



BOARD BUSINESS MEETING

Monday, July 19, 2021
5:30 PM
Board Room
514 W. Quincy Street
San Antonio, TX 78212

AGENDA

1. Call to Order

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum

Present _____ Absent _____

- a. Mrs. Christina Martinez
- b. Mrs. Alicia Sebastian-Perry
- c. Mr. Arthur Valdez
- d. Mr. Ed Garza
- e. Mrs. Leticia Ozuna
- f. Mrs. Patti Radle
- g. Mrs. Sarah Sorensen

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. Governance

- A. Update on SAISD's Plan to Safely Reopen Schools for the 2021 – 2022 School Year** 4
- B. Update on the 87th Session of the Texas Legislature** 5
- C. Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio** 6
- D. Submission by Trustees of the Executed Affidavits Affirming Review and Understanding of the SAISD's Code of Ethics** 14
- E. SAISD Board of Trustee Committee Reports** 16

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian-Perry, Vice President

Arthur V. Valdez, Secretary
Ed Garza, Trustee

1

Leticia Ozuna, Trustee
Patti Radle, Trustee

Sarah Sorensen, Trustee
Pedro Martinez, Superintendent



- | | | |
|-----------|--|-----|
| F. | Approval of the Restructuring of Board Committees | 18 |
| 3. | Consent Agenda | |
| A. | Approval of the Renewal of the Interlocal Agreement Between SAISD and the University of Texas at Austin for OnRamps Dual Enrollment Distance Learning Courses | 19 |
| B. | Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Food Bank | 46 |
| C. | Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Threads | 51 |
| D. | Approval of the Agreement Between SAISD and UP Partnership | 57 |
| E. | Approval to Purchase Hand2Mind Interactive Program for Students in Special Education | 87 |
| F. | Approval of the Renewal of the Service Delivery Agreement between SAISD and City Year San Antonio for the 2021 - 2022 School Year | 89 |
| G. | Approval of the Optional Flexible School Day Program (OFSDP) | 115 |
| H. | Approval of Request for Waiver of Penalty and Interest | 131 |
| I. | Approval of the Covenant of Purpose, Use and Ownership Agreement with Alamo Community College District (ACCD) and the City of San Antonio to Implement Economic Development Administration (EDA) Grant at the Pfeiffer Campus | 135 |
| J. | Approval of the Memorandum of Understanding (MOU) between SAISD and Jefferson Community Church | 147 |
| K. | Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards | 151 |
| 4. | 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 legal counsel on the status of San Antonio Independent School District v. Lexington Insurance Company, McLarens, Inc., William J. Adams & Frost Insurance Agency, Inc.; Cause No. 2017-CI-15803 in the 150th Judicial District Court of Bexar County, Texas. (TGC 551.071) | |
| 4. | Consultation with attorney and deliberation on the appointment of a Records Administrator pursuant to Chapter 176 of the Texas Local Government Code. (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. | |

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Ed Garza, Trustee

2

Leticia Ozuna, Trustee
Patti Radle, Trustee

Sarah Sorensen, Trustee
Pedro Martinez, Superintendent



5. Adjournment

A. Adjournment

NOTICE:

1. The Board may go into executive session at any time during the meeting for personnel, real estate, security, school children, negotiated contracts for prospective gifts or donations, consultation and/or legal issues, or as otherwise permitted under the Open Meetings Act, as set out in Subchapter 551 of Title 5 of the Texas Government Code.
2. Recess: The Board of Trustees may recess the meeting at any time and reconvene the meeting within 24 hours. The reconvened meeting will occur at the same location as the original meeting and will address the original agenda without the need for reposting.

Any individual in need of services for the visually-impaired, the hearing-impaired, and/or non-English speakers should call the Board Services Office at 554-2289 by 12:00 p.m. on the date of the meeting.

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian-Perry, Vice President

Arthur V. Valdez, Secretary
Ed Garza, Trustee

3

Leticia Ozuna, Trustee
Patti Radle, Trustee

Sarah Sorensen, Trustee
Pedro Martinez, Superintendent

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Update on SAISD’s Plan to Safely Reopen Schools for the 2021 – 2022 School Year

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Pedro Martinez, Superintendent

PRESENTER: Pedro Martinez
 Patti Salzman, Deputy Superintendent

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive an update on the plan to safely reopen SAISD schools for the 2021 – 2022 school year.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2021-2022 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

AGENDA TITLE: Update on the 87th Session of the Texas Legislature

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Pedro Martinez, Superintendent

PRESENTER: Hillary Lilly, Director of Legislative Affairs

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive an update on the laws passed in the 87th Session of the Texas Legislature relating to SAISD. The Board adopted four legislative priorities on November 16, 2020:

- School Finance
- Accountability
- Digital Divide
- Local Control

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2021 - 2022 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.
- 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

AGENDA TITLE: **Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio**

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

REQUESTED BY: Patti Salzman, Deputy Superintendent

PRESENTER: Victoria Bustos, Executive Director of Student and Academic Support Services

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Service Delivery Agreement between SAISD and Communities in Schools of San Antonio (CIS-SA) for the 2021-2022 school year. The implementation of the CIS-SA Project will expand services into an additional 39 campuses, for a total of 77 SAISD campuses. Part of the District's COVID-19 recovery phase includes an emphasis on leveraging social emotional support. CIS-SA will support this recovery phase by providing a Coordinator across SAISD campuses.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approve the Service Delivery Agreement between SAISD and CIS-SA as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

ESSER funds will be used to fund this project costing approximately \$3,003,000.00

IV. 2021 - 2022 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.

SERVICE DELIVERY AGREEMENT

This Service Delivery Agreement (“Agreement”) for the period indicated herein during school year 2021-2022, by and between the **San Antonio Independent School District** (hereinafter referred to as “SAISD”), and **Communities In Schools of San Antonio** (hereinafter referred to as “CIS-SA”), a nonprofit corporation located at 1616 E. Commerce St., Bldg. 1, San Antonio, Texas 78205, sets out to establish the relationships and responsibilities of both parties in the implementation of a CIS-SA Project on seventy-seven **SAISD** campuses, as per Attachment A, and collectively referred to as “CIS-SA Projects.” Pedro Martinez, Superintendent of Schools, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SAISD Board of Trustees by his execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring the CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing the full range of services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

- A. All parties hereto mutually agree as follows:
 1. The term of this Service Delivery Agreement shall be from August 1, 2021 through July 31, 2022. This Service Delivery Agreement may be terminated by either party by providing thirty days written notice of termination to the other party. If SAISD terminates the contract, compensation and services shall cease; except, however, CIS-SA shall be entitled to receive compensation for work completed, satisfactory to SAISD, to the date of termination. If termination occurs in the middle of the payment period, compensation shall be prorated against the monthly payment next due in relation to the services actually performed.
 2. CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, applicable state and local laws, as well as written SAISD policies and regulations, with the condition that more restrictive SAISD policies and regulations (Legal and Local) have priority application under the terms of this agreement. CIS-SA services shall not conflict with SAISD policies. In order to promote awareness and presence of CIS-SA services on campus, SAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or “casual” Friday.
 3. The CIS-SA site staff, the school Principal, and the school’s site-based decision-

making committee shall proceed in a joint collaboration of services between the SAISD program and CIS-SA Project. Communication between these entities will be ongoing to address case management and other programmatic issues.

B. CIS-SA agrees to undertake the following:

1. CIS-SA, under its Standards and this Agreement, shall provide to identified students a program of services which includes: a. Counseling and/or Supportive Guidance; b. Education and Academic Enhancement Activities; c. Parental and Family Involvement Activities; d. Health and Social Service Referrals; e. Pre-Employment Skills Training and Career Awareness Activities; and f. Educational and Cultural Enrichment Opportunities. CIS-SA staff cannot fulfill duties that are normally assigned to school personnel (administrative, clerical or otherwise). During state mandated testing CIS-SA services will be available to support the school with any student and family issues that may arise.
2. CIS-SA Project may provide to the school additional staff and resources for the benefit of students. The staff and resources, as approved by both SAISD and CIS-SA, will offer a multi-disciplinary approach to serve a manageable number of students.
3. CIS-SA will provide, on a per-semester basis, a Service Delivery Plan to the school Principal for review, discussion and approval. This Service Delivery Plan will provide all parties with an outline of Project activities that are aligned to the individual campus needs, to be undertaken in the upcoming semester.
4. CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, and other applicable state and federal law.
5. CIS-SA agrees to provide management, administrative, logistical and technical support to each Project to ensure the success of the Project's service delivery initiatives. The CIS-SA Site Coordinator (bachelor's or master's level degreed professional) or Senior Site Coordinator (Master's Level Social Worker or Counselor), under the supervision of the CIS-SA Field Manager and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.
6. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and SAISD district policy. CIS-SA personnel remain employees of CIS-SA while assigned to each Project and are under the direct supervision of the assigned CIS-SA Field Manager. Agency repositioned staff assigned to the Projects remain the employees of the assigning agency. The actions of all CIS-SA employees and

repositioned staff are carried out under the auspices of CIS-SA supervisors and Campus Principal in accordance with the mutually agreed Service Delivery Plan. Any agency repositioned staff will be approved by SAISD and CIS-SA before the assignment to a designated Project. CISSA will not be entitled to file grievances under SAISD's Board policies

7. CIS-SA shall notify the school Principal, Counselor, and appropriate legal authorities, as per state and local policies and procedures, cases presented to CIS-SA staff that involve the following issues: a) Suicide threats; b) Violent behavior; c) Child abuse or neglect; d) Sexual abuse or harassment; e) Legal custody; f) Drugs or weapons. CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal, and/or Counselor, as appropriate.
8. CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student's parent, guardian or managing conservator as required by Section 38.010 of the Texas Education Code, before **on-going** services are rendered.
9. CIS-SA agrees to conduct criminal history background investigations for all agency staff. Pursuant to Senate Bill 9, CIS-SA will obtain fingerprint-based background searches on all agency staff. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA has established an account with the DPS FACT Clearinghouse for such services. Results of these background checks are available to SAISD upon request. CISSA staff will be subject to any other internal security procedures used by SAISD.

C. SAISD agrees to undertake the following:

1. SAISD will provide \$4,346,180 in service delivery fees to CIS-SA, with payments of \$482,909 to be made on a monthly basis, over 8 months, from September 1, 2021 to May 1, 2022, and one payment of \$482,908 on June 1, 2022 for the term of this Agreement to Communities In Schools of San Antonio, 1616 E. Commerce St., Bldg. 1, San Antonio, Texas 78205. Invoices are due and payable within 30 days. In the event of early termination of this contract, the last monthly payment shall be prorated in relation to services actually rendered. The SAISD authorized point of contact for all billing and invoicing needs is:
NAME: _____
TITLE: _____
ADDRESS: _____
EMAIL: _____
2. SAISD will provide office space with telephone service, access to copy and fax machines, a designated computer, access to available intranet and/or

internet capabilities, necessary office furniture, and equipment sufficient to facilitate the efficient delivery of services to students within the CIS-SA Project. In addition, SAISD will provide a secure office space conducive to accommodate confidential services.

3. Approval of the CIS-SA Fall, Spring & Summer Service Delivery Plan will be made within two weeks of submittal to the Principal.
4. Each Principal shall provide the CIS-SA Site Coordinator/Senior Site Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.
5. In accordance with state law and SAISD policy, SAISD will investigate and, if required, report to the appropriate authorities any cases presented to SAISD by CIS-SA under paragraph B(7) above. SAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SAISD or CIS-SA.
6. SAISD will notify CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.
7. The Campus counselor and/or designee will conduct Coordination of Services meetings to include the CIS-SA Site Coordinator/Senior Site Coordinators and campus-based entities that provide counseling and social services.
8. Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the TEA. Such information and data may include records on a student's academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student's parent or legal guardian.
9. Pursuant to FERPA implementing regulations at 34 CFR 99.7(a)(3)(iii) and 99.31(a)(1)(i), each school district that participates in a CIS program shall designate CIS as a School Official/Agent of the School so that CIS-SA staff may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.

10. Using a pretest/posttest measure, as well as other data that CIS-SA typically collects, CIS-SA will be able to evaluate the CIS-SA Project on these campuses. The evaluation tool will include but is not limited to teacher, guardian, or student self-reports on social and emotional development and behavioral health. The evaluation tool will be administered by the student's CIS-SA Site Coordinator/Senior Site Coordinator at the beginning of the semester, prior to case management services, and then after the school year is completed. Parents or guardians will be asked to review and sign a consent form that gives permission for participation in the CIS-SA Program and for their child to complete the evaluation tool.
11. The school Principal and/or designee shall inform the CIS-SA Site Coordinator/Senior Site Coordinator in writing of any and all developments, policy changes or other issues arising within SAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site Coordinator/Senior Site Coordinators will be trained on all Campus Emergency Response Plans.
12. SAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.
13. The CIS-SA Projects will be included in the Campus Improvement Plan.

Nothing herein shall prohibit SAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Service Delivery Agreement constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the SAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive

jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

COMMUNITIES IN SCHOOLS OF SAN ANTONIO

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By _____
President/CEO

By _____
Superintendent

Date of Approval: _____

Date of Approval: _____

ATTACHMENT A:

Communities in Schools Deployment Plan for the 2021 - 2022 School Year

	FY21 (2020-2021)	Additional Allocations
# of FTEs from Local Funds	38	39
Schools with # FTEs	Ball (1) Beacon Hill (1) Bowden (1) Briscoe (1) Cameron (1) Carvajal (1) Crockett (1) Davis (1) DeZavala (1) Douglass (1) Hawthorne (1) Harris (1) Herff (1) Highlands (2) Hirsch (1) Japhet (1) JT Brackenridge (1) Lamar (1) Lanier (2) Longfellow (1) Lowell (1) Margil (1) Miller (1) MLK Academy (1) Pershing (1) Poe (1) Rhodes (1) Rogers Academy (1) Rogers (1) Sam Houston (2) Schenck (1) Tafolla (1) Whittier (1) Woodlawn Academy (1) Woodlawn Hills ES (1)	ALA (.5) Arnold (1) Barkley-Ruiz (1) Baskin (1) Brackenridge (1) Burbank (2) CAST Med (1) CAST Tech (.5) Collins Garden (1) Edison (2) Fenwick Academy (1) Forbes Academy (1) Foster Academy (1) Fox Tech (.5) Franklin (1) Gates (1) Graebner (1) Green Elementary (.5) Highland Hills (1) Highland Park Elementary (1) Hillcrest (1) Hot Wells (1) Huppertz (.5) Irving DL (.5) Jefferson (2) Kelly (.5) Madison (1) Maverick (1) Mission Academy (1) Neal (1) Ogden (1) Phoenix MC (.5) Rodriguez Montessori (.5) Sarah King (1) Smith (.5) Steele Montessori (.5) Storm (.5) Travis ECHS (.5) Twain DL (.5) Wilson (1) Washington (1) YMLA (1) YWLA Primary (.5) YWLA Secondary (.5)
Local Fund Investment	\$1,343,180	\$3,003,000

Campuses will have a half-time (.5), fulltime (1), or two (2) positions based on the number of students and the need of the families.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Submission by Trustees of the Executed Affidavits Affirming Review and Understanding of the SAISD’s Code of Ethics**

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

REQUESTED BY: Christina Martinez, Board President

PRESENTER: Christina Martinez

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

Each Board Member is requested to annually review and submit an affidavit affirming the Trustee has read and understood the SAISD’s Code of Ethics.

On March 19, 2019, the Board approved the SAISD Code of Ethics in order to strengthen such policies that serve to enforce best practices for SAISD Trustees and District employees on ethical conduct in the performance of their duties.

Each year, Board Members review the contents of the SAISD Code of Ethics and shall sign an affidavit (Exhibit A) included in the Code, confirming that they have received and read the SAISD Code of Ethics. The signed affidavit shall be given to the Records Administrator, who will maintain copies of the affidavits in accordance with the terms of the District’s document retention policy.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board review the SAISD Code of Ethics and that each Trustee submit an affidavit.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2021 - 2022 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.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
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EXHIBIT A

AFFIDAVIT OF BOARD MEMBER AFFIRMING ETHICS CODE

STATE OF TEXAS
COUNTY OF BEXAR

I, _____ (*name of Board Member*), as an elected School Board Trustee of San Antonio Independent School District, make this affidavit and on my oath state the following:

1. I received a copy of the Ethics Code on _____ (*date*);
2. I read and reviewed the contents of the Ethics Code after receiving it;
3. I hereby affirm that I agree to strictly abide by the terms of the Ethics Code, and I agree to

be subject to all penalties and enforcement mechanisms outlined therein.

Signed _____ (*date*)

Signature of Board Member: _____

District Represented: _____

STATE OF TEXAS
COUNTY OF BEXAR

Sworn to and subscribed before me on this _____ day of _____ (*month*), _____ (*year*).

_____, Notary Public, State of Texas

**SAISD BOARD AGENDA
SUMMARY FORM**

AGENDA TITLE: SAISD Board of Trustee Committee Reports

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Christina Martinez, Board President

PRESENTER: Board Committee Chairpersons

MEETING DATE: July 19, 2021

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.

Academic Excellence Committee

Acting Chair: Trustee Ed Garza

Members: Trustee Art Valdez
 Trustee Leticia Ozuna

Finance & Audit Committee

Acting Chair: Trustee Art Valdez

Members: Trustee Alicia Sebastian-Perry
 Trustee Sarah Sorensen

Governance Committee

Chair: Trustee Christina Martinez

Members: Trustee Alicia Sebastian-Perry
 Trustee Leticia Ozuna

Growth & Development Committee

Chair: Trustee Ed Garza

Members: Trustee Christina Martinez
 Trustee Sarah Sorensen

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. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Restructuring of Board Committees

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Christina Martinez, Board President

PRESENTER: Christina Martinez
 Pablo Escamilla, General Council

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

Board President, Christina Martinez, proposes a reconsideration of the Board's current committee structure. The current committee structure has, through the years, moved away from that contemplated in the Board's BDB (LOCAL) Policy. The time is opportune to review and restructure the Board's committees to bring them in line with the approved policy.

Currently, the Board's Committees are operating as standing committees when the policy contemplates ad hoc committees; with the exception of the Board's Audit Subcommittee. Restructuring the Board's committees, pursuant to the policy, will have the positive effect of guaranteeing a more efficient and productive use of each Trustee's time.

A legal memorandum was sent to all Trustees prior to the meeting for their review.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board of Trustees restructure its committees to conform to local policy BDB.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

NA

IV. 2021 - 2022 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.
- 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

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

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Liz Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the renewal of the Interlocal Agreement between SAISD and the University of Texas at Austin for OnRamps Dual Enrollment Distance Learning Courses.

OnRamps is designed to accelerate student success by providing university-level work and developing the necessary skills for college. 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 courses while also meeting high school graduation requirements. These courses also meet the House Bill (HB) 5 requirements for advanced level mathematics, reading, science, and Science, Technology, Engineering and Math (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.

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 semesters. Returning teachers must attend a three-day summer institute refresher training at UT Austin. All training will be held virtually for summer 2021.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the renewal of the Interlocal Agreement as presented for the UT Austin OnRamps Program for the 2021 – 2022 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

198-11-6222-OR-878-2-38-878	Tuition: approximately \$305,900	
198-13-6499-OR-878-2-99-878	Fees: approximately \$26,800	
	Total District Estimated Cost:	\$332,700

IV. 2021 - 2022 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.

**Interlocal Agreement
Between
The University of Texas at Austin
and
San Antonio ISD**

FOR THE 2021-2022 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2021 is entered on the Effective Date by San Antonio ISD (SAISD) and the University of Texas at Austin, on behalf of its Office of Strategy and Policy (UT Austin), collectively referred to as the Parties.

Contracting Parties:

Receiving Party (SAISD)
San Antonio ISD
141 Lavaca Street
San Antonio, TX 78210

Performing Party UT Austin
The University of Texas at Austin
110 Inner Campus Drive, Suite 102
Austin, TX 78712

WHEREAS, UT Austin and SAISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from UT Austin and their SAISD high school.

WHEREAS, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Interlocal

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

2. Nature of OnRamps

UT Austin and SAISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from SAISD and college credits from UT Austin through a distance education course.

SAISD and UT Austin will share the responsibility to implement the OnRamps program. By entering into this Agreement for the delivery of distance college courses, SAISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at SAISD.

3. Consideration

Each year of the Agreement, SAISD will pay UT Austin the cost per student and teacher training needed by SAISD as set forth in section 4.2(H) below. SAISD must also cover the cost of lodging, transportation, and teacher substitutes (fall and spring) during Professional Learning Institutes (PLI).

Funds paid by SAISD to UT Austin cover the student enrollment fee, teacher professional learning fee, and lodging expenses for high school teachers participating in Summer PLI. Payment in full is due and payable to UT Austin within thirty (30) calendar days from receipt of an undisputed invoice in accordance with Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act). All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

University of Texas at Austin
Office of Strategy and Policy
2616 Wichita Street, STOP A7300
Austin, TX 78712

4. Scope of Work and Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared by SAISD and UT Austin. SAISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

4.1 Responsibilities of UT Austin Enrollment and Records

- A. Register high school students for OnRamps courses (as listed in Exhibit A fully incorporated by this reference) 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 is 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).

- B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, 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 SAISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades for students who are eligible, successfully complete, and accept college credit for the distance college course with the UT Austin Registrar. A student may request an official copy of their transcript from the Registrar at the end of the spring term, in accordance with the UT Austin Registrar request procedures and fees.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.
- E. Information received and stored by OnRamps regarding students enrolled at UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).

Curriculum and Instruction

- F. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for 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.
- G. Offer distance education and high school courses that:
 - a. Provide 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. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas Learning Management System (Canvas LMS), and/or the UT Austin OnRamps academic course staff unless otherwise specified.
 - f. Prominently feature the four pillars of OnRamps: College Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences.
 - g. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas LMS, to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.
- H. Administer OnRamps distance college courses via a dual-enrollment model. 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. All OnRamps students register for semester- or

year-long courses. The college enrollment process differs between the two course types.

- a. Semester-long Course College Enrollment Process
 - i. In order for students to gain access to the UT Libraries, all semester-long student enrollments are recorded at the beginning of the semester with the University in alignment with OnRamps and University processes.
 - ii. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors or Record.
 - iii. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course.
 - iv. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- b. Year-long Course College Enrollment Process
 - i. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit 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. Grade-based eligibility criteria and TSI requirements are described in each college course syllabus.
 - ii. Eligible student enrollments are recorded with the University in alignment with OnRamps and University processes.
 - iii. Students must complete a series of additional required assignments and assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to determine successful completion of the distance college course.
 - iv. Eligible students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- I. Before accepting credit for an OnRamps course, students are advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability. Most 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. Refer to Exhibit A for detailed course information, including Core Curriculum designations and TCCNs.
- J. Provide technology and support services necessary for successful implementation, teaching, and learning in OnRamps courses:

- a. Maintain servers operated by or hosted on UT Austin’s web-based Canvas LMS.
- b. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum.
- c. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- d. 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.
- e. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
- f. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- g. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for the district, campuses, high school teachers, and students.

Professional Development and Support

- K. Deliver professional learning to participating SAISD teachers who teach the OnRamps course.
 - a. A Summer PLI for participating SAISD teachers will be delivered by UT Austin using distance education and virtual learning technologies. Each course offered through OnRamps has an associated Summer PLI. UT Austin is responsible for the following at Summer PLI:
 - i. Scheduling the necessary facilities to conduct PLI.
 - ii. Facilitating lodging, parking, and food for participants.
 - iii. Conducting Summer PLI.
 - iv. Crediting participating SAISD teachers with continuing professional education hours (approximately 80 hours for new teachers and approximately 50 hours for returning teachers over the course of a full academic year).
 - b. Academic year PLIs: One-day PLIs for, new and returning, participating SAISD teachers, will be held at UT Austin or designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. SAISD 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.
- L. Provide one or more Course Staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by 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 SAISD high school teacher.
- M. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to SAISD and its administration

(Superintendent, Director of Advanced Academics, Campus Administration, Counselors, etc.).

