



**BOARD BUSINESS MEETING B**

**Tuesday, January 18, 2022**

**5:45 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. Recognition</b>	
A. Recognition of SAISD Board of Trustees in honor of January 2022 as Board Recognition Month	4
<b>3. Governance</b>	
A. Approval of Campus Performance Objectives	5

**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.	Update on SAISD’s Response to the Ongoing COVID-19 Crisis and Associated Expenditures	6
C.	Approval of Resolution in Recognition of “National School Counseling Week” on February 7-11, 2022	7
D.	Approval of the Members to the School Health Advisory Council (SHAC) for the 2021-2023 School Years	9
E.	Approval of the Conveyance of a Portion of Lot 38, N.C.B. 132, San Antonio, Bexar County, Texas to widen the Right of Way for an adjoining Camaron Street Improvement Project	11
F.	Presentation on Construction Delivery Methods	30
<b>4.</b>	<b>Consent Agenda</b>	
A.	Approval of the Agreement for Community-Based Work Based Learning Program Between SAISD and Goodwill San Antonio	31
B.	Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas Diaper Bank (TDB)	35
C.	Approval of the Memorandum of Understanding (MOU) Between SAISD and Jewish Family Service	42
D.	Approval of the Memorandum of Understanding (MOU) Between SAISD, After-School All Stars, and Jump-Start Performance Company	53
E.	Approval of the Renewal of the 2021-2022 Interlocal Agreement Between SAISD and the City of San Antonio Department of Human Services	60
F.	Approval of General Contractors for Chiller Replacements at Nine Campuses	121
G.	Approval for Ratification for the repair of the Trane Water Cooled Chiller at De Zavala Elementary School	123
H.	Approval of Procurement Services’ Recommendations for Bids, Proposals, and Awards	124
I.	Approval of Minutes for the following meetings:	
1.	December 6, 2021 Public Hearing	132
2.	December 6, 2021 Board Business Meeting A	133
3.	December 11, 2021 Special Board Meeting	136
4.	December 13, 2021 Board Business Meeting B	138
<b>5.</b>	<b>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)	

**BOARD OF TRUSTEES**



Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

**2** Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Dr. Robert Jaklich, Interim Superintendent



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 legal issues related to Superintendent Search. (TGC 551.071)
  4. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
  5. Consultation with Superintendent and discussion regarding the establishment of the position of Senior Executive Director of Facilities and hiring of the candidate for Senior Executive Director of Facilities. (TGC 551.074)
  6. Consultation with Superintendent and discussion regarding the establishment of the position of Executive Director of Operations and Business Services and hiring of the candidate for Executive Director of Operations and Business Services (TGC 551.074)
  7. Consultation with Superintendent and discussion regarding the hiring for the position of Head Football Coach at Lanier High School. (TGC 551.074)
- B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.

**6. Adjournment**

- A. Adjournment

**NOTICE:**

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

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

**BOARD OF TRUSTEES**



Christina Martinez, President  
Alicia Sebastian, 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

---

**AGENDA TITLE:** Recognition of SAISD Board of Trustees in honor of January 2022 as Board Recognition Month

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

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

**PRESENTER:**        Dr. Robert Jaklich  
                              Nicole Franco, Chief of Staff

**MEETING DATE:** January 18, 2022

---

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

January 2022 has been proclaimed as School Board Recognition Month, and this year’s theme is “Rising Above.” This is an especially appropriate title given the unprecedented issues board members face in navigating the current challenges of public education. The SAISD family, thanks our Board of Trustees for their commitment to our students, staff, schools, and community. Of the 1,247-plus school districts across the State of Texas and the 8,700-plus board members currently serving, there are no other school boards that deserve this recognition and celebration more than our very own SAISD Board of Trustees. This is an amazing group of individuals who voluntarily take up the enormous responsibility of governing our schools, and we are extremely proud of them. Our seven board members serve as a guiding force to an exemplary education and provide extensive opportunities for student success.

Thank you SAISD Board for continuing to volunteer your time to help us support families and change lives.

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

N/A

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

N/A

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

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

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** Approval of Campus Performance Objectives

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

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

**PRESENTER:** Theresa Urrabazo, Senior Executive Director of Accountability, Research, Evaluation, and Testing

**MEETING DATE:** January 18, 2022

---

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

The SAISD Board will receive the 2021-2022 District and Campus Performance Objectives for review and approval. These documents establish minimum District and Campus goals for attendance, STAAR results by subject (performance and growth), PK-2 measures, and domain and overall performance in accordance with the current State Accountability system. Policy BQ (Legal) states the Board shall annually approve Campus Performance Objectives. Once approved, the District and Campus Performance Objectives will be published for public review on the SAISD website.

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

Resolved that the Board approve the Campus Performance Objectives for 2021-2022 as presented.

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

N/A

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

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

**SAISD BOARD AGENDA SUMMARY FORM**

---

**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 18, 2022

---

**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)**

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

**SAISD BOARD AGENDA SUMMARY FORM**

---

**AGENDA TITLE:** Approval of Resolution in Recognition of “National School Counseling Week” on February 7-11, 2022

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

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

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

**MEETING DATE:** January 18, 2022

---

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

The Board is requested to approve the Resolution in Recognition of National School Counseling Week. The American School Counselor Association officially recognizes National School Counseling Week February 7-11, 2022. This recognition will help applaud the efforts of SAISD’s 147 school counselors in honor of their passion and dedication to student success. SAISD counselors maximize the academic, career, and personal development of all students. They are the heart of the school, and they are instrumental in supporting students and their families.

This year’s theme for National School Counseling Week is "School Counselors: Better Together" which is intended to focus public attention on the contributions of professional school counselors. National School Counseling Week also highlights the tremendous impact that counselors have in helping students achieve school success. The Resolution is included in the agenda documentation.

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

Resolved that the Board approve the attached Resolution in recognition of “National School Counseling Week” on February 7-11, 2022, in SAISD.

**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.



**Resolution in Recognition of  
“National School Counseling Week” celebrated February 7-11, 2022**

*Whereas*, the American School Counselor Association believes in one vision and one voice and works to ensure that it meets the needs of all professional school counselors, regardless of setting, experience level, or needs; and

*Whereas*, the San Antonio Independent School District believes school counselors are employed to help students reach their full potential and are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

*Whereas*, the school counselors help parents focus on ways to further the educational, personal, and social growth of their children and work with teachers and other educators to help students explore their potential and set goals for themselves; and

*Whereas*, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

*Whereas*, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

*Now therefore be it resolved* that the Board of Trustees of the San Antonio Independent School District joins the American School Counselor Association in proclaiming February 7-11, 2022 as “National School Counseling Week”.

--Adopted January 18, 2022  
by the **San Antonio Independent School District Board of Education**  
San Antonio, Texas

---

Christina Martinez, President

---

Arthur V. Valdez, Secretary

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** Approval of the Members to the School Health Advisory Council (SHAC) for the 2021-2023 School Years

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

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

**PRESENTER:**     Kendra Doyle, Senior Executive Director, Curriculum Instruction & Assessment

**MEETING DATE:** January 18, 2022

---

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

The Board is requested to approve the proposed list of new members to the School Health Advisory Council (SHAC) for the 2021-2023 school years.

The SHAC is an advisory body whose purpose is to ensure that local community values are reflected in the health education instruction provided by the District. In Chapter 28, Subchapter A-L, and Chapter 38.013 of the Texas Education Code, the State requires schools to establish and maintain a district-level School Health Advisory Council. In accordance with District Policy BDF (LEGAL), the Board shall establish a local SHAC.

Membership selection involved an application process for all SAISD parents who are not employed by the School District to submit an application for consideration. The application window opened December 2020 and remains active until each single-member district is represented. Approved members commit to serve a two-year term.

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

Resolve that the Board approves the proposed new members for the 2021-2023 two-year term.

### **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.

**PROPOSED 2021-2023 SHAC MEMBERS**

<b>Parent Members</b>			<b>District and Community Members</b>	
<b>District</b>	<b>Name</b>	<b>Campus</b>	<b>Name</b>	<b>Title</b>
1	Christina Ibarra	Hawthorne Academy	Raul Salazar	Senior Coordinator, Health/P.E.
	Janet Trevino	Brackenridge HS	Victoria Bustos	Executive Director, Student & Academic Support Services
	Lisa Cortez-Walden	Lamar ES	Vanessa Gonzales Zuniga	Director Health Education, San Antonio AIDS Foundation
2	Illiana Fernandez	M.L. King	Gloria Davis	Director, Health Services
	Rebecca Salazar	Young Men's Leadership Academy	Armandina Acevedo	Nursing Coordinator, Student Health Services
3	Jessica Vasquez	Ball ES	Lorena Rios	Director, Employee Benefits, Risk Management, Safety
4	Vacant	Vacant	Carmen Thatcher	Director, Student Support
5	Guadalupe Cornejo	Lanier HS	Elsa Griffin	Director, Family & Community Engagement
	Amanda Carrera	Lanier HS	Jenny Arredondo	Senior Executive Director, Child Nutrition Services
6	Monica Salinas	Franklin ES/Whitter MS	Anthony Wilhelm	Wellness Account Consultant
	Herbey Salinas	Franklin ES/Whitter MS	Jose Curiel	Chief of SAISD Police
7	Elizabeth Tilson	Young Women's Leadership Academy	Lucy Eller	Clergy Member
	Melinda Perez	Young Women's Leadership	Kendra Doyle	Senior Executive Director, Curriculum, Instruction, and Assessment

**SAISD BOARD AGENDA SUMMARY FORM**

---

**AGENDA TITLE:** **Approval of the Conveyance of a Portion of Lot 38, N.C.B. 132, San Antonio, Bexar County, Texas to widen the Right of Way for an adjoining Camaron Street Improvement Project**

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

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

**PRESENTER:**        Kedrick Wright, Deputy Chief Operations Officer

**MEETING DATE:** January 18, 2022

---

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

This conveyance was previously considered and approved by the Board last fall. However, administration requests the Board’s approval of the attached Resolution which will allow for full compliance with applicable law regarding the form of deed and the grant of authorization to the Board President to sign the deed.

To summarize the transaction: The Board is requested to approve the conveyance of a 7,376 square foot portion of Lot 38, N.C.B. 132, San Antonio, Bexar County, Texas, (a portion of the former Fox Baseball Field) to the City of San Antonio for the purpose of its project to widen the right of way of Camaron Street. The result of this widening will improve traffic flow in and around the District’s new central administration offices as well as the Fox Tech campuses. Attached is City of San Antonio produced documents: Camaron Street Initial Right of Way Map and SAISD Parcel Property Description.

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

Be it resolved that the Board approve the attached resolution and the conveyance of a 7,376 square foot portion of Lot 38, N.C.B. 132, San Antonio, Bexar County, Texas to the City of San Antonio.

**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.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**RESOLUTION**

**TO SELL AND CONVEY SURPLUS REAL PROPERTY**

WHEREAS, the San Antonio Independent School District, a Texas political subdivision, (“**District**”) desires to dispose of the following real property (including improvements thereon) located in Bexar County, Texas (“**Property**”):

Being a 0.1693 of an acre (7,376 square feet) parcel of land located in the San Antonio Town Tract Survey, Abstract No. 20, City of San Antonio, Bexar County, Texas, being out of a called 2.467-acre tract known as Lot 38, City Block (C.B.) 132, Fox Tech High School, an addition to the City of San Antonio, according to the plat thereof recorded on July 20, 2001 in Volume 9551, Page 120, Deed and Plat Records of Bexar County Texas; said 0.1693 (7,376 square feet) of an acre being more particularly described by attached **Exhibit “A”** hereto and made a part hereof.

