



**BOARD BUSINESS MEETING A**

**Monday, January 10, 2022**  
**5:30 PM**  
**Board Room**  
**514 W. Quincy Street**  
**San Antonio, TX 78212**

**AGENDA**

<b>1. Call to Order</b>	
A. Meeting Called to Order	
1. Roll Call of Board Members Present and Declaration of Quorum	
Present _____ Absent _____	
a. Mrs. Christina Martinez	
b. Ms. Alicia Sebastian	
c. Mr. Arthur Valdez	
d. Mr. Ed Garza	
e. Ms. Leticia Ozuna	
f. Mrs. Patti Radle	
g. Mrs. Sarah Sorensen	
2. Recording of Interim Superintendent Present	
a. Dr. Robert Jaklich	
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	
<b>2. Recognitions</b>	
A. Recognition of Luz Perez, Bus Driver	4
B. Recognition of QuestBridge Scholars	5
<b>3. Governance</b>	
A. Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures	7

**BOARD OF TRUSTEES**

Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

1 Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Dr. Robert Jaklich, Interim Superintendent



B. Overview on House Bill 4545	8
C. Presentation on the Bond Program	9
D. 2020 Census Redistricting Briefing	10
E. Approval of the Resolution in Recognition of the 35th Annual Martin Luther King, Jr. March on January 17, 2022	11
F. Approval of Resolution in Recognition of Career and Technical Education Month in February 2022	13
<b>4. Consent Agenda</b>	
A. Approval of the License Agreement Between Young Men’s Leadership Academy at SAISD and Sunset Station Group, LLC	15
B. Approval of the Memorandum of Understanding (MOU) Between SAISD and UpBring Early Head Start	35
C. Approval of the Memorandum of Understanding Between SAISD and Martinez Street Women’s Center	39
D. Approval of Monthly Budget Reports and Amendments for January 2022	44
<b>5. Closed Session</b>	
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 regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)	
B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.	
<b>6. Adjournment</b>	
A. Adjournment	

**NOTICE:**

- 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.

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Arthur V. Valdez, Secretary  
Ed Garza, Trustee

2 Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Dr. Robert Jaklich, Interim Superintendent



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
BOARD & SUPERINTENDENT SERVICES

514 W. Quincy St.  
San Antonio, TX 78212  
www.saisd.net  
210.554.2297

- 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**



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Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

3 Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Dr. Robert Jaklich, Interim Superintendent

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Recognition of Luz Perez, Bus Driver

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

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

**PRESENTER:** Nathan Graf, Senior Executive Director, Transportation Department

**MEETING DATE:** January 10, 2022

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

The Board is requested to recognize Luz Perez, SAISD Bus Driver, for her quick actions during her route.

On December 17, 2021, Ms. Perez was on her early morning route and noticed a baby in the middle of the street. She immediately stopped her bus and rescued the infant. Ms. Perez returned to her bus to seek assistance. The San Antonio Police Department was contacted and the baby was reunited with her family.

The SAISD Board and Interim Superintendent thanks Luz Perez for her compassion and bravery in rescuing the baby and ensuring safe return to her family.

### **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

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**AGENDA TITLE:** Recognition of QuestBridge Scholars

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

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Liz Ozuna, Executive Director, College Readiness/Postsecondary Initiatives

**MEETING DATE:** January 10, 2022

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

The Board is requested to recognize the following Seniors who have been successfully matched to a top tier college through the National QuestBridge Match program:

- Jason Gonzalez (Travis ECHS) – University of Chicago
- Bella Moreno (Jefferson HS) – Boston University
- Linda Morse (St Philip’s ECHS) – Washington & Lee University
- Lizet Rodriguez (Travis ECHS) – Princeton University
- Destinie Sharp (ALA) – Rice University
- Ruth Villicana (YWLA) – Brown University

These Scholars are admitted early to top tier colleges with full four-year scholarships. QuestBridge’s 42 college partners include top liberal arts colleges such as Amherst, Pomona, and Williams and exceptional research universities such as Columbia, Duke, UChicago, Stanford, and Yale. Typically, QuestBridge Scholars have a GPA of 3.9, are in the top 10% of their class, demonstrate financial need, and are the first in their families to attend college. This number of Scholars equals the number of QuestBridge Scholars in the Class of 2020.

### **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

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

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

**REQUESTED BY:** Dr. Robert Jaklich, Interim Superintendent

**PRESENTER:**        Toni Thompson, Associate Superintendent, Human Resources

**MEETING DATE:** January 10, 2022

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

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

On March 17, 2020, SAISD Trustees approved a resolution giving the Superintendent authority to take reasonable action to address the needs of students and employees during the COVID-19 crisis. Several District administrators will provide updates and highlights of the District’s efforts.

### **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

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**AGENDA TITLE:** Overview on House Bill 4545

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

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**        Patti Salzmann

**MEETING DATE:** January 10, 2022

---

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

The Board will be provided with an overview on House Bill 4545. House Bill 4545 establishes new requirements for accelerated instruction for students who do not pass the State of Texas Assessments of Academic Readiness (STAAR).

**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**

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**AGENDA TITLE:** Presentation on the Bond Program

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

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

**PRESENTER:** Willie T. Burroughs

**MEETING DATE:** January 10, 2022

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

The Board will receive a brief presentation on the status of Bond 2016 and Bond 2020 implementation, including information on projects timeline, budget, construction progress, and anticipated changes or concerns.

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

N/A

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

N/A

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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** 2020 Census Redistricting Briefing

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

**REQUESTED BY:** Dr. Robert Jaklich, Interim Superintendent

**PRESENTER:**        Hillary Lilly, Director of Legislative Affairs

**MEETING DATE:** January 10, 2022

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

The Board will receive a briefing regarding the district's redistricting timeline in response to the 2020 Census data.

**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**

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**AGENDA TITLE:** Approval of the Resolution in Recognition of the 35<sup>th</sup> Annual Martin Luther King, Jr. March on January 17, 2022

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

**REQUESTED BY:** Alicia Sebastian, SAISD Board Vice-President

**PRESENTER:** Alicia Sebastian

**MEETING DATE:** January 10, 2022

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

The Board is requested to approve the resolution in recognition of the 35<sup>th</sup> Annual Martin Luther King, Jr. March on January 17, 2022.

This year marks the 35<sup>th</sup> anniversary of the annual Martin Luther King, Jr. March, which is celebrated as one of the nation's most revered civil rights leaders. The San Antonio community has been known for having the largest March in the nation with an estimated 300,000 attendees who gather to honor the life and legacy of Dr. King. The March will begin at 10:00 a.m. at the MLK Academy located at 3500 MLK Drive. The March will end at the Pittman-Sullivan Park located at 1101 Iowa Street. The MLK Commission is prioritizing the health and safety of the community and visitors while continuing to honor and celebrate Dr. King. This year's theme is "Free to Be". This March is sponsored by the City of San Antonio. SAISD students, families, staff and community members are invited to participate in this year's March and activities.

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

Resolved that the Board approve the attached resolution in recognition of the 35<sup>th</sup> Annual Martin Luther King, Jr. March on January 17, 2022.

**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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***Resolution in Recognition of the  
Annual Martin Luther King, Jr. March***

***Whereas***, in 2022 the San Antonio MLK Commission marks the 35<sup>th</sup> celebration of the Martin Luther King, Jr. March in San Antonio;

***Whereas***, millions of individuals have been inspired by the life and work of Dr. Martin Luther King, Jr.;

***Whereas***, in the brief time that Dr. Martin Luther King, Jr. walked upon this earth, he devoted his life to strengthening the content of the American character and called on our Nation to live up to its founding principles of life, liberty, and the pursuit of happiness for all its citizens;

***Whereas***, through his determination, spirit, and resolve, Dr. Martin Luther King, Jr. helped lift souls and lead one of the greatest movements for equality and freedom in history;

***Whereas***, the San Antonio Independent School District wishes to honor the lasting legacy of this great American, remember the ideals for which he fought, and recommit ourselves to ensuring that our country's promise extends to all Americans across this great land;

***Whereas***, the San Antonio Independent School District encourages everyone to continue to celebrate the memory of Dr. Martin Luther King, Jr. by performing acts of kindness through service to others and by reflecting on how we can all keep his dream alive especially in a time of racial division across our country; and

***Now, Therefore, Be it Resolved*** that we, the Board of Trustees of the San Antonio Independent School District recognize Dr. Martin Luther King, Jr. and proudly supports the 35<sup>th</sup> Annual Martin Luther King, Jr. March on January 17, 2022.

Adopted January 10, 2022  
by the San Antonio Independent School District Board of Education  
San Antonio, Texas

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Christina Martinez, President

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Art Valdez, Secretary

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of Resolution in Recognition of Career and Technical Education Month in February 2022**

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

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**        Johnny Vahalik, Assistant Superintendent for CCMR  
                         Christina Mank-Allen, Director, Career and Technical Education

**MEETING DATE:** January 10, 2022

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

The Board is requested to approve the resolution in recognition of Career and Technical Education Month in February 2022 in SAISD.

The Association for Career and Technical Education strives to empower educators to deliver high quality CTE programs that ensure all students are positioned for career success. CTE Month is a public awareness campaign that takes place each February to celebrate the value of CTE and the achievements and accomplishments of CTE programs across the country. The Board will also be provided with an overview of the CTE programs during the meeting.