- a. The goals of professional learning and development opportunities specific to administrative and counselor roles and functions are to inform, collaborate, and advise on key elements that prepare students for transition to postsecondary. These events provide space and time for administrators, counselors, and OnRamps to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
 - b. Deliver in-person or virtual presentations and/or workshops to SAISD and its staff regarding OnRamps program overview, implementation, and strategies for success.
 - c. Deliver in-person or virtual presentations and/or workshops to the SAISD community regarding OnRamps overview, implementation, and motivation/support for their child/student.
 - d. Provide a link for SAISD to request and/or schedule in-person or on-line presentations. SAISD is allotted one OnRamps presentation per campus in an academic year. Presentation requests must be made at least one week in advance. Requests are not guaranteed and will be scheduled based on availability of the OnRamps outreach team.
- N. The UT Austin course staff will:
- a. Conduct or co-conduct the Summer and one-day PLIs.
 - b. Assist SAISD with OnRamps implementation by providing the necessary training to SAISD 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 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 Instructors of Record overseeing distance college courses.
 - f. Assist UT Austin faculty and Instructors of Record to maintain the course for SAISD students, including electronic distribution of lectures, homework assignments, quizzes, projects, and exams to participating teachers and provide ongoing support with implementing the curriculum.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as SAISD 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 SAISD high school teacher(s) and classroom observations.
- a. OnRamps staff will alert SAISD administration of any serious concerns regarding SAISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If SAISD 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 SAISD 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 SAISD high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with UT Austin expectations and be given coaching and support through the course staff, OnRamps PLIs, virtual coaching, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement, OnRamps will notify SAISD who will use its best efforts to identify an alternate high school teacher, and SAISD will work with UT Austin to continue the course through the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
 - d. Should UT Austin deem an OnRamps SAISD high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify SAISD 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 UT Austin must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.
- P. Appoint SAISD high school teachers as UT Austin OnRamps Affiliates. As an OnRamps Affiliate, SAISD high school teachers are eligible to receive university ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, and other benefits. Once an OnRamps SAISD 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.
- Q. 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 OnRamps program/process.

Student Services

- R. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- S. Provide online and phone-based technical support for OnRamps teachers and students using the curriculum when that support is not provided through Canvas LMS.

- T. 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.
- U. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants for writing consultation with student distance college course writing assignments.
- V. Protect students' education records in accordance with FERPA policies.
- W. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- X. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

Extended Student Absences [subject to SAISD policies]

- Y. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the SAISD 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 enrolled. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
 - a. The administrator, OnRamps SAISD 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 determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
 - i. If this occurs prior to the identified course census date, then the District/Charter will not be invoiced for this student.
 - ii. 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 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, if the student returns to the home campus in time for registration at the beginning of spring instruction.
- Z. 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 SAISD point of contact, campus principal and/or the high school instructor 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 enrolled.

4.2 Responsibilities of SAISD [subject to SAISD policies and applicable law]

- A. Implement one or more OnRamps courses.

- a. Assign an SAISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for SAISD administration with OnRamps staff.
 - i. This SAISD contact will provide up-to-date contact information for SAISD and its campus administration. In the event there is a change in administration at SAISD or at its campuses, the SAISD contact will communicate those changes to their OnRamps Point-of-Contact.
- b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
 - i. Should SAISD request an OnRamps presentation, SAISD is responsible for organizing the event to include reserving appropriate meeting space, creating an agenda, and providing the technology/equipment needed for the presentation's 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 SAISD high school teachers. In the case of RHE 306 and RHE 309K, see subsection iii(1) below.
 - ii. As overseen by UT Austin faculty and based on the rigor of the course for students, 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.
 - 2. Requires a cap of 25 students per section with a limit of two (2) 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 high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), all consistent with SAISD policies.
 - a. Minimum requirements for OnRamps new SAISD high school teachers 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 pre-calculus).
 - iii. Completed annual OnRamps teacher application.
 - iv. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of the FERPA module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. SAISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-PLI

tasks may not be eligible to attend PLI. If SAISD's high school teacher(s) does(do) not complete pre-PLI tasks before the start of the required Summer PLI, 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 Summer PLI. New OnRamps SAISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI.
 1. The SAISD teacher assigned to the course **must** complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing 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 Instructor Summer PLI for each subsequent year they implement that course, inclusive of OnRamps Summit. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
 2. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps SAISD high school teachers who miss more than 20% of Summer PLI, regardless of the 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.
 - vi. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
 1. Completion of the minimum number of virtual coaching uploads over the course of the academic year is required.
 - vii. Attendance at the Fall and Spring PLIs.
 1. SAISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
 - viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix. Adhere to guidelines regarding OnRamps course content intellectual property. SAISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
 - x. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- b. Minimum requirements for OnRamps returning SAISD teachers include:

- i. Successful implementation of OnRamps course during the previous academic year according to requirements 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 Summer PLI.
 - iv. Completion of required tasks before the start of Summer PLI.
 - v. Successful participation in and completion of all required activities in Summer PLI.
 - 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 Fall and Spring PLIs.
 - 1. SAISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
 - 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. SAISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
 - xi. Delivery OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- C. Ensure OnRamps SAISD 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 SAISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
 - b. Provide access to computer and internet, as specified by UT Austin, and adhere to requirements outlined in the OnRamps Technology Manual, once latest copy is provided to SAISD.
 - c. Ensure that students in the OnRamps distance college course have daily, scheduled access to technology that meets 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, and the following technology for specific course implementation (as applicable).
 - 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.
 - h. The Chemistry course(s) 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 SAISD high school teachers implement the program with fidelity, including the following:
- a. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
 - 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 SAISD 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 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.
 - d. Participate in professional learning, including Summer PLI, one-day workshops, monthly video conferences or virtual learning modules, Sibme virtual coaching, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, SAISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
 - 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 SAISD 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 the OnRamps program meet the minimum academic requirements for each course as shown in Exhibit A.
- 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 the student is enrolling in a college course with the opportunity to earn college credit.
- a. Only students who have demonstrated the 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 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 dually 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. If joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding Summer PLI and academic year workshops, outlined in this Agreement for SAISD, will be defined on a per-student, per-course basis. Program costs will be evaluated and adjusted annually. The SAISD annual program fees for each student enrolled in an OnRamps course for the 2021-2022 academic year are \$149, or \$99 for students identified free and reduced lunch, per student and per course.
SAISD is paying a subsidized rate. During the 2021-2022 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 OnRamps and applicable pending 87th legislative appropriation.
 - b. Timing of payment: The OnRamps program fee is assessed for each student registered in each OnRamps course on the designated course census date. Within the self-registration window at the beginning of each course, students may decide to drop out of an individual course 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 year-long and fall semester courses and again on the identified census date in spring for spring semester courses and invoice the District based on enrollment at that time. Refunds will not be given at the end of a 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. For our year-long courses, a student not eligible 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 SAISD in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course. SAISD is responsible for paying within 30 days of receipt of the invoice. 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. Pending 87th legislature appropriation, 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.
 - c. Cost of Professional Learning

- i. The cost of the OnRamps Summer and academic year PLIs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:
 - 1. \$850 for new teachers
 - 2. \$550 for returning teachers
 - ii. SAISD will be sent an invoice that itemizes the annual professional learning fees for each participating teacher of Summer PLI.
 - 1. The District is responsible for paying within 30 days of receipt of an undisputed invoice.
 - 2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Payment Act.
 - 3. OnRamps strongly recommends SAISD provide a daily stipend to teachers participating in required PLIs.
- I. Any person performing Services under this Agreement on behalf of SAISD must be actively employed or eligible for employment by SAISD and may not be on administrative leave. SAISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If SAISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.

5. Summer PLI Teacher Registration and Attendance

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

6. Educational Records and Data Sharing

- A. SAISD 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 FERPA, as well as applicable SAISD policies, UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide the OnRamps program and related services to SAISD and for SAISD's accountability reporting purposes, OnRamps requires specific student information from SAISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the OnRamps program.

- B. 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 improvements.
- C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and SAISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention and support student success; 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 either party obtains access to SAISD and/or UT Austin records or record systems protected under FERPA, each party agrees to strictly adhere to the provisions of FERPA and its regulations. While in possession of FERPA records and data, only persons authorized to access the student data related to the OnRamps program will be granted access as required by FERPA.

7. Governmental Function, Immunity, Record Protection, and Criminal History

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity of similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on SAISD or UT Austin not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government 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.

UT Austin further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, SAISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs Services under this Agreement.

8. Indemnity

The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

9. Term and Termination

This Agreement is effective on June 1, 2021, no matter the date fully executed by both Parties and covers a period beginning June 1, 2021 and ending August 31, 2022.

Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. SAISD agrees any amounts owed for satisfactory Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

10. 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.

11. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

12. Disputes

If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

13. Notice to Parties

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given 1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or 2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

SAISD at:

San Antonio ISD
141 Lavaca Street
San Antonio, TX 78210

UT Austin at:

Darrell Bazzell, Senior Vice President and Chief Financial Officer
101 Inner Campus Dr, Ste 102
Austin, TX 78712

With a copy to:

Office of Strategy and Policy
2616 Wichita St.
Austin, TX 78712
Email: sp.contracts@austin.utexas.edu

or such other address as later provided by a party through written notice to the other party.

14. Venue; Governing Law

This Agreement, all of its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

15. Mutual Negotiation

This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

16. Entire Agreement

This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior

agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

17. Amendment and Assignment

Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

18. Survival

A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

19. 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.

20. Cybersecurity Training Program

During the term and any renewal of this Agreement, each party shall comply with Texas Government Code Chapter 2054 concerning cybersecurity for state agencies and local government, and to the extent applicable verify compliance to the other party.

21. Access by Individuals with Disabilities

Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either 1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or 2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

22. Payment of Debt or Delinquency to the State

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or

delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

23. State Auditor’s Office

Contracting Parties understand acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor’s Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\), 73.115\(c\) and 74.008\(c\), Education Code](#)). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

24. Severability

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

25. Public Records

It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (Public Information Act), as it applies to the Contracting Parties’ respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party
San Antonio ISD

Performing Party
The University of Texas at Austin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundation of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introduction to Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 206LA	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing and Rhetoric of American Identity	RHE 309K	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Quantum Computing	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT
BY AND BETWEEN
San Antonio ISD
AND
OFFICE OF STRATEGY AND POLICY
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, The San Antonio ISD (“SAISD”) agrees to provide individual student-level data to the Office of Strategy and Policy at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. SAISD hereby appoints UT Austin as a legitimate educational official of SAISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, UT Austin hereby appoints SAISD as a legitimate educational official of UT Austin in accordance with FERPA. The Office of Strategy and Policy agrees to provide individual student-level data to SAISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2022 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

SAISD Designee for Student Data and Office of Strategy and Policy will coordinate data exchange for all OnRamps program participants for the 2021-2022 academic year, as follows:

Responsible Party	Time Period	Type of Data
Office of Strategy and Policy	August 2021 – July 2022	<p>Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the portal will be limited to pre-identified campus and SAISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> • Course enrollments • Eligibility status • Eligibility letter grade • Final letter grade • Credit decision (credit accepted or declined)

		<ul style="list-style-type: none"> • University transcript grade • Student qualifying status for free/reduced lunch
SAISD	December 2021 – February 2022	<p>In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs. Based on the Student State IDs, the Texas Education Agency (TEA) provides OnRamps with students’ Economic Disadvantage Status.</p> <ul style="list-style-type: none"> • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)
SAISD	May 2022 – July 2022	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

All data will be exchanged using secure systems and in an encrypted, password protected electronic format by SAISD and Office of Strategy and Policy.

Office of Strategy and Policy assures that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. Office of Strategy and Policy further assures that the data elements will not be released to a third party without written parental or student (as applicable) consent.

Any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other UT Austin program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure and locked area and to prevent unauthorized access.

All persons authorized to have access to the data have certified their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality (“Access to Confidential Data”).



BOARD AGENDA CLARIFICATIONS

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

Department:	Advanced Academics/Postsecondary Initiatives
Board Meeting Date:	July 19, 2021
Agenda Title:	Approval of the Renewal of the Interlocal Agreement Between SAISD and the University of Texas at Austin for OnRamps Dual Enrollment Distance Learning Courses
Presenter:	Liz Ozuna, Exec. Dir., Adv. Acad. & Post- Sec Initiatives
Cost:	Estimated: \$332,700 (includes tuition and required teacher training)
Board Goal: #7	Increase the percent of HS students earning college credit

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
\$305,900 ~2,200 seats	5 New 41 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)

Questions to consider:

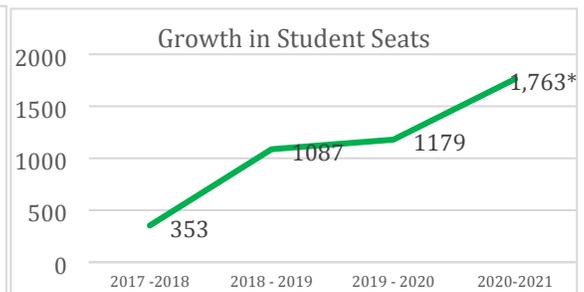
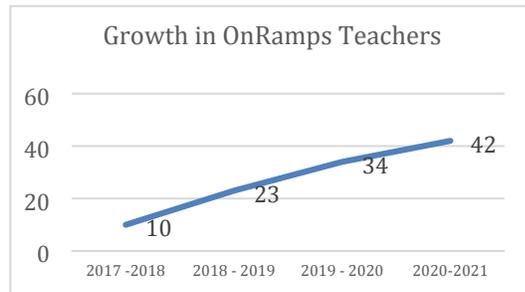
Is this a renewal?

What data supports this renewal?

Is this an expansion of the program? If so, why?

Is this a renewal? Yes No

DATA SUPPORTING THE RENEWAL:



*2020-2021 working data with possible duplicated seat numbers

DATA SUPPORTING THE RENEWAL (cont.):

	2017 -2018	2018 - 2019	2019 - 2020	2020-2021
Teachers	10	23	34	42
Students	353	1087	1179	1,763*

Benefits of participation include:

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Food Bank**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Elsa Pennell, Director, Office of Family and Community Engagement

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and San Antonio Food Bank to provide 1) food and supplies for up to 15 distribution opportunities; 2) one District food and supply pantry; and 3) up to 35 school food and supply pantries at SAISD facilities and/or events Districtwide during the 2021-2022 school year.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the proposed MOU with San Antonio Food Bank for food/supply donations for Districtwide food distribution events, a District food/supply pantry, and school food/supply pantries for the benefit of SAISD families.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2021-2022 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.

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between the **San Antonio Independent School District**, a political subdivision of the State of Texas (hereinafter, "DISTRICT"), and the **San Antonio Food Bank**, a Texas nonprofit organization (hereinafter, "FOOD BANK"). DISTRICT and FOOD BANK are also collectively referred to as "Parties" and singularly as "Party".

I. PURPOSE

The purpose of this MOU is to outline the understanding between the Parties for food/supply donations for districtwide food distribution events, a district food/supply pantry, and school food/supply pantries for the benefit of DISTRICT families. The FOOD BANK will provide food/supplies for up to 15 distribution opportunities, 1 district food/supply pantry, and up to 35 school food/supply pantries at DISTRICT facilities and/or events districtwide during the 2021-2022 school year.

II. TERM/CANCELLATION

The term of this MOU will commence on **July 1, 2021 and will continue through June 30, 2022** and is subject to annual approval by the SAISD Superintendent and Board of Trustees. This Agreement may be terminated at will by either party with 30 days written notice delivered to either party. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by San Antonio Food Bank for the Program to San Antonio Food Bank within 30 days of termination date.

III. UNDERSTANDINGS

The DISTRICT agrees to the following:

- DISTRICT agrees to the safe and proper handling of food, which conforms to all local, state and federal regulations.
- DISTRICT agrees to distribute healthy, nutritious food to children and families free of charge, including exchange of monies, goods or volunteer services.
- DISTRICT agrees to abide by the policies, procedures, and record keeping requirements of the FOOD BANK as much as possible and to keep accurate record of number of adults and children served at each distribution or pantry and submit reports to the FOOD BANK.
- DISTRICT agrees to provide the FOOD BANK with distribution dates in advance and to receive deliveries on the designated day and time.
- DISTRICT agrees to inform the FOOD BANK in writing of any changes in DISTRICT personnel, days/hours of operation and/or population being served that will impact any meal distribution.

- DISTRICT agrees to notify the FOOD BANK of any issues that arise between the DISTRICT and the FOOD BANK regarding space, staff, volunteers, or other matters and communicate any problems and requests to San Antonio Food Bank in a timely manner.
- DISTRICT agrees that at least one representative must receive some form of food safety training, such as ServSafe Food Handler for Food Banking developed by Feeding America and the National Restaurant Association, or an equivalent training.
- DISTRICT agrees to operate distribution events in a rotation where the FOOD BANK delivers food to a specific site in accordance with DISTRICT protocols and guidelines.
- DISTRICT agrees to operate the districtwide and school pantries where the DISTRICT is responsible for picking up food for a specific site.
- DISTRICT agrees to identify a school food pantry coordinator at every participating school.
- DISTRICT agrees to follow all on site pantry requirements from the FOOD Bank including pest control, ensuring food storage is in a secure locked location where it is inaccessible when pantry is not open, ensuring visible hours of operation and availability of pantry, ensuring shelving or storage for food storage is adequate, ensuring all food is 4 inches off the floor, away from the wall, and 6 inches below the ceiling and away from cleaning materials and toxic chemicals, posting all required signage, and being available for an on-site monitoring visit.
- DISTRICT agrees to use social media and other channels of communication to promote distribution events and pantries to families.

The FOOD BANK agrees to the following:

- FOOD BANK agrees to order high quality food for the DISTRICT according to the estimated number of people provided by the DISTRICT.
- FOOD BANK agrees to identify and procure staple food items and/or supplies necessary for the DISTRICT for distribution events and all food pantries.
- FOOD BANK agrees to make deliveries to the DISTRICT the day of the event with the understanding that the DISTRICT does not have the capacity to store any deliveries.
- FOOD BANK agrees to appoint a primary contact to provide administrative oversight and leadership to the DISTRICT.
- FOOD BANK agrees to provide or coordinate training opportunities for DISTRICT staff and volunteers as appropriate, such as event administration, safe food handling, and nutrition education.
- FOOD BANK will ensure that the DISTRICT meets national and local FOOD BANK objectives through monitoring and periodic site visits at least once every year during designated hours of operation. Any issues will be communicated in writing to the DISTRICT within seven business days.

- Subject to demand and mutual agreement by the Parties, the Parties may establish additional meal distribution opportunities for families in DISTRICT facilities.

**IV.
GOVERNING LAW**

Texas law will govern this MOU and all obligations of and performance by the Parties hereunder. DISTRICT does not intend to waive any governmental powers or immunity by entering or performing under this MOU.

**V.
ENTIRE MOU/AMENDMENT**

This MOU constitutes the entire agreement between the Parties for the purpose stated hereunder and supersedes all prior or contemporaneous agreements between the Parties, whether oral or written. No amendment, modification, or alteration of the terms of this MOU will be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the Parties hereto.

San Antonio Food Bank

By: _____

Printed Name: _____

Title: _____

San Antonio Independent School District

By: _____
Pedro Martinez, Superintendent



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Office of Family and Community Engagement
Board Meeting Date:	July 19, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Food Bank
Presenter:	Elsa Pennell, Director, Office of Family and Community Engagement
Cost:	\$0
Board Goal:	#1 - Increase the percent of Campuses rated Accomplished or Higher on the SAISD School Performance Framework (SPF)

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
30,000+		35 (pantries 91+ (distribution events))	0	0	0

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Through this agreement, the District will be able to help families address food insecurity. FACE Specialists and Social Workers will collaborate to help families access food/supplies. Families will be able to pick up food/supplies at the schools, pantries, distribution events, or the resources will be delivered via home visits.</p> <p>The San Antonio Food Bank has been serving the community since 1980 and has been supporting families through school and community food distributions. This MOU, which includes Districtwide food distributions and pantries for families to have access to much-needed resources, is a first of its kind for SAISD. We will establish up to 35 school pantries in year one, 30 in year two, and 30 in year three.</p>
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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Threads**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Victoria Bustos, Executive Director of Student & Academic Support Services

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and San Antonio Threads. SAISD agrees to have dedicated space within a campus to set up a mini Threads Store where students can receive free necessary clothing, shoes, and personal hygiene items. The San Antonio Threads Mini Store will be housed at Tafolla Middle School and will be open to all SAISD campuses in need of emergency items for students.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the MOU between SAISD and San Antonio Threads as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2021 - 2022 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.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") is made and entered into effective as of June 1, 2021 (the "Effective Date"), by and between SAN ANTONIO THREADS, a Texas non-profit corporation ("SA Threads"), and SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (the "School District").

WHEREAS, SA Thread is a charitable organization focused on providing clothing, backpacks, hygiene items and other resources necessary for needy or at-risk youth to assist recipients to attend school and focus on their education (the "Services");

WHEREAS, SA Threads has assisted the School District by providing Services on a monthly basis to needy and at-risk-youth students enrolled in the School District's schools; and

WHEREAS, the School District has agreed to provide a dedicated space for SA Threads to establish a small scale youth shop where clothing and other personal items can be stored to allow the School District to meet the needs of students on an as needed basis;

NOW, THEREFORE, in consideration of the premises and for the further consideration of the terms, provisions, and conditions hereinafter set forth, SA Threads and the School District have agreed as follows:

1. On Campus Youth Shop.

The parties mutually agree that the School District will allocate a dedicated space within one of the School District's campuses to be used by SA Threads to set up a small or mini Threads store location where students can "shop" for necessary clothing, shoes and personal hygiene items on an as needed basis (the "*Mini Shop*"). SA Threads agrees to provide a limited supply of new clothing, shoes and personal items such a backpacks to be available to in-need students on an immediate basis at the Mini Shop. In addition, SA Threads will use its best efforts to supply specifically requested sizes or clothing items to meet a particular student's needs from SA Threads' inventory at their main facility.

2. SA Threads Responsibilities.

- (a) SA Threads agrees to use its best efforts to stock the Mini Shop Location with a variety of sizes and selection of clothing including jeans, underwear, socks, shoes and other personal items at least monthly during the Term.
- (b) SA Threads reserves the right to refuse Services to any student not meeting SA Threads need requirements or acting disrespectful or otherwise inappropriately while shopping at the Mini Shop.

(c) SA Threads hereby grants the School District a limited, non-exclusive right to use the SA Threads logo and its mission statement at Mini Shop, including signage and in murals on the walls of the Mini Shop.

3. School District's Responsibilities.

(d) The School District will be responsible for dedicating a separate space for exclusive use as the Mini Shop. The School District will be responsible for all costs of finishing out and maintaining the Mini Shop location. In addition, the School District will provide school staff or volunteers to assist the students while they "shop" for new clothes and any other supplies.

(e) The School District will ensure that the Mini Shop is locked at all times and access is limited to appropriate school personnel and students shopping at the location. All Mini Shop inventory shall remain in the Mini Shop at all times. The School District will use its best efforts to ensure the inventory is not lost, stolen, damaged or destroyed.

(f) The School District will designate an employee to act as the liaison with SA Threads who shall be responsible for overseeing the Mini Shop and communicating the supplies needed for restocking or special needs of a particular student. In addition, the School District shall provide an intake form for each child receiving items from the Mini Shop. . .

4. Term.

The initial term of this Memorandum shall begin on the Effective Date and continue through May 31, 2022 (the "Initial Term"), unless terminated as hereinafter provided. This Memorandum shall automatically renew for successive twelve (12) month periods after the Initial Term and each renewal term thereafter (collectively, the "Term") unless a party provides prior written notice to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the Initial Term or the then current renewal term.

5. Termination.

This Memorandum may be terminated at any time upon the mutual written agreement of the parties. In addition, either party may terminate this Memorandum, without cause, by giving the other party sixty (60) days prior written notice of such termination. At the expiration of such sixty (60) day period, this Memorandum shall terminate. Following any notice of termination hereunder, the parties will fully cooperate to ensure the orderly return of all remaining inventory from the Mini Shop to SA Threads.

6. Section 4: Confidentiality.

SA Threads agrees not to disclose personal information including a student's name, ethnicity, economic status or other personal information to any third-party other than may be required by law; provided, however, that such information may be used (without including any identifying information) for the purposes of maintaining statistics on individuals served by SA Threads, applying for grants or other funding requests, and other similar purposes related to furthering SA Threads mission.

