 SAISD Instructional Calendar
- B. Approval of the Agreement Between SAISD and the University of Texas at San Antonio (UTSA) Pre-Freshman Engineering Program (PREP) for Summers 2020 – 2022
- C. Approval to Purchase College Board SpringBoard Consumable Textbooks and Digital Licenses for International Baccalaureate English Language Arts and Math Classes
- D. Approval of Monthly Budget Reports and Amendments for May 2020

### **4. Closed Session**

- A. Mrs. Radle convened the Board in Closed Session at 9:59 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074) to discuss and/or receive information about the items under this section listed as 4A1, 4A2, 4A3, 4A4, 4A5, 4A6, and 4A7.
- B. Mrs. Radle reconvened the Board in Open Session at 10:46 p.m. and took appropriate action on items discussed in Closed Session. Items 4A1 through 4A7 are listed as follows:
  - 4A1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)  
No action taken.
  - 4A2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)  
No action taken.
  - 4A3. Deliberation with attorney on legal issues related to TEX. Elec. Code §255.003 and related matters. (TGC 551.071)  
No action taken.
  - 4A4. Deliberation and consultation with attorney regarding proposed revisions to Board Policies DFBB (LOCAL) and DK (LOCAL). (TGC 551.071 and TGC 551.074)  
No action taken.
  - 4A5. Deliberation and consultation with attorney regarding proposal to terminate continuing contract teacher(s) for good cause pursuant to TEC 21.156 (TGC 551.071 and TGC 551.074)  
No action taken.
  - 4A6. Deliberation and consultation with attorney regarding proposal to non-renew term contract employee(s) at the end of the 2019-2020 school year pursuant to TEC 21.206 (TGC 551.071 and TGC 551.074)  
Motion by Ms. Guerrero; second by Mr. Lecholop; approved by a vote of 6-0 with Mr. Valdez being absent. The Board moved to propose the non-renewal of the term contract of Elisa Rodriguez Quiroz at the end of its term for the 2019-2020 school year as presented and

discussed in closed session subject to her exhaustion of or disqualification from Temporary Disability Leave and Assault Leave and authorize the Superintendent to provide any required notice to the employee.

- 4A7. Deliberation and consultation with attorney regarding termination of probationary contract employee(s) at the end of the 2019-2020 school year in the best interest of the District pursuant to TEC Section 21.103 (TGC 551.071 and TGC 551.074)

Motion by Ms. Guerrero; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present. The Board moved to terminate the probationary contracts of Stephanie Green and Jose Flores at the end of the 2019-2020 school year in the best interests of the District as presented and discussed in closed session and authorize the Superintendent to provide any required notice to those employees.

## 5. Adjournment

- A. Mrs. Radle adjourned the meeting at 10:48 p.m.

### MINUTES APPROVED

The foregoing minutes of the Board Business Meeting A of the Board of Education of the San Antonio Independent School District held on May 11, 2020 were duly approved during a Zoom Webinar held on June 22, 2020.

### ATTEST:

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**Patti Radle**  
President, Board of Education  
San Antonio Independent School District

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**Debra A. Guerrero**  
Secretary, Board of Education  
San Antonio Independent School District