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

Resolved that the Board approves the attached Resolution in recognition of Career and Technical Education Month in February in SAISD.

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

N/A

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

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**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT RESOLUTION TO DECLARE  
FEBRUARY 2022 AS THE “CAREER AND TECHNICAL EDUCATION MONTH”**

**WHEREAS**, February 2022 is declared as the “Career and Technical Education Month” to recognize the value of Career and Technical Education;

**WHEREAS**, the San Antonio Independent School District believes Career and Technical Education is committed to preparing our students for an ever-changing world, by providing rigorous instruction aligned with the demands and expectations of industry needs and local workforce;

**WHEREAS**, career and technical education directly prepares students for high-wage, high-demand careers covering many different fields, including health care, information technology, advanced manufacturing, hospitality and management and many more;

**WHEREAS**, career and technical education offers opportunities for student leadership experiences supporting personal and professional growth, opportunities to apply academic knowledge and skills in meaningful contexts through partnerships with business, industry, and community;

**WHEREAS**, the comprehensive, innovative approach of career and technical education prepares students as global citizens for a lifetime of career and education choices to include SAISD students earning over 1300 industry based certifications in 2020-2021;

**NOW, BE IT FURTHER RESOLVED** that we, the Board of Trustees of the San Antonio Independent School District, join the Association for Career and Technical Education in proclaiming February 2022 as “Career and Technical Education Month”.

Approved and adopted January 10, 2022, by the  
SAISD Board of Education San Antonio, Texas

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Christina Martinez, President

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Arthur V. Valdez, Secretary

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the License Agreement Between Young Men’s Leadership Academy at SAISD and Sunset Station Group, LLC**

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

**REQUESTED BY:** Patti Salzman, Deputy Superintendent

**PRESENTER:**        Angelica G. Romero, Assistant Superintendent of I-Zone Schools

**MEETING DATE:** January 10, 2022

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

The Board is requested to approve the License Agreement between Young Men’s Leadership Academy and the Sunset Station Group, LLC. The said agreement will be for rental fees of The Espee venue for students’ prom on May 14, 2022. Under Board Policy, Board approval is necessary because the agreement contains an indemnification clause.

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

Recommend that the Board approves the Licenses Agreement between Young Men’s Leadership Academy and the Sunset Station Group, LLC as presented.

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

Local funds will be used [Budget Code 461 11 6269 00 177 11 SAF] Approximately \$2,640.00

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

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**From:**  
**Marissa Sevilla**  
 The Espee  
 Venue  
 2107751352  
 marissa@theespee.com



<b>Bill To:</b>	<b>Jocelyn More</b>
	jmore1@saisd.net
<b>Project:</b>	<b>Young Men's Leadership Academy Prom</b>
Type	Event
Date	May 14, 2022
Time	TBD
Location	The Espee, 1174 E Commerce St., San Antonio, TX, 78205

# YOUNG MEN'S LEADERSHP ACADEMY PROM PROPOSAL

## Version 2

### PROPOSAL

	QTY	UNIT	PRICE	SVC	TAX	TOTAL
<b>Venue rental</b>	<b>1.0</b>		<b>\$2,000.00</b>			<b>\$2,000.00</b>
5/14/21; Honoring Saturday Price						
<b>Security</b>	<b>6.0</b>	<b>hour</b>	<b>\$40.00</b>			<b>\$240.00</b>
1 Officer						
<b>Event Lead</b>	<b>10.0</b>	<b>hour</b>	<b>\$40.00</b>			<b>\$400.00</b>
Subtotal:						<b>\$2,640.00</b>
<b>Total Amount:</b>						<b>\$2,640.00</b>

### PAYMENT PLAN

1. \$660.00	Nov 16, 2021	#279374-000106	UNPAID
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2. \$660.00	Jan 11, 2022	#279374-000107	UNPAID
3. \$660.00	Feb 11, 2022	#279374-000108	UNPAID
4. \$660.00	Mar 11, 2022	#279374-000109	UNPAID

Total Amount: **\$2,640.00**

## CONTRACT

# License Agreement

This license agreement ("Agreement") is made as of the Nov 17, 2021 by and between **Sunset Station Group, LLC** a Texas limited liability company (Licensor) and Young Men's Leadership Academy the individual, entity and/or party indicated on the signature page hereto (Licensee) and is entered into and is effective upon full execution and exchange of this Agreement by both parties.

### **RECITALS:**

**WHEREAS** Licensee desires to rent from the Licensor a portion of that certain facility located at 1174 E. Commerce St. San Antonio, TX 78205 and more commonly known as The Espee at St. Paul Square, as more particularly described below, for the purposes set forth below and subject to the terms set forth herein; and

**WHEREAS**, in consideration of the Licensor's agreement to enter into this Agreement and to grant Licensee the rights set forth herein, Licensee shall pay the Licensor the amounts set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties agree as follows:

### **1. DEFINITIONS.**

#### **a. Event.**

- Licensee shall use the area and facilities of The Espee at St. Paul Square that are described in Exhibit A, attached hereto and incorporated herein by reference (the "Facility"), for the purposes of preparing for, producing, and otherwise conducting a live-music event, a corporate event, a banquet, a wedding, a specialty event, or other

event approved by Licensor (“Event”), including the activities associated with the Event that are described herein, and any other reasonable activities commonly associated with the production of such events, subject to Licensor’s prior written approval in each instance, such approval not to be unreasonably withheld or delayed.

- Without limiting the generality of the forgoing, Licensee may use the Facility during the Term for the following purposes:

(A) preparing the Facility for the Event, which may include installing staging, fencing, lighting, signage, and all other materials reasonably required to prepare for, produce, and otherwise conduct the Event;

(B) serving food and beverages during the Event subject to the terms below; and

- Event Identification:

**Event Name:** Young Men’s Leadership Academy Prom

**Event and Location:** The Espee; Post Office

**Event Date:** May 14, 2022

**Event Time and Setup:** 6PM-11:30PM; Setup 10AM

**b. Term.** The term (“Term”) of this Agreement shall commence as of the date of this Agreement, set forth above, and shall continue through later of the final Event Date or the final Tear-Down Date, as applicable.

**c. Participants.** “Participants” shall include all invited guests, sponsors, speakers, entertainers, volunteers, and vendors involved in the conduct or operation of the Event.

**d. Parties.**

**Licensor:**

**Organization**

**Sunset Station Group, LLC**

**Contact Information**

Marissa Sevilla

1160 E. Commerce Suite 200

San Antonio, TX 78205

marissa@theespee.com

210.775.1352

Licensee:

**Organization/Name**

**Contact Information**

Young Men's Leadership Academy

Jocelyn More

415 Gabriel St., San Antonio, TX 78202

210.354.9652

JMORE1@saisd.net

**2. RENTAL AND USE OF FACILITY.**

**a. Grant.** The Licensor hereby grants to Licensee permission to use the Facility for the Event, and for no other purpose other than set forth in section 1(a) of this Agreement, subject to the terms and conditions herein, including earlier termination by the either party in accordance with this Agreement. In addition to the Facility, Licensee shall have the right of non-exclusive use, in common with others, of Licensor's automobile parking areas, driveways, footways, and such other facilities as may be designated by Licensor in writing, subject to reasonable Facility Guidelines & Policies identified in Exhibit B, for the use thereof. Licensee shall not use the Facility in any manner that will constitute a breach of any law, waste, nuisance, or unreasonable annoyance or a violation of the Facility Guidelines & Policies. Except as otherwise set forth herein, Licensee is required to obtain all the necessary permits and licenses for all activities and equipment related to the Event.

**b. Inspection.** Licensee acknowledges that Licensee has inspected the Facilities prior to entering into this Agreement or has voluntarily waived the opportunity to so inspect prior to entering into this Agreement. Licensee acknowledges and understands that it is entering into this Agreement with the understanding that it does so with the Facility in an "As Is" and "Where Is" condition. Licensee agrees to inspect or further inspect the Facility prior to the start of the Event. Licensee acknowledges the importance of such inspection(s) to ensure, to Licensee's satisfaction, that the Facility meets Licensee's appropriate use and safety requirements, and to note the condition of all physical elements of the Facility which might be subject to damage or abnormal wear and tear as a result of Licensee's use of the Facility.

**c. Damage.** Licensee agrees to use best efforts not to damage or in any manner deface the Facility or Licensor's equipment, and to further use best efforts to prevent any of the Participants from defacing or damaging the Facility and or Licensor's equipment. Without limiting the foregoing, Licensee shall not drive nor permit to be driven any nails, hooks, tacks or screws in any part of the Facility (including any asphalt) or Licensor's equipment or make any alterations of any kind without the express written (including email) consent of Licensor. At the end of the Event, Licensee shall return the Facility to Licensor in the same condition as at the commencement of the Term, reasonable wear and tear excepted, and Licensee hereby indemnifies Licensor against and assumes responsibility for any damage to the Facility caused by Licensee, its employees, agents or Participants during the Term.

**d. Décor.** Licensee may provide additional décor but may not use or allow the use of any confetti, glitter, or helium balloons. Substances such as soil or sand may only be used at the Facility with prior written approval. Additional Décor guidance are under Facility Guidelines & Policies.