WHEREAS, the Property is designated as surplus property and not needed for a current or foreseeable District purpose;

WHEREAS, the City of San Antonio desires the Property for its Camaron Street Beautification Project;

WHEREAS, District conveys the Property to the City of San Antonio in return for the following consideration which is hereby determined to be sufficient and beneficial to the District’s interests, *to wit*, the City of San Antonio will improve the Property by widening Camaron Street, including widening sidewalks, installing lighting, installing and maintaining landscaping, and providing new access points to District property by constructing two concrete driveways from Camaron Street to the District’s adjoining property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES for the San Antonio Independent School District that it hereby grants approval and authorization to administration to sell and convey fee simple title to the Property in accordance herewith; and

BE IT FURTHER RESOLVED that the District’s Superintendent of Schools and President of the Board of Trustees are hereby authorized to sign documents on behalf of the District as necessary to effectuate the sale and conveyance of the Property;

**APPROVED** on this the \_\_\_ day of January, 2022, by the Board of Trustees for the San Antonio Independent School District at a duly convened and conducted meeting.

By: \_\_\_\_\_  
President,  
For and on behalf of the Board of Trustees for the  
San Antonio Independent School District

Attest:

\_\_\_\_\_  
Secretary, Board of Trustees

EXHIBIT "A"

County: Bexar  
Roadway: Camaron Street  
Limits: Kingsbury Avenue to Houston Street  
Project Number: 23-01567

**Property Description for Parcel 20069**

Being a 0.1693 of an acre (7,376 square feet) parcel of land located in the San Antonio Town Tract Survey, Abstract No. 20, City of San Antonio, Bexar County, Texas, being out of a called 2.467-acre tract known as Lot 38, City Block (C.B.) 132, Fox Tech High School, an addition to the City of San Antonio, according to the plat thereof recorded on July 20, 2001 in Volume 9551, Page 120, Deed and Plat Records of Bexar County Texas (all records cited herein are recorded in Bexar County) (D.P.R.), said 0.1693 of an acre parcel of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a found 3/4-inch iron rod for a re-entrant corner of said Lot 38, being the west corner of a called 1.186-acre tract, conveyed from United Brotherhood of Carpenters and Joiners of America Local Union Number 14 to American G.I. Forum/National Veterans Outreach Program, Inc., by Warranty Deed with Vendor's Lien dated October 26, 1995, Recorded in Volume 6574, Page 1619 of the Official Public Records of Real Property (O.P.R.);

THENCE, South 74°12'28" West, into and across said Lot 38, a distance of 238.55 feet to a set 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." in the proposed east right-of-way (R.O.W.) line of Camaron Street, same being the northwest line of said Lot 38 and the southeast line of the remaining portion of a called 1.595-acre tract known as Tract 4, being Lots 12, 13 and 14, C.B. 132, conveyed from Sunshine Industries, Inc. to Camaron Development, LTD., by Special Warranty Deed executed February 25, 2015 in Document Number 20150031793, O.P.R., for the **POINT OF BEGINNING** and the northeast corner of the herein described parcel, said point having coordinates of N=13,706,851.30, E=2,129,057.54, said point being 42.03 feet left from the proposed Camaron Street Baseline Station 15+32.24;

1. **THENCE**, South 30°36'59" East, departing the southeast line of said 1.595-acre tract, along said proposed east R.O.W line of Camaron Street, into and across said Lot 38, a distance of 237.58 feet to a set 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR.", for a corner of the herein described parcel, said point being 48.16 feet left from the proposed Camaron Street Baseline Station 17+61.74;

EXHIBIT "A"

2. **THENCE**, South 16°56'05" East, continuing along said proposed east R.O.W line of Camaron Street, into and across said Lot 38, a distance of 150.92 feet to a set 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." in the south line of said Lot 38 and the north line of a called 2.313-acre tract, being Lots A-17, A-18, A-19, and the remaining north portion of Lot A-20, Lots A-31 and A-32, C.B. 132, conveyed from John J. Toomey and Michelene G. Toomey to The Toomey Family Limited Partnership, by Assumption Warranty Deed with Vendor's Lien dated December 23, 1994 in Volume 6315, Page 1678, O.P.R., for the southeast corner of the herein described parcel, said point being 38.80 feet left from the proposed Camaron Street Baseline Station 19+07.36;
3. **THENCE**, South 72°40'39" West, continuing along said proposed east R.O.W line of Camaron Street, along the south line said Lot 38 and the north line of said 2.313-acre tract, a distance of 19.00 feet to a set 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." in the existing east R.O.W. line of Camaron Street (Minimum 60-foot wide R.O.W.), recorded in Volume 9551, Page 120, D.P.R., same being the northwest corner of said 2.313-acre tract and the southwest corner of said Lot 38 and the herein described parcel, said point being 19.80 feet left from the proposed Camaron Street Baseline Station 19+07.42;
4. **THENCE**, North 16°56'05" West, along said existing east R.O.W line of Camaron Street and the west line said Lot 38, a distance of 148.77 feet to a found 1/2-inch iron rod with orange cap for an angle point in the existing east R.O.W. line of Camaron Street and the west line of said Lot 38 and the herein described parcel, from which a found 1/2-inch iron rod bears North 10°48'30" East, a distance of 0.11 feet;
5. **THENCE**, North 30°36'59" West, continuing along said existing east R.O.W line of Camaron Street and the west line said Lot 38, a distance of 239.16 feet to a found 3/8-inch iron rod for an angle point in the existing east R.O.W. line of Camaron Street, for the southwest corner of said 1.595-acre tract and a called 0.029-acre tract conveyed from Camaron Development LTD. to the City of San Antonio, by Dedication recorded July 15, 2020 in Document Number 20200153652 O.P.R., same being the northwest corner of Lot 38 and the herein described parcel;

EXHIBIT "A"

6. **THENCE**, North 70°51'25" East, continuing along said existing east R.O.W line of Camaron Street, along the northwest line said Lot 38 and the south line of said 0.029-acre tract, a distance of 15.64 feet to a set 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." for an angle point in the existing east R.O.W. line of Camaron Street, same being the southeast corner of said 0.029-acre tract, for a corner of the herein described parcel, said point being 38.42 feet left from the proposed Camaron Street Baseline Station 15+31.28;
7. **THENCE**, North 70°51'25" East, departing said existing east R.O.W line of Camaron Street, along the northwest line said Lot 38 and the south line of said 1.595-acre tract, a distance of 3.75 feet to the **POINT OF BEGINNING** and containing 0.1693 of an acre (7,376 square feet) parcel of land.

EXHIBIT "A"

NOTES:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4203), North American Datum of 1983 (NAD83), 1993 (1996 Adjustment). All distances and coordinates shown are in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.00017.

Units of Measure: U.S. Survey Feet

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was performed July 2020.

Field survey was performed August 2020.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: August, 2020



Jeremy M. Wood  
Registered Professional Land Surveyor  
Texas Registration No. 6752  
Vickrey & Associates, Inc.  
12940 Country Parkway  
San Antonio, Texas 78216  
210-349-3271  
TBPELS Firm No. 10004100

08/20/2020

Date



**LEGEND**

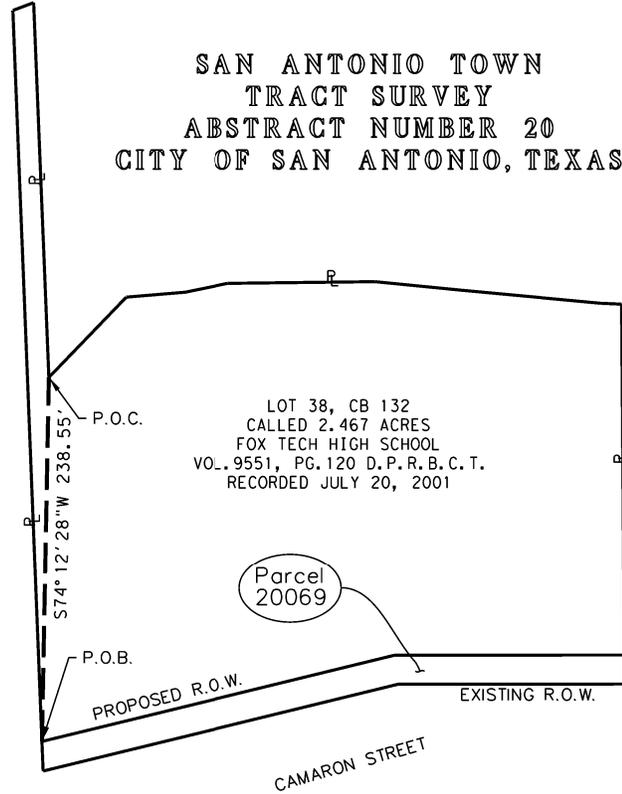
JOB. NO. 23-01567

- FOUND MONUMENT (AS NOTED)
- SET 1/2" IRON ROD W/ RED CAP STAMPED  
"VICKREY PROP. COR."
- △ CALCULATED POINT
- ▲ CONTROL POINT
- ∟ LAND HOOK (IDENTICAL OWNER)
- FND FOUND
- IR IRON ROD
- SPIN COTTON SPINDLE
- GRN GREEN
- ORG ORANGE
- D. R. B. C. T. DEED RECORDS OF BEXAR COUNTY, TEXAS
- O. P. R. B. C. T. OFFICIAL PUBLIC RECORDS OF  
REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D. P. R. B. C. T. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- VOL. VOLUME
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING



- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- EXISTING EASEMENT LINE
- PROPERTY LINE
- R.O.W. DEDICATION LINE
- BASELINE

**SAN ANTONIO TOWN  
TRACT SURVEY  
ABSTRACT NUMBER 20  
CITY OF SAN ANTONIO, TEXAS**



**NOTES:**

1. THIS MAP WAS PERFORMED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORD MAY NOT BE SHOWN HEREON.
2. ABSTRACTING WAS PERFORMED JULY 2020.
3. ALL COORDINATES AND BEARINGS SHOWN ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM (NAD) 83 (2011 ADJUSTMENT), EPOCH 2010.00.
4. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00017. UNITS US SURVEY FEET.
5. FIELD SURVEY WAS PERFORMED AUGUST 2020.

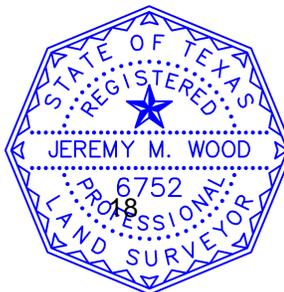
PARCEL TRACT INSET  
PARCEL NO. 20069  
N. T. S.

AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
		LEFT	RIGHT
CALLED 2.467	0.1693/ 7,376	2.297 (CALC)	

I, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

08/20/2020  
DATE

JEREMY M. WOOD  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NUMBER 6752



**VICKREY & ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**  
CIVIL • ENVIRONMENTAL • SURVEY  
12940 Country Parkway  
San Antonio, TX 78216  
Telephone: (210) 349-3271  
TBPLS #10004100 ©2020

PARCEL PLAT  
SHOWING  
**PARCEL 20069**  
CAMARON STREET  
BEXAR COUNTY

C2  
 NORTHING = 13,706,882.27  
 EASTING = 2,129,077.06  
 PI STATION = 15+35.74  
 DELTA = 039°03'01"  
 DEGREE OF CURVE = 004°37'01"  
 TANGENT = 440.08'  
 LENGTH = 845.81'  
 RADIUS = 1,241.00'  
 PC STATION = 10+95.66  
 PT STATION = 19+41.47  
 CHORD BEARING = S35°04'23"E  
 CHORD DISTANCE = 829.54'

JOB. NO. 23-01567

**SAN ANTONIO TOWN  
 TRACT SURVEY  
 ABSTRACT NUMBER 20  
 CITY OF SAN ANTONIO, TEXAS**



GRAPHIC SCALE



AMERICAN G.I. FORUM/NATIONAL  
 VETERANS OUTREACH PROGRAM, INC.  
 CALLED 1.186 ACRES  
 A PORTION OF LOTS A-11 & A-12, CB 132  
 VOL. 6574, PG. 1619, O.P.R.B.C.T.  
 DATED: OCTOBER 26, 1995

ARTPACE  
 CALLED 0.8484 ACRE  
 A PORTION OF LOTS 18, 20 & 21, NCB 132  
 VOL. 6902, PG. 1478, O.P.R.B.C.T.  
 EXECUTED: OCTOBER 4, 1996

LOT 38, CB 132  
 CALLED 2.467 ACRES  
 FOX TECH HIGH SCHOOL  
 VOL. 9551, PG. 120 D.P.R.B.C.T.  
 RECORDED JULY 20, 2001

REMAINING PORTION OF  
 TRACT 4: CALLED  
 1.595 ACRES  
 LOTS 12, 13 AND 14,  
 CB 132  
 CAMARON DEVELOPMENT, LTD.  
 EXECUTED:  
 FEBRUARY 25, 2015  
 DOC. NO. 20150031793,  
 O.P.R.B.C.T.

SUBJECT TO:  
 ELECTRIC EASEMENT  
 GRANTED TO  
 THE CITY OF  
 SAN ANTONIO  
 VOL. 8771, PG. 1220  
 R.P.R.B.C.T.  
 NO RECORD  
 INFORMATION FOUND

POB PARCEL  
 STA. 15+32.24  
 OFF. 42.03' LT.  
 N: 13,706,851.30  
 E: 2,129,057.54

14-FOOT ELECTRIC, GAS,  
 TEL., & CA. TV EASEMENT  
 VOL. 9551, PG. 120  
 D.P.R.B.C.T.

5-FOOT BUILDING SETBACK LINE  
 VOL. 9551, PG. 120 D.P.R.B.C.T.

PROPOSED R.O.W.

MATCHLINE SHEET 7 OF 7  
 18+00.00

**0.1693 ACRES  
 7,376 SQ. FT.**

Parcel 20069

STA. 17+61.74  
 48.16' LT.

S16°56'05"E  
 150.92'

(N7°06'50"W)

N16°56'05"W  
 148.77'

FND 1/2" IR  
 W/ ORG CAP

FND 1/2" IR BEARS  
 N10°48'30"E, 0.11'

STA. 15+31.28  
 38.42' RT.  
 EXISTING R.O.W.

FND 3/8" IR

15+00  
 CALLED 0.029 ACRE DEDICATION  
 THE CITY OF SAN ANTONIO  
 RECORDED: JULY 15, 2020  
 DOC. NO. 20200153652,  
 O.P.R.B.C.T.

EXISTING R.O.W.

**VICKREY & ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**  
 CIVIL • ENVIRONMENTAL • SURVEY  
 12940 Country Parkway  
 San Antonio, TX 78216  
 Telephone: (210) 349-3271  
 TBPLS #10004100 ©2020

**PARCEL PLAT**  
 SHOWING  
**PARCEL 20069**  
 CAMARON STREET  
 BEXAR COUNTY  
 AUGUST 2020  
 PAGE 6 OF 7 SCALE: 1" = 50'

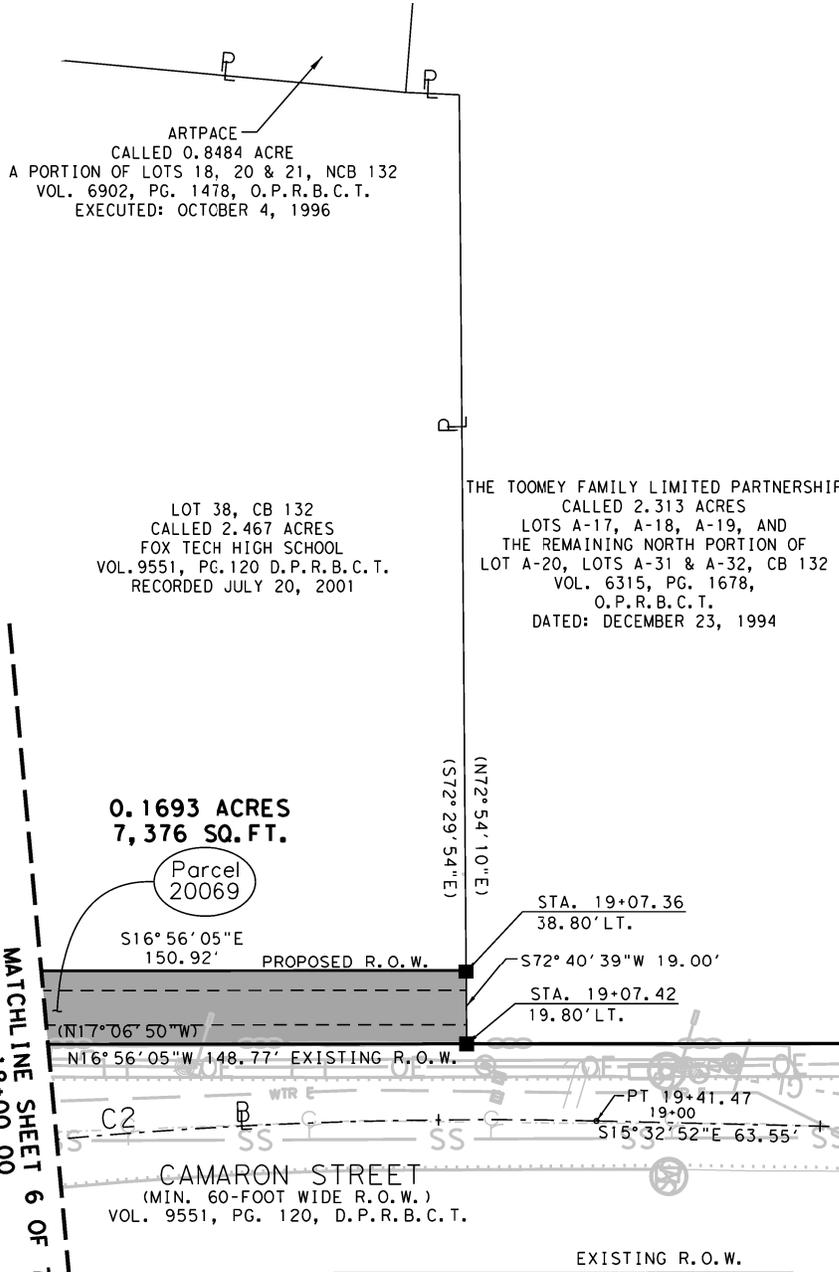
C2  
 NORTHING = 13,706,882.27  
 EASTING = 2,129,077.06  
 PI STATION = 15+35.74  
 DELTA = 039°03'01"  
 DEGREE OF CURVE = 004°37'01"  
 TANGENT = 440.08'  
 LENGTH = 845.81'  
 RADIUS = 1,241.00'  
 PC STATION = 10+95.66  
 PT STATION = 19+41.47  
 CHORD BEARING = S35°04'23"E  
 CHORD DISTANCE = 829.54'

SAN ANTONIO TOWN  
 TRACT SURVEY  
 ABSTRACT NUMBER 20  
 CITY OF SAN ANTONIO, TEXAS

JOB. NO. 23-01567



GRAPHIC SCALE



**VICKREY & ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**  
 CIVIL • ENVIRONMENTAL • SURVEY  
 12940 Country Parkway  
 San Antonio, TX 78216  
 Telephone: (210) 349-3271  
 TBPLS #10004100 ©2020

PARCEL PLAT  
 SHOWING  
 PARCEL 20069  
 CAMARON STREET  
 BEXAR COUNTY

AUGUST 2020



Map navigation controls including a search icon with the number 1325166, a location pin icon, a zoom in icon, a zoom out icon, and a home icon.

60m  
200ft

Property Search Results > 101531 SAN ANTONIO ISD for  
Year 2022

Tax Year: 2022 - Values not available

Property

Account

Property ID:	101531	Legal Description:	NCB 132 LOT 38 FOX TECH HIGH SCHOOL
Geographic ID:	00132-000-0381	Zoning:	D
Type:	Real	Agent Code:	
Property Use Code:	5088		
Property Use Description:	EXEMPT - MISC USE		

Protest

Protest Status:  
Informal Date:  
Formal Date:

Location

Address:	CAMARON ST SAN ANTONIO, TX 78205	Mapsco:	616E4
Neighborhood:	NBHD code10062	Map ID:	
Neighborhood CD:	10062		

Owner

Name:	SAN ANTONIO ISD	Owner ID:	70345
Mailing Address:	141 LAVACA ST SAN ANTONIO, TX 78210-1099	% Ownership:	100.000000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
-----			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
-----			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
-----			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

22

Owner: SAN ANTONIO ISD

% Ownership: 100.0000000000%

Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA009	San Antonio TIF #9 Houston Street	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

### Improvement / Building

No improvements exist for this property.

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	SCH	School	2.4670	107462.52	0.00	0.00	N/A	N/A

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$0	\$0	0	0	\$0	\$0
2020	\$0	\$0	0	0	\$0	\$0
2019	\$0	\$0	0	0	\$0	\$0
2018	\$0	\$0	0	0	\$0	\$0

### Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
---	-----------	------	-------------	---------	---------	--------	------	-------------

2022 data current as of Dec 14 2021 1:19AM.

2021 and prior year data current as of Dec 3 2021 6:20AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

This year is not certified and ALL values will be represented with "N/A".



**Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Drivers License Number.**

**CORRECTION DEED**

STATE OF TEXAS        }  
                                  }  
COUNTY OF BEXAR    }                   **KNOW ALL MEN BY THESE PRESENTS:**

**Description of the Prior Deed: Dedication instrument dated September 24, 2020, conveying real property described in Exhibit “A,” which is attached hereto and incorporated herein, from the San Antonio Independent School District, as grantor, to the City of San Antonio, as grantee, recorded in Document Number 20200247442, Official Public Records of Bexar County, Texas.**

**The Prior Deed contains defects as to form, and it is necessary to correct the instrument in this regard. This is a Correction Deed, given and accepted as such in substitution for the Prior Deed, and it shall be, to the extent allowed by law, effective as of and retroactive to September 24, 2020.**

**THAT, SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**, a Texas political subdivision, hereinafter referred to as “**GRANTOR**”, by and through its governing body pursuant to a resolution approved by said governing body on \_\_\_\_\_, 2021, , for good and valuable consideration, the sufficiency of which are hereby acknowledged, hereby **GRANTS and CONVEYS, to THE CITY OF SAN ANTONIO**, a municipal corporation of Bexar County, Texas, hereinafter referred to as “**GRANTEE**” whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for and in consideration of the benefits which will accrue to **GRANTOR**, to **GRANTOR’S** other property and to the public generally, the following described parcel of land (the “Property”) in fee simple:

**BEING A 0.1693 OF AN ACRE (7,376 SQUARE FEET) PARCEL OF LAND LOCATED IN THE SAN ANTONIO TOWN TRACT SURVEY, ABSTRACT NO. 20, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING OUT OF A CALLED 2.467-ACRE TRACT KNOWN AS LOT 38, CITY BLOCK (C.B.) 132, FOX TECH HIGH SCHOOL, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO THE PLAT THEREOF RECORDED ON JULY 20, 2001 IN VOLUME 9551, PAGE 120, DEED AND PLAT RECORDS OF BEXAR COUNTY TEXAS; SAID 0.1693 (7,376 SQUARE FEET) OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY ATTACHED EXHIBIT “A” HERETO AND MADE A PART HEREOF.**

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **GRANTEE**, its successors and assigns forever; to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

This conveyance is made by **GRANTOR** and accepted by **GRANTEE** subject to (i) all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil, gas and mineral interests, and water interests outstanding in persons other than **GRANTOR**, and other instruments; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights and obligations, and (ii) all matters that would be shown by an accurate survey of the Property.

**GRANTEE**, by its acceptance of the Property, agrees that the Property is accepted by **GRANTEE** in its present condition, “**AS IS, WHERE IS**”, with all faults, if any, and without warranty whatsoever expressed or implied.

Executed this \_\_\_\_ day of January, A.D., 2022 by the presiding officer for the governing body on behalf of the **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**.

**GRANTOR: SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Christina Martinez, President  
Board of Trustees for the San Antonio Independent School District

**Approved As To Form:**

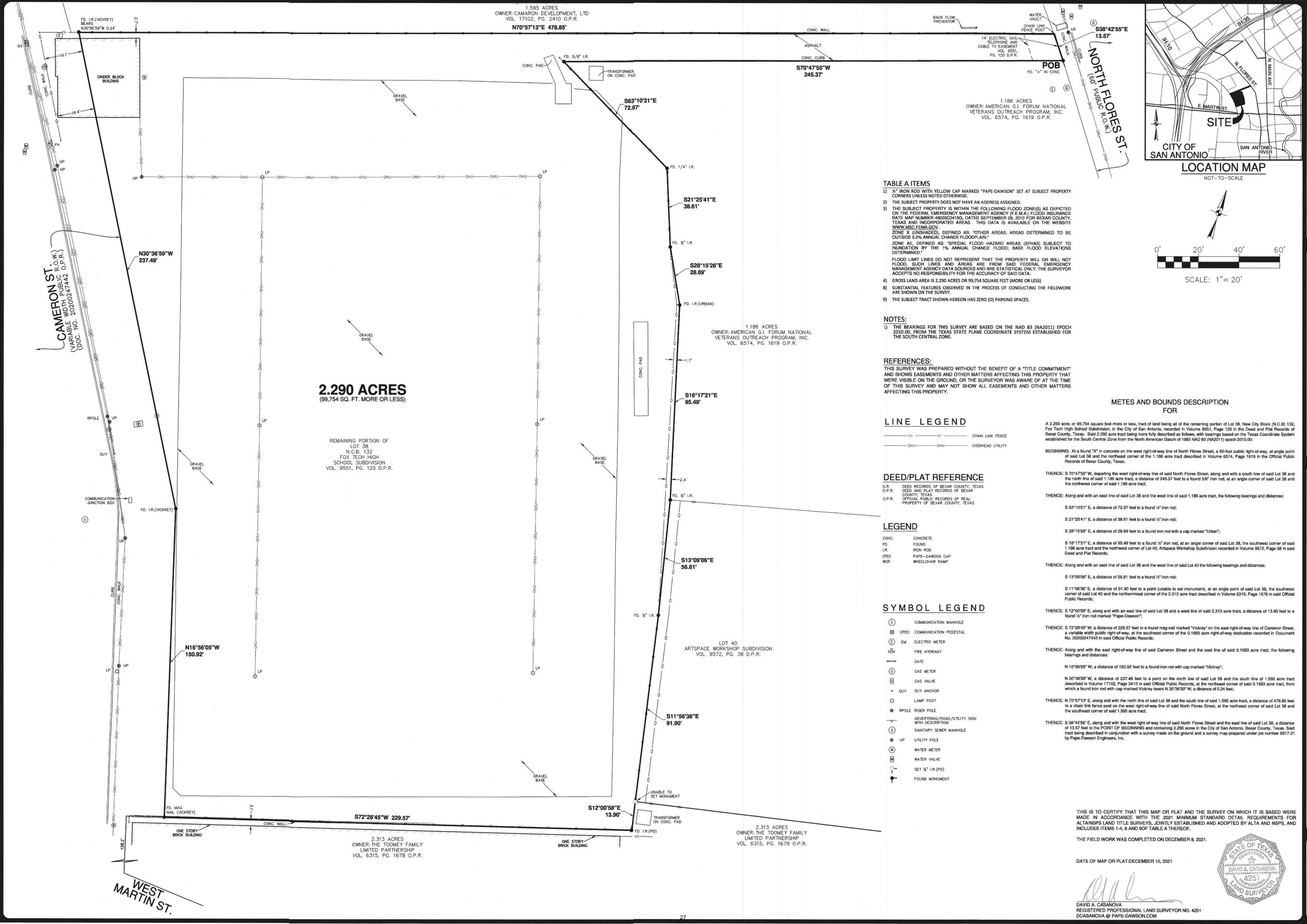
\_\_\_\_\_  
Grantee's Attorney

**STATE OF TEXAS    }**  
                                  }  
**COUNTY OF BEXAR  }**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Christina Martinez, President of the Board of Trustees of and on behalf of the San Antonio Independent School District, a Texas political subdivision.

\_\_\_\_\_  
**NOTARY PUBLIC STATE OF TEXAS**

Date: Dec 21, 2021, 8:41am, User: D:\awright  
File: N:\Survey\21\21-9300\9317-21\9317-21\_B5.dwg



**2.290 ACRES**  
(99,754 SQ. FT. MORE OR LESS)

REMAINING PORTION OF  
LOT 38  
N.C.B. 132  
FOX TECH HIGH  
SCHOOL SUBDIVISION  
VOL. 9551, PG. 120 D.P.R.

1.186 ACRES  
OWNER: AMERICAN G.I. FORUM NATIONAL  
VETERANS OUTREACH PROGRAM, INC.  
VOL. 6574, PG. 1619 O.P.R.

LOT 40  
ARTSPACE WORKSHOP SUBDIVISION  
VOL. 9572, PG. 38 D.P.R.

2.313 ACRES  
OWNER: THE TOOMEY FAMILY  
LIMITED PARTNERSHIP  
VOL. 6315, PG. 1678 O.P.R.

**TABLE A ITEMS**

- 1) 3/4" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE SUBJECT PROPERTY DOES NOT HAVE AN ADDRESS ASSIGNED.
- 3) THE SUBJECT PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP NUMBER 48020CH183, DATED SEPTEMBER 28, 2010 FOR BEAR COUNTY, TEXAS AND INCORPORATED AREAS. THIS DATA IS AVAILABLE ON THE WEBSITE WWW.SC.FEMA.GOV. ZONE X (UNSHADED), DEFINED AS: "OTHER AREAS; AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN." ZONE AE, DEFINED AS: "SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD; BASE FLOOD ELEVATIONS DETERMINED." FLOOD LIMIT LINES DO NOT REPRESENT THAT THE PROPERTY WILL OR WILL NOT FLOOD. SUCH LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL ONLY. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA.
- 4) GROSS LAND AREA IS 2,290 ACRES OR 99,754 SQUARE FEET (MORE OR LESS)
- 5) SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN ON THE SURVEY.
- 6) THE SUBJECT TRACT SHOWN HEREON HAS ZERO (0) PARKING SPACES.

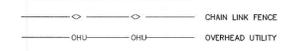
**NOTES:**

- 1) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NAD 83 (NA2011) EPOCH 2010.00, FROM THE TEXAS STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

**REFERENCES:**

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A "TITLE COMMITMENT" AND SHOWS EASEMENTS AND OTHER MATTERS AFFECTING THIS PROPERTY THAT WERE VISIBLE ON THE GROUND, OR THE SURVEYOR WAS AWARE OF AT THE TIME OF THIS SURVEY AND MAY NOT SHOW ALL EASEMENTS AND OTHER MATTERS AFFECTING THIS PROPERTY.

**LINE LEGEND**



**DEED/PLAT REFERENCE**

D.P.R. DEED RECORDS OF BEAR COUNTY, TEXAS  
D.P.R. DEED AND PLAT RECORDS OF BEAR COUNTY, TEXAS  
O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEAR COUNTY, TEXAS

**LEGEND**

- CONC. CONCRETE
- FD. FOUND
- I.R. IRON ROD
- (PD) PAPE-DAWSON CAP
- WCR WHEELCHAIR RAMP

**SYMBOL LEGEND**

- (C) COMMUNICATION MANHOLE
- (CPED) COMMUNICATION PEDESTAL
- (EM) ELECTRIC METER
- (FH) FIRE HYDRANT
- (G) GATE
- (GM) GAS METER
- (GV) GAS VALVE
- (GUY) GUY ANCHOR
- (L) LAMP POST
- (RP) RISER POLE
- (A/R) ADVERTISING/ROAD/UTILITY SIGN WITH DESCRIPTION
- (S) SANITARY SEWER MANHOLE
- (UP) UTILITY POLE
- (WM) WATER METER
- (WV) WATER VALVE
- (S 1/2" I.R.(PD)) SET 1/2" I.R.(PD)
- (M) FOUND MONUMENT

**METES AND BOUNDS DESCRIPTION FOR**

A 2,290 acre, or 99,754 square feet more or less, tract of land being all of the remaining portion of Lot 38, New City Block (N.C.B.) 132, Fox Tech High School Subdivision, in the City of San Antonio, recorded in Volume 9551, Page 120 in the Deed and Plat Records of Bear County, Texas. Said 2,290 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