7. Limited Liability.

SA Threads is an independent contractor of the School District. SA Threads shall not be liable to the School District, or to anyone who may claim any right due to its relationship with the School District or any of its employees, agents or other persons affiliated in any way with the School District, for any acts or omissions in the performance of the Services provided hereunder, except when said acts or omissions of SA Threads are due to its gross negligence or willful misconduct. To the furthest extent of the law, the School District shall indemnify and hold SA Threads harmless from any obligations, costs, claims, judgments, attorneys' fees, and other attachments arising from the performance of the Services rendered to the School District hereunder, except when the same shall arise due to the gross negligence or willful misconduct of SA Threads.

8. Notices.

All notices under this Memorandum must be in writing and will be deemed to have been duly given when (a) delivered by hand, (b) sent by electronic mail (with confirmation of receipt), or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other party):

SA Threads:

San Antonio Threads
Attn: Cathy Hamilton, CEO
10446 Sentinel Street
San Antonio, TX 78217
Email: cathy.sathreads@gmail.com

School District:

San Antonio Independent School District
Attn: Pedro Martinez, Superintendent
514 W. Quincy Street
San Antonio, Texas 78212

Email: _____

9. **Miscellaneous**

This Memorandum contains all agreements between the parties hereto and may be amended only by a written agreement executed by all parties hereto. Any provisions of this Memorandum that are deemed invalid or unenforceable shall be severable from the remainder of this Memorandum and will not affect the validity of the remainder of this Memorandum. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement. Neither party shall have the right to assign this Memorandum without the prior written consent of the other party. This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas and applicable federal law, without giving effect to the principles of choice of law of any state. This Memorandum shall be binding upon and inure to the benefit of the signatories hereto and their respective successors, heirs, administrators, trustees, executors and assigns.

SAN ANTONIO THREADS

By: 
Cathy Hamilton, CEO

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____
Pedro Martinez, Superintendent



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student and Academic Support Services
Board Meeting Date:	July 19, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Threads
Presenter:	Victoria Bustos, Executive Director, Student & Academic Support Services
Cost:	\$0
Board Goal:	Ensure Proficiency – Increase the percent of on-time, 4-year Graduation and decrease dropout rates. Targeted Focus on Post-Secondary Success – Increase the percent of graduates attending college.

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
1,000	0	All	No Cost	0	0

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>San Antonio Threads is a nonprofit organization whose purpose is to clothe at-risk students ages 12-21 in Bexar County and surrounding counties. They provide a safe and nurturing shopping experience for teens in need, so they can attend school and focus on their education. San Antonio Threads Mini Shop will provide new clothing, shoes, and personal items, such as backpacks, to those students in need.</p>
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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Agreement Between SAISD and UP Partnership

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent

PRESENTER: Beth Jones, Senior Executive Director, SEAD & Restorative Practices
Liz Ozuna, Executive Director, College Readiness

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Agreement between SAISD and UP Partnership (UP). As a network partner, SAISD will receive coaching and professional development to support the District's initiatives to advance equity in student outcomes and to increase postsecondary attainment.

UP facilitates a cross-sector collaborative of school districts and community partners who strategize to scale educational attainment and equitable access to postsecondary opportunities. This collaboration primarily focuses on Latinx students, students with Dreamer status, and students of color through the Diplomás network, My Brother's Keeper SA (MBKSA), and the Equitable Enrollment Collaborative. Additionally, UP partners with MBKSA, other community partners, and other school districts to create a program with a focus on restorative justice by providing coaching and professional development to build capacity within schools.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board of Trustees approve this Agreement with the UP Partnership to provide coaching and professional development to advance equity in student outcomes and postsecondary attainment.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)

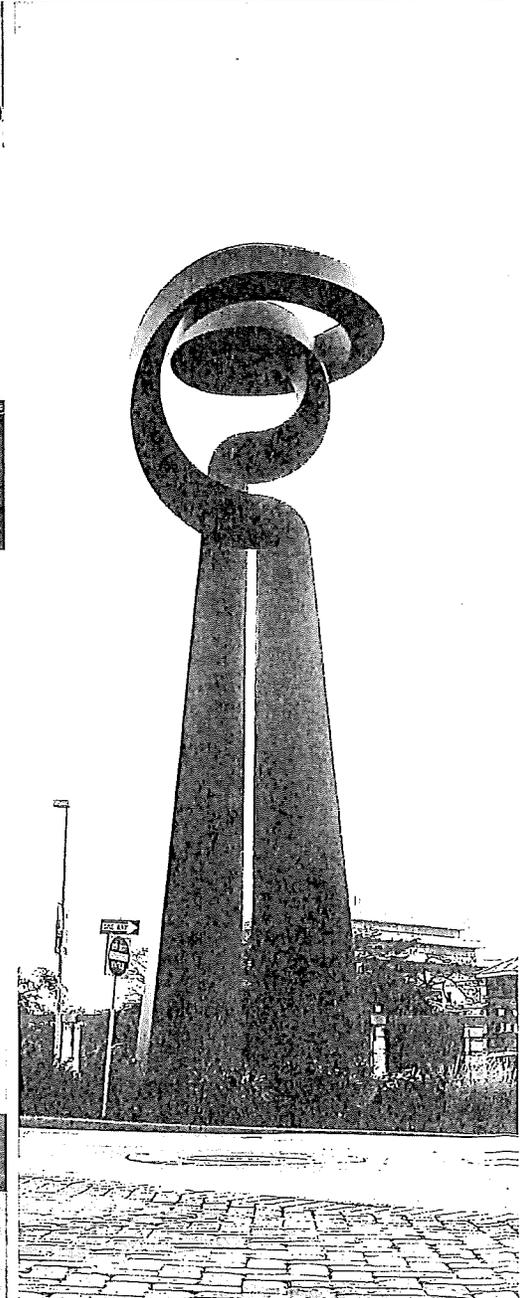
- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our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

Collective Impact

Member Agreement

My
Brother's
Keeper
SAN ANTONIO

diplomás



Partner Agreement for Collective Impact Networks and Communities of Practice

Your institution has multiple opportunities to be involved in UP Partnership's portfolio of programs and initiatives focused on creating equitable systems that foster students' postsecondary success.

Within UP Partnership's postsecondary attainment portfolio, there are two partnership networks and two communities of practice that your institution may be eligible to join.

Your institution may be eligible to join:

2 Communities of Practice

2 Networks

This agreement describes these opportunities in detail and explains institutional responsibilities and participation requirements associated with each. This agreement will also create alignment between your institution and the citywide Future Ready plan being led by UP Partnership ([see here for additional information](#)).

Network Membership: UP Partnership consists of networks and initiatives that work together to increase postsecondary attainment among San Antonio students by changing the systems that have led to educational inequities. UP Partnership's cross-sector networks convene partners to collectively advance equity in student outcomes. Your institution can participate as a network partner in one or both of the following networks:

- **Diplomás:** Increasing postsecondary educational attainment for San Antonio Latinx students.
- **My Brother's Keeper San Antonio (MBKSA):** Increasing postsecondary

educational attainment for boys and young men of color (BYMOC).

Communities of Practice: UP Partnership's Communities of Practice convene teams of practitioners from across partner institutions to advance individual and institutional capacities to design and deploy equity-focused systems-change initiatives within their institutions. Institutions that maintain active network memberships to either Diplomás or MBKSA may be eligible to participate as a network partner in one or both of the following Communities of Practice:

- **Equitable Enrollment Collaborative (EEC):** Cross-sector collaborative of secondary and postsecondary institutions strategizing to increase postsecondary enrollment and completion for Dreamers and BYMOC.
- **Restorative Practices Collaborative (RPC):** Cross-sector collaborative of school districts and community partners strategizing to scale restorative justice in school and community.

Appendices Directory

Based on your institutional selections, the relevant Appendices included in this agreement are indicated below:

- Appendix A: Representative Selections for Networks
- Appendix B: Representative Selections for Communities of Practice
- Appendix C: 2021-2022 Meeting Dates for Networks
- Appendix D: 2021-2022 Meeting Dates for Communities of Practice
- Appendix E: Data Dictionary and Deadlines for EEC
- Appendix F: Data Deadlines for RPC

Networks: Diplomías and MBKSA

	Diplomías	MBKSA
Vision	To increase postsecondary educational attainment for San Antonio Latinx youth	To change the narrative for boys and young men of color (BYMOC)
Common Will	To pursue increased educational attainment & quality of life for Latinx youth	To pursue increased educational attainment & quality of life for BYMOC
Goal	To increase Latinx student attainment of degrees and certificates to 60% by 2030	To increase BYMOC attainment of degrees and certificates to 60% by 2030

Diplomías and MBKSA are collective impact networks dedicated to postsecondary success at UP Partnership.

Overview

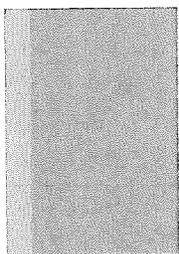
Our ability to achieve success is heightened by working towards collective impact. UP Partnership operates as a collective impact backbone organization, meaning it has a demonstrated ability to: (1) guide vision and strategy with partner input, (2) support aligned activities, (3) establish shared measurement practices, and (4) build public will and mobilize funding.

OVERVIEW AND BACKGROUND

Partner institutions from a variety of youth-serving sectors across San Antonio and Bexar County—including education, local government, justice, and community organizations—make up the membership of UP Partnership’s collective impact networks. The collective impact networks dedicated to postsecondary success at UP Partnership are Diplomías and My

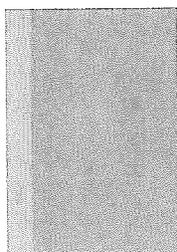
Brother’s Keeper San Antonio. MBKSA is the San Antonio chapter of the national My Brother’s Keeper Alliance within the Obama Foundation, launched by former President Barack Obama in 2014 to address persistent opportunity gaps for BYMOC. The network is committed to removing barriers to safety, education and career success for BYMOC.

Both Diplomías and MBKSA partners will uphold these core beliefs:



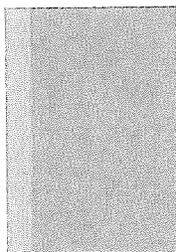
The city’s economic viability is directly tied to our young people’s success.

All students must be prepared to participate in a 21st century global society, including young people across all genders, races, and ethnicities.



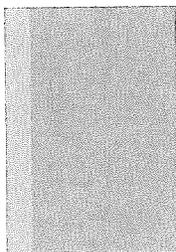
College is for everyone, though people take different paths to get there.

All students can learn if given the opportunity and resources. Partners will consider all young people—prospective, current, stop outs, and adult learners—as future graduates.



Successful collaboration is marked by community partners who share responsibility for the success of our young people.

Partners act in good faith and contribute resources, expertise, and staff support to demonstrate a vested interest in the success of San Antonio and Bexar County students and young people.



Effective systems are welcoming and inclusive.

All barriers to youth and families accessing a postsecondary plan should be removed, including dehumanization practices and policies and failure to provide information in a preferred language.

Network Structure

Diplomás and MBKSA are organized around the same structure. Each network is directed by an executive-level Leadership Table and operated by work

groups made up of practitioners from partner institutions that design and deploy strategies within their institutions and across the community.

Leadership Table	Executive-level champions that mobilize resources and evaluate and approve network strategy. Leadership Tables for Diplomás and MBKSA meet jointly 2 times per year.
Steering Table	Work group chairs drive work group strategy and act as liaisons between work groups and the Leadership Table. The joint Steering Table meets twice annually, then individually as chairs monthly.
Work Groups	Content-specific groups made up of practitioners from partner institutions that meet monthly to design and deploy strategies within their topical focus.

The Work Groups for each network develop and execute strategies to support youth in San Antonio along the milestones below. Diplomás and MBKSA support an enhanced focus on boys and young men of color & Dreamers:

- High School Completion
- Postsecondary Enrollment
- Postsecondary Completion & Workforce

Institutional representatives for selected networks, including Leadership Table representatives and work group members, are named in Appendix A of this agreement. As noted on Page 1, this agreement will also create alignment between your institution and the citywide Future Ready plan led by UP Partnership. Once that plan is finalized in December 2021, we will present more specific alignment opportunities at the end-of-year Leadership Table. This may also involve an amendment to this agreement, depending on planning outcomes.

Partner Commitments

All Diplomás and MBKSA partner institutions commit to the following activities:

1. **Bringing a Team:** Involving multiple people from your organization brings diverse perspectives
2. **Being at the Table:** Attending at least 80% of network meetings fosters engaged representatives
3. **Sharing Data & Resources:** Sharing institutional assets, including data, strengthens us as a whole
4. **Making Connections:** Spreading awareness about our work and advocating for others to get involved
5. **Serving for 3 Years:** Building relationships takes time; two years fully acclimates members

Communities of Practice: EEC and RPC

Overview

UP Partnership coordinates several communities of practice, including the Equitable Enrollment Collaborative and the Restorative Practices Collaborative. As communities of practice, the EEC and RPC are designed to regularly bring practitioners together to advance their

institution's capacity to learn and deploy skills in a particular area. The EEC and RPC are described in greater detail below.

Please note that postsecondary institutions are not eligible to participate in RPC at this time.

Collaborative Structure

	EEC	RPC
Purpose	Change systems to increase postsecondary enrollment and completion for students with an explicitly equitable focus on Dreamers and BYMOC.	Change systems to scale restorative justice practices in classrooms and to increase a sense of belonging and connection to schools for BYMOC.
Structure	Cross-departmental institutional teams meet monthly during the school year, along with fall and spring convenings.	Cross-departmental campus teams meet monthly during the school year, along with a 3-day training and end-of-year summit.

Partner Commitments

The respective requirements and responsibilities for participation in the EEC and RPC are listed in the table below. Institutional representatives for selected communities of practice are named in Appendix B of this agreement, if applicable.

Bringing a Team: Assemble a cross-departmental team, including community partner(s), that represents the breadth of institutional interest and expertise on the topic. Teams should remain as consistent as possible throughout the institution's involvement. See Appendix B.

Being at the Table: Teams attend all monthly sessions, missing no more than two sessions.

Sharing Data & Resources: Institutional teams track progress using relevant student and campus data (see Appendices E and F) that get submitted monthly to UP Partnership for visualization. Teams who opt out of submitting data will bring disaggregated data to review and share at each session. Districts participating in

RPC agree to compensate staff for off-calendar training.

Making Connections: Learning from and working with other institutions to advance student progress are foundational to the EEC and RPC. Teams should be prepared to share their experiences and challenges with other institutions in service of collective learning and progress.

Participating in Evaluation: UP Partnership will monitor the effectiveness of the EEC and RPC through ongoing evaluation in which partners are asked to participate, including partner feedback and campus/staff climate surveys.

Partner Commitments

This agreement confirms your institution's participation for the next three years. Your signature indicates your commitment to the opportunities selected below as described in this agreement. This is not a contractual agreement and is not in any way legally binding. Thank you for your support and participation in ensuring all young people in Bexar County are ready for the future.

Ryan Lugalía-Hollon

 UP Partnership Staff Name

 UP Partnership
 Executive Director Signature

 Date

San Antonio ISD

 Name of Institution

Pedro Martinez

 Executive or Authorized
 Designee Name

 Executive or Authorized
 Designee Signature

 Date

UP Partnership is committed to helping our partners engage in equitable systems change through training, technical support, systems design, research and evaluation, public buy-in, funding, and building community bridges. As the partner managing these networks and

communities of practice, we commit to providing well organized, responsive, and effective support to drive this work forward.

Your institution commits to participating in the opportunities with UP Partnership selected below.

Network Participation

- _____ Diplomás
- _____ MBKSA

Community of Practice Participation

- _____ Equitable Enrollment Collaborative
- _____ Restorative Practices Collaborative

EEC Campus Signature Page

For institutions participating in the EEC, signatures are required for an institutional team lead and principals for participating campuses.

Cynthia Martinez
Team Lead Name (Primary)

Team Lead Signature

Date

Edison HS
Campus

Dr. Cynthia Carielo
Principal Name

Principal Signature

Date

Rogers Academy
Campus

Zada Fowler
Principal Name

Principal Signature

Date

Dustin Nieto
Team Lead Name (Secondary)

Team Lead Signature

Date

Whittier Middle School
Campus

Dr. Jose Gallegos
Principal Name

Principal Signature

Date

Campus

Principal Name

Principal Signature

Date

RPC Campus Signature Page

For institutions participating in the RPC, signatures are required for an institutional team lead and principals for participating campuses.

Beth Nawrocki-Jones
Team Lead Name (Primary)

Team Lead Signature

Date

Davis Middle School
Campus

Dr. Hugo Saucedo
Principal Name

Principal Signature

Date

Rhodes Middle School
Campus

Ricky Flores
Principal Name

Principal Signature

Date

Barbie Parham
Team Lead Name (Secondary)

Team Lead Signature

Date

Poe Middle School
Campus

Christine Perez
Principal Name

Principal Signature

Date

Tafolla Middle School
Campus

Jeff Price
Principal Name

Principal Signature

Date

RPC Campus Signature Page

For institutions participating in the RPC, signatures are required for an institutional team lead and principals for participating campuses.

Team Lead Name (Primary)

Team Lead Signature

Date

Rogers Middle School

Campus

Julie May

Principal Name

Principal Signature

Date

Highlands High School

Campus

Dr. Penny Pruitt

Principal Name

Principal Signature

Date

Team Lead Name (Secondary)

Team Lead Signature

Date

Luther Burbank High School

Campus

Irene Talamantes

Principal Name

Principal Signature

Date

Thomas Jefferson High School

Campus

Ralf Halderman

Principal Name

Principal Signature

Date

RPC Campus Signature Page

For institutions participating in the RPC, signatures are required for an institutional team lead and principals for participating campuses.

Team Lead Name (Primary)

Team Lead Name (Secondary)

Team Lead Signature

Team Lead Signature

Date

Date

Sidney Lanier High School

Sam Houston High School

Campus

Campus

Dr. Moises Ortiz

Sharene Dixon

Principal Name

Principal Name

Principal Signature

Principal Signature

Date

Date

Campus

Campus

Principal Name

Principal Name

Principal Signature

Principal Signature

Date

Date

Appendix A: Representative Selections for Networks

Please complete the table below with the names of the staff members that will represent your institution in the following roles in the network(s) in which you have committed to participating.

	Diplomás	MBKSA
Leadership Table Primary Representative	Liz Ozuna	
High School Completion	Tiffany Venzor	
Postsecondary Enrollment	Durquia Guillen	
Postsecondary Completion & Workforce	Andrew Cervantes	
Policy	Lalo Sesatty	
Data	ReNee Lewis	
Communications	Cristina Noriega or designee	

Appendix B: Representative Selections for Communities of Practice

Please complete the table below with the names of the staff members that will represent your institution in the following roles in the communities of practice in which you have committed to participating. Note executive staff for EEC folds into the joint network Leadership Table, which meets two times a year.

	EEC	RPC
Team Member 1	Executive Staff: Liz Ozuna	Principal:
Team Member 2	Programmatic Staff: Cynthia Martinez	Teacher:
Team Member 3	Programmatic Staff: Dustin Nieto	Teacher:
Team Member 4	Data Staff: Cheyenne Elliott	Data Staff:
Team Member 5	Additional Data Rep: N/A	Social Worker:
Team Member 6	Nonprofit Partner: Jason Mims/Mims Institute	Community Member:
Team Member 7	Rogelio Nava	Community Member:
Team Member 8	Alma Forti	Discipline/Security Staff:
Team Member 9	Communications Rep: Cristina Noriega or designee	Communications Rep:
Team Member 10	Regan Arrevalos	Counselor/Support Staff:

Appendix C: 2021-2022 Meeting Dates for Networks

Network meeting calendar dates will be finalized and communicated to all partners once community wide planning is concluded in August 2021.

Meeting Type	Dates and Times
Leadership Table	June 2, 2021 9:00-11:00 a.m. December 1, 2021 9:00-11:00 a.m.
Steering Table <i>bi-annual</i>	July 28, 2021 1:00-4:00 p.m. January 26, 2022 1:00-4:00 p.m.
Collaborative Social <i>Network yearly kickoff</i>	August 4 or September 8, 2021 3:00-4:30 p.m.
Work Group <i>monthly</i>	Meeting dates will be announced no later than August 2021.

Appendix D: 2021-2022 Meeting Dates for Restorative Practices Collaborative

	Session Dates
Session 1: Summer Training	1 day in June or July
Session 2: Collaborative Improvement	August 19, 2021
Session 3: Community Building	September 16, 2021
Session 4: Collaborative Improvement	October 21, 2021
Session 5: Community Building	November 18, 2021
Session 6: Collaborative Improvement	January 20, 2022
Session 7: Community Building	February 17, 2022
Session 8: Collaborative Improvement	March 17, 2022
Site Visit	Dates to be determined in coordination with partner institution

Meeting Dates for RPC

Above is a calendar of meeting dates for RPC. UP Partnership convenes this community of practice. The UMOJA Student Development Corporation delivers summer training. The Intercultural Development Research Association serves as the delivery partner for collaborative improvement sessions. Community building sessions are delivered by American Indians in Texas and Martinez Street Women's Center. Community building sessions are open to all campus and community members

Appendix D: 2021-2022 Meeting Dates for Equitable Enrollment Collaborative

	Session Dates
Session 1: Institution Teams	September 9, 2021
Session 2: Institution + Campus Teams	October 14, 2021
Session 3: Institution Teams	November 11, 2021
Session 4: Institution Teams	December 9, 2021
Session 5: Institution + Campus Teams	February 10, 2022
Session 6: Institution Teams	March 24, 2022
Session 7: Institution Teams	April 7, 2022
Session 8: Institution + Campus Teams	May 12, 2022
Monthly Coaching Sessions	Dates to be determined in coordination with partner institution

Meeting Dates for EEC

Above is a calendar of meeting dates for EEC. UP Partnership convenes this community of practice. The National Postsecondary Strategy Institute serves as the delivery partner for Sessions 1-8. Campus teams are only required to participate in Sessions 2, 5, and 8. Monthly coaching sessions will be set by technical assistance partner (e.g. NPSI).

Appendix E: 2021-2022 Data Elements & Deadlines for Equitable Enrollment Collaborative

Equitable Enrollment Collaborative Key Dates District 2021-2022

	Data Submission Deadline
Session 1	August 12, 2021 (Retrospective Data)
Session 2	October 1, 2021 (Rapid Cycle)
Session 3	November 3, 2021 (Rapid Cycle)
Session 4	December 3, 2021 (Rapid Cycle)
Session 5	February 3, 2022 (Rapid Cycle)
Session 6	March 3, 2022 (Rapid Cycle)
Session 7	April 1, 2022 (Rapid Cycle)
Session 8	May 3, 2022 (Rapid Cycle)

Equitable Enrollment Collaborative District Data Dictionary 2021-2022

There are two major uses of data in the EEC: a) Analysis of real time college entrance data to support a continuous improvement cycle and b) Analysis of retrospective data to support the design and/or enhancement of a comprehensive plan to strengthen district readiness and enrollment.

Rapid Cycle Continuous Improvement

We will monitor real-time changes in students' college-going progress for the 2021-2022 school year. Patterns emerging in the data will lead teams to innovate targeted strategies to launch within their district and design ways to collaborate with postsecondary institutions within the EEC.

Cumulative results are requested weekly for the "Requested Cycle Data Elements" shown below and disaggregated by the "Demographics" shown below. Results should be a total for that given week (not cumulative) (e.g., Week 1 = 8 applications, Week 2 = 5 applications, Week 3 = 22 applications, etc). UP Partnership will tally up the weekly numbers.

Data Elements Itemized and Defined	
Total number of seniors	Count of Seniors from October PEIMS Snapshot
# of seniors completing at least 1 college application	Track via ApplyTX
% of seniors completing at least 1 college application	
# of seniors submitting at least 1 college application	Track via ApplyTX
% of seniors submitting at least 1 college application	
# of seniors completing FAFSA or TAFSA application	Track via ApplyTX
% of seniors completing FAFSA or TAFSA application	
# of seniors submitting FAFSA or TAFSA application	Track via ApplyTX
% of seniors submitting FAFSA or TAFSA application	

Demographics for Disaggregation	Description
Gender	Sort students into Female or Male
Race/Ethnicity	Sort students into: African American; Hispanic; White; American Indian; Asian; Pacific Islander; Two or More Races
Economic Disadvantage	Yes = PEIMS table c054-01, 02, 99
Special Education Status	Yes = PEIMS table c030-06
ESL Student Status, ever ESL	Yes = PEIMS table c030-07. Include all students who have ever been designated 07.
GPA Groups	Sort students by following GPA groups: <60, 60-69; 70-79; 80-89; 90-100

Retrospective Data Analysis

Comprehensive look at prior years of student performance data in those domains known to predict postsecondary success and associated with the CCMR A-F Accountability rating.