**e. Hazardous Materials.** Licensee will not bring onto, use or allow to be brought onto or used at the Facility, any hazardous material, smoke machines, pyrotechnics or article or material which is prohibited by law or by the Facility Guidelines & Policies or which would render any known fire or other hazard insurance policies in force with respect to the Facility or the Event void or voidable. This prohibition includes, but not limited to municipal ordinances prohibiting the use of fireworks within the city limits of San Antonio. Licensee will insure that any hazardous materials brought on to and/or used by Licensee will be used and disposed of appropriately. Improper use or disposal will result in fines in an amount determined by the Licensor and may be cause for termination of this Agreement.

**f. Photography/Media. REMOVED DUE TO MINORS WITHOUT PARENTAL CONSENT.- MS**

**g. Security.** Licensee's use of the Facility may require the presence of security services, which may include personnel from an authorized security service, first-aid services, stand-by medical ambulance service, and other appropriate services and measures. If Licensor, in the exercise of its sole discretion, determines that security services are appropriate for the Event, including prior to, during, and after the Event, Licensor shall notify Licensee and is authorized to obtain such security services at Licensee's expense. Licensor shall not have any liability to Licensee, its employees, guests, invitees, or agents (collectively, "Licensee's Parties") or any other Participants for any lack of security services or any action taken by any security service personnel, even if such security service is selected or obtained by Licensor. Licensee will pay cost of security services directly to that service or through payment therefor to Licensor, at Licensor's election.

**h. Graphic Guidelines/Alterations.** A placard, sign, notice or other graphic used to identify a function may be posted outside each meeting room. Any placard, sign, notice or other graphic that is to be placed in a public area must be approved for content and location in advance of Event. All signage must be professionally made; no handwritten signs will be permitted.

- Intellectual Property Use. Licensee shall be permitted to reasonable use the name and logo of The Espee at St. Paul Square in promotional materials for the Event, provided Licensee has obtained Licensor's prior written approval in each such instance, such approval not to be unreasonably withheld or delayed. Any other use of The Espee at St. Paul Square's name and logos is strictly prohibited.

**3. PAYMENT.** Licensee shall pay to the Licensor fees as set forth below in connection with this Agreement.

**a. Venue Rental Fee.** Licensee agrees to pay the Licensor the fees below for Facility rental (the "Venue Rental Fee").

**b. Additional Charges.** Services provided by Licensor that are included in the Venue Rental Fee are identified in Exhibit A. Services to be provided by Licensor that are not included in the Venue Rental Fee and for which Licensee shall pay additional fees, beyond the Venue Rental Fee, are also identified in Exhibit C. Services to be provided by Licensee at Licensee's sole or partial cost may also be identified in Exhibit C, provided that the absence in Exhibit C of any service required of Licensee hereunder shall not relieve Licensee of the responsibility to provide that service.

**c. Payment Conditions.** Payments by Licensee to Licensor shall be made by cash, certified check, or wire without prior demand therefore and without any abatement, set-off, compensation or deduction whatsoever, other than as provided in this Agreement. Credit Card payments will incur an additional fee not to exceed 3%.

**d. Fees Due and Payment Schedule.** The fees due under this Agreement shall be paid as follows:

A non-refundable deposit equal to 100% of the Venue Rental Fee and estimated Additional Charges with signed Agreement.

<b>Description</b>	<b>Cost</b>	<b>Unit</b>	<b>Qty</b>	<b>Total</b>
<b>Venue Rental Fee</b>	<u>\$2000.00</u>	_____	<u>1</u>	<u>\$2,000.00</u>
<b>Security</b>	<u>\$40.00</u>	<u>hour</u>	<u>6</u>	<u>\$280.00</u>
<b>Event Lead</b>	<u>\$40.00</u>	<u>/hr</u>	<u>10</u>	<u>\$400.00</u>
<b>TOTAL INVOICE</b>				<u>\$2,640.00</u>

Facilities Rented for Event: Post Office

Total Venue Rental Fee: \$2,640.00

Deposit (25% of the estimated charges) due at Signing: \$660.00

The remainder of the charges beyond the deposit should be scheduled and paid in full forty-five (45) days prior to Event date.

Payment Schedule:

Due Date: January 11, 2022 Amount: \$\$660.00

Due Date: February 11, 2022 Amount: \$660.00

Due Date: Mar 11, 2022 Final Amount: \$\$660.00

If this Agreement has been presented to Licensee for signature and deposit, and the deposit is not provided within seven (7) business days, Licensor reserves the right to release the Facility for another use.

If additional charges are incurred, Licensor will submit and invoice to Licensee, and payment shall be no later than fourteen (14) days after invoice. For the avoidance of doubt, this obligation of Licensee shall survive the Term.

If full payment for all the amounts described above are not received when due, interest will accrue on all such amounts remaining unpaid more than thirty (30) days after payment due date. Interest shall accrue at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law. If overpayment occurs, Licensor will refund that amount within ten (10) business days after Licensee so notifies Licensor or Licensor otherwise should reasonably have knowledge.

**e. Payment information.**

Please make checks out to: **Sunset Station Group, LLC**

Delivery only to:

Sunset Station Group, LLC  
1160 E. Commerce Suite 200  
San Antonio, TX 78205

**AUTHORIZATION AGREEMENT**

I certify that I am an authorized representative of the Licensee, that I am authorized to enter into this agreement on behalf of the Licensee or am myself the Licensee. In addition, I agree to, understand, and accept all terms stated in agreement. I authorize Licensor to initiate transactions to my checking/savings/credit card account(s) according to the information provided above for all payments on this agreement, the maintenance deposit, and where necessary, initiate adjustments for any transactions completed in error.

**4. LICENSOR RESPONSIBILITIES.**

**a. Physical Facilities.** The Licensor agrees to furnish Licensee the Facility and the services as described herein for the duration of the Event and the Term, as applicable. Other services will be provided upon the terms agreed upon by the parties.

**b. The Espee's Staff.** The Licensor will provide one (1) staff member to reasonably coordinate all activities between Licensee and the Licensor during the Event.

**c. Beverage Provider.** Due to licensing and insurance requirements, all beverages served in The Espee property must be supplied and prepared by the Licensor's official beverage contractor. Licensee and Licensor's official beverage provider will enter into a separate independent concessionaire agreement in accordance with TABC rules/regulations and under which a percentage of net beverage sales goes to Licensee as set forth in that agreement. Notwithstanding anything herein to the contrary, Licensor is responsible for all equipment for bar operations, credit card machine and

point of sale systems, cash management, payment of TABC certified bartending staff, and ordering/cost of alcohol. Licensor's official beverage provider is to work alongside Licensee to determine brand mix and recommended price points. Licensee is responsible for tents/tables/power/internet/ice for any other areas outside of service bars.

**d. Catering/Concessions for this Event will be provided by: TBD**

**Percentage Shares of Catering/Concessions to Licensee for the event will be: 10% of gross sales.**

**e. Marketing support:** The Espee branding kit will be issued. Covid-19 Venue policies will be issued.

**g. Parking and Transportation.** All parking and shuttle transportation (between parking lots and the Facility), if any, shall be the sole responsibility of Licensor upon Licensee's request and at Licensee's cost, including the costs of drivers, cost of shuttle vehicle rental and fuel. Licensor shall perform all activities related to all parking and shuttle transportation in accordance, and in all material respects, with all applicable federal, state and local laws and regulations.

## **5. CANCELLATION POLICY.**

**a. Notice.** In the event that Licensee wishes to cancel this Agreement (for other than a Force Majeure Event as described below in Section 5.f, Licensee shall provide the Licensor with written notice pursuant to subsections (i) and (ii) of this Section 5.a, (the "Reimbursement Schedule"), explaining the reason for the cancellation request. Except as otherwise provided in this Section 5.a, the Licensor will reimburse Licensee an amount based on the Reimbursement Schedule, less the nonrefundable deposit received and after offset of any monies owed to the Licensor by Licensee pursuant to the terms hereof), within 15 days of receipt of the notice. If outstanding amounts are due by Licensee to the Licensor, Licensee shall pay all monies due, in full, at the time the cancellation request is made. Failure to pay any amounts owed to Licensor upon notice of request for cancellation shall be a breach of this Agreement.

- Subject to the Force Majeure Event section herein, if cancellation is requested thirty (30) or more days prior to the date the Event was scheduled to begin, Licensor will refund any fees applied to payment of the Event less the non-refundable deposit. Notwithstanding the foregoing, in the case of such a cancellation request received thirty or more days in advance, Licensor agrees to use reasonable efforts to rent the Facility to other potential customers for materially the same Venue Rental Fee and estimated Additional Charges, and in the event that such an agreement is reached, Licensor will refund eighty-five percent (85%) of the entire amount of such fees received from Licensee.
- If cancellation is requested less than thirty (30) days prior to the date the Event was scheduled to begin, Licensee shall not be entitled to any refund.

**b. Dangerous Conditions.** Licensor, following meaningful consultation with Licensee, reserves the right to delay, cancel or postpone the Event if in the reasonable judgment of the Licensor weather conditions render the holding or continuance of the Event unreasonably dangerous. This decision shall be in the sole discretion of the Licensor.