- BEGINNING:** At a found "X" in concrete on the west right-of-way line of North Flores Street, at an angle point of said Lot 38 and the northeast corner of the 1.186 acre tract described in Volume 6574, Page 1619 in the Official Public Records of Bear County, Texas;
- TENCENCE:** S 70°47'55" W, departing the west right-of-way line of said North Flores Street, along and with a south line of said Lot 38 and the north line of said 1.186 acre tract, a distance of 245.37 feet to a found 3/4" iron rod, at an angle corner of said Lot 38 and the northeast corner of said 1.186 acre tract;
- TENCENCE:** Along and with an east line of said Lot 38 and the west line of said 1.186 acre tract, the following bearings and distances:
- S 83°10'21" E, a distance of 72.97 feet to a found 1/4" iron rod;
  - S 21°25'41" E, a distance of 38.61 feet to a found 1/2" iron rod;
  - S 28°15'26" E, a distance of 28.69 feet to a found iron rod with a cap marked "Urban";
  - S 16°17'21" E, a distance of 95.49 feet to a found 1/2" iron rod, at an angle corner of said Lot 38, the southwest corner of said 1.186 acre tract and the northeast corner of Lot 40, ArtSpace Workshop Subdivision recorded in Volume 9572, Page 38 in said Deed and Plat Records;
- TENCENCE:** Along and with an east line of said Lot 38 and the west line of said Lot 40 the following bearings and distances:
- S 13°09'06" E, a distance of 56.81 feet to a found 1/4" iron rod;
  - S 11°56'36" E, a distance of 91.90 feet to a point (unable to set monument), at an angle point of said Lot 38, the southwest corner of said Lot 40 and the northernmost corner of the 2.313 acre tract described in Volume 6315, Page 1678 in said Official Public Records;
- TENCENCE:** S 12°00'58" E, along and with an east line of said Lot 38 and the west line of said 2.313 acre tract, a distance of 13.90 feet to a found 1/2" iron rod marked "Pape-Dawson";
- TENCENCE:** S 72°28'45" W, a distance of 229.57 feet to a found mag nail marked "Vickrey" on the east right-of-way line of Cameron Street, a variable width public right-of-way, at the southeast corner of the 0.1693 acre right-of-way dedication recorded in Document No. 20200247442 in said Official Public Records;
- TENCENCE:** Along and with the east right-of-way line of said Cameron Street and the east line of said 0.1693 acre tract, the following bearings and distances:
- N 16°56'05" W, a distance of 150.92 feet to a found iron rod with cap marked "Vickrey";
  - N 30°36'59" W, a distance of 237.49 feet to a point on the north line of said Lot 38 and the south line of 1.595 acre tract described in Volume 17102, Page 2410 in said Official Public Records, at the northeast corner of said 0.1693 acre tract, from which a found iron rod with cap marked Vickrey bears N 30°36'59" W, a distance of 0.24 feet;
- TENCENCE:** N 70°57'13" E, along and with the north line of said Lot 38 and the south line of said 1.595 acre tract, a distance of 478.85 feet to a chain link fence post on the west right-of-way line of said North Flores Street, at the northeast corner of said Lot 38 and the southeast corner of said 1.595 acre tract;
- TENCENCE:** S 38°42'55" E, along and with the west right-of-way line of said North Flores Street and the east line of said Lot 38, a distance of 13.57 feet to the POINT OF BEGINNING and containing 2,290 acres in the City of San Antonio, Bear County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9317-21 by Pape-Dawson Engineers, Inc.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 8 AND 9 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON DECEMBER 8, 2021.

DATE OF MAP OR PLAT: DECEMBER 10, 2021

DAVID A. CASANOVA  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251  
DCASANOVA@PAPE-DAWSON.COM



NO.	REVISION	DATE
1	REVISED BOUNDARY	12/20/21

**PAPE-DAWSON ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 HWY LOOP 410 | SAN ANTONIO, TX 78213 | 210.376.9000  
THEPE FIRM REGISTRATION 4470 | TPELS FIRM REGISTRATION #1028900

**ALTA/NSPS LAND TITLE SURVEY**

A 2,290 ACRE, OR 99,754 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING ALL OF THE REMAINING PORTION OF LOT 38, NEW CITY BLOCK (N.C.B.) 132, FOX TECH HIGH SCHOOL SUBDIVISION, IN THE CITY OF SAN ANTONIO, RECORDED IN VOLUME 9551, PAGE 120 IN THE DEED AND PLAT RECORDS OF BEAR COUNTY, TEXAS.

JOB NO.	9317-21
DATE	NOVEMBER 2018
CHECKED AP	DRAWN DOW
CIVIL JOB NO.	---
REFERENCE:	9167-18
SHEET	1 OF 1

PROJECT NAME: FOX TECH

METES AND BOUNDS DESCRIPTION  
FOR

A 2.290 acre, or 99,754 square feet more or less, tract of land being all of the remaining portion of Lot 38, New City Block (N.C.B) 132, Fox Tech High School Subdivision, in the City of San Antonio, recorded in Volume 9551, Page 120 in the Deed and Plat Records of Bexar County, Texas. Said 2.290 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

**BEGINNING:** At a found "X" in concrete on the west right-of-way line of North Flores Street, a 60-foot public right-of-way, at angle point of said Lot 38 and the northeast corner of the 1.186 acre tract described in Volume 6574, Page 1619 in the Official Public Records of Bexar County, Texas;

**THENCE:** S 70°47'55" W, departing the west right-of-way line of said North Flores Street, along and with a south line of said Lot 38 and the north line of said 1.186 acre tract, a distance of 245.37 feet to a found 5/8" iron rod, at an angle corner of said Lot 38 and the northwest corner of said 1.186 acre tract;

**THENCE:** Along and with an east line of said Lot 38 and the west line of said 1.186 acre tract, the following bearings and distances:

S 63°10'21" E, a distance of 72.97 feet to a found ¼" iron rod;

S 21°25'41" E, a distance of 38.61 feet to a found ½" iron rod;

S 28°15'26" E, a distance of 28.69 feet to a found iron rod with a cap marked "Urban";

S 16°17'21" E, a distance of 95.49 feet to a found ½" iron rod, at an angle corner of said Lot 38, the southwest corner of said 1.186 acre tract and the northwest corner of Lot 40, Artspace Workshop Subdivision recorded in Volume 9572, Page 38 in said Deed and Plat Records;

**THENCE:** Along and with an east line of said Lot 38 and the west line of said Lot 40 the following bearings and distances:

S 13°09'06" E, a distance of 56.81 feet to a found ½" iron rod;

S 11°56'36" E, a distance of 91.90 feet to a point (unable to set monument), at an angle point of said Lot 38, the southwest corner of said Lot 40 and the northernmost corner of the 2.313 acre tract described in Volume 6315, Page 1678 in said Official Public Records;

THENCE: S 12°00'58" E, along and with an east line of said Lot 38 and a west line of said 2.313 acre tract, a distance of 13.90 feet to a found ½" iron rod marked "Pape-Dawson";

THENCE: S 72°28'45" W, a distance of 229.57 feet to a found mag nail marked "Vickrey" on the east right-of-way line of Cameron Street, a variable width public right-of-way, at the southeast corner of the 0.1693 acre right-of-way dedication recorded in Document No. 20200247442 in said Official Public Records;

THENCE: Along and with the east right-of-way line of said Cameron Street and the east line of said 0.1693 acre tract, the following bearings and distances:

N 16°56'05" W, a distance of 150.92 feet to a found iron rod with cap marked "Vickrey";

N 30°36'59" W, a distance of 237.49 feet to a point on the north line of said Lot 38 and the south line of 1.595 acre tract described in Volume 17102, Page 2410 in said Official Public Records, at the northeast corner of said 0.1693 acre tract, from which a found iron rod with cap marked Vickrey bears N 30°36'59" W, a distance of 0.24 feet;

THENCE: N 70°57'13" E, along and with the north line of said Lot 38 and the south line of said 1.595 acre tract, a distance of 478.85 feet to a chain link fence post on the west right-of-way line of said North Flores Street, at the northeast corner of said Lot 38 and the southeast corner of said 1.595 acre tract;

THENCE: S 38°42'55" E, along and with the west right-of-way line of said North Flores Street and the east line of said Lot 38, a distance of 13.57 feet to the POINT OF BEGINNING and containing 2.290 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9317-21 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: December 20, 2021  
JOB NO. 9317-21  
DOC. ID. N:\Survey21\21-9300\9317-21\Word\9317-21 FN.docx



**SAISD BOARD AGENDA  
SUMMARY FORM**

---

**AGENDA TITLE:** Presentation on Construction Delivery Methods

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

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

**PRESENTER:** Kedrick Wright, Deputy Chief Operations Officer, Construction and Development Services

**MEETING DATE:** January 18, 2022

---

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

The Board will receive a presentation on the Construction Delivery Methods available to SAISD per Texas Government Code. The presentation will also include staff's recommendation on which Construction Delivery Methods offer SAISD the best value in delivering Bond 2020 projects.

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

N/A

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

N/A

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

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

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** **Approval of the Agreement for Community-Based Work Based Learning Program Between SAISD and Goodwill San Antonio**

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

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

**PRESENTER:**     Dr. Kristen Williams, Executive Director, Disability and Learning Support Services

**MEETING DATE:** January 18, 2022

---

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

The Board is requested to approve the Agreement for Community-Based Work Based Learning Program (Agreement) between SAISD and Goodwill San Antonio in support of the Adult Years Vocational Program at the comprehensive high schools.

High school and 18+ students enrolled in work-based learning courses will generalize skills learned in the work-based learning classroom and receive job related experience within the community. This experience will prepare them to enter the workforce in either paid or unpaid employment.

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

Resolve that the Board approve the proposed Agreement as presented.

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

Services are provided at no cost to the District.

### **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 INDEPENDENT SCHOOL DISTRICT  
DEPARTMENT OF DISABILITY SERVICES  
514 W. Quincy Street  
San Antonio, Texas 78212  
(210) 354-9565

**AGREEMENT FOR  
COMMUNITY-BASED WORK BASED LEARNING PROGRAM**

Goodwill San Antonio, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately 5-10 San Antonio ISD high school students with disabilities, who are in the district's Work Based Learning program (WBL). This training is offered to the students by SAISD as part of the students' Individual Education Plan (IEP). The primary goal of the program is to provide students with disabilities supervised training as a foundation for future employment. The program provides students with opportunities to explore their vocational options in a variety of real work experiences that cannot be duplicated in school or in simulated work settings. The presence of the student in the work place of the business will not create an employer-employee relationship between the business and the student, inasmuch as (1) it is not the intent of the parties here to create such a relationship, (2) the student is not being paid by the business, (3) the work place of the business is an extended classroom for the student, (4) although the student will perform duties similar to those performed by employees of the business, the student will not be used to displace any employee or impair existing contracts for service, (5) there is no expectation or commitment for employment upon completion of the training, and (6) the student's training shall be supervised by SAISD personnel, rather than business personnel. This training is not designed to enable the student to accept an appointment to a position when the work training period is completed, but is designed to allow the student to develop job skills in a variety of areas as part of an approved Individual Education Plan. There is no commitment on the part of the business to employ the student at the completion of the work training experience.

This vocational training experience will be used by SAISD high school students with disabilities to develop job, social, and behavioral skills that are necessary to secure and retain a job in a competitive job environment. The business hereby agrees to: (1) work with the Special Education Program to determine days and hours of training, (2) provide access to and the necessary work space for SAISD staff to analyze and train students, (3) provide equipment, safety equipment, and supplies necessary to complete assigned responsibilities, (4) provide feedback on the performance of SAISD staff and students, (5) notify SAISD prior to changes in any placement or schedule, and (6) provide a variety of options for students.

SAISD agrees to: (1) perform job analysis based on the student's needs and assessment results, (2) provide students for the positions, (3) provide comprehensive training at the work site (SAISD staff remains with the students), (4) assure quality control and job completion, (5) collect information on each student's performance, productivity and other job related information, (6) ensure that all activities are educational in nature and conducted for the benefit of the student, (7) ensure that the time in attendance at the school plus the time in attendance at the business does not exceed the time the student would be required to attend school if following a normal academic schedule, (8) inform the student and the student's guardian that there is no entitlement to a job at the conclusion of the training period, (9) inform the student and the student's guardian that the student will not be paid any wages for the time spent at the training site and (10) inform the student they must return to the business any uniforms, safety equipment or anything else that was issued to the student at the end of the training period.