Results are requested by year for the previous academic year (2020-2021) at the campus and district levels for the “Requested Elements” shown below and disaggregated by the “Demographics” shown below. Denominators (“Den”) for percentages are specified. Denominators are further narrowed by demographic group (e.g., the % of Hispanic students passing an AP test = # of Hispanic students in 9th-12th grades ever passing an AP test / # of Hispanic students in 9th-12th grades ever taken an AP course).

Data Elements Itemized and Defined	
Retrospective Data Elements	Description
Average Composite SAT Score for 12th graders	
Average Composite SAT Score for 11th graders	
Average Composite ACT Score for 12th graders	
Average Composite ACT Score for 11th graders	
Average Composite TSIA Score for 12th graders	
Average Composite TSIA Score for 11th graders	

APPENDIX

Data Elements Itemized and Defined

Retrospective Data Elements	Description
% 9th-12th graders ever taken any AP course	Den = 9th-12th graders
% 9th-12th graders ever taken an AP test	Den = 9th-12th graders ever taken an AP class
% 9th-12th graders ever passed an AP test	Den = 9th-12th graders ever taken an AP test
% 9th-12th graders ever taken Dual Credit course	Den = all 9th-12th graders; includes OnRamps courses
% 9th-12th graders taken & earned credit for Dual Credit course	Den = 9th-12th graders ever taken Dual Credit course
% first-time Algebra 1 takers (incl. 8th graders) who passed course	Den = first-time Algebra 1 takers (incl. 8th graders)
% first-time Algebra 1 takers (incl. 8th graders) who passed EOC	Den = first-time Algebra 1 takers (incl. 8th graders)
% 11th-12th graders participating in college visit	Den = 11th-12th graders; includes virtual visits
% 11th-12th graders participating in internships/job shadows	Den = 11th-12th graders
% annual graduates submitting at least 1 college application by 5/31	Den = annual graduates
% annual graduates submitting FAFSA or TASFA by 5/31	Den = annual graduates
% annual graduates enrolling in 2-year institution fall after high school	Den = annual graduates
% annual graduates enrolling in 4-year institution fall after high school	Den = annual graduates
Senior : All Counselor ratio	This ratio uses "total counselors"
Senior : College Advising Staff ratio	This ratio uses "college advising staff"
Demographics for Disaggregation	Description
Gender	Sort students into Female or Male
Race/Ethnicity	Sort students into: African American; Hispanic; White; American Indian; Asian; Pacific Islander; Two or More Races
Economic Disadvantage	Yes = PEIMS table c054-01, 02, 99
Special Education Status	Yes = PEIMS table c030-06
ESL Student Status, ever ESL	Yes = PEIMS table c030-07. Include all students who have ever been designated 07.
GPA Groups	Sort students by following GPA groups: <60, 60-69; 70-79; 80-89; 90-100 77

Equitable Enrollment Collaborative Key Dates Postsecondary 2021-2022

	Data Submission Deadline
Session 1	August 12, 2021 (Retrospective Data, Completion Data, Retention Data)
Session 2	October 1, 2021 (Rapid Cycle)
Session 3	November 3, 2021 (Rapid Cycle)
Session 4	December 3, 2021 (Rapid Cycle)
Session 5	February 3, 2022 (Rapid Cycle)
Session 6	March 3, 2022 (Rapid Cycle)
Session 7	April 1, 2022 (Rapid Cycle)
Session 8	May 3, 2022 (Rapid Cycle)

Equitable Enrollment Collaborative Postsecondary Data Dictionary 2020-2021

There are two major uses of data in the EEC: a) Analysis of real time college entrance data to support a continuous improvement cycle and b) Analysis of retrospective data to support the design and/or enhancement of a comprehensive plan to strengthen district readiness and enrollment.

Rapid Cycle Continuous Improvement

We will monitor real-time changes in students' college-going progress for the 2021-2022 school year. Patterns emerging in the data will lead teams to innovate targeted strategies to launch within their district and design ways to collaborate with postsecondary institutions within the EEC.

Cumulative results are requested weekly for the "Requested Cycle Data Elements" shown below and disaggregated by the "Demographics" shown below. Results should be a total for that given week (not cumulative) (e.g., Week 1 = 8 applications, Week 2 = 5 applications, Week 3 = 22 applications, etc). UP Partnership will tally up the weekly numbers.

Institutions are asked to provide data at the campus level for students applying from one of the six districts participating in the EEC: East Central, Edgewood, Harlandale, Judson, San Antonio, and Southwest. Campus CEEB codes are provided in a table below.

Data Elements Itemized and Defined	
# Completed FTIC Applications	Fall semester applicants only throughout.
# Completed FAFSA Applications	Free Application for Federal Student Aid
# Completed TASFA Applications	Texas Application for State Financial Aid for Texas residents ineligible to apply for federal aid; students submit one to each institution to which they apply.
# Acceptances	Track via ApplyTX
# Registrations	

Demographics for Disaggregation	Description
Gender	Sort students into Female or Male
Race/Ethnicity	Sort students into: African American; Hispanic; White; American Indian; Asian; Pacific Islander; Two or More Races
First-Generation Status	Students whose biological or adoptive parents have never earned a baccalaureate degree

Note: All data submissions will be subject to FERPA regulations. Cells containing fewer than 5 students should be masked.

Retrospective Data Analysis

This prior-year data retrospective will allow institutional teams to identify strengths and opportunities for growth in their local strategic enrollment plan. Are there patterns in student performance by campus and/or student demographics? Postsecondary institutions can strategize internally and externally with local districts to target the disparities in postsecondary performance and the opportunity gaps that lead to them.

Results are requested by year for the prior academic year (2020-2021) at the high school campus level for the “Retrospective Data Elements” shown below and disaggregated by the “Demographics” shown below. Results are requested by year for the prior academic year for data that are available at the district level for the “Retention and Attainment Data Elements” shown below and disaggregated by the “Demographics” shown below. Denominators (“Den”) for percentages are specified. Denominators are further narrowed by demographic group (e.g., the % of Hispanic females persisting into second year = # of Hispanic females persisting into second year / # of Hispanic females enrolled in first year).

Data Elements Itemized and Defined	
	Description
# Completed FTIC Applications as of 1/15	Fall semester applicants only throughout. Dates are specified to standardize common snapshot data for comparative purposes.
# Completed FTIC Applications as of 7/31	
# Completed FAFSA Applications as of 1/15	
# Completed FAFSA Applications as of 7/31	
# Completed TASFA Applications as of 1/15	

Data Elements Itemized and Defined	
	Description
# Completed TASFA Applications as of 7/31	
Average Math TSIA Score	
Average Reading TSIA Score	
# Total students accepted as of 7/31	
# Accepted students receiving Meningitis shot as of 7/31	
# Accepted students participating in orientation as of 7/31	
# Accepted students enrolled at Census Day	
# Students enrolled in any math developmental education course, or did not meet TSIA criteria by Fall Census Day	
# Students enrolled in any reading/writing developmental education course, or did not meet TSIA criteria by Fall Census Day	
Retainment & Attainment Data Elements (District Level)	
% of students persisting into second year	Den = enrolled students from participating high school
% of students completing within 150% regular time	Den = enrolled students from participating high school
Demographics for Disaggregation	
	Description
Gender	Sort students into Female or Male
Race/Ethnicity	Sort students into: African American; Hispanic; White; American Indian; Asian; Pacific Islander; Two or More Races
First-Generation Status	Students whose biological or adoptive parents have never earned a baccalaureate degree

CEEB Codes to Identify Participating High Schools

Campus Name	District	CEEB Code
Brackenridge HS	San Antonio	446145
Burbank HS	San Antonio	446165
Edison HS	San Antonio	446260
Fox Tech HS	San Antonio	446240
Highlands HS	San Antonio	446151
Sam Houston HS	San Antonio	446235
Jefferson HS	San Antonio	446265
Lanier HS	San Antonio	446245
Travis ECHS	San Antonio	444799
St Phillip's ECHS	San Antonio	446198
Young Women's Leadership Academy	San Antonio	446281
East Central HS	East Central	446135
Harlandale	Harlandale	446150
STEM ECHS	Harlandale	446216
McCollum HS	Harlandale	446170
Judson Early College Academy	Judson	446174
Judson HS	Judson	441472
Karen Wagner HS	Judson	446277
Veterans Memorial HS	Judson	449241
CAST STEM HS	Southwest	440432
Southwest HS	Southwest	440265
Southwest Legacy HS	Southwest	440163

CEEB Code Source: <https://collegereadiness.collegeboard.org/k-12-school-code-search>

Appendix F: 2021-2022 Restorative Practices Collaborative Data Deadlines

	Data Submission Deadline
Session 1	N/A
Session 2	N/A
Session 3	September 3, 2021
Session 4	October 1, 2021
Session 5	November 3, 2022
Session 6	January 10, 2022
Session 7	February 3, 2022
Session 8	March 3, 2022

Monthly Attendance & Discipline Extracts: student-level data on all students in all campuses within District received via District once per month. Requested data variables are included within a separate Data Sharing Memorandum of Agreement.

diplomás

**My
Brother's
Keeper**
SAN ANTONIO

UP PARTNERSHIP
unlocking potential together

uppartnership.org

diplomas@uppartnership.org

mbksa@uppartnership.org



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	SEAD & Restorative Practices/College Readiness & Postsecondary Initiatives
Board Meeting Date:	July 19, 2021
Agenda Title:	Approval of the Agreement between SAISD and the UP Partnership
Presenter:	Elizabeth Jones, Senior Executive Director, SEAD & Restorative Practices Liz Ozuna, Executive Director, College Readiness
Cost:	\$0
Board Goal:	#9: Increase the percent College, Career, & Military Ready (CCMR) #10: Increase the percent of graduates going to College

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
All HS students through various programs	733 (Restorative Practices Collaborative - RPC)	10 Campuses- RCP All campuses secondary campuses for college readiness & postsecondary access & attainment	\$0	\$0	\$0

HISTORICAL DATA

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

	<p>Is this a renewal? <input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No</p> <p>*We have had separate MOUs with UP. This new Agreement combines our partnerships with the UP and MBKSA organizations.</p> <p>SAISD was a founding partner in the Diplomás work which began in 2012, while our Restorative Practices work with MBKSA began in 2019. Partner institutions for all initiatives come from a variety of youth serving sectors across Bexar County</p>
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including education, local government, justice and community organizations.

Our learning from this partnership has helped us identify and track a set of key performance indicators that, when monitored and analyzed, can be leveraged to change results for postsecondary entry and completion. Transparency across multiple partners in data sharing contributes to shared understanding and fosters collective impact on performance.

Partnership Impact

SAISD’s high school graduation rate and FAFSA completion rate have risen steadily, and our college application and enrollment rate has met the state rate. While we have some distance to go, we are on track to meet the goals set forth in the state 60x30 plan to have 60% of our youth attain a postsecondary credential by 2030.

Focus areas for our RPC campuses include improving the school and community environment, aligning campus policies & procedures, RP interventions and strategies, and professional development.

School	Notes
Tafolla MS	56% decrease in office discipline referrals
Highlands HS Lanier HS Sam Houston P-TECH Davis MS Poe MS Rhodes MS Burbank HS Jefferson HS Sam Houston HS Tafolla MS	These campuses have been members since 2019, are 100% trained in RP Foundations, and have demonstrated progress in one or more areas of the implementation fidelity rubric during the Fall of 2020.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to Purchase Hand2Mind Interactive Program for Students in Special Education

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Becky Landa, Senior Executive Director, Educational Technology and Extended Learning

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the purchase of Hand2Mind, a comprehensive interactive program that supports math instruction for students in special education. Hand2Mind offers students the use of physical and virtual manipulatives and digital resources to assist in the mastery of K-8 Math and Algebra I Texas Essential Knowledge and Skills (TEKS). Students in K-8 Math and Algebra I with Special Education Individualized Education Plans (IEPs) will utilize the Hand2Mind program.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board approve the purchase of the Hand2Mind interactive program.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

410-11-6399-65-999-0-11-0-00 TIMA \$232,394.30

IV. 2021 - 2022 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.



500 Greenview Court
 Vernon Hills, Illinois 60061
 800.445.5985
 hand2mind.com

Proposal prepared for:
 San Antonio ISD
 141 Lavaca St
 San Antonio, TX 78210

April 13, 2021

h2m Item #	Description	Qty	MSRP	Discounted		Total Savings
				Price	Extended Price	
94548	San Antonio SPED Math Class Kit	115	\$ 2,377.44	\$ 2,020.82	\$ 232,394.30	\$ (41,011.30)
					\$ 232,394.30	\$ (41,011.30)
				Tax		
				Freight Cost	\$ 27,887.32	
				Freight Deduction	\$ (27,887.32)	\$ (27,887.32)
				Total Delivered Price	\$ 232,394.30	\$ (68,898.62)

Buy Board Contract # 573-18 Supersedes all terms and conditions

Proposal Issue Date: 4/13/2021

Proposal Expiration Date: 7/31/2021

Kit price includes standard shipping and handling to one location and cannot be combined with any other pricing offer(s) or contract(s). Delivery timeframe for Summer 2021. For re-orders, the minimum order quantity is 20 kits.

A payment term of Net 30 days is available to approved credit. State Sales Tax Exempt form is required for tax exempt purchases.

Our desire is 100% customer satisfaction. If you have any questions, please feel free to contact me directly.

Jeff Boleware
 Educational Consultant



jboleware@hand2mind.com

P: 512.639.9852 • F: 800.875.9643

Hand2Mind.com

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Renewal of the Service Delivery Agreement between SAISD and City Year San Antonio for the 2021 - 2022 School Year

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Pedro Martinez, Superintendent

PRESENTER: Pedro Martinez

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Renewal of the Service Delivery Agreement between SAISD and City Year San Antonio for the 2021-2022 school year.

City Year San Antonio will continue to implement its Whole School Whole Child (WSWC) model, which leverages the unique assets of its AmeriCorps members to deliver research-based whole school supports and student interventions targeting attendance, social-emotional learning and academic support in English language arts (ELA), literacy and math. This goal of the portfolio of whole school and targeted services is to enhance students' achievement by supporting quality, data-informed instruction and contributing to a culture of empowerment, achievement, and citizenship.

The District will continue to monitor this partnership through the use of a developed instrument created to measure the progress and effectiveness of the program. In addition, all data sharing agreements will be reviewed and revised annually to coincide with the approval of the service delivery agreement.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approve the Renewal of the Service Delivery Agreement between SAISD and City Year San Antonio for the 2021-2022 School Year as presented. Please note that after the Board approves the item as presented, final implementation will be contingent upon the Texas Education Agency's approval of the SAISD request for noncompetitive procurement approval.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

\$1,347,500 (Federal Funds)

IV. 2021 - 2022 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.
- [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.
- [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.

City Year Deployment Plan for the 2020-2021 and 2021-2022 School Years

	FY20 (2020-2021)	FY21 (2021-2022)
# of City Year Corps Members	90	98
Schools with # Corps Members	Carvajal ES (9) Davis MS (10) Lanier HS (15) Margil ES (11) Rhodes MS (12) Sam Houston HS (9) Sarah King ES (11) Tafolla MS (13)	Carvajal ES (8-10) Davis MS (8-12) Lanier HS (12-15) Margil Academy (6-9) Rhodes MS (8-12) Sam Houston HS (8-10) Sarah King ES (8-12) Tafolla MS (10-13) DeZavala Elementary (<i>new for SY 2021-2022</i>) (6-10)
Federal Fund Investment	\$1,125,000	\$1,347,500



DISTRICT SERVICE AGREEMENT
By and Between
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
And CITY YEAR, INC.
2021-2022

RECITALS

THIS DISTRICT SERVICE AGREEMENT is made as of this [REDACTED], 2021, by and between San Antonio Independent School District (hereinafter, the “District”) with an address of 514 W. Quincy St., San Antonio, TX 78212, and City Year, Inc. (hereinafter, “City Year”), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

- A. **WHEREAS**, the District, is a local education agency located in San Antonio, Texas
- B. **WHEREAS**, City Year is a 501(c)(3) organization providing youth development and education support services.
- C. **WHEREAS**, City Year provides school districts with a scalable, centrally managed model that delivers a holistic set of whole-school and focused supports to ensure students stay engaged in learning and on track to graduate. As one of the nation’s largest AmeriCorps programs with established sites across the United States, City Year annually recruits, trains, and deploys thousands of young adults from diverse backgrounds for a year of full-time service to support school districts in their efforts to transform our nation’s lowest achieving schools.
- D. **WHEREAS**, City Year is committed to supporting the District’s goal to improve the academic achievement of its pupils. City Year’s Whole School Whole Child (“WSWC”) model leverages the unique assets of near-peer AmeriCorps members to deliver research-based whole school supports and student interventions targeting the early warning indicators of poor attendance, unsatisfactory behavior, and course failure in English and math.
- E. **WHEREAS**, City Year’s services support quality, data-driven instruction, deepen family and community engagement, and contribute to a culture of empowerment, achievement, and service.
- F. **WHEREAS**, AmeriCorps members deliver services to provide a continuous, supportive presence throughout the day to build mutually supportive connections between students’ classroom learning and their before and after school experiences. City Year AmeriCorps members provide a variety of supports both in-person and through virtual learning.
- G. **WHEREAS**, the collaboration between City Year and the District will accelerate student achievement in high need schools, support the District reform efforts and attract new federal and private resources to the community.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

- 1. **Term of Agreement.** The term of this Agreement shall commence on July 20, 2021 and conclude on June 30, 2022 (the “Term”).
- 2. **Scope of Services.**

- a. For each of the schools identified in the Deployment Plan in Section 3 of this Agreement, City Year agrees to provide services substantially similar to those described in Appendix A - Executive Summary of the Statement of Partnership attached hereto, which outlines shared goals, Whole School Whole Child services, school-level data requirements, and conditions for success between City Year and the partner school. To comply with the terms of its grant with the Corporation for National and Community Service/AmeriCorps, City Year is required to retain a completed Statement of Partnership for each of the schools identified in the Deployment Plan. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30, 2021. A copy of the Statement of Partnership for each school will be available upon request.
 - b. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any Statement of Partnership, or other document relating to the obligations contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
 - c. All schools to which this Agreement applies shall be mutually agreed to by City Year and the District. School deployment and allocation of resources (including AmeriCorps team size) shall be determined based on school enrollment to ensure fidelity to the WSWC model. The parties acknowledge that the scope of services set forth in this Agreement is subject to change and contingent on the availability of adequate funding from the Corporation for National and Community Service (see Section 10 Termination herein).
3. **Payment Obligations.** In exchange for the services to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of \$1,347,500, allocated as outlined in the Deployment Plan table below:

School	Allocation of Payment
Antonio Margil Academy	\$149,722.22
Davis Middle School	\$149,722.22
Esther Perez Carvajal Elementary	\$149,722.22
Houston High School	\$149,722.23
Lanier High School	\$149,722.23
Lorenzo De Zavala Elementary School	\$149,722.22
Rhodes Middle School	\$149,722.22
Sarah King Elementary School	\$149,722.22
Tafolla Middle School	\$149,722.22
Aggregate Payment	\$1,347,500

City Year shall invoice the District the following amounts in the arrears, to be due and payable to City Year on each of the dates listed below:

- a) \$336,875 – September 1, 2021
- b) \$336,875 – December 1, 2021
- c) \$336,875 - March 1, 2022
- d) \$336,875 – June 1, 2022

City Year will submit invoices via email to the following contact:

[NAME - TITLE]

[PHONE NUMBER]

4. **Mutual Planning Efforts.** The District and City Year agree to collaborate during the Term of this Agreement in order to ensure that the appropriate conditions for success, performance metrics, and school deployment strategies are in place to maximize the collaboration's impact on students and to meet the District's strategic priorities.
5. **AmeriCorps Prohibited Activities.** City Year and the District agree that neither party shall direct AmeriCorps members to engage in any actions that violate AmeriCorps prohibited activities, as set forth on Appendix B - AmeriCorps List of Various Non-Allowable Activities, attached and incorporated by this reference.
6. **Performance Assessment and Data Sharing.** The District and City Year agree to assess performance under this Agreement on an ongoing basis and make improvements as needed to maximize the ability of AmeriCorps members to improve student achievement. To facilitate that assessment, the District agrees to deliver to City Year simultaneously with the delivery of this Agreement, an agreement substantially in the form of Appendix C - Data Sharing Agreement, pursuant to which the District shall provide to City Year student-level data related to achievement and other data reasonably necessary for the purposes of program implementation and evaluation. City Year shall maintain the confidentiality of all student records furnished thereunder by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").
7. **Extended Learning and After School Program Activities.** The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:
 - a. risks associated with extended learning in out-of-home settings, including the After School Program
 - b. authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program
 - c. releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors, sponsors and all volunteers from any and all liability, loss or damage, actions, claims and demands which may arise from the child's participation in the activities of the After School Program
 - d. certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
 - e. agreeing that should any injury occur to the child during participation in the After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest medical facility.

The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render its After School Program services.

8. **Corporate Support:** As part of its service, City Year may work with corporate partners to bring additional resources into schools. These partnerships can include (a) providing financial support to City Year and/or

the school/district, (b) sharing information about and access to corporate community service and engagement programs, and (c) engaging employee volunteers to supplement the service of AmeriCorps members in schools. City Year acknowledges and agrees that all corporate partners will be subject to all District policies.

9. **Excused Performance; Force Majeure Event.** If a party wishes to excuse performance under the Agreement as a consequence of an Event of Force Majeure (as defined below), it shall as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, provide Notice to the other party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as, in its sole judgment, it is able to perform its obligations.

Subject to the proviso at the end of this subsection, neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the date of such Notice; provided, however nothing contained herein shall be construed to excuse the District's obligation to pay City Year for services rendered prior to the date of such Notice.

For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:

- a. act of God (such as, but not limited to, pandemic, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- d. physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;
- e. riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year; or
- f. acts or threats of terrorism.

If as a result of an Event of Force Majeure a school serviced under this Agreement is closed and that closure lasts for a period of forty-five (45) calendar days or longer, City Year and the District shall meet and in good faith negotiate mutually acceptable modifications to the Agreement. If after one hundred eight (180) days from the Notice of an Event of Force Majeure, the parties are unable to agree on modified terms of this Agreement, either the District or City Year may give to the other a Notice of termination in accordance with Section 10.

10. **Termination.** This Agreement shall terminate upon any one of the following events:
- a. Mutual written agreement of the parties (such termination to be effective as specified in such written agreement), but in no event earlier than thirty (30) days' prior written Notice to the other party;
 - b. Notice delivered in accordance with Section 9;
 - c. The District declining to appropriate funds for subsequent fiscal years consistent with the terms of this Agreement;
 - d. City Year does not receive adequate funding commitment from the Corporation for National and Community Service to support the level of service set forth in Section 2 of this Agreement; or
 - e. If either party commits a material breach of this Agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party with reasonable specificity of the breach; such

termination to be effective if such material breach has not been cured within 30 days of the delivery of such notice.

In the event of termination under this Section 10, City Year shall be entitled to payment for services performed prior to the event giving rise to the termination. Payment for services after an invoice date shall be pro-rated based on the number of business days that have elapsed.