**c. Rescheduling.** If the Event is cancelled because of a Force Majeure Event, the priority is to reschedule the Event. The Licensor agrees to use reasonable efforts to provide an alternate venue rental date or dates (as applicable) within a year (subject to availability) to Licensee for the Event to be rescheduled. The decision to accept such rescheduling at such offered date(s), however, will be at the sole discretion of Licensee.

**d. Entry by the Licensor.** The Licensor or its designated agents shall have the right to enter the Facility at any time to ensure that Licensee is in compliance with all Facility Guidelines & Policies of the Facility and with the provisions of this Agreement and to ensure that the Facility is being safely operated and maintained. In the event the Licensor, in its sole reasonable discretion determines that Licensee is not in compliance with the Facility Guidelines & Policies or with the provisions of this Agreement, or that there is substantial danger of immediate and irreparable damage or injury to the Facility or Participants, then the Licensor shall have the right, following meaningful consultation with Licensee and a reasonable opportunity to cure, to close the Facility and to end all Licensee activities thereon until such time as Licensee is in compliance. In the event that Licensee unreasonably refuses or is unable to comply with the Facility Guidelines & Policies, then the Licensor shall have the right to immediately terminate this Agreement.

**e. Termination by the Licensor.** The Licensor shall have the right to terminate the Agreement at any time, in its sole and absolute discretion, by giving Licensee ninety (90) day notice. Based on circumstance of termination, consideration will be given as to refund.

## **6. INSURANCE BY LICENSEE.**

**a.** Licensee shall procure and bear the cost of premiums for insurance of the type and in the minimum amounts indicated below. Such insurance will require the insurance endorsements and cancellations provisions set forth below. Licensee must provide Licensor with a certificate of insurance no less than ten (10) days prior to the first day of the Event. No Participant shall be admitted to the Facility unless and until such insurance coverage is in effect as reflected by the effective date and time on the insurance certificate. All Insurance Certificates must be approved by Licensor's insurance agent, such approval not to be unreasonably withheld.

**b.** It is understood and agreed by and between Licensee and Licensor that obtaining such insurance by Licensee does not absolve Licensee of any liability to Licensor, its affiliates, or any other person claiming against Licensee or Licensor for any indemnification and reimbursement unless such insurance in fact fully indemnifies and reimburses Licensor or any other claimant, as the case may be.

**c.** Additional amounts and/or types of coverage may be required for unique or unusual Events activities, as determined in Licensor's sole judgment. Such decisions will be made at the time the parties agree on this Agreement unless the use of the Facility is later modified by Licensor or with Licensor's prior written approval.

**d.** The insurance policies issued hereunder must be a commercial general liability form. Coverage shall consist of:

- Property damage insurance with policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000 general aggregate;
- Commercial General Liability (CGL) coverage with policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000 general aggregate;
- For all its employees engaged in performing work, workers' compensation required by the Texas Workers' Compensation Code with limits of at least \$500,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees;

- Business Auto Liability coverage for all owned and non-owned vehicles, with a policy limit of \$1,000,000 (Combined Single Limit); and
- \$1,000,000 umbrella excess liability insurance.

e. All policies required by this Agreement shall name and include Sunset Station Group, LLC, as additional insureds to the policy and shall provide that each of the foregoing entities' respective affiliates, officers, directors, members, agents and employees and each of their respective heirs, legal representatives, successors and assigns, participants and sponsors (collectively, "Licensor Related Parties") are also additional insureds to the policy. The insurance must be primary to any other insurance available to the additional insureds.

f. Each Insurer must be admitted or approved to write insurance in the State of Texas.

g. Complete copies of all policies providing coverage for the Event shall be provided to Licensor upon demand.

h. The insurance policy shall not be cancelled or reduced without thirty days prior written notice of same to Licensor.

i. The Certificate Holder on the policy shall be:

Sunset Station Group, LLC  
1160 E. Commerce Suite 200  
San Antonio, TX 78205

## **7. INDEMNIFICATION; ASSUMPTION OF RISK; LIMITATION OF DAMAGES.**

To the extent permitted by Texas law and funds are appropriated,

a. Except to the extent caused by Licensor's Gross negligence or willful acts and/or omissions, Licensee hereby releases and agrees to indemnify and hold harmless the Licensor and each of its affiliates, officers, members, managers, employees or agents, and their respective heirs, legal representatives, successors and assigns (collectively, the "Licensor released parties") from and against any and all obligations, losses, damages, causes of action and claims (including, without limitation, reasonable attorneys' and expert witness fees, court costs and expenses) that may be claimed or asserted by any third party against any of the Licensor released parties arising from (i) the event, (ii) any breach, violation, or nonperformance of any material term on the part of the Licensee, or (iii) the negligence or willful misconduct of Licensee.

b. Except to the extent caused by Licensee's negligence or willful acts and/or omissions, Licensor hereby releases and agrees to indemnify and hold harmless Licensee and each of its affiliates, officers, members, managers, employees or agents, and their respective heirs, legal representatives, successors and assigns (collectively, the "Licensee released parties") from and against any and all obligations, losses, damages, causes of action and claims (including, without limitation, reasonable attorneys' and expert witness fees, court costs and expenses) that may be claimed or asserted by any third party against any of the Licensee released parties arising from the negligence or willful misconduct of Licensor.

c. Except for any indemnification obligations due to liabilities to third parties, notwithstanding any provision contained in this agreement to the contrary, no party to this agreement will be liable to any other party to this agreement for any incidental, indirect, special, consequential, or punitive damages (including damages for loss of use, power, business goodwill, revenue or profit, nor for increased expenses, or business interruption) arising out of or related to the performance or non-performance of this agreement unless the damages arose due to a party's gross negligence or willful misconduct.

## **8. INTELLECTUAL PROPERTIES AND COMMERCIAL RIGHTS.**

**a. Intellectual Property.** Nothing in this Agreement shall be construed as transferring any right, title or interest in any Intellectual Property provided by Licensor and/or Licensee.

**b. Media.** Media access to the Event will be determined by Licensee. Media list will be provided to Licensor prior to Event.

**c. Advertising and Use of Licensor Names and Trademarks.** All advertising and promotion of the Event will be truthful and accurate and at the sole expense of Licensee. Any use of The Espee at St. Paul Square's name, in whole or part, whether in text or logo, must be approved in writing by Licensor in advance to public consumption in each instance.

**d. Signage and Decals.** None of the existing signage or advertising displays located at the Facility shall be removed or concealed or obstructed by Licensee.

## **9. DUTIES OF LICENSEE.**

**a. Overall Responsibility of Licensee.** Licensee is responsible for the conduct of its Participants and for each Participant's property throughout the Term of this Agreement. Licensor, at its sole discretion, may disqualify and cause the removal of any Participant and/or the Participant's property (such as personal property or vehicle.)

**b. Facility Guidelines & Policies.** Licensee agrees to enforce all Participants' compliance with the Facility Guidelines & Policies contained in this Agreement throughout the duration of the Event.

**c. Reputation and Good Name.** Licensee agrees that all activities that might take place at the Facility reflect on the reputation and good name of the Licensor and that Licensee will conduct the Event in a manner that will not negatively affect such reputation and good name. Licensee agrees to use its best efforts to ensure that all Participants conduct themselves in a manner that will not negatively affect the name and reputation of the Licensor or the Facility.

**d. Official Contact Person.** No later than thirty (30) days prior to the Event, Licensee shall provide Licensor with the name and contact information (including mobile/cell phone number(s) and email address) of a single contact person with whom the Licensor can communicate on a 24-hour basis throughout the Event and who will be in a position of overall authority with respect to all Licensee activities and responsibilities.

**e. Event Information and Regulations.** No later than thirty (30) days prior to the Event, Licensee shall provide the Licensors with copies of Event regulations and information related to the activities taking place at the Facility as part of the Event.

**f. Schedule.** Licensee shall submit to Licensors Licensee's Event tentative schedule at least ten (10) days prior to the first day of the Event.

**g. Damages and Recovery.** Licensee will be responsible for all damages due to actions by Participants or Licensee or its patrons and invitees, contractors, subcontractors or its employees or agents during the Term, including, but not limited to, all reasonable costs arising from the replacement or repair of the Facility property that can be reasonably replaced or repaired. For the avoidance of doubt, Licensee's responsibility for any such damages caused during the Term shall survive the Term and continue until the end of the applicable statute of limitations.

## **10. EVENTS OF DEFAULT.**

**a. Events of Default.** The following shall constitute Events of Default: (i) failure to comply with any material provision of this Agreement, including, without limitation, the breach of any representation or warranty, following written notice and a reasonable opportunity to cure; or (ii) adjudication of either party as bankrupt or either party's making a general assignment for the benefit of creditors, or appointment of a receiver on account of either party's insolvency.

**b. Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party may, following written notice and a reasonable opportunity to cure, without prejudice to any other rights or remedies it may have, at law or equity: (i) terminate this Agreement or at its sole option and without liability to other, postpone, suspend or cancel the Event and/or (ii) seek injunctive relief and/or damages.

**11. NO PARTNERSHIP.** This Agreement does not constitute and may not be construed as constituting a partnership or joint venture between Licensors and Licensee.