**Minutes of Board Business Meeting B  
San Antonio Independent School District Board of Trustees  
May 18, 2020**

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Mrs. Radle read the following statement prior to the Board meeting: *"In an attempt to mitigate the spread of COVID-19 (the Corona Virus), Texas Governor Gregg Abbott issued an order suspending certain provisions of the Texas Open Meetings Act with the intention of reducing face-to-face contact by avoiding meetings that bring people into large group settings while at the same time maintaining governmental transparency. To this end, Governor Abbott has relaxed the laws related to the telephonic or video conferencing of governmental public meetings. As a local government of the state, SAISD has taken measures to provide access to the Board meetings by the public without requiring the Board's, staff's and public's physical presence at those meetings. Consequently, and until further notice, this meeting and, future meetings of the Board of Trustees of the San Antonio Independent School District, will be held by video conference. As stated in the posted notice on the District's website, citizens may view and listen to the open session portion of the meeting by a free videoconference link that will be posted on our website on the day of the meeting. Citizens who wish to address the Board during the Citizen's Presentation section of the meeting may do so but must first sign up by emailing at board@saisd.net by 5:00 p.m. on the day of the meeting. Please include your name, address, phone number and the open session subject or agenda item(s) you wish to address and provide a written statement of your comments. The Board President will then read your statement out loud at the Citizens Presentation item of the meeting. The agenda packet for this meeting is available on the SAISD website. If you cannot view the meeting, a recording of the meeting will be available on SAISD's website. On behalf of my colleagues and Superintendent, Pedro Martinez, I thank you for your continued interest and patience during these difficult time in our history."*

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting B of the Board of Trustees of San Antonio ISD was held Monday, May 18, 2020, beginning at 5:31 p.m., via Zoom Webinar.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0
  - a. Mrs. Patti Radle
  - b. Mr. Arthur Valdez – logged off the Zoom Webinar at 8:28 p.m.
  - c. Ms. Debra A. Guerrero
  - d. Mr. Ed Garza – logged off the Zoom Webinar at 9:42 p.m.
  - e. Mr. Steve Lecholop
  - f. Mrs. Christina Martinez
  - g. Mrs. Alicia M. Perry
2. Recording of Superintendent Present
  - a. Mr. Pedro Martinez
3. Pledge of Allegiance to the U. S. Flag
4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

- B. Citizens' Presentations - 60-minute total time limit for this item  
***The following community members submitted written statements prior to the Board meeting video conference. Mrs. Radle asked Tiffany Grant, Chief of Staff, to read each statement during Citizen's Presentations. For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***
1. Veronica Goldbach, teacher at Longfellow Middle School
  2. Diana Natividad, teacher at Longfellow Middle School
  3. Lucy Smith, teacher at Hirsch Elementary School
  4. Veronica Cantu, teacher at Longfellow Middle School
  5. Irasema Martinez, teacher at Longfellow Middle School
  6. Martiza Barrera, Family and Community Engagement (FACE) Specialist, Rogers Academy

## 2. Governance

- A. Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures  
This was a discussion-only item. No action was required.
- B. Update on the SAISD Budget  
This was a discussion-only item. No action was required.
- C. Approval of the Resolution to Authorize the Submission of the District's Application for Funding Under the Federal Magnet Schools Assistance Program and to Certify District's Voluntary Desegregation Plan  
Motion by Ms. Guerrero; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present.
- D. Approval of the Memorandum of Understanding (MOU) Between SAISD and Education Service Center, Region 20  
Motion by Ms. Guerrero; second by Mrs. Martinez; approved by a vote of 7-0 with all Board members present.
- E. Approval of Parameters Order Authorizing the Issuance of the San Antonio Independent School District Unlimited Tax School Building and/or Refunding Bonds In One or More Series and Other Matters Related Thereto  
Motion by Ms. Guerrero; second by Mrs. Perry; approved by a vote of 7-0 with all Board members present.
- F. Acceptance of the Composite Report for the 2019-2020 Student Activity Fund Audits as Recommended by the Finance and Audit Committee  
Motion by Ms. Guerrero; second by Mr. Valdez; accepted and approved by a vote of 7-0 with all Board members present.
- G. Approval of the Proposed 2020-2021 Internal Audit Department Budget  
Ms. Guerrero made a motion to approve the 2020-2021 Internal Audit department budget as presented, with the condition, that any across-the-board District employee salary adjustment includes Internal Audit department staff and the Chief Internal Auditor. Second by Mr. Valdez. This item was approved by a vote of 7-0 with all Board members present.
- H. Approval of the Appointment of a Member to the SAISD 2020 Blue Ribbon Task Force (BRTF)  
Motion by Mrs. Martinez; second by Ms. Guerrero; approved by a vote of 7-0 with all Board members present.
- I. SAISD Board of Trustee Committee Reports  
This was a discussion-only item. No action was required.