11. **Hold Harmless and Mutual Indemnity.** City Year agrees to indemnify and hold harmless the District, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of City Year to fully comply with the terms and obligations of this Agreement, or for City Year's errors or omissions or intentional wrongs. To the extent permitted by law and to the extent funds are appropriated or coverage is available for this obligation, the District agrees to indemnify and hold harmless City Year, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of the District to fully comply with the terms and obligations of this Agreement, or for the District's errors or omissions or intentional wrongs.
12. **Criminal Record Check.** City Year shall not assign or place any person in a position where they have contact with students of the District if that person is required to be registered as a sex offender. City Year will ensure that criminal record background checks are performed on all City Year AmeriCorps members and any employees who will have access to or contact with District students, including an FBI fingerprint check. State checks may be conducted based on location. City Year agrees that it will supply the District with full and complete copies of National Sex Offender and applicable state check reports upon request. The FBI report is adjudicated by the vendor therefore a clearance is available upon request. City Year agrees that the District may in its sole discretion exclude any City Year AmeriCorps member or employee from working with the District students based on the results of a criminal record background check. If the District deems additional background checks necessary, the District assumes the burden of conducting and adjudicating these additional checks.
13. **Compliance with Applicable Law.** Each of the parties hereto agrees to comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Agreement and the operation of the school buildings in the State of Texas.
14. **Insurance.** City Year shall maintain Commercial General Liability ("CGL") insurance in an amount not less than \$1,000,000. Upon its execution and delivery of this Agreement, the District shall be an additional insured on said policy. Upon request, City Year shall furnish the District with a copy of its current Commercial General Liability certificate of insurance. If City Year's policy is canceled during the term of this Agreement, City Year shall immediately notify the District.
15. **Independent Contractor.** The District and City Year agree that City Year is an independent contractor and is not an employee of the District. City Year shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of City Year's services, including, but not limited to, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes. City Year employees and AmeriCorps members shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. City Year shall have no authority to assume or incur any obligation or responsibility for the District, or to make any warranty for or on behalf of the District, or to bind the District.

16. **Expenses:** The parties shall pay their respective attorney fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.
17. **No Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other.
18. **No Third Party Beneficiary.** This is not a third party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.
19. **Severability.** In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall continue to be enforceable to the fullest extent permitted by law.
20. **Headings.** Any headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.
21. **Counterparts Permitted.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.
22. **No Waiver.** A party to this Agreement may, on a single occasion or on multiple occasions, waive or fail to require full and timely performance of any obligation arising under this Agreement. Such waiver or failure to require full or timely performance shall not be deemed a permanent waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing or other defense of any nature to any obligation arising hereunder.
23. **Choice of Law and Venue.** This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of Texas.
24. **Notice.** Any notice, demand, or other communication given or required to be given under this Agreement (sometimes collectively referred to as a “Notice”) shall be in writing and shall be delivered to the address of the party as set forth below:

If to: City Year, Inc.
 118 N Medina St., 3rd Floor
 San Antonio, TX, 78207
 Attention: Kelly Hughes Burton, Executive Director
 khughes@cityyear.org

With a copy to:

 City Year, Inc.
 287 Columbus Avenue
 Boston, MA 02116
 Attention: Jessica Greenfield - Chief Financial and Administrative Officer
 JGreenfield@cityyear.org

If to: San Antonio Independent School District
 514 W. Quincy St.
 San Antonio, TX 78210
 Attention: Pedro Martinez, Superintendent

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this Agreement signed each party hereto.

[Signatures to Follow]

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: Pedro Martinez
Its: Superintendent

_____ Date _____

CITY YEAR, INC.

By: Jessica Greenfield
Its: Chief Financial and Administrative Officer

_____ Date _____



Appendix A - Executive Summary - Statement of Partnership
City Year and School – 2020 through 202__

The Statement of Partnership outlines goals, Whole School Whole Child services, evaluation requirements, and conditions for success for the City Year and School partnership in connection with the **[IDENTIFY DISTRICT SERVICE AGREEMENT]**.

This Executive Summary provides a brief overview of the goals, services and partnership management expectations agreed upon by City Year and School staff; see the full Statement of Partnership for further information on services, data/evaluation requirements and roles/responsibilities.

ATTENDANCE

Attendance Initiatives (Tier 1)
Support School-wide Attendance Initiative (Tier 1)
Attendance Coaching (Tier 2)

Goal:

Condition:

BEHAVIOR

Behavior/Social-emotional Development Appreciation and Recognition (Tier 1)
Behavior/SEL Skill Instruction: 50 Acts of Greatness [3-5] (Tier 2)
Behavior/SEL Skill Instruction: School-provided Behavior Coaching (Tier 2)
Behavior/SEL Coaching: Check in, Check out
Devereux Student Strengths Assessment (DESSA)

Goal:

Condition:

COURSE PERFORMANCE: ELA/LITERACY

English/Literacy Classroom (Instructional) Support (Tier 1)
English/Literacy Events (Tier 1)

Goal:

Condition:

COURSE PERFORMANCE: MATH

Math Classroom (Instructional) Support (Tier 1)

Goal:

Condition:

CROSS INDICATORS

AFTER SCHOOL

After-school programming co-provider (Tier I)

Addendum to Statement of Partnership in Response to COVID-19

The following is intended to provide interim guidance on service delivery recognizing that pandemic community transmission conditions may shift over time.

City Year Sites, with support from City Year National Head Quarters, will collaborate with local communities to provide schools, students and AmeriCorps members throughout this uniquely challenging time. City Year will collaborate with schools/districts, to deploy the Whole School, Whole Child services with adjustments that reflect the schools' status in the context of the local public health situation. In this context, City Year will emphasize the importance of safety, relationships, connection to learning, and the value of community and belonging. During times of uncertainty and anxiety these are the foundations upon which young people can continue to develop, grow and learn, especially in the face of adversity.

Virtual Learning Guidelines

- In compliance with the provisions of the Family Educational Rights and Privacy Act (FERPA), the services City Year provides have always been in coordination with and under the supervision of schools and districts, including administration of after-school programs in those schools. While the means of delivering these services may change with “virtual learning,” City Year will continue to coordinate with our school/district partners, and complement the learning environments they create, as we would if schools were open for in person learning. To that end Districts/schools will lead in convening all virtual learning spaces for students: City Year and AmeriCorps Members, in collaboration with schools, will support but cannot lead virtual efforts with students, including enrichment activities that might take the place of after-school programming.
- City Year will collaborate with schools to address information and data security issues, including any restrictions related to use of online platforms, communication with students, and record handling and retention of personally protected information. Relevant restrictions may include, without limitation: (i) handling of email addresses or other communication for students which require special protection, or (ii) access to data for students not on our focus lists that we wouldn't typically have access to. Virtual service with students is encouraged if a school or district sets up an online learning space where our AmeriCorps members may log onto the platform to interact with students and that learning space also includes a school or district staff member

In-Person Gatherings:

- In transitioning from virtual learning to “in person gatherings,” the parties agree to collaborate on a mutually agreeable timetable for such transition and safety conditions, guidelines and procedures for re-entry into schools. In doing so, City and the schools will rely upon relevant laws governing health and safety, including without limitation, guidance issued by OSHA, CDC, and local public health and safety agencies and authorities
- Once the parties have mutually agreed to the timeline for transition from virtual learning to in person gatherings, and relevant safety conditions, guidelines and procedures, City Year will provide its staff and AmeriCorps members with the necessary supplies to follow cleaning guidelines in designated City Year spaces in schools.
- If the parties are unable to reach agreement, the parties should engage in good faith discussion to modify the terms and provisions of the Agreement as set forth in Section 9 - Excused Performance; Force Majeure Event.

- If an AmeriCorps member is in self-isolation during a period of in-person gatherings and service and feels able to participate, the manager will work with the school and corps member to determine if there is any appropriate way for the AmeriCorps member to continue to support students virtually during this time.
- If an AmeriCorps member is in self-isolation during a period of shelter-in-place and feels able to continue supporting distance learning with students, they may continue this service under the teacher's guidance and manager's supervision; and likewise, for City Year's learning and development activities with their manager, team and corps.

Monitoring Success

- A City Year staff member will participate as a member of school's leadership team, as appropriate.
- City Year AmeriCorps and staff members will participate in teacher team meetings, including subject area and cross-subject area teams.
- City Year staff will meet with the school's leadership team to conduct a formal partnership review at least twice per year.
- City Year staff will meet with a school partner liaison to discuss progress against goals at least bi-weekly.
- City Year AmeriCorps members will meet with their partner teacher(s) at least bi-weekly to discuss student progress, review intervention session plans, and plan for collaborative classroom support.

Preparation and Training

In order to launch the partnership successfully and prepare City Year AmeriCorps members to be an integrated part of the school's instructional program:

- The City Year team will participate in summer training and on-going professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for AmeriCorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies. This will happen virtually if necessary.
- The School Partner will introduce the AmeriCorps members to any outside afterschool program providers and/or orient them to afterschool program curricula. This will happen virtually if necessary.
- The School Partner and City Year will design and implement an orientation for the school staff and the City Year team. City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year AmeriCorps members, build team and share a plan for the year. The School Partner will introduce the AmeriCorps members to the school's vision and basic operations. This will happen virtually if necessary.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff. This will happen in person if necessary.

Material Support

School agrees to provide the City Year Team with:

- Consistent tutoring space, which includes tables or desks and chairs, that is reasonably free of distraction.

- Dedicated closed-door planning and meeting space including a secure storage space for personal belongings and service-related materials.
- Dedicated space to lead after-school/enrichment activities.
- Regular access to an adequate number of computers, internet and telephones that have external access capabilities, following the school's established protocols.
- Access to copier and office supplies as necessary to support the team.
- Access to service-related supplies and materials, including text and library books, teacher guides, curriculum support materials, intervention program materials, test prep materials, worksheets, hands-on materials, etc.
- Bulletin board(s) to communicate City Year programs and/or impact data.

APPENDIX B: AmeriCorps List of Various Non-Allowable Activities

Prohibited Activities (See 45 CFR § 2520.65)

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (“CNCS”), staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and e. An organization engaged in the religious activities described in paragraph 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while engaging in any of the above activities on their personal time. All locations where members serve should post a list of the prohibited activities.

Nonduplication and Nondisplacement (See 45 CFR §§ 2540.100)

E. Nonduplication.

- a. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

F. Nondisplacement.

- a. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- d. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- e. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- f. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out.

Restrictions on fundraising by members (See 45 CFR §§ 2520.40-.45)

- a. AmeriCorps members may raise resources directly in support of your program's service activities.
- b. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
 - 1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
 - 2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - 3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - 4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
 - 5. Seeking donations from alumni of the program for specific service projects being performed by current members.
- c. AmeriCorps members may not:
 - 1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
Write a grant application to the Corporation or to any other Federal agency.
45 CFR §§ 2520.40. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.

APPENDIX C: Data Sharing Agreement

In order for City Year to successfully implement the services described in the District Service Agreement between the parties [of even date herewith] and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

ACCORDINGLY, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data.** City Year uses student-level performance data in partnership with district and school personnel to:
 - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
 - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
 - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
 - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
 - report on performance metrics to the school and the school district; and
 - inform and refine our WSWC model design and improve overall quality of service.
2. **Obligations of City Year.** To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
 - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
 - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
 - share evaluation reports from evaluations commissioned by City Year; and
 - track key output data related to City Year's core services.
3. **Obligations of the District.** To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
 - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
 - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
 - facilitate and/or support the collection of student-level data as outlined below.
 - all end of year data for the school year(s) covered under this agreement must be provided to City Year no later than October of the following school year(s).
4. **Data Access, Acquisition, and Requirements.** From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:
 - attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
 - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
 - ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
 - ELA and math marking period grades and end-of¹⁰⁵-course grades;

- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools City Year serves for the data noted above. Schoolzilla by Renaissance will serve as City Year’s data transfer partner.

Each school will complete surveys which will be used for reporting of City Year’s impact. These include:

- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to assess its performance.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

Additionally, to enable City Year’s partnership with the District, as well as the ability for City Year to support the District’s virtual learning efforts, if virtual learning takes place, the District agrees to:

1. Provide District email accounts to all City Year AmeriCorps members and relevant City Year staff; and
2. Provide access to any virtual learning applications and technology platforms to all AmeriCorps members and relevant City Year staff.

5. **Subcontractor Use of District Data.** To the extent necessary to perform its obligations specified in the Agreement, City Year may disclose District Data to subcontractors pursuant to a written agreement. Subcontractors will be bound by all data security, storage, and retention requirements under FERPA and other applicable federal, state, and local laws. For the limited purposes of the evaluation of City Year services and analyses of how to serve City Year's student populations most effectively, City Year may share student data with agents, advisors, and third- party consultants and evaluators ("Representatives"). In these instances, the student data will be de-identified, and cases will be assigned unique External Evaluation ID numbers, assigned through an automated process. Files containing student data will only be shared via secure password protected networks and log-in information will only be shared with limited project personnel. City Year will inform any Representatives of the confidential nature of the data and direct them to treat the data confidentially and for the limited purpose of assisting City Year with its internal analyses and evaluation. In districts where Institutional Review Board (IRB) approval is required, it is the responsibility of the Representatives to secure approval.
6. **FERPA.** City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year’s performance. City Year agrees to the following conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year’s federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

7. **Ownership and Protection of Confidential Information.** Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as “confidential” or “proprietary” or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties’ and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party’s request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.

Data Sharing Agreement
By and Between
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
And CITY YEAR, INC.
2021-2022

THIS DATA SHARING AGREEMENT (this “Agreement”) is made as of this [REDACTED], 2021, by and between San Antonio Independent School District (hereinafter, the “District”) with an address of 514 W. Quincy St., San Antonio, TX 78212, and City Year, Inc. (hereinafter, “City Year”), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

In order for City Year to successfully implement the services described in the District Service Agreement between the parties [of even date herewith] and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

ACCORDINGLY, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data.** City Year uses student-level performance data in partnership with district and school personnel to:
 - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
 - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
 - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
 - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
 - report on performance metrics to the school and the school district; and
 - inform and refine our WSWC model design and improve overall quality of service.

2. **Obligations of City Year.** To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
 - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
 - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
 - share evaluation reports from evaluations commissioned by City Year; and
 - track key output data related to City Year's core services.

3. **Obligations of the District.** To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
 - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
 - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
 - facilitate and/or support the collection of student-level data as outlined below.

- all end of year data for the school year(s) covered under this agreement must be provided to City Year no later than October of the following school year(s).

4. **Data Access, Acquisition, and Requirements.** From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:
- attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
 - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
 - ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
 - ELA and math marking period grades and end-of-course grades;
 - ELA and math course assignments and grades (if available);
 - student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
 - class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools City Year serves for the data noted above. Schoolzilla by Renaissance will serve as City Year’s data transfer partner.

Each school will complete surveys which will be used for reporting of City Year’s impact. These include:

- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to assess its performance.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

Additionally, to enable City Year’s partnership with the District, as well as the ability for City Year to support the District’s virtual learning efforts, if virtual learning takes place, the District agrees to:

1. Provide District email accounts to all City Year AmeriCorps members and relevant City Year staff; and
2. Provide access to any virtual learning applications and technology platforms to all AmeriCorps members and relevant City Year staff.

5. **Subcontractor Use of District Data.** To the extent necessary to perform its obligations specified in the Agreement, City Year may disclose District Data to subcontractors pursuant to a written agreement with the subcontractor. Subcontractors will be bound by all data security, storage, and retention requirements under FERPA and other applicable federal, state, and local laws. Files containing student data will only be shared via secure password protected networks and log-in information will only be shared with limited project personnel. For the limited purposes of the evaluation of City Year services and analyses of how to serve City Year’s student populations most effectively, City Year may share student data with subcontractors who are agents, advisors, and third- party consultants, researchers, and evaluators ("Representatives"). In these instances, the student data will be de-identified, and cases will be assigned by unique External Evaluation ID numbers, assigned through an automated process. City Year will inform any Representatives of the confidential nature of the data and direct them to treat the data confidentially and for the limited purpose of assisting City Year with its research and evaluation. In districts where Institutional Review Board (IRB) approval is required, it is the responsibility of the Representatives to secure approval.

6. **FERPA.** City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance. City Year agrees to the following conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

7. **Ownership and Protection of Confidential Information.** Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to

perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.

8. **Entire Agreement.** This Data Sharing Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this Data Sharing Agreement signed each party hereto.

[Signatures to Follow]

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: Pedro Martinez
Its: Superintendent

Date

CITY YEAR, INC.

By: Jessica Greenfield
Its: Chief Financial and Administrative Officer

Date



July 15, 2021

Agreement #20160201

City Year, Inc.
109 B North San Saba San Antonio, Texas 78207

Reason: Contract Renewal

Data Sharing Agreement #20160201 between City Year and San Antonio Independent School District has been extended through September 30, 2022.

For SAISD:

Name: Sonia Canales
Job Title: Director
Department: Governmental and Community Relations
Work Phone Number: (210) 554-2231
Email Address: scanales3@saisd.net

For Community Partner:

Name: Jessica Greenfield
Job Title: Chief Financial & Administrative Officer
Department: Finance and Administration
Work Phone Number: 617-927-2500
Email Address: jgreenfield@cityyear.org

Theresa Urrabazo
San Antonio ISD Executive Director,
Accountability, Research, Evaluation and Testing

Date

Name
On behalf of Community Partner

Date

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian-Perry, Vice President

Arthur V. Valdez, Secretary
Ed Garza, Trustee

114

Leticia Ozuna, Trustee
Patti Radle, Trustee

Sarah Sorensen, Trustee
Pedro Martinez, Superintendent

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Optional Flexible School Day Program (OFSDP)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Garry Hardcastle, Senior Executive Director for Learning and Compliance Support Services

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve an Optional Flexible School Day Program (OFSDP) for Cooper Academy at Navarro.

Cooper Academy at Navarro is applying for the Optional Flexible School Day Program to meet the needs of the students as a drop out recovery model. The OFSDP allows students to attend school at their convenience while meeting course time requirements, including evenings and weekends. Cooper Academy at Navarro has a modified block schedule to account for the time requirements of each Career and Technology and Special Education course. Students participating have their sign in and out time recorded for each course they take. As a drop out recovery model, Cooper Academy at Navarro serves high school students from the District to provide a program to support effective, sustainable, and coordinated dropout prevention.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approve the Optional Flexible School Day Program (OFSDP) for Cooper Academy at Navarro for the 2021-2022 school year. In accordance with the Texas Education Code (TEC), §29.0821, a school district may modify its instructional calendar to provide a flexible year program to meet the educational needs of its students, including providing intensive instructional services.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

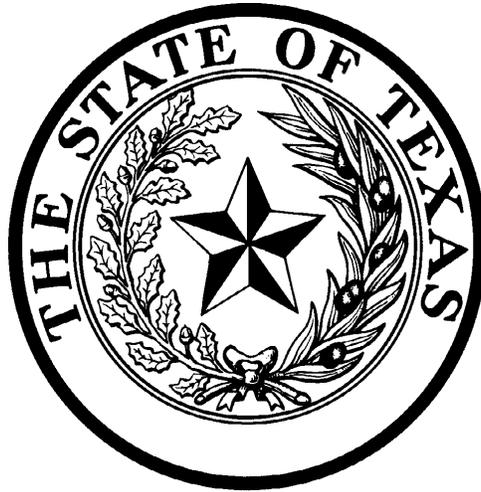
N/A

IV. 2021 - 2022 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.

Texas Education Agency



APPLICATION

Updated May 2021

Optional Flexible School Day Program (OFSDP)

_____ School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code [\(TEC\) §29.0822](#), if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.
- and**
2. there is an agreement in writing to the student's participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

(Legal Name of School District or Open-Enrollment Charter School)

located at

(Physical Address)

hereinafter referred to as “district.”

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opfex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opfex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name _____ Authorized Signature _____
Typed Title _____

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: _____

Day: _____

Year: _____

Time: _____

Location: _____

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT A SEPARATE PDF TO CONCISELY PROVIDE THE INFORMATION BELOW, LABELED WITH THE CORRESPONDING NUMBER, FOR APPENDIX THREE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. Indicate the expected start date of the district’s OFSDP.
2. Indicate the estimated number of OFSDP students that will be served per teacher.
3. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
4. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
 - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
 - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

NOTE: absences and days present do not exist in the OFSDP

5. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student’s progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact(s) for the Application

Contact Name:	
District Superintendent or Charter School Chief Operations Officer:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:	
Alternate Telephone Number:	
Fax Number:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FIVE, PARTICIPATING CAMPUSES, STUDENT ELIGIBILITY, AND PERIOD OF AGREEMENT. ALL INFORMATION REQUESTED MUST BE INCLUDED ON THIS TEMPLATE AND SUBMITTED IN A SEPARATE EXCEL FILE.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

Cooper Academy at Navarro
OFSDP Appendix 3

- 1. Indicate the expected start date of the district's OFSDP.**
 - a. August 9, 2021. First day of classes for the 2021-2022 school year
- 2. Indicate the estimated number of OFSDP students that will be served per teacher.**
 - a. All OFSDP classrooms provide one instructor per 28 students. All OFSDP teachers service between 15 and 45 students throughout the day. Teachers that serve more than 25 students will have a 4-hour morning roster and a 4-hour afternoon roster. OFSD teachers that work during the evening classes on Tuesday, Wednesday and Thursday will have between 10 and 15 OFSDP students on the evening roster.
- 3. If the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.**
 - a. Cooper Academy at Navarro has a modified block schedule to account for the time requirements of each career and technology. Students participating in career and technology (CTE) courses have their time in and out recorded for non-CTE courses when they transition to and from their CTE courses. Upon attending their daily CTE course the students have their time in and out recorded on separate OFSDP attendance logs. Their CTE teacher is required to monitor the process throughout the day and review for accuracy prior to daily submission to the attendance clerk. The attendance clerk is required to submit a separate CTE OFSDP attendance submission and generate separate CTE OFSDP reports for review, approval and submission on a weekly and 6-week cycle basis. The current CTE teacher holds the following CTE certification and CTE approval date:
 - a. Career and Technology Classroom Teacher Certification
Office Education Grades (6-12)
 - b. Career and Technology Approval Date:
Office Administration 9/22/2005
 - b. Cooper Academy at Navarro has a modified block schedule to account for the time requirements of the special education program. Students participating in the special education program have their time recorded in and out for their courses when they transition to and from the classrooms. Students participating in the special education program are not pulled from their regular classroom, they are completely mainstreamed and receive services through itinerant support within the general education setting.
 - c. Students receiving pregnancy related services, while on homebound, are removed from the OFSDP attendance accounting process.
- 4. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Explain the following:**
 - a. The attendance clerk delivers the OFSD attendance rosters to all homeroom teachers each morning. These OFSD attendance rosters are generated and printed from the software BI Platform (Crystal Reports). The BI Platform generates these reports based on students actively enrolled and scheduled to classes in our Frontline SIS (student information system). Teachers will keep track of the student entry and leave time (minutes) into each individual class during the day. At the end of each day the homeroom teacher submits the certified OFSD rosters, with a teacher signature, to the campus attendance clerk. The attendance clerk inputs the student's arrival time and departure time from each class into Frontline (student information system). This data is

stored in Frontline tables by each individual student recording the date, teacher, time entering a class and time leaving a class.

- b. All student entry and leave times will be entered into Frontline by the attendance clerk for each individual class based on the certified (with the teacher's signature) daily rosters. The Frontline system has been programmed to sum up the minutes earned each day and only report the sum of minutes for funding if the sum is 45 minutes or greater and will only count a maximum of up to 600 minutes in one day. The calculations of minutes for each 6 weeks is verified by separate query and calculation during our summer PEIMS submission to confirm the system is calculating the minutes accurately. Campus administration and attendance clerk review OFSD weekly and cycle reports to ensure accuracy of data submitted.
- c. During our summer PEIMS submission, students that participate in both the traditional and OFSD programs will be checked to ensure the students are not being reported with over the 1 full ADA of 180 days. Traditional students that participate in the summer program have their time in and out recorded on a separate log, which is not used for OFSDP attendance submission. During the summer program, non-traditional students that participate in the OFSD program during the school year will participate in the OFSDP attendance submission process.
- d. Our OFSD program is not completely paperless. As described in 3a above, teacher will keep track of the students' time in and out of class on paper rosters throughout the day. The paper rosters and any attendance entry/correction will be maintained by day and retained in accordance with the Texas State Library and Archives Commission. Campus records will be audited each 6 weeks to ensure the campus is complying with SAAH 11.6.
- e. Attendance reporting is done throughout the year based on the data entering into Frontline (student information system). Weekly, the attendance clerk generates a Cooper OFSDP weekly student attendance report. The attendance clerk reviews the weekly report for accuracy and submits the report to the campus principal for review of the minutes earned by each student. The campus principal reviews and approves this weekly report. At the end of every six weeks, the attendance clerk generates the six-week student attendance reports (Campus summary and Student Detail). The attendance clerk reviews the report for accuracy and submits it to the principal for review. The principal reviews the six-week student attendance reports and approves. Once approved at the campus level, the attendance clerk submits all approved student attendance reports to the SAISD PEIMS department for the district to review. The attendance clerk at the campus maintains all the weekly and six-week attendance records in accordance with the Texas State Library and Archives Commission.