**12. ATTORNEYS' FEES.** If any action or proceeding in contract, tort or otherwise arising out of or relating to this Agreement is commenced by any party to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and costs and other relief to which it may prove itself entitled.

**13. NOTICES.** All notices hereunder shall be in writing and shall be: (a) delivered personally; (b) mailed by registered or certified mail, postage prepaid, return receipt requested; (c) sent by overnight courier; or (d) sent by electronic mail, in each instance to the address of the party to whom addressed as set forth on the signature page hereof. Notice shall be effective: (i) upon receipt if personally delivered; (ii) on the second business day following the date of mailing if sent by registered or certified mail; (iii) on the first business day following the date of delivery to the overnight courier service. A party may change its address listed below by sending notice to the other party in accordance with the provisions of this Section 16.

**14. GOVERNING LAW; DISPUTE RESOLUTION.**

**a. Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial.** This Agreement has been negotiated and is performable in Bexar County, Texas, and it and its interpretation shall be governed by the laws of the State of Texas. Licensee hereby submits to the jurisdiction and venue of the federal and state courts of Bexar County, Texas.

**b. Dispute Resolution and Arbitration.** At the option or election of Licensor, any dispute, claim or controversy (“Dispute”) between Licensee and Licensor relating to the transactions contemplated by this Agreement, including, without limitation, any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”). Defenses based on statutes of limitations and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Licensee and Licensor shall designate, within thirty (30) days of receipt of the list of potential arbitrators, one (1) of the potential arbitrators to serve, and the two (2) arbitrators so designated shall select a third arbitrator from the eight (8) remaining candidates. Any arbitration proceedings conducted pursuant to this section shall be held in San Antonio, Texas.

**15. SEVERABILITY: INTERPRETATION.** In the event that any one or more of the provisions in this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to the specific provision determined to be invalid or unenforceable, and the remaining provisions hereof will continue in full force and effect.

**16. SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon Licensee’s heirs, executors, administrators and other legal representatives or successors and will be for the benefit of the Licensor, its successors and assigns; provided, however, that Licensee may not assign or sublease any of Licensee’s rights, or delegate any of Licensee’s duties, under this Agreement without the Licensor’s prior written consent.

**17. MULTIPLE COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. To facilitate their execution and exchange, the parties may execute and exchange counterparts of this Agreement by facsimile transmission or by electronic mail in “portable document format” (PDF) or similar format.

**18. ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding between the Licensor and Licensee relating to the subject matter hereof and merges all prior and contemporaneous discussions between Licensee and the Licensor. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

**19. AUTHORIZED SIGNATORIES.** The undersigned signatories are the duly authorized representatives of the parties.

**IN WITNESS WHERE OF, the parties hereto execute this Agreement as of the date first above written.**

**LICENSOR:** Sunset Station Group, LLC

**Printed Name:** Michael Jersin

**Address:** 1160 E. Commerce Suite 200 SATX 78205

**Phone:** 210.314.4181

**Email:** events@theespee.com

**LICENSEE:** Young Men's Leadership Academy

**Printed Name:** Derrick Brown

**Address:** 415 Gabriel St. San Antonio, TX 78202

**Phone:** 210.371.2531

**Email:** jmore1@saisd.net

## **EXHIBIT A**

### **“Facility”**

Rental Area as defined as Post Office

## **Exhibit B**

### **Facility Guidelines & Policies**

Welcome to The Espee at St. Paul Square (The Espee) formally known as Sunset Station. We look forward to helping you plan and produce your event. If you have questions about any of the information, please contact your Event Manager at your convenience.

### **Event Manager**

This individual is assigned to work with you and your team from initial planning through move-out. Your Event Manager is your principal source of information during the planning process.

### **Additional Staff**

The Espee can provide professional and experienced personnel for most of your event needs. They are knowledgeable about the facility and the surrounding area, familiar with our facility’s policies and procedures, and experienced in enforcing event Facility Guidelines & Policies.

### **Preferred Vendors**

The Espee has a preferred vendor list for Food and Beverage, Audio Visual, Event Décor, Security, Labor and Production Equipment. Outside vendors are strictly prohibited and require an approval by The Espee and Certificate of Insurance.

### **Audio Visual Equipment**

Equipment for private, public events, concerts, festival, etc. similar to production, laptops, screens, projectors, microphones, speakers, and up-lighting, can be secured through our preferred vendor list.

### **Décor, Banners & Layout**

We encourage you to bring items for your event or to secure rented equipment from our preferred vendor list. Banners may not be affixed to the facility or suspended to any surfaces in The Espee without prior review and approval. Assembly and set-up of your decor is your responsibility. The use of tape, wires, tacks, nails and glue to hang decorations is prohibited. All decorating must occur during the contracted event time. This includes delivery and removal from an outside vendor. All decorations must be placed and removed without leaving damage. Placements of tables, tents, live music, catering equipment etc. must be approved by The Espee no later than 10 days before the event.

The following décor items are prohibited:

Mylar Balloons, Fire/Free Standing Candles, Glitter/Confetti, Free standing structures with ceilings, Dirt, Hay, Sparklers

### **Security**

For many events, we require security guards to be present. The Espee will coordinate times and dates of security at the cost of the Client.

### **Vendors/Exhibitors**

All vendors must enter and exit within your contracted time. If vendors have specific questions about the facility, arrival/departure time, electrical needs, etc., have them contact the Event Manager.

### **Alcohol**

Texas Alcoholic Beverage Commission (TABC) regulates alcoholic beverages and service. As the holder of the alcoholic beverage license, the Espee is responsible for the administration of these regulations within the facility. Accordingly, we reserve the right to refuse alcohol service to intoxicated or underage persons. No outside alcohol is permitted inside the building. The Espee staff reserves the right to stop your event if outside alcohol is confiscated. At any time, if The Espee staff deems alcohol consumption to be excessive, the staff has the authority to shut down all alcohol service and/or evict inebriated guests from the premises.

### **Facility Damage**

Any event-related damage to the building or its facilities beyond normal wear and tear is the clients responsibility. This includes damage caused by your attendees and vendors. If damage has occurred related to the activities of the event, the cost of repair will be added to the final invoice or billed separately upon completion of the repair.

### **Housekeeping/Cleanliness**

The Espee will maintain all common areas. Clients responsible for cleaning up event materials and décor. Additional housekeeping costs may be incurred for extra cleaning requirements.

### **Internet**

WiFi throughout The Espee is possible and should be determined if adequate depending on need for event.

### **Storage**

The Espee has no facilities for the storage of large equipment or materials.

### **Guest/Public:**

- Children are not permitted to wander the grounds unsupervised by an adult
- No glitter, rice, confetti, or flower petals may be used on the ground indoors or outdoors
- No sparklers, open flames or candles of any kind are permitted
- Dance floors must be rented and utilized if there will be dancing, to protect the floors at the historic site
- All Events must end by 11:00 pm to comply with the City sound ordinances and to allow for clean-up and closure of the site by 12:00pm
- Guests are always subject to a search upon entering the facility. Guests who refuse the search will be denied entrance
- No smoking

**Not Permitted Items:**

The following items are NOT allowed into The Espee. NOTE: This is not an all-inclusive list and items are always subject to change.

- Animals: The only exceptions to this rule are service animals
- Aerosol cans (hairspray, bug spray, sunscreen)
- E-liquid or vape juice
- Glass of any kind, to include perfume bottles
- Grills
- Fireworks
- Ice chests
- Laser pointers
- Medication in unmarked containers.
- Pocket knives
- Weapons: While it is legal, with a permit, to open carry or carry a concealed handgun in Texas, we do not allow guns in our facility

## **Parking Lot Guidelines:**

- Parking is on a first-come, first-serve basis in designated lots
- Holding or saving parking spaces is not permitted
- Drive lanes in the parking lots must always be kept clear
- ADA parking is available in all The Espee/St. Paul Square controlled parking lots
- Consumption of alcohol or open containers of alcohol is prohibited
- Any equipment (chairs, tents, etc.) left overnight will be disposed of
- Personal golf carts, segways, skateboards, scooters are not allowed

## **EXHIBIT C**

### **Venue Rental Fees**

#### Post Office

- **Venue rental**  
5/14/21; Honoring Saturday Price
- **Security**  
1 Officer
- **Event Lead**

\* *The Espee pricing includes Setup & Janitorial*

### **Additional Fees:**

- 10% F&B Service Charge on all private events
- Event Lead is required from 12PM – 12AM. Rate of \$40/hr.
- Security is required for evening and alcohol events. Rate \$40/hr.
- Additional cost for Janitorial and Event Staff if event is over 400 ppl.

- Reserved parking and valet options are available upon request
- 

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Marissa Sevilla

TBD

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Dr. Robert A. Jaklich, SAISD Interim Superintendent

[marissa@theespee.com](mailto:marissa@theespee.com) | [www.theespee.com](http://www.theespee.com) | (210) 775-1352 | 1174 E Commerce St., San Antonio, TX 78205

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and UpBring Early Head Start

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

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Colleen Bohrmann, Executive Director for Early Childhood Education

**MEETING DATE:** January 10, 2022

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

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and UpBring Early Head Start. UpBring Early Head Start is a non-profit organization which offers a comprehensive family focused program which will help prepare families and children to transition into the SAISD Early Childhood Education Programs. The partnership goal is to work collaboratively to ensure a smooth and successful transition from Early Head Start to SAISD Early Childhood Education programs.