### **3. Consent Agenda**

Motion by Mrs. Martinez; second by Mr. Lecholop; approved by a vote of 7-0 with all Board members present. Consent Items included 3A, 3B, 3D, 3E, 3F, 3G, 3H, 3I, and 3J. Item 3C was pulled from the Consent Agenda for separate discussion.

- A. Approval to Submit the Application to the Texas Education Agency (TEA) for Attendance Waivers for Missed School Days for the 2019-2020 School Year
- B. Approval of a Letter of Intent for Partnership with the Universidad de las Américas Puebla (UDLAP)
- C. Approval of the Memorandum of Understanding (MOU) with Alamo Community College District on Behalf of San Antonio Colleges - First Responders Academy  
Motion by Mrs. Martinez; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present.
- D. Approval of Program Agreement Between SAISD and the University of Texas at San Antonio (UTSA) for the Brackenridge Dual Language Academy Program
- E. Approval of Program Agreement Between SAISD and the University of Texas at San Antonio (UTSA) for the Fox Tech Politics and Law Academy Program
- F. Approval of Program Agreement Between SAISD and the University of Texas at San Antonio (UTSA) for the Lanier High School and Jefferson High School Construction Science/Architecture/Interior Design Academy Program
- G. Approval of Dates and Locations to Conduct Items of Business Regarding the Annual Budget and Setting of the Tax Rate
- H. Approval of the Proposed 2020-2021 Tax Rate to be Published in the "Notice of Public Meeting to Discuss Budget and Proposed Tax Rate"
- I. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
- J. Approval of Minutes for the following meetings:
  - 1. April 6, 2020 Board Business Meeting A
  - 2. April 13, 2020 Board Business Meeting B

### **4. Closed Session**

- A. Mrs. Radle convened the Board in Closed Session at 8:28 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074) to discuss and/or receive information about the items under this section listed as 4A1, 4A2, 4A3, 4A4, and 4A5.
- B. Mrs. Radle reconvened the Board in Open Session at 9:42 p.m. and took appropriate action on items discussed in Closed Session. Items 4A1 through 4A5 are listed as follows:
  - 4A1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)  
No action taken.
  - 4A2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)  
No action taken.
  - 4A3. Deliberation and consultation with attorney regarding proposal to terminate continuing contract teacher(s) for good cause pursuant to TEC 21.156 (TGC 551.071 and TGC 551.074)  
No action taken.

4A4. Consultation with Superintendent and discussion regarding the hiring and recommendation of the Superintendent for the position of Executive Director-Dual language, ESL & Migrant Education. (TGC 551.074)

Motion by Ms. Guerrero; second by Mr. Lecholop; approved by a vote of 5-0 with Mr. Valdez and Mr. Garza being absent. The Board approved the hiring of Esmeralda Alday with the assignment of the position of Executive Director – Dual Language, ESL & Migrant Education as presented in closed session, subject to reassignment by the Superintendent.

4A5. Deliberation on the evaluation of the Chief Internal Auditor. (TGC 551.074)

Motion by Ms. Guerrero; second by Mr. Lecholop; approved by a vote of 7-0 with Mr. Valdez and Mr. Garza being absent. The Board approved the evaluation of the Chief Internal Auditor as discussed in closed session.

## 5. Adjournment

A. Mrs. Radle adjourned the meeting at 9:45 p.m.

### MINUTES APPROVED

The foregoing minutes of the Board Business Meeting B of the Board of Education of the San Antonio Independent School District held on May 18, 2020 were duly approved during a Zoom Webinar held on June 22, 2020.

### ATTEST:

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**Patti Radle**  
President, Board of Education  
San Antonio Independent School District

---

**Debra A. Guerrero**  
Secretary, Board of Education  
San Antonio Independent School District