Students participating in this training program at Goodwill San Antonio are students of the San Antonio Independent School District. Students are aged 16-21 and are enrolled in the San Antonio ISD. Students must meet program criteria and guidelines and have an ARD committee determination to remain in the WBL program.

This work experience will take place during the academic school year 2021-22. The students will train at the business 3-5 days on normal school days for 2-4 hours per day.

If during the term of this agreement, any issue arises that cannot be resolved after reasonable negotiation, neither party shall be bound to continue participation in this program.

IN WITNESS WHEREOF, San Antonio Independent School District and Business have executed this Agreement, effective the date first herein written.

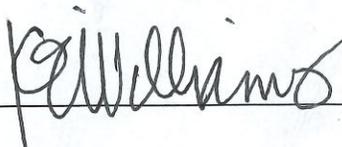
**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By (*printed name*): Dr. Robert Jaklich, Interim Superintendent  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUSINESS/BUSINESS REPRESENTATIVE**

By (*printed name*): Janice Bunch – President & COO DGR Operations  
Signature:   
Date: 11/15/21

Telephone: (210) 924-8581, ext 8216

Signature of SAISD Staff Contact: 

(*printed name*): Dr. Kristen Williams  
Executive Director  
Department: Department of Disability Services  
Phone number: (210) 354-9565



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Disability Services
Board Meeting Date:	January 18, 2022
Agenda Title:	Approval of the Agreement for Community-Based Work Based Learning Program Between SAISD and Goodwill San Antonio
Presenter:	Dr. Kristen Williams, Executive Director, Disability and Support Services
Cost:	\$0
Board Goal:	Increase the percent of College, Career, & Military Ready (CCMR)

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
102	11	8	\$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>Participating students will complete high school coursework under the graduation code 54 – obtained full-time employment or 55 – obtained employability skills, which allows them to be counted under CCMR. Participating students will gain experience in interviewing for jobs as well as maintain employment. By utilizing entities within the community, San Antonio ISD strengthens ties with current and potential stakeholders which affords business leaders opportunities to learn how to work with potential employees with disabilities.</p>
--	--

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas Diaper Bank (TDB)

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

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

**PRESENTER:** Victoria Bustos, Executive Director, Student and Academic Support

**MEETING DATE:** January 18, 2022

---

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

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and the Texas Diaper Bank (TDB). The program focuses on providing school age parents with access to diapers, wipes, and other healthcare necessities. School age parents are enrolled in educational parenting and health classes using *My Healthy Child and Calm Parent* evidence-based programs. The SAISD School Age Parenting Program (SAPP) is dedicated to helping teen parents stay in school, reducing dropout rates, and encouraging healthy child development.

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

Recommend the Board approves the MOU with the Texas Diaper Bank as presented.

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

N/A

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

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



MEMORANDUM OF UNDERSTANDING BETWEEN  
*San Antonio Independent School District & Texas Diaper Bank*

This Memorandum of Understanding (“Agreement”) is made effective November 1<sup>st</sup>, 2021 (hereinafter referred to as the “Effective Date”), and entered into by and between San Antonio Independent School District (hereinafter referred to as “Recipient Agency”) and the Texas Diaper Bank is a diaper bank incorporated in the State of Texas with a 501(c)(3) designation (hereinafter referred to as “TDB”). The following are the terms and conditions for reception of products from the Texas Diaper Bank (TDB) through an established partnership.

**A. TERM AND CONDITIONS.**

A.1 The Recipient Agency certifies that it is a nonprofit 501(c)(3) social service agency, a religious organization in good standing, a school family resource center, or other governmental agency providing social services to individuals or families with an income level of 150% below the 2021 Federal Poverty Guidelines.

\_\_\_\_\_  
Initials

A.2 As a participant in the TDB Program(s), the Recipient Agency will provide TDB products only to individuals who enroll and participate in their case management, applied health, parenting, or nutrition education, and/or a self-sufficiency component in addition to meeting the Income Requirements established in **section A.1**. TDB products are to be provided as a support service in addition to a primary service designated by the Recipient Agency following the distribution cap per individual served designated by TDB. Items will be used to provide services to the clients using services approved and outlined in **section A.6** of the Recipient Agency and may not be used as gifts to staff or volunteers. The Recipient Agency may not sell, trade, or barter items obtained from the TDB.

\_\_\_\_\_  
Initials

A.3 TDB requires that the Recipient Agency will ensure that proper records and intake forms be maintained to support the distribution of the TDB products. TDB may require that the Recipient Agency provide copies of these records for review. TDB will require a monthly report be completed and submitted to TDB by the designated at the start of the Effective Date. All information will be kept in a secure manner and not released to any external organization other than in aggregate for grant writing and audit purposes. Disclosure of information regarding Recipient Agency’s clients is subject to applicable privacy laws and regulations.

\_\_\_\_\_  
Initials

TDB requires that the Recipient Agency will ensure that the clients that they serve are attending any school within the San Antonio Independent School District.

A.4 **Non-discrimination** Both Parties shall conduct all related activities to the Agreement in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, veteran status, or marital or family status. Further, the Recipient Agency will not require attendance at religious services as a condition of assistance in any of the programs that distribute diapers, nor will any client be forced or required to endure religious proselytizing of any type.

\_\_\_\_\_  
Initials

A.5 Should the Recipient Agency undergo program closures, changes and/or expansion, Recipient Agency must provide a 90-day notice in writing and delivered via email with a copy sent through U.S. mail and shall be effective when received on a business day the designated TDB email address (or the next following business day if received outside normal business hours or on a non-business day). Should the Recipient Agency suspend operating hours and enforce Agency closures effective immediately, immediate notice must be given to the designated TDB staff via email with reason and duration of closure.

\_\_\_\_\_  
Initials



MEMORANDUM OF UNDERSTANDING BETWEEN  
San Antonio Independent School District & Texas Diaper Bank  
Texas Diaper Bank

To TDB:

Attn.: Alyssa Dominguez, Program Manager;  
Ashley Hernandez, Program Officer;  
Jessica Robinson, Program Coordinator  
1803 Grandstand Dr., Suite 150  
San Antonio, Texas 78238

Email: [ADominguez@TexasDiaperBank.org](mailto:ADominguez@TexasDiaperBank.org)

Email: [AHernandez@TexasDiaperBank.org](mailto:AHernandez@TexasDiaperBank.org)

Email: [JRobinson@TexasDiaperBank.org](mailto:JRobinson@TexasDiaperBank.org)

**Program Expansion** After receiving an expansion and/or program changes notice from the Recipient Agency, it is at TDB’s discretion to determine if the expansion and/or changes adhere to the terms of the Agreement and if the product cap established will be changed/alterd.

A.6 **Program(s) and Primary Service(s) using TXDB products as a support service:**

Initials

Program Name: <u>School Age Parenting</u>	Service: <u>Education Classes</u>
Program Name: _____	Service: _____

A.7 **Communication Behavior and Contact** Recipient Agency agrees to hold all staff and volunteers responsible in maintaining a professional and respectful manner when communicating with TDB staff and volunteers. Any act deemed unprofessional will be terms for suspension or termination of this Agreement. The Recipient Agency, in whole, agrees to restrict any contact to TDB’s national partner organization(s), business(es), or corporation(s) under any circumstance. Recipient Agency shall refer to the contact information outlined in **section A.5** when communicating with TDB in regards to questions, inquiries, or concerns. Failure to follow procedures outlined in **section A.7** will result in Recipient Agency immediate suspension or termination of this Agreement.

Initials

A.8 **Non-Disparagement** Recipient Agency, in whole, for the duration of the Agreement and thereafter shall in no way deprecate, impugn, or otherwise make any remarks directly or indirectly, in public or in private, to defame TDB, its employees, products, or reputation. Nor shall staff or volunteers assist any person, firm, or company in doing so. Failure to follow procedures outlined in **section A.8** will result in Recipient Agency immediate suspension or termination of this Agreement.

Initials

A.9 **Indemnification** To the furthest extent of the law the Recipient Agency shall release, indemnify, defend, and hold harmless TDB, their affiliated agencies, and their respective officers/officials, directors, employees, agencies, contractors, representatives, and also TDB clients from and against all liabilities directly or indirectly arising out of, resulting from or related to Recipient Agency’s use or handling of items in connection with this agreement.

Initials



MEMORANDUM OF UNDERSTANDING BETWEEN  
San Antonio Independent School District & Texas Diaper Bank

“Liabilities” means demands, claims, causes of action, costs, damages, expenses, fines, suits, judgments, arbitration awards, liabilities, losses, obligations and penalties, including court costs, defense costs and reasonable attorney’s fees. Such indemnity shall not apply to any liabilities resulting from the negligence of willful misconduct of TDB or Recipient Agency.

**B. MEMBERSHIP, PRODUCTS AND STORAGE.**

Initials B.1 TDB will provide products on an “As Available” basis. TDB may cap the number of items that will be distributed monthly; however, TDB will notify the Recipient Agency of additional items or increases. Prior to receiving TDB products, the Recipient Agency must select their Membership Tier option for 2021 below and **must match the Membership Form provided:**

**Membership Tier Selection:**

- Tier 1:** Servicing up to 499 Individuals
- Tier 2:** Servicing 500-1,499 Individuals
- Tier 3:** Servicing 1,500-3,499 Individuals
- Tier 4:** Servicing 4,000-6,999 Individuals
- Top Tier:** Servicing 7,000-19,999 Individuals
- Incontinence Tier:** Servicing 50-3,000 Individuals \*Applicable to Incontinence only agencies

**Additional Fees** It is the responsibility of the Recipient Agency to adhere to monthly due dates designated starting the Effective Date. Should these guidelines not be followed; TDB has the right to implement Late Fee(s) as fit. Should the Recipient Agency not select the Monthly Deliveries option for the effective Agreement, a Delivery Fee will be applied for each month of a fulfilled Delivery Request.

Initials B.2 **Receiving TDB Product** Recipient Agency will pick up items at the TDB facility in which they are stored, or an agreed upon location designated for delivery. Any injury sustained by employees, representatives, and/or agents of the Recipient Agency while at the storage premises are neither the fault nor the responsibility of TDB. The Recipient Agency is responsible for maintaining the necessary insurance such as workers’ compensation coverage, general liability coverage, and automobile insurance coverage. Proof of insurance or a Certificate of Insurance may be requested by TDB at any time.

Initials B.3 The Recipient Agency must provide a secure storage space for storage of product(s) distributed by TDB. All storage is subject to inspection by appointed TDB Representative(s).

Initials B.4 The Recipient Agency acknowledges that TDB receives products by others or purchased through a vendor. Although TDB believes, to its best knowledge, that these items are safe, TDB has not inspected these items for safety or other matters. It is the responsibility of agency personnel to inspect the items they provide to their clients. TDB reserves the right to place labels on each item containing its logo.

Initials B.5 The Recipient Agency agrees that they shall not represent in any way an employee or agent of TDB or act as a Third-Party Distributor to other organizations. Nothing herein shall be construed as creating an employer/employee relationship between the parties.