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

Recommend that the Board approves the MOU with UpBring Early Head Start through the end of the 2022-2023 school year as presented.

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

Not Applicable

### **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, SAISD ), and the Upbring Early Head Start is a non-profit organization (hereinafter, "Upbring Early Head Start") which offers a comprehensive family focused program which will help prepare families and children to transition into SAISD Early Childhood Education Programs. The partnership goal is to work collaboratively to ensure a smooth and successful transition from Early Head Start to SAISD Early Childhood Education Programs (hereinafter, "Upbring Early Head Start"). SAISD and Upbring Early Head Start 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 the opportunity of providing educational services, health and family services to these children and their families. Upbring Early Head Start will also work with teenage pregnant mothers to assist them in providing their infant children a high-quality nurturing full day program in order to allow them to continue their education. Upbring Early Head Start will also refer all children identified with early childhood special needs to SAISD's Office of Disability Services. Upbring Early Head Start in collaboration with the Early Childhood Education /Head Start Department and the Office of Disability Services will provide the following:

- Upbring Early Head Start services will be provided for the benefit of eligible children ages 0 – 36 months in Bexar County.
- Provide coordinated case management and follow-up services as needed.
- Share information on available programs and services.
- Periodically attend meetings hosted by the either Party to foster collaboration building, networking, services enhancement, and community mobilization.
- Ensure that training on roles and responsibilities of each is provided as needed.
- Share information between parties consistent with each party's individual reporting time frames (e. g. monthly, quarterly, annually, and as needed).
- Coordinate client and outreach activities, to include recruitment activities, between Upbring Early Head Start staff and SAISD Early Childhood Education/Head Start Department and Office of Disability Services staff.
- Coordinate with existing partnerships (e.g., community- and faith-based organizations, education organizations, etc.) to ensure other needs are met for families. Identify opportunities to collaborate SAISD Early Childhood Education/Head Start Department and Office of Disability Services staff within Upbring Early Head Start.
- Establish and maintain regular (as needed) contact with SAISD Early Childhood Education/Head Start Department in order to discuss specific and systematic program updates.
- Provide an opportunity for participation in the annual Upbring Health Advisory to discuss health trends among children and identify strategies to address concerns and challenges.

## II. TERM/CANCELLATION

The term of this MOU will commence on the Effective Date and will continue until the end of the 2022-2023 academic school year. Either Party may withdraw their participation in the MOU at any time for any or no reason upon notice to the other Party, thereby cancelling the MOU. Neither Party will have any further responsibility to the other Party after cancellation of the MOU, unless otherwise specified in this MOU.

## III. UNDERSTANDINGS

3.1 DISTRICT agrees to provide services for eligible students transitioning out of Upbring Early Head Start. Provide an area for recruitment purposes if, and when, approved by SAISD Early Childhood Education/Head Start Department.

3.2 Upbring Early Head Start Goals and Objectives for children ages 0-3 and their families:

- Upbring Early Head Start is a comprehensive, family-focused program that provides educational services to children ages 0 to 3 years old through an Early Head Start program. In addition, Upbring Early Head Start provides health and family services. Ninety percent of Upbring Early Head Start families live at or below the federal poverty income guideline.
- Upbring Early Head Start engages parents, local partners, and other advocates in our communities to provide high quality, age appropriate, early-care and education for our children. Upbring Early Head Start supports families as they maneuver through the joys and challenges of raising strong, caring, bright young children in this busy world.

- Upbring Early Head Start goes above and beyond to create safe, teaching environments for children allow parents to feel comfortable going to work and/or school. Throughout the program year, Upbring Early Head Start will offer workshops that focus on Family Life Practices determined by research to be instrumental in closing the achievement gap.
- Upbring Early Head Start views parents as "partners" and promotes a culture of shared accountability to ensure every child's healthy development. In addition, Upbring Early Head Start supports families in a variety of ways and steps toward economic stability.
- Upbring Early Head Start utilizes the Head Start Program Information Report (PIR) to measure the progress of the Upbring Early Head Start program. Upbring Early Head Start will be entering all program data (e.g. continuous enrollment, high attendance rate, parent involvement, 10% of special needs children) at the end of the program year.

3.3 Upbring Early Head Start will not utilize reports from the District for the program to function.

3.4 Upbring Early Head Start will provide the following documents to the District for parents/families.

- Permission slips
- Flyers
- Program participation letters
- Administer a survey or questionnaire
- Permission for release of records:
- Not applicable

3.5 Upbring Early Head Start will ensure that all persons working with the District will complete the District's volunteer application process and must have successfully been approved prior to the commence date.

3.6 The Parties understand the foregoing commitments are nonexclusive.

**IV.  
RELATIONSHIP OF THE PARTIES**

This MOU is not intended to create a relationship of principal and agent, employee and employer, or any other such similar relationship between Parties. Further, this MOU is not intended to create a joint venture or enterprise for purposes of determining liability.

**V.  
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.

**VI.  
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.

**EXECUTED** this day \_\_\_\_ of \_\_\_\_ 2022, the **EFFECTIVE DATE**.

**Upbring Early Head Start**

**San Antonio Independent School District**

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

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

Dr. Robert Jaklich, Interim Superintendent

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

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



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Early Childhood Education
Board Meeting Date:	January 10, 2022
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and UpBring Early Head Start
Presenter:	Colleen Bohrmann, Executive Director for Early Childhood Education
Cost:	\$0
Board Goal:	Increase the percent of students kinder ready in Reading & Math

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
50-60	n/a	19	\$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>SAISD Head Start enrolls approximately 50-60 Early Head Start students annually. UpBring assists with the transition of the families and the completion of the Head Start Application.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Memorandum of Understanding Between SAISD and Martinez Street Women’s Center**

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

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**        Beth Jones, Senior Executive Director, SEAD & Restorative Practices

**MEETING DATE:** January 10, 2022

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

The Board is requested to approve the Memorandum of Understanding between San Antonio Independent School District and the Martinez Street Women’s Center.

Martinez Street Women’s Center is a longstanding SAISD partner through the office of Family and Community Engagement. Martinez Street Women’s Center’s Youth Development program is a daily center-based afterschool program that works to empower youth by utilizing a culturally relevant, social justice curriculum and individualized services informed by each student’s needs and goals.

This MOU expands the services provided to Bowden by the Center to include support for Restorative Practices by a full-time employee provided by the Center.

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

Be it resolved that the Board of Trustees approves the Memorandum of Understanding between SAISD and the Martinez Street Women’s Center.

### **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 educated so that he or she is prepared to be a contributing member of the community.



## Memorandum of Understanding

Martinez Street Women's Center, Restorative Justice Educator  
Bowden Academy, San Antonio ISD  
2021-2022

### **Context:**

Martinez Street Women's Center is a longstanding SAISD partner through the office of Family and Community Engagement. Martinez Street Women's Center's Youth Development program is a daily center-based afterschool program that works to empower youth utilizing a culturally relevant, social justice curriculum and individualized services informed by each students' needs and goals.

According to the U.S. Department of Education, Office of Civil Rights, looking at trends in discipline on a national level, black, Hispanic male, and American Indian students face harsher discipline than their white counterparts. This trend is also true in San Antonio. Martinez Street Women's Center has a 21-year history of working with black and brown populations on the near east and near westsides of the city. Through our Youth Development program, which is infused with restorative justice principles and practices, students have found healing and empowerment to transform their own lives and effect change in their communities.

With funding from the United Way, we've begun to imagine innovative ways to have an even greater impact with our program participants. We've worked with Bowden Academy afterschool for the last seven years and have had an educator on campus since the 2019-20 school year. Our work on campus aims to reduce discipline incidents in a school in a holistic way. Recognizing that often trauma presents itself in children and youth through discipline issues, we are placing a Restorative Justice educator on the school campus to support the staff and administration with a restorative justice approach to discipline through workshops, circles and other opportunities for staff development (as requested), and the students, with social emotional tools, circles of support, and regular consultation with parents.

### **Duties and Expectations**

Each party will execute the provisions of the proposal through the following duties:

#### **Martinez Street Women's Center:**

One staff member (compensated exclusively by Martinez Street Women's Center) with skills and resources on the Bowden Campus who will

- Be on the Bowden Campus
  - Monday, 8:30 a.m. – 4:00 p.m.
  - Tuesday, 8:30 a.m. – 4:00 p.m.
  - Thursday, 1:30 p.m. – 4:00 p.m.
  - Friday, 8:30 a.m. – 12:30 p.m.