Optional Flexible School Day Program (OFSDP)

School Year **2021-2022**

District Number	015907	(Updated May 2021)															
		ELIGIBILITY DESIGNATION 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3) Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4				Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4) Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4 Summer period of agreement is not to exceed 30 days				
Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMTWTWTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWTHFS	Minutes Per Day
015907024	Cooper Academy at Navarro	1	2			5				8/9/2021	6/2/2022	SUMTWTWTHFS	600	6/6/2022	7/31/2022	SUMTWTWTHFS	600
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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Request for Waiver of Penalty and Interest

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

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

PRESENTER: Larry A. Garza

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the waiver of penalty and interest for the real property Tax Account: 11402-014-0330, Jerry & Robert Alvarado and Tax Account: 00538-022-0090, James Sims.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

The San Antonio Independent School District received the attached letters from Albert Uresti, Tax Assessor Collector for Bexar County, recommending Board approval to waive penalty and interest for the real property Tax Account: 11402-014-0330, Jerry & Robert Alvarado and Tax Account: 00538-022-0090, James Sims. Texas Property Tax Code-Section 33.011 provides for the governing body to waive penalty and interest due to “an act or omission by an employee of the tax office or the Appraisal District”. The Bexar County Tax Assessor Collector has confirmed that such an error did occur on this account.

	11402-014-0330 Jerry & Robert Alvarado	00538-022-0090 James Sims
Penalty	\$97.97	\$224.25
Interest	\$16.33	\$84.10
33.07 Penalty	\$ 0.00	\$ 0.00
Total	\$114.30	\$308.35

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2021 – 2022 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.



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

May 27, 2021

Sean Mullen
Director, Cash & Treasury Management
Financial Services
San Antonio I.S.D
141 Lavaca St
San Antonio, Texas 78210

RE: Waiver of Penalty and Interest on Tax Account: 11402-014-0330
Years(s): 2020
Owner(s): Jerry & Robert Alvarado
Amount of Penalty Paid: \$97.97
Amount of Interest Paid: \$16.33
Amount of 33.07 Penalty Paid: \$0.00

Dear Mr. Mullen:

The above referenced property owner has requested for the waiver of penalty and interest under Section 33.011 of the Texas Property Tax Code.

The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest if an act or omission of an act by an employee of the Bexar Appraisal District resulted in the taxpayer's failure to pay the tax before delinquency.

The attached letter confirms such an error did occur. The taxes have been paid and the request for waiver was made within 180 days of the delinquency date. This office recommends penalty and interest to be refunded unless we receive notice otherwise from the governing body.

Please notify our office within fifteen days of the receipt of this letter if the governing body of the San Antonio I.S.D agrees with this recommendation. If you have any questions or concerns, please call our office at (210) 335-6623

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Uresti", written over a faint circular stamp.

Albert Uresti, MPA, PCC
Tax Assessor-Collector
Bexar County

Handwritten initials "CG" in blue ink.

AU:CG/syg/rk
FORM: TASL7
REV 04/13



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

May 11, 2021

Sean Mullen
Director, Cash & Treasury Management
Financial Services
San Antonio I.S.D
141 Lavaca St
San Antonio, Texas 78210

RE: Waiver of Penalty and Interest on Tax Account: 00538-022-0090
Years(s): 2020
Owner(s): James Sims
Amount of Penalty Paid: \$224.25
Amount of Interest Paid: \$84.10
Amount of 33.07 Penalty Paid: \$0.00

Dear Mr. Mullen:

The above referenced property owner has requested for the waiver of penalty and interest under Section 33.011 of the Texas Property Tax Code.

The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest if an act or omission of an act by an employee of the Bexar Appraisal District resulted in the taxpayer's failure to pay the tax before delinquency.

The attached letter confirms such an error did occur. The taxes have been paid and the request for waiver was made within 180 days of the delinquency date. This office recommends penalty and interest to be refunded unless we receive notice otherwise from the governing body.

Please notify our office within fifteen days of the receipt of this letter if the governing body of the San Antonio I.S.D. agrees with this recommendation. If you have any questions or concerns, please call our office at (210) 335-6623

Sincerely,

Albert Uresti, MPA, PCC
Tax Assessor-Collector
Bexar County

AU:CG/syg/rk

FORM: TASL7
REV 04/13

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Covenant of Purpose, Use and Ownership Agreement with Alamo Community College District (ACCD) and the City of San Antonio to Implement Economic Development Administration (EDA) Grant at the Pfeiffer Campus

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Willie T. Burroughs, Chief Operations Officer

PRESENTER: Kamal ElHabr, Associate Superintendent, Construction & Development Services

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Covenant of Purpose, Use and Ownership Agreement with Alamo Community College District (ACCD) and the City of San Antonio to Implement Economic Development Administration (EDA) Grant at the Pfeiffer Campus and to authorize the Superintendent to sign the agreement and other documents necessary to effectuate the EDA Grant. SAISD is currently under a long-term lease agreement with ACCD for the lease of the Pfeiffer campus to be utilized as the Eastside Education and Training Center. The parties have been involved in the application of the EDA Grant for campus improvement.

II. RECOMMENDATIONS AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the Covenant of Purpose, Use and Ownership agreement and to authorize the Superintendent to sign the agreement and other documents necessary to effectuate the EDA grant on behalf of the District.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2021-2022 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.

COVENANT OF PURPOSE, USE AND OWNERSHIP

This Covenant of Purpose, Use and Ownership (“Covenant”) dated this ____ day of _____, 2021, is made by co-recipients: the **Alamo Community College District (“ACCD”)**, 2222 North Alamo, San Antonio, Texas 78215; the **San Antonio Independent School District (“SAISD”)**, 514 W. Quincy Street, San Antonio, Texas 78212; and the **City of San Antonio**, PO Box 839966, San Antonio, Texas 78283, (collectively, “Recipient”) for the benefit of the United States Department of Commerce, Economic Development Administration located at 1401 Constitution Avenue, NW, Washington, DC 20230 with a regional office at 903 San Jacinto, Suite 206, Austin, Texas 78701 (“EDA”):

RECITALS:

WHEREAS, pursuant to the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 *et seq.*) (“PWEDA”), Recipient has applied to, received and accepted from EDA a Financial Assistance Award dated September 29, 2016 (“Award”), in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (“EDA Award Amount”) for EDA Award No. 08-01-05138; and

WHEREAS, the Award is subject to certain terms and conditions pursuant to which Recipient agreed to comply with, *inter alia*, the applicable requirements of EDA’s regulations at 13 C.F.R. Chapter III and government-wide regulations set out at 2 C.F.R. part 200; and

WHEREAS, pursuant to the application submitted by Recipient requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application (“Grant Application”) and pursuant to the Award, the EDA Award Amount is to be used for the purpose of financing the acquisition of and/or improvements to the real property described in “Exhibit A,” attached hereto and made a part hereof (the “Project Property”) consisting of the Promise Zone to Work, East Side Education & Training Center (the “Project”); and

WHEREAS, fifteen (15) years from date of Award, as determined by EDA, is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the improvements made to the Project Property pursuant to the Project; and

WHEREAS, the Award provides, *inter alia*, that Recipient will not sell, lease, transfer, convey, encumber, mortgage, or otherwise alienate any right to or interest in the Project Property, or use the Project Property for purposes other than, or different from, those

purposes set forth in the Award and the Grant Application made by Recipient therefor (“Project Purposes”), such alienation or use being prohibited by 13 C.F.R. part 314 and by 2 C.F.R. part 200; and

WHEREAS, in accordance with PWEDA, EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 C.F.R. § 314.5 (“Federal Share”) or unless the authorized purpose of the Award is to develop land in order to lease or sell the land for a specific use, approved in advance by EDA, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met; and

WHEREAS, Recipient, as owner of the Project Property agreed to record this Covenant in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to and use of all or part of the Project Property.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and to ensure that the benefits of the Project will accrue to the public and be used as intended by both EDA and Recipient consistent with the Project Purposes, Recipient hereby covenants and agrees as follows:

1. COMPLIANCE WITH AWARD AND REGULATIONS

Recipient shall comply with the terms and conditions of the Award and the regulations set forth in 13 C.F.R. Chapter III and 2 C.F.R. part 200.

2. RESTRICTIONS DURING ESTIMATED USEFUL LIFE

For the Estimated Useful Life set forth above, Recipient will not sell, lease, transfer, convey, encumber or mortgage any interest in the Project Property, nor shall Recipient use the Project Property for purposes other than the Project Purposes without the prior written approval of EDA.

3. LEASE OF PROJECT PROPERTY

If the Grant Application provides for and the Award authorizes Recipient to lease Project Property, each lease arrangement shall be subject to the prior written approval of EDA during the Estimated Useful Life. EDA must determine that the applicable lease arrangement is consistent with the Grant Application and authorized general and special purpose(s) of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but

not limited to, non-discrimination, non-relocation, and environmental requirements; and that the proposed lessee is providing adequate compensation, as defined in 13 C.F.R. § 314.1, to Recipient for said lease. Notwithstanding the foregoing, EDA consents to the terms of the Lease from Recipient SAISD to Recipient ACCD which predates the application for the EDA Award.

4. PROJECT PURPOSES AND TRANSFER OF PROJECT PROPERTY

Recipient further covenants that in the event the Project Property is used for purposes other than the Project Purposes, or is sold, leased, transferred, conveyed, encumbered or mortgaged without the prior written approval of EDA, Recipient will compensate the Federal Government in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA, such amount being: (a) EDA's pro-rata share of the fair market value of the Project Property as further set forth in 13 C.F.R. § 314.5, as that provision may be amended from time to time, (b) the EDA Award Amount, or (c) the amount of grant funds actually disbursed.

5. CHARGES; LIENS

Recipient is a tax-exempt governmental entity. Recipient shall protect the title and possession of all Project Property and take necessary action to discharge or remove all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines, and impositions now existing or hereafter levied or assessed upon the Project Property.

6. HAZARD INSURANCE

Recipient shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by Recipient due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible. If such restoration or repair is not economically feasible, Recipient shall use said insurance proceeds to compensate EDA for its Federal Interest, as defined at 13 C.F.R. § 314.2 ("Federal Interest"). EDA's Federal Interest shall be satisfied when the amount received is equal to the Federal Share as that term is defined at 13 C.F.R. § 314.5.

7. PRESERVATION AND MAINTAINANCE OF PROJECT PROPERTY

Recipient shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property, but shall give written notice thereof to EDA without delay.

8. INDEMNIFICATION

To the extent permitted by applicable law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the Recipient or any of its predecessors (other than the Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 (“Indemnification”).

9. INSPECTION

EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

10. CONDEMNATION

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by Recipient to compensate EDA for EDA’s Federal Share. EDA’s Federal Share of said condemnation proceeds shall be equal to that percentage which the EDA Award Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 C.F.R. § 314.5 (“Federal Share”).

11. REMEDIES

Upon Recipient’s breach of any term or condition of the Award or term or condition of this Covenant, then EDA, its designees, successors, or permitted assigns may declare the amounts owed to EDA (i.e., the Federal Share) with interest thereon at the rate set forth in 31 U.S.C. § 3717, immediately due and payable, such amounts being: (a) EDA’s pro-rata share of the fair market value of the Property as further set forth in 13 C.F.R. § 314.5, as that provision may be amended from time to time, (b) the EDA Award Amount, or (c) the amount of the grant funds actually disbursed (the “Indebtedness”). The amount shall be determined at the sole discretion of EDA in accordance with EDA’s authorities and regulations, and Recipient agrees that the Indebtedness shall be due and payable by Recipient to EDA upon the termination of the Award for material noncompliance or upon any attempt to use, transfer or alienate any interest in the Project Property in violation of the Award or of the regulations in 13 C.F.R. Chapter III or 2 C.F.R. part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through and upon the full payment of the Indebtedness to the Federal Government.

12. REMEDIES CUMULATIVE

EDA may enforce any and all remedies afforded by law or equity, including seeking and obtaining a judicial determination(s) compelling Recipient to comply with the terms and conditions of the Award and this Covenant, which may be exercised concurrently, independently or successively.

13. FOREBEARANCE NOT A WAIVER

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Covenant.

14. RELEASE

EDA and the Recipient agree that, so long as the possession and use of Project Property by Recipient has been only for the purposes set forth in the Award and the Grant Application, then after the Estimated Useful Life of the improvements to Project Property, Recipient may request a release of the Federal Interest in accordance with 13 C.F.R. part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 C.F.R. part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Covenant and any release thereof, which shall be evidenced by a separate recorded covenant.

15. GOVERNING LAW; SEVERABILITY

This Covenant shall be governed by applicable federal law, if any, and if there is no applicable federal law by state law, and nothing contained herein shall be construed to limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

16. RECORDING COVENANT AGAINST TITLE

Pursuant to 13 C.F.R. part 314, Recipient further agrees that Recipient shall execute and place on record against the title to the Project Property acquired or improved in whole or in part with the Award, this Covenant of Purpose, Use and Ownership. Recipient shall furnish EDA with the original, recorded Covenant as executed. Recipient further agrees that whenever the Project Property is sold, leased or otherwise conveyed pursuant to 13 C.F.R. part 314, Recipient or transferor shall add to the document conveying such interest in and

to the real estate an express reference to this Covenant, satisfactory to EDA, whereby the purchaser or tenant expressly accepts and agrees to be bound by this Covenant.

17. NOTICE

Any notice from EDA to Recipient provided for in this Covenant shall be sent by certified mail to Recipient's last known address or at such address as Recipient may designate to EDA, except for any notice given to Recipient in the manner as may be prescribed by applicable law as provided hereafter in this Covenant. Likewise, any notice from Recipient to EDA shall be sent by certified mail to EDA's address.

18. PARTIES BOUND BY THIS COVENANT

This Covenant and this Covenant's rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

19. RESTRAINT ON TITLE

It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Project Property given to evidence and secure the Federal Interest expressed herein.

20. COVENANT RUNS WITH LAND

This Covenant shall run with the land.

21. AUTHORITY TO EXECUTE COVENANT

Recipient represents and warrants to and covenants with EDA that Recipient has been duly authorized by Recipient's governing body by all necessary action and has received all necessary third-party consents to enter into this Covenant.

[Signature pages follows]

IN WITNESS WHEREOF, Recipient has hereunto set its hand as of the day and year first above written by its duly authorized officer.

RECIPIENT: Alamo Community College District

By: _____

Title: _____

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this ____ day of _____, 2021, by _____ on behalf of the Alamo Community College District.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, Recipient has hereunto set its hand as of the day and year first above written by its duly authorized officer.

RECIPIENT: San Antonio Independent School District

By: _____

Title: _____

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this ____ day of _____, 2021, by _____ on behalf of the San Antonio Independent School District.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, Recipient has hereunto set its hand as of the day and year first above written by its duly authorized officer.

RECIPIENT: **City of San Antonio**

By: _____

Title: _____

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this ____ day of _____, 2021, by _____ on behalf of the City of San Antonio.

Notary Public
My commission expires: _____

Exhibit A
Property Description

The improvement located at 4551 Dietrich Rd, San Antonio, Bexar County, Texas, more specifically described as being: THE SUBDIVISION OF A 7.005 ACRE TRACT KNOWN AS TRACT C, N.C.B. 10598, IN THE CITY ASSESSOR'S BLOCK BOOK MAPS, OUT OF THE JULIAN DIAZO.S.133 ½ ABS.190, C.B.5097, SAN ANTONIO, BEXAR COUNTY, TEXAS, as recorded in Volume 3401, Page 396 of the Deed Records of Bexar County, Texas.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) between SAISD and Jefferson Community Church

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Willie Burroughs, Chief Operations Officer

PRESENTER: Kedrick Wright, Deputy Chief Operations Officer
 Garry Hardcastle, Senior Exec. Dir., Programs, Organizational Learning & Support Services

MEETING DATE: July 19, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Jefferson Community Church for the purpose of providing one classroom on church grounds for the Cooper Academy at Navarro Dropout Recovery Program for the 2021-2022 school year. This agreement with Jefferson Community Church serves overaged students of ages 18 to 25 that began more than 11 years ago. The students served are from the Jefferson and Edison High School Clusters. There will be District-owned computers and laptops at the facility for instruction to approximately 25 to 30 individuals. This program will be available to the above-described community five days a week.

The MOU calls for an expenditure of \$800.00 per month for the rental of the classroom, payable to Jefferson Community Church. The District will provide the church with cleaning materials to ensure the classroom area is maintained 3 days a week.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the MOU with Jefferson Community Church for the purpose of providing one classroom on church grounds for the Cooper Academy at Navarro.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

164-11-6269-00-024-2-26-007

IV. 2021-2022 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.

Memorandum of Understanding
San Antonio Independent School District
and Jefferson Community Church
2021 - 2022

The San Antonio Independent School District (herein called "the District") for the benefit of JEFFERSON COMMUNITY CHURCH (herein called "the Church") enters the following contract and for the terms of which witness the following:

1. Purpose: The purpose of this agreement is to facilitate cooperation between the Church and the District in the provision of instruction of courses on the Church grounds.
2. Cooper Academy at Navarro Dropout Recovery Program: The Cooper Academy at Navarro Drop Out Recovery Program is designed to help 15-25 year-old students that have left high school without earning a diploma, or are in jeopardy of not earning a high school diploma during the traditional four years of high school and wish to remain in an educational setting and gain a high school diploma.
3. Provision of Courses: The District will provide high school credit courses for which an articulation agreement has to be signed. These courses are for High School graduation only.
4. Instruction of Courses: The District will monitor the instruction of the above courses to assure the quality and uniformity of instruction in accordance with the standards established by the State of Texas and District.
5. Facilities: Courses will be conducted on the Church grounds. The Church will provide facilities; one classroom area for instruction and utilities, access to the building between the hours of 7:30 a.m. and 4:30 p.m. Monday through Friday following the school district academic calendar. The Church will allow the District to install equipment in the classroom area and grounds to provide for internet access for students and teachers. The Church will provide cleaning of classroom three (3) days a week. The District will provide cleaning materials for the classroom.
6. Tuition and Fees: San Antonio Independent School District will pay a monthly rental fee of \$800.00 to JEFFERSON COMMUNITY CHURCH for use of classroom.
7. Enrollment: Students enrolling in the program must meet the following criteria:
 - a. Applicants must be at least 15 years of age and not older than 25 years of age at the time of application by the first day of class.
 - b. Previous high school experience
 - c. Dropped out of school (over 30 days)
 - d. Student is behind or lacking in credits
 - e. Flexible scheduling 8:00 a.m. – 4:00 p.m.
 - f. Daily attendance for students is a minimum of 4 hours
 - g. Accelerate and recovery of credits
 - h. Individualized instruction with teacher support (computer based)
 - i. No extra-curricular activities will be offered in this setting.
8. Recruitment: The District agrees to provide full responsibility for recruitment of SAISD students and certified teachers.
9. Student Code of Conduct: Student will adhere to the SAISD Code of Conduct, as well as policies and procedures. Students will not be allowed on a high school campus during school hours without campus administrative consent. Any student found in violation of this rule will be subject to criminal trespassing charges and possible removal from the Cooper Academy at Navarro Dropout Recovery Program.
10. Calendar: Students will adhere to the District School 2021-2022 instructional Calendar, with the addition of days necessary to represent a District requirement of 187 Days. Should new legislation provide relief from the 187 days requirement without penalty to the District, students will attend the district calendar only.

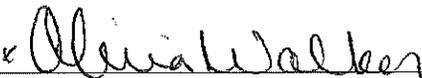
11. Instructors: All Cooper Academy at Navarro Dropout Recovery Program courses will be taught by certified SAISD faculty who has met Human Resources procedures to become a District employee.
12. Either party may terminate this Agreement with or without cause by giving the other party a minimum of thirty (30) days written notice of such termination. Notice of termination of this Agreement before the end of its term shall not relieve either party of its obligation to perform under the contract, or respective liabilities under the contract, until termination occurs. If the Agreement is terminated, the Church shall be paid only for those services provided to the District through the date of termination. Payment for such services shall be determined by pro-rating payments to equal the percentage of services actually provided through termination.
13. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, pursuant to Tex. Loc. Gov't. Code 271.159, in addition to any other relief to which it may be entitled.

Both Parties Agree:

- a) To comply with federal, state, and local laws, including district policy, applicable to this agreement.
- b) To have in place and abide by a policy prohibiting sexual harassment.

This MOU must be signed and executed by both the Jefferson United Methodist Church Pastor and the District Superintendent, or their representative.

Signatures:



Olivia Walker, Jefferson Community Church



Date

Pedro Martínez, Superintendent of SAISD

Date

2. The Board is requested to approve the purchase of Office Furniture in continuity of existing office furniture. This purchase will accommodate newly onboarded staff in the Construction and Development Services. New staff growth is associated with a department-wide reorganization implemented to prepare for the 2020 Bond Program in support of Master Plan 2030.
- Recommended by: Construction & Development Services
 - Submitted by: Kedrick Wright
 - Selection Method: Invitation for Bid – IFB #18-085(RC)
 - Contract Term: Period covering July 20, 2021 through November 13, 2021
 - Funding Source: Bond – 661-81-6399-00-920-199-P60

VENDOR

Indeco Sales

AWARD AMOUNT

\$65,135 approximately

3. Request to approve the ratification of the purchase of Lego Education Spike Prime Set (Grades 6-8) and BricQ Motion Essential Set (Grades K-5). Spike and BricQ provides students in grades K-8 hands-on STEAM solutions with standards aligned and adoptable curriculum/lessons. This purchase will be used for the STEAM instruction during the July 19, 2021 intersession.
- Recommended by: Educational Technology & Extended Learning
 - Submitted by: Becky Landa
 - Selection Method: NEISD #84-18
 - Contract Term: Period covering June 22, 2021 through June 30, 2021
 - Funding Source: Federal – 211-11-6399-00-699-1-30-876

VENDOR

Lego Education

AWARD AMOUNT

\$92,328 approximately

4. The Board is requested to approve the purchase of Worker’s Compensation Third Party Claims Administration (TPA) and related support services. This purchase will facilitate the administration of the Districts self-insurance workers’ compensation claims on an “as needed” basis for District-wide use. 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: Employee Benefits, Risk Management & Safety
 - Submitted by: Matthew Nielsen
 - Selection Method: Request for Proposal – RFP #21-029(VC)
 - Contract Term: Period covering September 1, 2021 through August 31, 2024 with the option to renew for two (2) additional one (1) year periods
 - Funding Source: Local – 753-98-6299-16-735-2-99-000

VENDOR

CAS - Claims Administrative Services

AWARD AMOUNT

\$263,000 (annually) approximately

5. The Board is requested to approve the purchase of Stakeholder Notification & Communication Tools, a fully hosted district-wide notification that will allow the District to deliver a broad range of messages through voice, SMS text and email messages within minutes. This purchase will allow all authorized school and district administrators to send notifications to parent and staff groups on an “as needed” basis for District-wide use. 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: Office of Family & Community Engagement
- Submitted by: Elsa Pennell
- Selection Method: Request for Proposal – RFP #21-026(RC)
- Contract Term: Period covering September 1, 2021 through August 31, 2023 with the option to renew for three (3) additional one (1) year periods
- Funding Source: Local – 199-53-6399-65-950-2-99-083
(Subject to the availability of funding for the 2021-2022 school year)

VENDOR

Intrado Interactive Services Corporation

AWARD AMOUNT

\$612,250 (annually) approximately

6. The Board is requested to approve the purchase of Administration Building Dining Operations and Development Services (Central Office Dining Operations). This purchase will provide food service options at the new Central Office location to be utilized districtwide by SAISD employees and local community. The proposed food service management firm is a local, small, minority-owned business and will manage the daily food service operations providing cost-effective dining, catering, and vending options. Additional benefits include a commitment to mentorship, internship, and scholarships for SAISD business and culinary students. 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: Procurement Services
- Submitted by: Edward Romero
- Selection Method: Request for Proposal – RFP #20-025(RC)
- Contract Term: Period covering July 20, 2021 through July 19, 2026 with the option to renew for five (5) additional one (1) year periods
- Funding Source: Local – 199-35-6299-95-995-2-99-000
(Subject to the availability of funding for the 2021-2022 school year)

VENDOR

True Flavors, LLC

AWARD AMOUNT

\$130,000 (annually) approximately

7. The Board is requested to approve the purchase of an electronic data collection tool, simplifies gathering feedback from key stakeholders. It features advanced text and voice analytics, customizable reports and interactive reporting dashboards. The purchase will track student scholarship awards and CTE Certifications.
- Recommended by: Research & Evaluation
 - Submitted by: Theresa Urrabazo
 - Selection Method: Sole Source
 - Contract Term: Period covering July 20, 2021 through July 19, 2022
 - Funding Source: Local – 199-53-6399-65-945-2-99-000
(Contingent upon approval of 2020-2021 budget)

VENDOR
Qualtrics, LLC

AWARD AMOUNT
\$50,000 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: Taco & chalupa shells

2. How will goods and/or services be used? (List Campus/Grades impacted): To provide taco/chalupa shells for all cafeterias and items for concessions.