MEMORANDUM OF UNDERSTANDING BETWEEN  
*San Antonio Independent School District & Texas Diaper Bank*

**C. AGREEMENT TERMS; SUSPENSION AND TERMINATION NOTICE.**

C.1 **Agreement Term** This Agreement shall be in effect for a period ending on December 31, 2022.

\_\_\_\_\_  
**Initials**

C.2 **Agreement Acknowledgement** It will be the responsibility of the Recipient Agency, staff signing off on Agreement, to ensure its entire staff is aware of all provisions of this agreement. In agreement to the terms above, the undersigned declares that they have the authority to execute this agreement.

\_\_\_\_\_  
**Initials**

C.3 **Support of Partnership** TDB asks for the support of the Recipient Agency including, but not limited to letters of support, promotion of partnership in website/press release(es)/media/etc., pictures, surveys and use of the Recipient Agencies' logo may be requested for use in grants, promotional material, or other items. TDB also requires for Recipient Agency to visibly post TDB signage, provided by TDB, in recognition of partnership.

\_\_\_\_\_  
**Initials**

C.4 **Suspension** Recipient Agency may be placed on suspension by TDB until a specific problem or issue is corrected. While under suspension, the Recipient Agency will lose its TDB partnership privileges, including the ability to order and receive TDB products. A Recipient Agency under suspension may be terminated by TDB if the Recipient Agency fails to correct the issue within the timeframe provided and maintain Agreement compliance.

\_\_\_\_\_  
**Initials**

C.5 **Compliance Review Period** Should TDB receive complaints regarding the operations used to distribute TDB Products, the Recipient Agency will undergo a Compliance Review Period in which a TDB representative will conduct an investigation based on the claims made and compliance to this Agreement.

\_\_\_\_\_  
**Initials**

C.6 **Compliance Review Procedure** Below is the procedure to be conducted should the Recipient Agency be placed under a Compliance Review Period described in **section C.5**.

\_\_\_\_\_  
**Initials**

-  TDB will notify the Recipient Agency by telephone, email, or visit, of the compliance issue and an investigation will begin.
-  A letter by a TDB representative will follow the phone conversation, email, or agency visit.
-  The Recipient Agency will be notified in writing of the actions to be taken during the investigation including but not limited to: suspending partnership privileges, review of Recipient Agency records and procedures, storage and distribution of TDB Products, site visits, calls, etc.
-  The Compliance Review period may span up to 6-months from the start of the investigation.
-  The Recipient Agency will be notified in writing of the conclusions from the investigations and any actions to be taken by the Recipient Agency to follow the Agreement.
-  TDB reserves the right to end the Agreement prior to the Agreement Term in **section C.1**.
-  The Compliance Review Period will be documented in the Recipient Agency's file





## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student and Academic Support Services
Board Meeting Date:	January 18, 2022
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas Diaper Bank (TDB)
Presenter:	Victoria Bustos, Executive Director, Student and Academic Support Services
Cost:	N/A
Board Goal:	Ensure Proficiency – Increase the percent of on-time, 4-year graduation and decrease dropout rates.

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
80	0	7	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>The SAISD School Age Parenting (SAPP) program provides educational programs and support services designed to improve school attendance, increase graduation rates, and enhance parenting skills. This MOU will assist in providing the integration of stress-reducing techniques and valuable parenting skills while also providing access to diapers and wipes.</p>
--	---

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Jewish Family Service

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

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

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

**MEETING DATE:** January 18, 2022

---

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

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Jewish Family Service. Jewish Family Service (JFS) will function as the lead agency for the San Antonio Mobile Mental Wellness Collaborative and will facilitate mental health services provided to the SAISD community including students, families, teachers, and administrators of the District. JFS will partner with Family Service Association, Children’s Bereavement Center, and Rise Recovery to provide mental health professionals at eight SAISD high schools. Working alongside school counselors, these mental health professionals will provide an array of clinical mental health counseling, support, and resources to students, families, teachers, administrators, and school staff. Services are confidential, available in Spanish, and are provided at no cost to the SAISD community.

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

Recommend that the Board approves the MOU between SAISD and JFS for the San Antonio Mobile Mental Wellness Collaborative as presented.

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

State Compensatory Education Fund 164 will fund the second semester of the 2021-2022 school year in the amount of approximately \$274,000.

164-31-6299-00-xxx-30-860

ESSER funds will be used for the 2022-2023 school year for approximately \$548,000.

### **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 AND MEADOWS MENTAL HEALTH POLICY INSTITUTE**  
**Memorandum of Understanding**

This Memorandum of Understanding (the “Memorandum of Understanding”) between San Antonio ISD (“SAISD”), and Jewish Family Service (JFS) as the lead agency for the San Antonio Mobile Mental Wellness Collaborative and hereinafter referred to as the “SERVICE PROVIDER”), a 501(c)(3) organization authorized to do business in Texas, (individually, a “Party” and collectively, the “Parties”) is entered into on the 1 day of January, 2022.

**ARTICLE I**  
**PURPOSE**

1.01 The purpose of this Memorandum of Understanding is for SAISD to facilitate mental health services by contracting with SERVICE PROVIDER to utilize trained personnel to the benefit of the SAISD community including the students, families, teachers and administrators of the district.

**ARTICLE II**  
**TERM**

2.01 The term of this Memorandum of Understanding is for six months commencing January 1, 2022, and ending June 30, 2022 (the “Term”). A renewal contract will begin on July 1, 2022 for a full twelve-month term.

**ARTICLE III**  
**SERVICES**

3.01 SERVICE PROVIDER shall provide the following mental health & supportive SERVICES:

- a. Jewish Family Service – One FTE with Benefits half a year (\$40,000)
- b. Jewish Family Service – One FTE with Benefits half a year (\$40,000)
- c. Children’s Bereavement Center – One FTE with Benefits half a year (\$40,000)
- d. Children’s Bereavement Center – One FTE with Benefits half a year (\$40,000)
- e. Family Service Association – One FTE with Benefits half a year (\$40,000)
- f. Family Service Association – One FTE with Benefits half a year (\$40,000)
- g. Rise Recovery – One FTE with Benefits half a year (\$29,000)
- h. Coordination and processing fee JFS (\$5,000)

**ARTICLE IV**  
**COMPENSATION**

4.01 Total compensation for a half year of Services provided pursuant to this Memorandum of Understanding shall be **Two Hundred Seventy-Four Thousand Dollars (\$274,000)**.

The second full year of Services (beginning on July 1, 2022) provided pursuant to this Memorandum of Understanding shall be **Five Hundred Forty-Eight Thousand Dollars (\$548,000)**. JFS will send invoice and payment should be made to Jewish Family Service Inc. in the amount of **45,666.66 from July 1, 2022 through June 30, 2023**.

4.02 JFS will send an invoice and payment should be made to Jewish Family Service Inc. JFS will invoice SAISD monthly for the amount of **\$45,666.66 from January 1, 2022 through June 30, 2022**.

**ARTICLE V**  
**CONFIDENTIALITY OF RECORDS & PILOT PARTICIPANTS**

5.01 SERVICE PROVIDER shall maintain strict confidentiality of all information and records relating to clients, and shall not disclose the information, except as required to perform the services pursuant to this Memorandum of Understanding, or as may be required by law.

5.02 SERVICE PROVIDER also agrees to submit to SAISD's background check procedure for any and all staff providing SERVICES to participants.

**ARTICLE VI**  
**DUTY TO REPORT**

6.01 As required by §261.101 and §261.405 of the Texas Family Code, SERVICE PROVIDER shall report any allegation or incident of abuse, exploitation or neglect of a juvenile within twenty-four (24) hours from the time the allegation is made, to all of the following:

- a. Applicable local law enforcement agency (such as the Bexar County Sheriff's Office, San Antonio Police Department, etc.); and
- b. SAISD's specified Representative as designated by SAISD.

**ARTICLE VII**  
**DISCLOSURE OF INFORMATION**

7.01 SERVICE PROVIDER has an affirmative duty under this Memorandum of Understanding to promptly ascertain and disclose in sufficient detail the following information to SAISD's Representative:

- a. Any and all corrective action required by any of SERVICE PROVIDER'S licensing authorities;
- b. Any and all litigation filed against SERVICE PROVIDER, or any of its employees, interns, volunteers, subcontractors, agents and/or consultants who have direct contact with children;
- c. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of SERVICE PROVIDER who has direct contact with children;
- d. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of SERVICE PROVIDER was the alleged or designated perpetrator;
- e. The identity of any of SERVICE PROVIDER's employees, interns volunteers, subcontractors, agents and/or consultants that are registered sex offenders and who have direct contact with children; and

**ARTICLE VIII**  
**EQUAL OPPORTUNITY**

8.01 SERVICE PROVIDER agrees to respect and protect the civil and legal rights of all participants and colleagues. It shall not unlawfully discriminate against any employee, prospective employee, child, childcare provider or parent on the basis of age, race, sex, religion, disability or national origin. SERVICE PROVIDER shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE IX**  
**ASSIGNMENT & SUBCONTRACTING**

9.01 SERVICE PROVIDER may not assign or subcontract any of its rights, duties and/or obligations arising out of this Memorandum of Understanding without the prior written consent of SAISD.

**ARTICLE X**  
**DEFAULT**

10.01 SAISD may, by written Notice of default to SERVICE PROVIDER, terminate the whole or any part of this Memorandum of Understanding as it deems appropriate if SERVICE PROVIDER fails to perform the Services provided for by this Memorandum of Understanding within the time specified herein or any extension thereof and does not cure such failure within a period of ten (10) business days.

**ARTICLE XI**  
**TERMINATION**

11.01 Either Party may terminate this Memorandum of Understanding by:

- a. Giving thirty (30) business days written Notice to the other Party of the intention to terminate; or
- b. Upon the exhaustion of available funds.

**ARTICLE XII**  
**INDEMNIFICATION**

**12.01 SERVICE PROVIDER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAISD EMPLOYEES, REPRESENTATIVES AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN “INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY ARISING OUT OF, RESULTING FROM OR RELATED TO THE ACTS, ERRORS OR OMISSIONS OF SERVICE PROVIDER, INCLUDING ITS EMPLOYEES, OFFICERS, AGENTS AND SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THIS MEMORANDUM OF UNDERSTANDING.**

**SAISD SHALL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION. SERVICE PROVIDER SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE SERVICE PROVIDER OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE SERVICE PROVIDER’S**

**ACTIVITIES UNDER THIS MEMORANDUM OF UNDERSTANDING. NOTHING IN THIS SECTION SHALL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**ARTICLE XIII  
TEXAS LAW TO APPLY**

13.01 This Memorandum of Understanding shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

**ARTICLE XIV  
VENUE**

14.01 Exclusive venue for any litigation arising from this Memorandum of Understanding is in Bexar County, Texas.

**ARTICLE XV  
LEGAL CONSTRUCTION**

15.01 In case any one or more of the provisions contained in this Memorandum of Understanding is for any reason held to be invalid, illegal or unenforceable in any respect, then the invalid, illegal or unenforceable provision shall not affect any other provision hereof and this Memorandum of Understanding shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE XVI  
PRIOR Memorandums of Understanding SUPERSEDED**

16.01 This Memorandum of Understanding constitutes the sole and only Memorandum of Understanding of the Parties respecting the subject matter herein and supersedes any prior understandings or written or oral agreement between the Parties respecting the subject matter herein.