- Other times as requested
- Communicate with Veronica Valdovinos via email when needing to be off campus.
- Provide support to students through
  - Restorative Justice circles
  - One-on-one SEL development
  - A place to “cool down”
  - Meet with students placed in ISS to build SEL skills
- Submit bi-weekly report on caseload to Veronica Valdovinos via Google drive.
- Provide access to MSWC’s Youth Development programming

Bowden Academy/SAISD will :

- Provide a space for MSWC’s staff to office, hold circles, and meet with students
- Provide access to copy machine and internet
- Provide monthly reports on schoolwide referrals total for reporting to MSWC’s funding partners (global number) emailed to Jenny Castro ([jenny.castro@mswomenscenter.org](mailto:jenny.castro@mswomenscenter.org)) .
- Provide access to read only version of Frontline (for access to schedule, grades, etc.) to facilitate reporting to MSWC’s funding partners
- Provide regular monthly meeting with Venus Davis, Principal, and Veronica Valdovinos, Assistant Principal, to debrief progress and tweak project (date and time to be established)
- Collaborate with MSWC staff to create a system for communication, collaboration, and referrals among MSWC staff and Bowden admin/counseling/faculty (google, SharePoint)

**Primary Contact for agreement**

Martinez Street Women’s Center:

Andrea Figueroa  
 Executive Director  
 Martinez Street Women’s Center  
[Afigueroa@mswomenscenter.org](mailto:Afigueroa@mswomenscenter.org)  
 210-776-8630

Jenny Castro  
 Director of Programs  
 Martinez Street Women’s Center  
[Jenny.Castro@mswomenscenter.org](mailto:Jenny.Castro@mswomenscenter.org)  
 210-952-1660

Vikki Ramirez  
 Girl Zone Manager  
 Martinez Street Women’s Center  
[Victoria@mswomenscenter.org](mailto:Victoria@mswomenscenter.org)  
 210-908-9772

San Antonio ISD:

Beth Jones  
 Senior Executive Director  
 SEAD & RP Department  
[ejones@saisd.net](mailto:ejones@saisd.net)  
 210-354-9565

Venus Davis  
 School Leader  
 Bowden Academy  
[vdavis@saisd.net](mailto:vdavis@saisd.net)  
 210-738-9770

Veronica Valdovinos  
 Assistant School Leader  
 Bowden Academy  
[Vvaldovinos1@saisd.net](mailto:Vvaldovinos1@saisd.net)  
 210-738-9770

**Performance Period**

The performance period of this agreement will be from January 11, 2022 – June 2, 2022, unless amended by written mutual agreement.

**Compliance with Laws**

Both parties shall be responsible for compliance with all requirements and obligations relating to the services required under local, state or federal law. Such requirements or obligations include, but are not necessarily limited to, minimum wage, overtime compensation, social security, unemployment insurance, income tax and worker’s compensation.

**Liability**

SAISD and Martinez Street Women’s Center mutually agree that each party to this agreement is and will be acting as an independent contractor in the performance of this work, and that each shall be solely responsible for the official acts of its employees or its agents in connection with the performance of this work and will not hold the other party responsible for personal injury, death, property damage or other losses arising out of the official actions of those employees or agents.

**For and on behalf of San Antonio  
Independent School District:**

\_\_\_\_\_

Dr. Robert Jaklich  
SAISD Interim Superintendent

\_\_\_\_\_  
Date

*Beth Jones*  
\_\_\_\_\_

Beth Jones  
SAISD Representative

*11/29/21*  
\_\_\_\_\_  
Date

**For and on behalf of Martinez Street  
Women’s Center:**

*Andrea Figueroa*  
\_\_\_\_\_

Andrea Figueroa  
Executive Director  
Martinez Steet Women’s Center

*11/19/2021*  
\_\_\_\_\_  
Date

*Jenny Castro*  
\_\_\_\_\_

Jenny Castro  
Director of Programs  
Martinez Street Women’s

*11/19/2021*  
\_\_\_\_\_  
Date



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	SEAD & Restorative Practices
Board Meeting Date:	January 10, 2022
Agenda Title:	Approval of the Memorandum of Understanding between SAISD and Martinez Street Women’s Center
Presenter:	Beth Jones, Senior Executive Director, SEAD & Restorative Practices
Cost:	N/A
Board Goal:	Increase the percent of on-time, 4-year graduation and drop off rates

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
450	30	1	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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>MSWC has a 21-year history of working with black and brown populations on the east and west sides of the city. They have worked with Bowden Academy for the last six years and have had an educator on campus since 2019-20. The total number of out-of-school suspensions decreased from 67 in 2018-19 to 36 suspensions in 2019-20, and office discipline referrals decreased from 158 in 2018-19 to 93 referrals in 2019-20.</p> <p>This MOU expands the service provided by the center to include support for Restorative Practices (RP). The MOU ensures that the Center is providing the RP services in alignment with the model the District is using. The center will facilitate restorative justice circles and participate in the District’s restorative practice training with Bowden’s campus staff. The Center will provide a full-time staff member to Bowden to support RP at no cost to the district.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of Monthly Budget Reports and Amendments for January 2022

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

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

**PRESENTER:**        Larry A. Garza

**MEETING DATE:** January 10, 2022

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

The monthly Amended Budget report is a summary of the budget amendment impact on the 2021-2022 original budget adopted by the Board for the General Fund, Food Service Fund, and Debt Service Fund. Budget amendments are presented to the Board at a regularly scheduled business meeting. The original budget is amended when changes take place from one function to another function or when a request is made to increase or decrease the budget.

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

Resolved that the Board of Trustees approve the budget amendments for the month of January 2022.

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

As indicated on the following pages.

**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.



**SAN ANTONIO ISD  
FINANCIAL SERVICES DIVISION**

JANUARY 2022

2021-22 Budget Amendment # 5

**General Fund**

I. INCREASE FUND BALANCE	Requested By:	Amount
A. Increase Estimated Revenue:		-
B. Decrease Appropriations:		-
		\$ -
I. Total transactions increasing Fund Balance		\$ -
II. DECREASE FUND BALANCE	Requested By:	Amount
A. Increase Appropriations:		-
B. Decrease Estimated Revenue:		-
		\$ -
II. Total transactions decreasing Fund Balance		\$ -
III. NO CHANGE TO FUND BALANCE	Requested By:	Amount
A. Decrease Estimated Revenue and Appropriations:		
Insurance Recovery Vehicle Unit #S02	J. Curiel	2,035
Greater SA After School All Stars	R. Salazar	175
Insurance Recovery Auto Loss	L. Rios	15,169
Setup SAISD Foundation/Charles Butt Foundation Grant	J. Strelchun	120,000
		\$ 137,379
B. Increase Estimated Revenue and Appropriations:		-
		\$ -
C. Decrease Appropriations and Increase Transfers Out to Other Uses		-
		-
III. Total transactions with no impact on Fund Balance		\$ 137,379
IV. Net increase (decrease) to General Fund Balance for this Budget Amendment		\$ -

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 5**  
**For JANUARY 2022**  
**Board Agenda**  
**GENERAL OPERATING FUND**

<b>REVENUE</b>	<b>Budget</b>			<b>Budget</b>	
	<b>As Adopted July 1, 2021</b>	<b>Budget as Amended</b>	<b>Administrative Adjustments #5</b>	<b>BA No.5 Changes</b>	<b>As Amended Thru BA #5</b>
5700 Local	\$ 219,431,884	\$ 219,431,884	\$ -	\$ 137,379	\$ 219,569,263
5800 State	256,498,000	256,498,000	-	-	256,498,000
5900 Federal	11,600,000	11,600,000	-	-	11,600,000
Total Revenue	487,529,884	487,529,884	-	137,379	487,667,263
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	487,529,884	487,529,884	-	137,379	487,667,263
7900 Other Resources	-	-	-	-	-
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 487,529,884</b>	<b>\$ 487,529,884</b>	<b>\$ -</b>	<b>\$ 137,379</b>	<b>\$ 487,667,263</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ 265,209,062	\$ 265,093,411	\$ 3,004,394	\$ -	\$ 268,097,805
12 Inst Resources & Media	5,310,627	5,316,273	101,000	-	5,417,273
13 Curriculum & Prof. Dev.	16,259,165	16,374,056	23,796	120,175	16,518,027
21 Instructional Administration	11,907,127	11,929,048	8,536	-	11,937,584
23 School Leadership	39,690,920	39,793,642	(3,290,666)	-	36,502,976
31 Guidance & Counseling	16,633,286	16,560,432	(63,074)	-	16,497,358
32 Social Work Services	2,539,446	2,548,729	(2,400)	-	2,546,329
33 Health Services	9,718,084	9,739,320	-	-	9,739,320
34 Student Transportation	12,281,572	12,236,769	(15,000)	-	12,221,769
35 Food Services	157,343	157,343	-	-	157,343
36 Cocurricular/Extracurricular	13,126,071	13,180,195	64,219	-	13,244,414
41 General Administration	16,645,261	16,834,750	17,822	15,169	16,867,741
51 Plant Maintenance	54,892,195	54,884,147	12,320	-	54,896,467
52 Security & Monitoring	6,275,663	6,281,262	2,203	2,035	6,285,500
53 Data Processing	10,279,323	9,777,529	350	-	9,777,879
61 Community Services	4,556,018	4,642,228	500	-	4,642,728
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	738,159	870,189	-	-	870,189
93 Payments to Members SSA	-	-	-	-	-
95 Payments to JJAEP	45,320	45,320	5,000	-	50,320
99 Intergovernmental Charges	1,263,193	1,263,193	131,000	-	1,394,193
Total Appropriations	487,527,835	487,527,835	-	137,379	487,665,214
Other Uses	2,049	2,049	-	-	2,049
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 487,529,884</b>	<b>\$ 487,529,884</b>	<b>\$ -</b>	<b>\$ 137,379</b>	<b>\$ 487,667,263</b>
Beginning Fund Balance 7/01/21	\$ 106,825,654	\$ 106,825,654			\$ 106,825,654
Net Revenue/Sources over (Appropriations) / (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance 6/30/22	\$ 106,825,654	\$ 106,825,654		\$ -	\$ 106,825,654