3. Submitted by: Dr. Jennifer Sides Child Nutrition Services 06/09/2021
Printed Name Department Date

4. Recommended Vendor(s): Company Name: SA Sanitary Tortilla Company, Inc.
Address: 623 Urban Loop
City/State/Zip: San Antonio, TX 78204
Phone No: 210-226-9209
Point of Contact: Luis Garcia
E-mail Address: sanitarytortillacompany@gmail.com
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB 21-030(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: 07/19/2022
 Other

6. Purchase valid from: 07/20/2021 through: 07/19/2022

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: 4 one year

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 225,000/year
Approximately

10. Funding Source(s) – check all that apply: Federal State Local Bond

Provide Budget Codes & Descriptions: _____
240-35-6341-01-887-1-99-0-00 \$200,000
199-36-6343-87-887-1-99-0-00 \$25,000

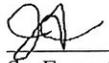
11. Provide a copy of General Ledger Inquiry showing corresponding balances.



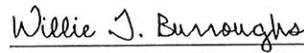
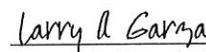
12. Additional Impact:

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	6/11/2021
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
	Edward M. Romero	6/17/2021
Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

	Willie Burroughs	6/17/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
	Larry Garza	6/21/2021
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 Strategy, Talent, & Innovation Officer Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: April 8, 2021

Reviewed By: RC



21-030(VC) - Taco & Chalupa Shells

This contract shall be valid for two (2) years from the Date of Board Trustees approval with the option to renew for three (3) additional one (1) year periods.

Supplier	Total / 0 pts	Pricing Pass/Fail
Sa Sanitary Tortilla Company	0	Pass

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: continuity of existing office furniture for the construction & development services Department staff.

2. How will goods and/or services be used? (List Campus/Grades impacted): will be used to accommodate newly onboarded staff. New staff growth is associated with a department-wide reorganization implemented to prepare for the 2020 bond program in support of Master Plan 2030.

3. Submitted by: Kedrick L. Wright Department: Construction & Development Services Date: 06/11/2021
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Indeco Sales
Address: 805 E. 4th Avenue
City/State/Zip: Belton, TX 76513
Phone No: 1-800-692-4256
Point of Contact: Wayne Goldston
E-mail Address: wayne.goldston@indecosales.com
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: Bid# 18-085 (RC)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 11/13/2021
 Sole Source
 Other

6. Purchase valid from: 07/20/2021 through: 11/13/2021

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: 2 Remaining

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 65,135
Approximately

10. Funding Source(s) – check all that apply: Federal State Local Bond
Provide Budget Codes & Descriptions: _____
661-81-6399-00-920-199 P60 CONSTRUCTION & DEV.-FURNITURE

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
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
<i>Edward Romero</i>	Edward M. Romero	6/17/2021
Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<i>Willie J. Burroughs</i>	Willie Burroughs	6/17/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
<i>Larry D Garza</i>	Larry Garza	6/21/2021
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 Strategy, Talent, & Innovation Officer Signature	Type Name	Date
<i>Kedrick Wright</i>	Kedrick Wright	6/11/2021
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: April 8, 2021

Reviewed By: RC



Proposal

Indeco - San Antonio
805 E. 4th Avenue
Belton, TX 76513
Phone: 1-800-692-4256

Order Number	2128
Date	06/09/2021
Customer PO No	
Customer Name	San Antonio ISD
Salesperson	Wayne Goldston
Project Number	
Terms	NET 30
Page	1 of 9

T San Antonio ISD
O 141 Lavaca Street
San Antonio, TX 78210

ATTN: Kedrick Wright
Phone: 210-554-2420
Email: kwright2@saisd.net

S San Antonio ISD Operations Service Center
H 1270 W. Summit Ave
I San Antonio, TX 78201
P

T ATTN: Kedrick Wright
O Phone: 210-554-2420
Email: kwright2@saisd.net

Prepared for : Wayne Goldston

SAISD Bid #18-085

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	ARTCOBELL ATPA1F--4-0-3E-4 ARISE Podium, Adj 30.5"-50.0", Banded Flat Edge 4:Titanium 0:Standard Laminates 3E:High Rise 4:Titanium	732.00	732.00
2	2.00 Each	ARTCOBELL DCBR-2430.4 CafÃ© Tbls Base, 24"dia x 30"h	128.00	256.00
3	2.00 Each	ARTCOBELL DCT-SQ36F--0-3E-4 CafÃ© Tbl Top, Square, 36", Flat Edge 0:Standard Laminates 3E:High Rise 4:Titanium	105.00	210.00
4	14.00 Each	ARTCOBELL DTN-RC25F--0-3E-4-4 T-Leg Tbl, NESTING, 29" Fixed, Rectangle, 24x60, Flat Edge 0:Standard Laminates 3E:High Rise 4:Titanium 4:Titanium	372.00	5,208.00
5	2.00 Each	HON HEC65PLN--~ 65H "L" Connector Post ~:Undecided PAINT Option Tag: Tag TG: CP-65-L	58.00	116.00
6	4.00 Each	HON HEC65PSN--~ 65H Extended Straight Connector Post "S" ~:Undecided PAINT Option Tag: Tag TG: CP-65-S	56.00	224.00
7	5.00 Each	HON HEC65PTN--~ 65H "T" Connector Post	56.00	280.00



Proposal

Indeco - San Antonio
805 E. 4th Avenue
Belton, TX 76513
Phone: 1-800-692-4256

Order Number	2128
Date	06/09/2021
Customer PO No	
Customer Name	San Antonio ISD
Salesperson	Wayne Goldston
Project Number	
Terms	NET 30
Page	2 of 9

		~:Undecided PAINT Option Tag: Tag TG: CP-65-T		
8	2.00 Each	HON HECSL "L" Connector Strap	6.00	12.00
9	4.00 Each	HON HECSS Extended Straight Connector Strap "S"	9.00	36.00
10	5.00 Each	HON HECST "T" Connector Strap	9.00	45.00
11	13.00 Each	HON HEFEC65P--\$(P1)-.S Panel Finished End Covers 65H \$(P1):P1 Paint Opts .S:Charcoal Tag: Tag TG: 65E	26.00	338.00
12	1.00 Each	HON HES1524G--\$(P1)-.S-.Q Glass Stacker 15H x 24W \$(P1):P1 Paint Opts .S:Charcoal .Q:Glass- Clear Tag: Tag TG: G24	167.00	167.00
13	2.00 Each	HON HES1548G--\$(P1)-.S-.Q Glass Stacker 15H x 48W \$(P1):P1 Paint Opts .S:Charcoal .Q:Glass- Clear Tag: Tag TG: G48	232.00	464.00
14	11.00 Each	HON HETC24--\$(P1)-.S Panel Top Cap 24"W \$(P1):P1 Paint Opts .S:Charcoal Tag: Tag TG: TC24	15.00	165.00
15	8.00 Each	HON HETC48--\$(P1)-.S Panel Top Cap 48"W \$(P1):P1 Paint Opts .S:Charcoal Tag: Tag TG: TC48	27.00	216.00
16	3.00 Each	HON HETC60--\$(P1)-.S Panel Top Cap 60"W \$(P1):P1 Paint Opts .S:Charcoal Tag: Tag TG: TC60	34.00	102.00



Proposal

Indeco - San Antonio
 805 E. 4th Avenue
 Belton, TX 76513
 Phone: 1-800-692-4256

Order Number	2128
Date	06/09/2021
Customer PO No	
Customer Name	San Antonio ISD
Salesperson	Wayne Goldston
Project Number	
Terms	NET 30
Page	3 of 9

Item	Quantity	Description	Unit Price	Total Price
17	1.00 Each	HON HETP5024FP--\$(AA)-.FACT-25-(P1)-.S Tackable Panel w/o TC 50H x 24W \$(AA):Gr AA Fabric .FACT: Fabric- Factor 25:COLOR- Cascade \$(P1):P1 Paint Opts .S:Charcoal Tag: Tag TG: 24/50	133.00	133.00
18	2.00 Each	HON HETP5048FP--\$(AA)-.FACT-25-(P1)-.S Tackable Panel w/o TC 50H x 48W \$(AA):Gr AA Fabric .FACT: Fabric- Factor 25:COLOR- Cascade \$(P1):P1 Paint Opts .S:Charcoal Tag: Tag TG: 48/50	167.00	334.00
19	5.00 Each	HON HETP6524DP--\$(AA)-.FACT-25-(P1)-.S-.Q TackableTop Tier Glass Panel w/o TC 65H x 24W \$(AA):Gr AA Fabric .FACT: Fabric- Factor 25:COLOR- Cascade \$(P1):P1 Paint Opts .S:Charcoal .Q:Glass- Clear Tag: Tag TG: 24/65	216.00	1,080.00
20	5.00 Each	HON HETP6524FP--\$(AA)-.FACT-25-(P1)-.S Tackable Panel w/o TC 65H x 24W \$(AA):Gr AA Fabric .FACT: Fabric- Factor 25:COLOR- Cascade \$(P1):P1 Paint Opts .S:Charcoal Tag: Tag TG: 24/65	141.00	705.00
21	6.00 Each	HON HETP6548DP--\$(AA)-.FACT-25-(P1)-.S-.Q Tackable Top Tier Glass Panel w/o TC 65H x 48W \$(AA):Gr AA Fabric .FACT: Fabric- Factor 25:COLOR- Cascade \$(P1):P1 Paint Opts .S:Charcoal .Q:Glass- Clear Tag: Tag TG: 48/65	262.00	1,572.00
22	1.00 Each	HON HETP6560DP--\$(AA)-.FACT-25-(P1)-.S-.Q Tackable Top Tier Glass Panel w/o TC 65H x 60W \$(AA):Gr AA Fabric	273.00	273.00



Proposal

Indeco - San Antonio
 805 E. 4th Avenue
 Belton, TX 76513
 Phone: 1-800-692-4256

Order Number	2128
Date	06/09/2021
Customer PO No	
Customer Name	San Antonio ISD
Salesperson	Wayne Goldston
Project Number	
Terms	NET 30
Page	4 of 9

Item #	Quantity	Description	Unit Price	Total Price
		.FACT: Fabric- Factor 25: COLOR- Cascade \$(P1): P1 Paint Opts .S: Charcoal .Q: Glass- Clear Tag: Tag TG: 60/65		
23	2.00 Each	HON HETP6560FP--\$(AA)-.FACT-25-\$(P1)-.S Tackable Panel w/o TC 65H x 60W \$(AA): Gr AA Fabric .FACT: Fabric- Factor 25: COLOR- Cascade \$(P1): P1 Paint Opts .S: Charcoal Tag: Tag TG: 60/65	193.00	386.00
24	2.00 Each	HON HH871260 Electrical Power Harness 60W 3-1 & 2-2 Systems Tag: Tag TG: 60PH	86.00	172.00
25	2.00 Each	HON HH871503--~ Duplex Receptacle Circuit 3 3-1 System Only ~: Undecided PAINT Option	17.00	34.00
26	2.00 Each	HON HH871504--~ Duplex Receptacle Circuit 4 3-1 & 2-2 Systems ~: Undecided PAINT Option	17.00	34.00
27	10.00 Each	HON HHTADF3--.P Three-port Flex Mode faceplate .P: Color- Black	11.00	110.00
28	2.00 Each	HON HSCKTPS--.X Straight Connector Kit .X: No Option Tag: Tag TG: IC	8.00	16.00
29	2.00 Each	HON H10502--\$(L1STD) 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D \$(L1STD): Grd L1 Standard Laminates Tag: Tag TG: BBF	355.00	710.00
30	2.00 Each	HON H10504--\$(L1STD) 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D \$(L1STD): Grd L1 Standard Laminates Tag: Tag TG: FF	355.00	710.00
31	2.00 Each	HON H105535--\$(L1STD) 10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H \$(L1STD): Grd L1 Standard Laminates	427.00	854.00



Proposal

Indeco - San Antonio
805 E. 4th Avenue
Belton, TX 76513
Phone: 1-800-692-4256

Order Number	2128
Date	06/09/2021
Customer PO No	
Customer Name	San Antonio ISD
Salesperson	Wayne Goldston
Project Number	
Terms	NET 30
Page	5 of 9

Item	Quantity	Description	Unit Price	Total Price
		Tag: Tag TG: 13x36x71		
32	2.00 Each	HON H10561--\$(L1STD) 10500 Series Return Shell 29-1/2H x 48W x 24D \$(L1STD):Grd L1 Standard Laminates Tag: Tag TG: 24x48x29	271.00	542.00
33	2.00 Each	HON H10563--\$(L1STD) 10500 Series Lat File 2-Drawer 36W x 20D x \$(L1STD):Grd L1 Standard Laminates Tag: Tag TG: 20x36x29	504.00	1,008.00
34	2.00 Each	HON H10579--\$(L1STD) 10500 Series Desk Shell 66W x 30D x 29-1/2H \$(L1STD):Grd L1 Standard Laminates Tag: Tag TG: 30x66x29	375.00	750.00
35	8.00 Each	HON HLSL3028O--~ 30"D x 28"H O-Leg Support for Wksf (single leg) ~:Undecided PAINT Option Tag: Tag TG: Oleg	184.00	1,472.00
36	17.00 Each	HON HIWMM--.Y1-.A-.H--\$(2)--.BL-.SB-.T Ignition 2 Task Mid-back, ilira back .Y1:Syncho-Tilt W Seat Slider .A:Arm: Height and Width Adj. Arm .H:Hard Caster ~:Undecided BACK Option \$(2):GRADE: II UPHOLSTERY ~:Undecided FABRIC Option .BL:Black Adjustable Lumbar .SB:Base: Standard Base .T:Frame: Black Tag: Tag TG: HN1U	369.00	6,273.00
37	4.00 Each	HON HHAB3S3L--~ Height Base Adjustable - electric 3 Stage, 3 Leg ~:Undecided PAINT Option Tag: Tag TG: HAB	854.00	3,416.00
38	2.00 Each	HON HHAWV724824LP--\$(L1STD)-.A5-.N-.Q 72" x 48" x 24" Corner Cove Worksurface - Left \$(L1STD):Grd L1 Standard Laminates .A5:LAM- Sheer Mesh .N:EDGE- Mahogany .Q:Grommet- Light Gray Tag: Tag TG: 70/46/23/23	315.00	630.00
39	2.00 Each	HON HHAWV724824LP--\$(L1STD)-.A5-.N-.T1 72" x 48" x 24" Corner Cove Worksurface - Left	315.00	630.00



Proposal

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Page	6 of 9

Item #	Quantity	Description	Unit Price	Total Price
		\$(L1STD):Grd L1 Standard Laminates .A5:LAM- Sheer Mesh .N:EDGE- Mahogany .T1:Grommet- Platinum Tag: Tag TG: 70/46/23/23		
40	2.00 Each	HON HHAW724824RP--\$(L1STD)-.A5-.N-.Q 72" x 48" x 24" Corner Cove Worksurface - Right \$(L1STD):Grd L1 Standard Laminates .A5:LAM- Sheer Mesh .N:EDGE- Mahogany .Q:Grommet- Light Gray Tag: Tag TG: 70/46/23/23	315.00	630.00
41	2.00 Each	HON HHAW724824RP--\$(L1STD)-.A5-.N-.T1 72" x 48" x 24" Corner Cove Worksurface - Right \$(L1STD):Grd L1 Standard Laminates .A5:LAM- Sheer Mesh .N:EDGE- Mahogany .T1:Grommet- Platinum Tag: Tag TG: 70/46/23/23	315.00	630.00
42	4.00 Each	HON HHAW724830LP----- 72" x 48" x 30" Corner Cove Worksurface - Left ~:Undecided LAMINATE Option ~:Undecided EDGE Option ~:Undecided GROMMET Option Tag: Tag TG: 72x48x30	334.00	1,336.00
43	4.00 Each	HON HHAW724830RP----- 72" x 48" x 30" Corner Cove Worksurface - Right ~:Undecided LAMINATE Option ~:Undecided EDGE Option ~:Undecided GROMMET Option Tag: Tag TG: 72x48x30	334.00	1,336.00
44	2.00 Each	HON HREC3S3LTF--\$(P1)-.P71-.X-.MEM 3 Stage 3 Leg Rectangle T Foot \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: HREC3S3LTF-T	779.00	1,558.00
45	2.00 Each	HON HREC3S3LTF--\$(P1)---X-- 3 Stage 3 Leg Rectangle T Foot \$(P1):P1 Paint Opts ~:Undecided PAINT Option .X:Standard Glide ~:Undecided KEYPAD Option Tag: Tag TG: HREC3S3LTF-T	793.00	1,586.00



Proposal

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Customer Name	San Antonio ISD
Salesperson	Wayne Goldston
Project Number	
Terms	NET 30
Page	7 of 9

Item	Qty	Description	Unit Price	Total Price
46	4.00 Each	HON HREC3S3LTF--\$(P1)--X-- 3 Stage 3 Leg Rectangle T Foot \$(P1):P1 Paint Opts ~:Undecided PAINT Option X:Standard Glide ~:Undecided KEYPAD Option Tag: Tag TG: HREC3S3LTF-T	779.00	3,116.00
47	1.00 Each	HON HTLA4896--.G-.N-\$(L1STD) Preside 96W x 48D Racetrack Shaped Laminate Top .G:2MM/Flat .N:No Grommets \$(L1STD):Grd L1 Standard Laminates Tag: Tag TG: 48x96	436.00	436.00
48	1.00 Each	HON HTLR96--\$(L1STD) Preside Laminate Cylinder Base For 96" W Table Tops \$(L1STD):Grd L1 Standard Laminates Tag: Tag TG: HTLR96	758.00	758.00
49	4.00 Each	HON HLSLR3054--~-.G Voi 30"D x 54" W Rectangle Worksurface ~:Undecided LAMINATE Option .G:Grommets Tag: Tag TG: 30x54	188.00	752.00
50	3.00 Each	HON HLSLW1224L--\$(L1STD)-.N-\$(L1STD)-.N-.T1 Voi 12W x 24D x 50H Side Access Storage Tower - Left \$(L1STD):Grd L1 Standard Laminates .N:LAM- Mahogany \$(L1STD):Grd L1 Standard Laminates .N:LAM- Mahogany .T1:Clr- Platinum Tag: Tag TG: 12x24	703.00	2,109.00
51	2.00 Each	HON HLSLW1224R--\$(L1STD)-.N-\$(L1STD)-.N-.T1 Voi 12Wx24Dx50H Side Access Storage Tower - Right \$(L1STD):Grd L1 Standard Laminates .N:LAM- Mahogany \$(L1STD):Grd L1 Standard Laminates .N:LAM- Mahogany .T1:Clr- Platinum Tag: Tag TG: 12x24	703.00	1,406.00
52	2.00 Each	HON HLSLW446LP--\$(L1STD)-\$(L1STD)-.PR6 24Dx24Wx65H Personal Storage Tower (LH) \$(L1STD):Grd L1 Standard Laminates \$(L1STD):Grd L1 Standard Laminates .PR6:Pull Type- Silver Tag: Tag TG: 24x24x65H PST	1,358.00	2,716.00



Proposal

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Customer Name	San Antonio ISD
Salesperson	Wayne Goldston
Project Number	
Terms	NET 30
Page	8 of 9

Item	Qty	Description	Unit Price	Total Price
53	2.00 Each	HON HLSLW446RP--\$(L1STD)-\$(L1STD)-.PR6 24Dx24Wx65H Personal Storage Tower (RH) \$(L1STD):Grd L1 Standard Laminates \$(L1STD):Grd L1 Standard Laminates .PR6:Pull Type- Silver Tag: Tag TG: 24x24x65H PST	1,358.00	2,716.00
54	4.00 Each	HON HUVDSHAB7213--.DGY4-.PR6 Above/Below Screen 72x32 - 13"H above .DGY4:Dark Grey .PR6:Silver Tag: Tag TG: ABS	433.00	1,732.00
55	1.00 Each	NATIONAL OFFICE FURNITURE N93GB2 FRINGE, GANGING CONNECTOR BRACKET, SET OF 2	41.00	41.00
56	1.00 Each	NATIONAL OFFICE FURNITURE N93H2MX--2-20408-2-22135-2-22135-2-22135-2-22135-X-~ FRINGE, HIGH BACK, 2 SEAT, ARMLESS, CONTRAST 2:GRADE 2 20408:ORBIT ASTEROID 2:GRADE 2 22135:SEDONA BRICK RED 2:GRADE 2 22135:SEDONA BRICK RED 2:GRADE 2 22135:SEDONA BRICK RED 2:GRADE 2 22135:SEDONA BRICK RED X:NO FRONT SEAT GROMMET ~:Undefined ~:Undefined	2,046.00	2,046.00
57	1.00 Each	NATIONAL OFFICE FURNITURE N93H3MX--2-20408-2-22135-2-22135-2-22135-2-22135-X-501-STD FRINGE, HIGH BACK, 3 SEAT, ARMLESS, CONTRAST 2:GRADE 2 20408:ORBIT ASTEROID 2:GRADE 2 22135:SEDONA BRICK RED 2:GRADE 2 22135:SEDONA BRICK RED 2:GRADE 2 22135:SEDONA BRICK RED 2:GRADE 2 22135:SEDONA BRICK RED X:NO FRONT SEAT GROMMET 501:METAL LEG, PLATINUM METALLIC STD:STANDARD GLIDE	2,796.00	2,796.00
58	30.00 Each	SITONIT 94XS.US--~FG2-BOBBY-ANCHOR-SC1-C13-AC Relay, Nester Chair, Silver Frame, Uph Seat, Armless	234.00	7,020.00



Proposal

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Order Number	2128
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Customer Name	San Antonio ISD
Salesperson	Wayne Goldston
Project Number	
Terms	NET 30
Page	9 of 9

~:No Selection
FG2:Fabric Grade 2
BOBBY:Bobby Standard Color Selection
ANCHOR:Bobby Anchor
SC1:Black
C13:Std Carpet Casters
AC:Fully Assembled in a Carton

Order Sub-Total : \$65,135.00
TOTAL ORDER : \$65,135.00

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Request ratification for the purchase of Lego Education SPIKE Prime Set (Grade 6-8) & BricQ Motion Essential Set (Grade K-5). SPIKE & BricQ provides students in K-8 hands-on STEAM solutions with standards aligned and adaptable curriculum/lessons.

2. How will goods and/or services be used? (List Campus/Grades impacted): SPIKE & BricQ will be used for STEAM instruction during the July 19, 2021 intersession. Students participating in SAISD intersessions will be engaged in STEAM lessons about force, motion, mechanisms, and computer science while using the SPIKE and BricQ sets.

3. Submitted by: Becky Landa Educational Technology & Extended Learning 05/25/2021
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Lego Education
Address: 501 Boylston St.
City/State/Zip: Boston, MA 02116
Phone No: 214-505-1564
Point of Contact: Jeff Coe
E-mail Address: jeff.coe@lego.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 # 84-18
 Professional Services
 Sole Source Contract Expiration Date: 03/31/2023
 Other

6. Purchase valid from: 06/22/2021 through: 06/30/2021

7. For Competitive Purchases Only: Renewals: Yes _____ No X
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. Total Cost for Goods and/or Services to be Purchased: \$ 92,328.50
Approximately

10. Funding Source(s) – check all that apply: Federal X State _____ Local _____ Bond _____

Provide Budget Codes & Descriptions: _____
211 11 6399 00 699 1 30 876

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 (Director, Employee Benefits signs below)	\$ 0

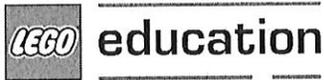
<u>Becky Landa</u>	Becky Landa	6/9/2021
Requestor Signature	Type Name	Date
_____	_____	_____
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____	_____	_____
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<u>Patti Salzman</u>	Patti Salzman	6/9/2021
Deputy Superintendent Signature	Type Name	Date
_____	_____	_____
<u>Edward Romero</u>	Edward M. Romero	6/9/2021
Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Willie J. Burroughs</u>	Willie Burroughs	6/11/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
_____	_____	_____
<u>Larry D Garza</u>	Larry Garza	6/14/2021
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date
_____	_____	_____
<u>K</u>	Dr. Kenneth Thompson	6/9/2021
Chief Technology Officer, Technology & MIS Signature	Type Name	Date
_____	_____	_____
<u>Mohammed A. Choudhury</u>	Mohammed A. Choudhury	_____
Chief Strategy, Talent, & Innovation Officer Signature	Type Name	Date
_____	_____	_____
<u>Kedrick Wright</u>	Kedrick Wright	_____
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
_____	_____	_____
<u>Lorena Rios</u>	Lorena Rios	_____
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: April 8, 2021

Reviewed By: RC



SALES QUOTATION

May 27, 2021

Quoted To:

Kat Sauter
ksauter1@saisd.net

Sold To:

Customer Number: 202076
SAN ANTONIO ISD
141 LAVACA ST
SAN ANTONIO, TX 78210-1099

Quotation ID: QUO-53645-T2K4V2 / 7

Sales Person: Jeffrey Coe

E-mail: jeff.coe@LEGO.com

Phone: +1 2145051564

Ship-To:

SAN ANTONIO ISD
141 LAVACA ST
SAN ANTONIO, TX 78210-1099

This purchase is in accordance with North East ISD Bid # 84-18

As such, all terms and conditions are superseded by NEISD Bid #84-18

Bid Expires 10/31/2022

Item No.	Description	QTY	Price	Total
45678	LEGO® Education SPIKE™ Prime Set	189	\$339.95	\$64,250.55
				
45401	LEGO® Education BricQ Motion Essential S	241	\$99.95	\$24,087.95
				
2000560	Product Training	1	\$2,995.00	\$2,995.00
2000471	LEGO® Education BricQ Motion Essential Personal Learning Kit	100	\$9.95	\$995.00
			Net Amount:	\$92,328.50
			Shipping & Handling:	\$0.00
			Tax:	\$0.00
			Total:	\$92,328.50

LEGO Education
501 Boylston Street
Suite 4103
Boston, MA 02116

(P) 800-362-4308
(F) 888-534-6784
(E) Orders@legoeducation.us

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: workers' compensation Third Party Claims Administration (TPA) and Related Support Services

2. How will goods and/or services be used? (List Campus/Grades impacted): Contract for Third-Party Administrator services for Workers' Compensation claims with Claims Administrative Services CAS will facilitate the administration of the Districts self-insured workers' compensation claims.

3. Submitted by: Matthew Nielsen Employee Benefits, Risk Management, 06/09/2021
and Safety
Printed Name Department Date

4. Recommended Vendor(s): Company Name: CAS - Claims Administrative Services
Address: P.O. Box 7500
City/State/Zip: Tyler, Texas 75711
Phone No: (903) 509-8484
Point of Contact: Dan Campbell
E-mail Address: Dan.Campbell@cas-services.com
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 21-029(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: 08/31/2024
 Other

6. Purchase valid from: 09/01/2021 through: 08/31/2024

7. For Competitive Purchases Only: Renewals: Yes No _____
No. of Renewals: Two one-year renewal

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 263,000.00 Annually
Approximately

10. Funding Source(s) – check all that apply: Federal _____ State _____ Local Bond _____
Provide Budget Codes & Descriptions: _____
753-98-6299-16-735-2-99-000 – WC
Claims/administrative

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>Matthew Nielsen</u>	Matthew Nielsen	6/11/2021
Requestor Signature	Type Name	Date
<u>Lorena Rios</u>	Lorena Rios	6/11/2021
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____ Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
_____ Deputy Superintendent Signature	Type Name	Date
<u>Edward Romero</u>	Edward M. Romero	6/17/2021
Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Willie J. Burroughs</u>	Willie Burroughs	6/17/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
<u>Larry D. Garza</u>	Larry Garza	6/23/2021
Associate Superintendent, Financial Svcs. & Bus. Operations Signature	Type Name	Date
_____ Chief Technology Officer, Technology & MIS Signature	Dr. Kenneth Thompson Type Name	Date
<u>Mohammed Choudhury</u>	Mohammed A. Choudhury	6/11/2021
Chief Strategy, Talent, & Innovation Officer Signature	Type Name	Date
_____ Deputy Chief Operations Officer, Construction Services Signature	Kedrick Wright Type Name	Date
_____ Director, Employee Benefits, Risk Management & Safety Signature	Lorena Rios Type Name	Date

Revised: April 8, 2021

Reviewed By: RC



21-029 (VC) - Workers' Compensation Third Party Claims Administration (TPA) and Related Support Services
 This contract shall be valid for three (3) years from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods.

Supplier	1.Purchase Price / 20 pts	2.Reputation of the Vendor and of the Vendor's Goods or Services / 15 pts	3.Quality of the Vendor's Goods or Services / 15 pts	4.Extent to which the Goods or Services Meet the District's Needs / 20 pts	5.Vendor's Past Relationship with the District / 5 pts	6.References (Past Performance Questionnaires-PPQs) / 5 pts	7.Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB) / 6 pts	8.The total long term cost to the district to acquire the vendors goods or services / 5 pts	9.Any other relevant factor specifically listed in the request for bids or proposals / 9 pts
Total									
CAS-Claims Administrative Services	20 (\$1,295,000.00)	13.2	12.2	17	5	5	0	5	5

Eliminated Submissions

Supplier	1.Purchase Price / 20 pts	2.Reputation of the Vendor and of the Vendor's Goods or Services / 15 pts	3.Quality of the Vendor's Goods or Services / 15 pts	4.Extent to which the Goods or Services Meet the District's Needs / 20 pts	5.Vendor's Past Relationship with the District / 5 pts	6.References (Past Performance Questionnaires-PPQs) / 5 pts	7.Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB) / 6 pts	8.The total long term cost to the district to acquire the vendors goods or services / 5 pts	9.Any other relevant factor specifically listed in the request for bids or proposals / 9 pts
174									
PMA Management Athens Administrators	20 (\$1,909,090.00)	12.2	11	16.8	5	5	0	3	3
AS&G Claims Administration	12.86 (\$2,969,004.00)	12.2	13	17	5	5	0	3	7
CCMSI	11.38 (\$3,354,323.00)	13.8	13	17.2	5	5	0	1	4
Innovative Claims Strategies LLC	15.02 (\$2,541,791.00)	10.6	10	15	5	5	0	1	3
Medicus Rx Pharmacy Inc. dba MedicusRx	0 (\$9,999,999,999.99)	0	0	0	5	0	6	0	0

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: stakeholder Notification & Communication Tools, a fully hosted districtwide notification system that will allow the District to deliver a broad range of messages through voice, SMS text and email.

2. How will goods and/or services be used? (List Campus/Grades impacted): system will be for all campuses and all grade levels. Authorized school and District administrators will access the service through standard web browsers, mobile apps, and/or touchtone telephones to send notifications to parent and staff groups.

3. Submitted by: Elsa Pennell Office of Family & Community Engagement 06/10/2021
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Intrado Interactive Services Corporation
Address: 1027 South Main St., Ste. 503
City/State/Zip: Joplin, MO 64801
Phone No: 1-888-527-5225
Point of Contact: Vikram V. Krishnan
E-mail Address: vik.krishnan@intrado.com
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: 21-026(RC)
 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: 08/31/2023
 Other

6. Purchase valid from: 09/01/2021 through: 08/31/2023

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: 3 1-yr renewals

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 61,250.00 YR
Approximately

10. Funding Source(s) – check all that apply: Federal State Local Bond

Provide Budget Codes & Descriptions: _____
199-53-6399-65-950-299-083 COM-PENS
Subject to availability of funding for the 2021-2022 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>Elsa Pennell</u>	Elsa Pennell	6/18/2021
Requestor Signature	Type Name	Date
_____	_____	_____
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____	_____	_____
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<u>Patricia Salzman</u>	Patricia Salzman	6/22/2021
Deputy Superintendent Signature	Type Name	Date
_____	_____	_____
Director of Operations, Business Services Signature	Type Name	Date
<u>Edward Romero</u>	Edward M. Romero	6/23/2021
_____	_____	_____

COORDINATION CONDUCTED WITH (if required):

<u>Willie J. Burroughs</u>	Willie Burroughs	6/24/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
_____	_____	_____
Associate Superintendent, Financial Svcs. & Bus. Operations Signature	Type Name	Date
<u>Larry Garza</u>	Larry Garza	06 28 2021
_____	_____	_____
Chief Technology Officer, Technology & MIS Signature	Type Name	Date
<u>K</u>	Dr. Kenneth Thompson	6/22/2021
_____	_____	_____
Chief Strategy, Talent, & Innovation Officer Signature	Type Name	Date
_____	_____	_____
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
_____	_____	_____
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date
_____	_____	_____

Revised: April 8, 2021

Reviewed By: RC



21-026(RC) - Stakeholder Notification and Communication Tools
Scoring Summary

Active Submissions

	1. Purchase Price / 25 pts	2. Reputation of the Vendor and of the Vendor's Goods or Services / 10 pts	3. Quality of the Vendor's Goods or Services / 10 pts	4. Extent to which the Goods or Services Meet the District's Needs / 15 pts	5. Vendor's Past Relationship with the District / 10 pts	6. References (Past Performance Questionnaire-PPQs) / 5 pts	7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB) / 5 pts	8. The Total Long-Term cost to the District to Acquire the Vendor's Goods or Services / 10 pts	9. Any other relevant factor specifically listed in the request for bids or proposals / 9 pts
Total									
Supplier									
Intrado Interactive Services Corporation	25	10	10	15	10	5	0	10	3
ParentSquare	18	10	10	12	4	0	0	8	3
Applegy	14	10	10	10	4	3	0	8	1

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 |

<u>Edward Romero</u>	Edward Romero	6/3/2021
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

<hr/>	<hr/>	<hr/>
Deputy Superintendent Signature	Type Name	Date

<u>Edward Romero</u>	Edward M. Romero	6/4/2021
Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Willie J. Burroughs</u>	Willie Burroughs	6/4/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<u>Larry A. Garza</u>	Larry Garza	6/4/2021
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

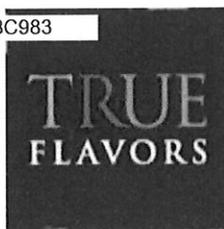
<hr/>	<u>Mohammed A. Choudhury</u>	<hr/>
Chief Strategy, Talent, & Innovation Officer Signature	Type Name	Date

<hr/>	<u>Kedrick Wright</u>	<hr/>
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date

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

Revised: April 8, 2021

Reviewed By: RC



Dear SAISD Selection Committee,

April 5, 2021

First and foremost, thank you for the opportunity to provide our best and final offer. We have been very grateful for the opportunity to bid on this project. As many of you are aware, the current pandemic has had a catastrophic effect on many industries throughout the country, including the food and hospitality industry. However, through this all we have continued to work closely with our catering and corporate dining partners to provide the freshest and most culinary driven meals that our customers have come to expect from us. No matter the situation, we pride ourselves on going above and beyond for our clients. Even in unexpected times such as the most recent snowstorms. We were proud to be able to provide emergency meals to our corporate partners for their essential workers that affected not only our city but our entire state. When many chose to close their doors due to the severe weather conditions, we chose to find a way to provide hot and healthy meals for our partners at San Antonio Water System, to ensure the employees working day and night in the headquarters had three meals a day available to them. Where there is a will, there is a way and we made sure to do our best for our partners.

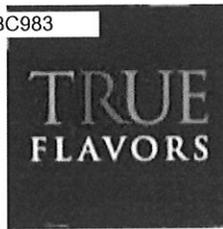
At True Flavors, we believe that aside from providing delicious food, getting to know our clients, and providing exceptional continued customer service allows for them to be able to count on us, and that is key. Therefore, we are excited about the possible partnership with San Antonio Independent School District. Providing chef-driven foods prepared with the freshest and highest quality ingredients has become our tradition and we are excited to share that with not only SAISD team members but also its students. We would be grateful at the opportunity to work closely with the students to begin creating firm foundations for those interested in the food and hospitality industry. Teaching the students to not only work on back of the house skills but also front of the house skills that sometimes is not the focus of many students these days. Over the years, True Flavors has focused more and more on the importance of education and mentoring in our industry and this partnership with SAISD would allow us to continue to expand the evermore importance of the skills we have grown to love.

Below, you will find our final management fee and details. However, please note the terms to our agreement are negotiable due to the pandemic circumstances and we would be happy to further discuss as needed.

We hope that you will consider our passion, and years of experience in the industry when making your final selection for this amazing opportunity and we thank you all for your time.

Sincerely,

Mark Hernandez



1. Our management fee is \$10,833.00 paid monthly.
2. Below you will see our incentives list with vendor costs.

Incentives	Description	Proposer's Cost	SAISD Cost	Time/Amount
Usage of True Flavor's Facility Casa Hernan	A one (1) time annual (within the calendar year) use of our venue space Casa Hernan for one (1) Executive level retreat/event for up to 100 individuals at no charge to SAISD	\$1,800.00 (Rental Cost to the public)	\$0	Annual one-time usage for 8 hours for the duration of contract with SAISD
Cooking Class for SAISD Staff	A one (1) time annual cooking class (within the calendar year) for SAISD administrative employees hosted by Chef Johnny Hernandez at the SAISD Administration Building	\$1,000.00 (Speaking engagement fee)	\$0	Annual one-time class for 4 hours for the duration of contract with SAISD
Mentorship Program for Culinary Students	A minimum of two (2) students per school year will be mentored from the SAISD Culinary Arts Program; Selected Students must meet the established qualifications set by SAISD & True Flavors, LLC	\$1,000.00	Estimated Cost to transport student to event	On-going each year for a minimum of 2 students per school year for the duration of contract with SAISD
Mentorship Program for Business Students	A minimum of two (2) students per school year will be mentored from an SAISD Business Program/Entrepreneurship Program; Selected Students must meet the established qualifications set by SAISD & True Flavors, LLC	\$1000.00	Estimated Cost to transport student to event	On-going each year for a minimum of 2 students per school year for the duration of contract with SAISD



Internship Program for Culinary Students	A minimum of one (1) student for Summer internship; Selected Student must meet the established qualifications set by True Flavors, LLC	\$5,000.00	\$0	On-going each year for a minimum of 1 student for summer internship for the duration of contract with SAISD
Internship Program for Business Students	A minimum of one (1) student for Summer internship; Selected Student must meet the established qualifications set by True Flavors, LLC	\$5,000.00	\$0	On-going each year for a minimum of 1 student for summer internship for duration of contract with SAISD
Culinary Guest Lectures	A minimum of one (1) guest lecture for culinary students in SAISD program during each school year	\$500.00	Estimated Cost to transport student to event at SAISD Admin Building	Annual one-time guest lecture for up to 2 hours for duration of contract with SAISD
Business Guest Lectures	A minimum of one (1) guest lecture for business students in SAISD program during each school year	\$500.00	Estimated Cost to transport student to event at SAISD Admin Building	Annual one-time guest lecture for up to 2 hours for duration of contract with SAISD
Scholarship for Business Student	Establishment of (1) annual scholarship for student from SAISD; Selected Students must meet the established qualifications set by SAISD & True Flavors, LLC	\$500.00	\$0	On-going each year for the duration of contract with SAISD



Scholarship for Culinary Student	Establishment of (1) annual scholarship for student from SAISD; Selected Students must meet the established qualifications set by SAISD & True Flavors, LLC	\$500.00	\$0	On-going each year for the duration of contract with SAISD
Collaboration with Business Program or Entrepreneurship Program to allow students to learn on-site information about our small business	Envision working on a project with students that directly impacts True Flavors, LLC to provide and allow them to make a presentation for solutions	\$5,000.00	Estimated Cost to transport student to event at SAISD Admin Building	On-going each year for the duration of contract with SAISD
Partnership with St. Philip's College for Culinary Arts Students	Coordination with SAISD and St. Philip's Culinary Arts Program to establish program for course credit for students or assistance towards obtaining certifications for culinary arts	\$5,000.00	Estimated Cost to transport student to event at SAISD Admin Building	On-going each school year for the duration of contract with SAISD
Creation of SAISD Culinary Council	Creation of Culinary Council is to engage SAISD employees to discuss food and vending needs and implement changes	\$500.00	\$0	On-going monthly meeting for the duration of contract with SAISD
Collaborations with Culinary Arts students to assist other SAISD initiatives and	We envision offering our food truck and partnership with SAISD culinary students to prepare food for other SAISD campus events to provide	\$1,000.00	Estimated Cost to transport student to event at SAISD	On-going each school year for the duration of the contract with SAISD



support campus fundraisers	opportunities for students to learn. We hope to be able to set-up and assist at SAISD fundraisers and establish a collaboration to help elementary and middle school campuses.		Admin Building	
Collaboration with Kitchen Campus and Annual Paella Event	We want to utilize student from SAISD to learn about our non-profit fundraiser and participate in the event.	\$100.00	Estimated Cost to transport student to event at SAISD Admin Building	Annual Event; on-going collaboration for the duration of the contract with SAISD
Discount to SAISD Employees who eat in Dining Facility	We are offering a 5% discount to employees	\$0	\$0	Discount provided each time SAISD employee shows ID at facility for the duration of the contract
Monthly Free Meal Give-Away	We will offer a weekly drawing for a selected individual to receive a meal	\$3,500.00 5 year contract	\$0	Monthly giveaway for the duration of the contract

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: qualtrics, an electronic data collection tool, simplifies gathering feedback from key stakeholders. It features advanced text and voice analytics, customizable reports, and interactive reporting dashboards.

2. How will goods and/or services be used? (List Campus/Grades impacted): Used throughout the District to collect feedback from students, parents, staff, and community members; track student and staff participation in District-sponsored activities; COVID response; Instructional Calendar, and other District initiatives.

Theresa Urrabazo Research & Evaluation 06/08/2021

3. Submitted by: Theresa Urrabazo Department: Research & Evaluation Date: 06/08/2021

4. Recommended Vendor(s): Company Name: Qualtrics LLC Address: 333 W. River Park Dr. City/State/Zip: Provo, UT 84604 Phone No: 361-947-0075 Point of Contact: Ryan Mortensen E-mail Address: rmortensen@qualtrics-customersuccess.com (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, X Sole Source, Other. Contract #: Contract Name / Contract #: Contract #: Contract Expiration Date: 07/19/2022

6. Purchase valid from: 07/20/2021 through: 07/19/2022

7. For Competitive Purchases Only: Renewals: Yes No X No. of Renewals:

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 50,000.00 Approximately

10. Funding Source(s) - check all that apply: Federal State Local X Bond

Provide Budget Codes & Descriptions: 199-53-6399-65-945-2-99-000 "Contingent upon the approval of the 2021-2022 school year budget".

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>Theresa Urrabazo</u>	Theresa Urrabazo	6/10/2021
Requestor Signature	Type Name	Date
<u>K. Thompson</u>	Kenneth J. Thompson	6/11/2021
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____ Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
_____ Deputy Superintendent Signature	Type Name	Date
<u>Edward Romero</u>	Edward M. Romero	6/17/2021
Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Willie J. Burroughs</u>	Willie Burroughs	6/17/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
<u>Larry D. Garza</u>	Larry Garza	6/21/2021
Associate Superintendent, Financial Svcs. & Bus. Operations Signature	Type Name	Date
_____ Chief Technology Officer, Technology & MIS Signature	Dr. Kenneth Thompson Type Name	Date
_____ Chief Strategy, Talent, & Innovation Officer Signature	Mohammed A. Choudhury Type Name	Date
_____ Deputy Chief Operations Officer, Construction Services Signature	Kedrick Wright Type Name	Date
_____ Director, Employee Benefits, Risk Management & Safety Signature	Lorena Rios Type Name	Date

Revised: April 8, 2021

Reviewed By: RC



BILL TO

San Antonio ISD
141 Lavaca St
San Antonio TX 78210

**QUALTRICS, LLO
DE**

(801) 709-2160
ar@qualtrics.com
Tax ID: 45-4964116

QUOTE

#118612

Date 4/30/2021

Net 30

Start Date 6/30/2021

End Date 6/29/2022

DESCRIPTIONS

Customer Experience

- Vocalize Solution Survey Completes: 250000
- Number of Viewers: 3500
- Number of Administration Users: 8
- Role-based Dashboard
- SSO
- Topic Analysis
- API
- Case Management

CoreXM

- API Feature
- Single-Sign-On (SSO) Feature

Please note: 'CoreXM' – formerly known as 'Research Core' (RC) – was recently re-branded. Please direct any questions about this change to your Qualtrics representative.

Research Suite License
Responses: 199,000
Included Themes: 1
Included Users: 8

SUBTOTAL USD \$754,560.00

DISCOUNT USD \$-704,560.00

CONTRACT TOTAL USD \$50,000.00

TOTAL USD \$50,000.00



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
REQUEST FOR SOLE SOURCE AFFIDAVIT**

**AFFIDAVIT VALID
FOR ONE YEAR
ONLY.**

For a claim of sole source, the requesting vendor must provide the information below and affirm by signature, that the item being offered meets the requirements of the law. For questions or clarification of the sole source process, call Procurement Services at 210-354-9060. San Antonio Independent School District Procurement Services shall be the sole determinant as to applicability and approval of an application and the item(s) offered. The document must be notarized to be considered. By acceptance and approval of a vendor's sole source affidavit, the District does not guarantee nor create a promise that the District will purchase the product during the approval period.

Affidavit expires on the one-year anniversary date from *Subscribed and Sworn* date noted below.

Vendor Justification and Affirmation

Sole Source Vendor Contact Information

Company	Qualtrics, LLC	Contact Person	Ryan Mortensen
Address	333 W River Park Drive	Phone	801-903-8426
City	Provo	State	UT
		Zip Code	84604
		Fax #	
Email	support@qualtrics.com	Web Site	qualtrics.com

The items described below meet the sole source criteria:

Research and insights technology platform protected by 63 granted patents and 43 pending patents.

Check the appropriate box – failure to check one will disqualify the application:

- An item for which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part of component for equipment

I have carefully reviewed the Texas Education Code, Section 44.031 and hereby certify that our company meets and complies with Section (j) of the aforementioned code for the sale of the item(s) described above.

By signature below, I, an authorized representative of the company listed above, affirm that there is/are no other like item(s) available for purchase that would serve the same purpose or function, and there is only one source for the above named item(s) due to exclusive distribution or marketing rights. I also understand that by falsifying the claim of sole source will remove my company from the San Antonio ISD vendors list for a period not to exceed three (3) years. We further certify that pricing offered to the San Antonio ISD is the lowest pricing available to similar

Trevor McDougal

 Trevor McDougal
 Authorized Signature Edward Romero Qualtrics Counsel Title 6/8/2021 Date

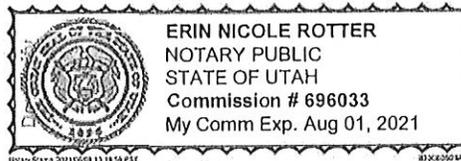
Notary Public Requirement

SUBSCRIBED AND SWORN to before me on this 31 day of _____, 2022.
 Notary Public, State of UT, County of Utah Date Commission Expires August 1, 2021

Erin Rotter

 Erin Rotter
 Notary Public Signature

Erin Rotter
 Notary Printed Name



FOR SCHOOL DISTRICT USE ONLY	I have researched the product being purchased and concur that this is a Sole Source Vendor
	Signature above. <u>Edward Romero</u> 6/9/2021
Signature of Secretary/Bookkeeper	Signature of Administrator/Principal/Supervisor
Date	Date

7F84CD29-B3D5-4868-B8B0-6C68D5A88A6A --- 2021/06/08 13:12:21 -05:00 --- Remote Notary