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 5**  
**For JANUARY 2022**  
**Board Agenda**  
**FOOD SERVICE FUND**

<b>REVENUE</b>	<b>Budget As Adopted July 1, 2021</b>	<b>Budget As Amended</b>	<b>Administrative Adjustments #5</b>	<b>BA No.5 Changes</b>	<b>Budget As Amended Thru BA #5</b>
5700 Local	\$ 1,118,000	\$ 1,118,000	\$ -	\$ -	\$ 1,118,000
5800 State	161,000	161,000	-	-	161,000
5900 Federal	48,220,000	48,220,000	-	-	48,220,000
Total Revenue	49,499,000	49,499,000	-	-	49,499,000
7900 Other Resources	2,049	2,049	-	-	2,049
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 49,501,049</b>	<b>\$ 49,501,049</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,501,049</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	46,436,877	46,436,877	-	-	46,436,877
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	3,064,123	3,064,123	-	-	3,064,123
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	49,501,000	49,501,000	-	-	49,501,000
Other Uses	-	-	-	-	-
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 49,501,000</b>	<b>\$ 49,501,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,501,000</b>
Beginning Fund Balance 7/01/21	\$ 774,853	\$ 774,853			\$ 774,853
Net Revenue/Sources over (Appropriations) / (Uses)	\$ 49	\$ 49		\$ -	\$ 49
Ending Fund Balance 6/30/22	\$ 774,902	\$ 774,902	\$ -	\$ -	\$ 774,902

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 5**  
**For JANUARY 2022**  
**Board Agenda**  
**DEBT SERVICE FUND**

<b>REVENUE</b>	<b>Budget As Adopted July 1, 2021</b>	<b>Budget As Amended</b>	<b>Administrative Adjustments #5</b>	<b>BA No.5 Changes</b>	<b>Budget As Amended Thru BA #5</b>
5700 Local	\$ 96,434,050	\$ 96,434,050	\$ -	\$ -	\$ 96,434,050
5800 State	40,000	40,000	-	-	40,000
5900 Federal	1,650,000	1,650,000	-	-	1,650,000
Total Revenue	98,124,050	98,124,050	-	-	98,124,050
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	98,124,050	98,124,050	-	-	98,124,050
7900 Other Resources	-	-	-	-	-
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 98,124,050</b>	<b>\$ 98,124,050</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,124,050</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	-	-	-	-	-
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	-	-	-	-	-
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	54,285,001	54,285,001	(13,515)	-	54,271,486
72 Debt Services- Interest	50,623,879	50,623,879	-	-	50,623,879
73 Debt Services- Other Costs	-	-	13,515	-	13,515
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	104,908,880	104,908,880	-	-	104,908,880
Other Uses	-	-	-	-	-
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 104,908,880</b>	<b>\$ 104,908,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 104,908,880</b>
Beginning Fund Balance 7/01/21	\$ 128,680,602	\$ 128,680,602			\$ 128,680,602
Net Revenue/Sources over (Appropriations) / (Uses)	\$ (6,784,830)	\$ (6,784,830)	\$ -	\$ -	\$ (6,784,830)
Ending Fund Balance 6/30/22	<u>\$ 121,895,772</u>	<u>\$ 121,895,772</u>			<u>\$ 121,895,772</u>

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
AMENDED BUDGET  
For Fiscal Year Ending June 30, 2022**

<u>CODE</u>	<u>REVENUES</u>	<u>GENERAL FUND</u> M&O Tax Rate \$1.01035	<u>FOOD SERVICE</u>	<u>DEBT SERVICE</u> I&S Tax Rate \$0.481250	<u>TOTAL</u> Tax Rate \$1.49160
5700	Local Revenue	\$ 219,569,263	\$ 1,118,000	\$ 96,434,050	\$ 317,121,313
5800	State Revenue	256,498,000	161,000	40,000	256,699,000
5900	Federal Revenue	11,600,000	48,220,000	1,650,000	61,470,000
	<b>TOTAL REVENUES</b>	<b>\$ 487,667,263</b>	<b>\$ 49,499,000</b>	<b>\$ 98,124,050</b>	<b>\$ 635,290,313</b>
	<b><u>APPROPRIATIONS</u></b>				
0011	Instruction	\$ 268,097,805	\$ -	\$ -	\$ 268,097,805
0012	Instructional Resources & Media Svcs.	5,417,273	-	-	5,417,273
0013	Curriculum Development & Inst Staff Dev	16,518,027	-	-	16,518,027
0021	Instructional Leadership	11,937,584	-	-	11,937,584
0023	School Leadership	36,502,976	-	-	36,502,976
0031	Guidance, Counseling & Evaluation Svc.	16,497,358	-	-	16,497,358
0032	Social Work Services	2,546,329	-	-	2,546,329
0033	Health Services	9,739,320	-	-	9,739,320
0034	Student ( Pupil) Transportation	12,221,769	-	-	12,221,769
0035	Food Services	157,343	46,436,877	-	46,594,220
0036	Cocurricular /Extracurricular Activities	13,244,414	-	-	13,244,414
0041	General Administration	16,867,741	-	-	16,867,741
0051	Plant Maintenance & Operations	54,896,467	3,064,123	-	57,960,590
0052	Security & Monitoring Services	6,285,500	-	-	6,285,500
0053	Data Processing Services	9,777,879	-	-	9,777,879
0061	Community Services	4,642,728	-	-	4,642,728
0071	Debt Services- Principal	-	-	54,271,486	54,271,486
0072	Debt Services- Interest	-	-	50,623,879	50,623,879
0073	Debt Services- Other Costs	-	-	13,515	13,515
0081	Facilities Acquisition & Construction	870,189	-	-	870,189
0093	Payments to Members SSA	-	-	-	-
0095	Payments to JJAEP	50,320	-	-	50,320
0099	Other Intergovernmental Charges	1,394,193	-	-	1,394,193
	<b>TOTAL APPROPRIATIONS</b>	<b>\$ 487,665,214</b>	<b>\$ 49,501,000</b>	<b>\$ 104,908,880</b>	<b>\$ 642,075,094</b>
	<b><u>OTHER RESOURCES &amp; USES</u></b>				
7900	Other Resources	\$ -	\$ 2,049	\$ -	\$ 2,049
8900	Other Uses	(2,049)	-	-	(2,049)
		<b>\$ (2,049)</b>	<b>\$ 2,049</b>	<b>\$ -</b>	<b>\$ -</b>
	Excess/(Deficit) Current Operations	\$ -	\$ 49	\$ (6,784,830)	\$ (6,784,781)
3000	From/(To) Fund Balance	-	(49)	6,784,830	6,784,781
	Difference	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
For Posted Data Available through November 2021

**Elementary & Secondary School Emergency Relief Fund**

Total Available ESSER II & III \$276.6 Million  
2021-22 ESSER II & III Budget \$78.3 Million

<u>2021-2022 Budget Priorities</u>	<u>2021-2022 Budget</u>	<u>Actual Expenditures*</u>
Leveraging Social & Emotional Resources to support students & families	9,253,180	912,650
Extended Instructional Calendar Initiative promoting a strong recovery	22,120,428	4,389,670
Continued Investment in Personal Protective Equipment (PPE) & safety protocols	2,438,400	439,554
Additional Supports Needed for a Strong Recovery	23,597,877	2,789,533
Retention Stipend, Revenue Shortfall, Compensation, & Other Recovery Initiatives	20,967,874	66,109
	<b>\$ 78,377,759</b>	<b>\$ 8,597,516</b>

\* Actual Expenditures do not yet reflect full amounts for salary payroll transactions.

**Strategic Initiatives Fund**

	<u>Fund Balance</u>	<u>YTD Expend. / Encumb.</u>
<b>Fund Balance</b>		
Beginning of Current Fiscal Year	\$5,405,118	
Plus Additions:		
QSCB Federal Subsidy Revenues	0	
Transfers in from Other Funds	0	
<b>Available Fund Balance before Current Year Expenditures:</b>	<b>\$ 5,405,118</b>	<b>\$ 5,405,118</b>
<b>Less:</b>		
Year-to-Date Expenditures		273,911
POs Encumbered but not Paid		494,792
Budget Reserved but not Encumbered		1,681,994
<b>Available Fund Balance:</b>		<b>\$ 2,954,421</b>

**Professional Services Managed by Board of Trustees**

	<u>Current Actual</u>	<u>Year to Date Actual</u>
<b>Legal Services- General Counsel (2021-22 Fiscal Year)</b> Escamilla & Poneck, LLP	\$ -	\$ 527,505
<b>Audit Services (2020-21 Engagement Year)</b> Garza, Gonzalez & Associates	-	-
<b>Audit Services (2021-22 Engagement Year)</b> Garza, Gonzalez & Associates	-	-
<b>Legal Services- Financial Advisors (2021-22 Fiscal Year)</b> Frost Bank	-	-
<b>Total Professional Expenditures</b>	<b>\$ -</b>	<b>\$ 527,505</b>