**ARTICLE XVII**  
**AMENDMENTS**

17.01 Any amendments to this Memorandum of Understanding must be in writing, dated subsequent to the date hereof and duly executed by the Parties.

**ARTICLE XVIII**  
**REPRESENTATIONS & WARRANTIES**

18.01 SERVICE PROVIDER hereby verifies, represents and warrants the following:

- a. That it has all necessary right, title, license and authority to enter into this Memorandum of Understanding;
- b. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of Services being contracted; that it is in compliance with all statutory and regulatory requirements for the operation of its business;
- c. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants who have direct contact with children are or will be properly trained in the requirements to report allegations or incidents of abuse, exploitation or neglect of a juvenile when providing Services pursuant to this Memorandum of Understanding.

**ARTICLE XIX**  
**ADDITIONAL TERMS**

19.01 SERVICE PROVIDER shall comply with all applicable federal and state laws and regulations regarding Services delivered pursuant to this Memorandum of Understanding.

19.02 SERVICE PROVIDER shall retain and make available, during normal business hours, to SAISD all financial records, supporting documents, statistical records, and all other records pertinent to the Memorandum of Understanding for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

19.03 In performing the Services pursuant to this Memorandum of Understanding, SERVICE PROVIDER is an independent contractor and no provision of this Memorandum of Understanding shall be construed as making SERVICE PROVIDER the agent, servant or employee of SAISD.

**ARTICLE XX**  
**INSURANCE**

20.01 SERVICE PROVIDER shall procure, pay for and maintain during the Term of this Memorandum of Understanding:

a. Commercial general liability insurance of ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) aggregate coverage, with FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) each occurrence. A sexual abuse endorsement shall be required. SAISD shall be named as an additional insured on this policy.

b. Workers' Compensation insurance -Statutory workers' compensation insurance for all employees of SERVICE PROVIDER with a waiver of subrogation in favor of SAISD. Employer's Liability Insurance with limits of liability not less than:

\$500,000.00 Each Accident  
\$500,000.00 Policy Limit for Disease  
\$500,000.00 Each Employee for Disease

c. Professional Liability Errors and Omissions insurance of ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) each claim and ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) aggregate. The policy shall have an Extended Reporting Period (or tail coverage) extending for a minimum of three (3) years immediately following the policy expiration date.

d. SERVICE PROVIDER shall provide SAISD with Certificates of Insurance and copies of endorsements prior to the execution of this Memorandum of Understanding evidencing that the stated coverages have been obtained.

21.02 SERVICE PROVIDER is responsible for all premiums and deductibles applicable to all of the insurance policies required by Section 21.01.

21.03 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by SAISD, SERVICE PROVIDER shall notify the SAISD of such and shall give such Notices not less than thirty (30) calendar days prior to the change, if SERVICE PROVIDER knows of said change in advance, or ten (10) calendar days' Notice after the change, if SERVICE PROVIDER did not know of the change in advance. Such Notice must be accompanied by a replacement Certificate of Insurance. All Notices shall be given to the SAISD at the following addresses with a copy of this Memorandum of Understanding:

San Antonio ISD  
Attn: SAISD Main Office  
514 W. Quincy Street  
San Antonio, Texas 78212

- 21.04 In addition to any other remedies SAISD may have upon SERVICE PROVIDER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAISD shall have the right to order SERVICE PROVIDER to stop Services, and/or withhold any payment(s) which become due to SERVICE PROVIDER until SERVICE PROVIDER demonstrates compliance with the requirements hereof.
- 21.05 Nothing herein contained shall be construed as limiting in any way the extent to which SERVICE PROVIDER may be held responsible for payments of damages to persons or property resulting from SERVICE PROVIDER of the Services provided pursuant to this Memorandum of Understanding.
- 21.06 It is agreed that SERVICE PROVIDER's insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by SAISD for liability of SERVICE PROVIDER arising out of operation of this Memorandum of Understanding.

**ARTICLE XXI**  
**NOTICE**

21.01 All notices to be provided pursuant to this Memorandum of Understanding ("Notice") must refer to this Memorandum of Understanding and be in writing, and must be either personally delivered against a written receipt thereof or submitted by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper Party at the addresses which appear below, or at such other address as the Parties may designate in writing. All Notices sent by mail will be deemed to have been provided on the date of United States Postal Service postmark and shall be effective from such date.

If to SAISD:

San Antonio ISD  
Attn: Main Office  
514 W. Quincy  
San Antonio, Texas 78212

If to SERVICE PROVIDER:

Jewish Family Service  
12500 NW Military Drive  
Suite 250  
San Antonio, Texas 78231

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL

**Jewish Family Service**

**SAN ANTONIO ISD**

By: \_\_\_\_\_  
CEO/ JFS

By: \_\_\_\_\_  
San Antonio ISD



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student and Academic Support Services
Board Meeting Date:	January 18, 2022
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and Jewish Family Service
Presenter:	Victoria Bustos, Executive Director of Student & Academic Support Services
Cost:	\$274,000 for second semester of 2021-2022 SY \$548,000 for 2022-2023 SY
Board Goal:	Goal 1: Ensuring Proficiency

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
10,879	Approx. 320	10	\$25	\$856	\$34,250

### 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>The San Antonio Mobile Mental Wellness Collaborative is a mental health collaborative in the San Antonio community. This Collaborative will provide students, families, teachers, administrators, and staff with individual/group counseling, psychiatric treatment, substance abuse counseling, grief counseling, mental health consultations, behavioral health screenings, parent education, case management, wrap-around support, and education training.</p>
--	--

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** **Approval of the Memorandum of Understanding (MOU) Between SAISD, After-School All Stars, and Jump-Start Performance Company**

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

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

**PRESENTER:**     Becky Landa, Senior Executive Director, Educational Technology & External Learning

**MEETING DATE:** January 18, 2022

---

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

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD, After-School All Stars at Bonham Academy, and Jump-Start Performance Company. Jump-Start Performance Company provides Bonham Academy the opportunity to offer two Arts Education Programs/Workshops, *Girl Power!* and *Historias y Cuentos*, to students currently enrolled in the After School Challenge Program whose provider is the Greater San Antonio All Stars.

This MOU ensures that students participating in this program will be provided with quality educational activities in a safe learning environment and will support improved academic achievement as measured by the State of Texas Assessments of Academic Readiness (STAAR). The implementation of the Jump-Start Performance after school program at Bonham will observe the SAISD School Opening and Instructional Continuity 2021-2022 Safe Practices Guidelines due to COVID-19.

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

Resolved that the Board approves the MOU with Jump-Start Performance Company as presented.

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

Jump-Start Performance Company services are provided by grant monies awarded to the Jump-Start Performance Company Education Program. There is no cost to the District.

### **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.

JUMP-START  
PERFORMANCE CO.  
INFO@JUMP-START.ORG  
WWW.JUMP-START.ORG



210 | 227 | 5867  
(JUMP)  
710 FREDERICKSBURG RD  
SAN ANTONIO, TEXAS 78201

*Jump-Starting Creativity, Communication and Courage!*

## MEMORANDUM OF UNDERSTANDING

between

San Antonio Independent School District Extended Learning and Summer School/ Bonham Academy,  
After-School All Stars and JUMP-START PERFORMANCE COMPANY

*Bonham Academy's* vision is to bring together students, teachers, parents and the community in order to empower its members to be culturally literate and innovative global learners and leaders. We provide students with multicultural, multilingual, science and artistic learning opportunities.

*After-School All-Stars* provides free, comprehensive after-school programs that keep children safe and help them succeed in school and life.

### ***Jump-Start's Arts Education Mission & Vision:***

Jump-Start Performance Co.'s Art Education Program builds long-term collaborations with schools, organizations, youth and other community members. We believe that teaching multidisciplinary arts techniques and critical thinking skills nurtures mutual respect and individual creativity to effect dynamic change in our community.

Art is a powerful tool for empowering individuals to discover constructive ways to make their voices heard, to impact their communities, and to take control of their future. Through the arts, individuals can hone higher-level thinking skills, explore group processes, problem-solve for the future, develop creative potential and self-esteem, learning multidisciplinary processes (using various arts disciplines), and enhance cognitive development. In its educational work, Jump-Start plays a pioneering role in creating programs that focus on long-term collaboration and integrating the arts with social issues and academic achievement.

**Purpose/Goals:** After-School All-Stars (ASAS) and Bonham Academy will refer eligible Bonham Academy students/families to Jump-Start Performance Company (JSPC) for their Arts Education Programs/Workshops of *Girl Power!* and *Historias y Cuentos*.

ASAS/Bonham Academy agrees to:

- Designate a main point of contact for the purpose of this collaboration;
- Coordinate with JSPC in regards to scheduling of JSPC Sessions;
- Provide referrals of eligible families to JSPC Art Education Program; and
- Provide on-site space/\*virtual capability for JSPC staff to utilize for families attending JSPC sessions.

JSPC agrees to:

- Provide two Arts Educational Programs: ***Girl Power!*** and ***Historias y Cuentos***
- ***Girl Power!*** will be offered to Bonham Academy female students, in grades 3rd to 5th, on ***Mondays*** from ***3:30- 5:00pm.***

Participants must be registered and have completed the JSPC student/family application either in-person or online. A maximum limit of 15 participants for this workshop.

- ***Historias y Cuentos*** will be offered to Bonham Academy students, in grades 3rd to 6th, on ***Wednesdays*** from ***3:30 - 5:00pm.***

Participants must be registered and have completed the JSPC student/family application either in-person or online. A maximum limit of 15 participants for this workshop.

- Provide two (2) Teaching Artists and a Teaching Artist Assistant to facilitate in-person/ \*virtual instruction for the workshops listed above.

- JSPC workshops are facilitated on Mondays and Wednesdays, after-school for the duration of the academic year 2021-2022.

If there is a federal holiday, need to reschedule due to a conflict, or a requested additional day of services by ASAS & Bonham Academy, a new day/time will be discussed and agreed upon with the assigned ASAS and/or Bonham Academy Point of Contact.

- JSPC will provide upon request from and in coordination with Bonham Academy Administration- ***Bonham ARTS Day (BAD)***. This special programming is offered during the school day and during a designated timeblock when school sessions are on a special schedule (i.e. last day of testing week). ***BAD*** can be offered twice an academic year (***BAD Fall & BAD Spring***) with the collaboration and assistance of Bonham Academy's Principal and Bonham Staff Site Coordinator.

If there is a federal holiday, need to reschedule due to a conflict, or a requested additional day of services by ASAS & Bonham Academy, a new day/time will be discussed and agreed upon with the assigned ASAS and/or Bonham Academy Point of Contact.

***\*Virtual/Hybrid Programming/Instruction (when applicable):***

- Jump-Start workshops are facilitated in-person with a limit of 15 participants for both ***Girl Power!*** and ***Historias y Cuentos***. Due to the Pandemic of 2020 where physical distancing is necessary, (***when applicable or deemed necessary by the school district, school administration and/or state government***), sessions may be facilitated \*virtually with the assistance of Bonham Academy Point of Contact, or other assigned staff, being on-site to assist in the facilitation of or by providing a learning platform (*Google Classroom, Canvas, Zoom*) that JSPC Teaching Artists can utilize to continue engagement/facilitation & instruction with its programs' participants. The virtual workshops of our Arts Education Program are under the umbrella of ***Jump-Start SPARC(3)***.

***Jump-Start SPARC(3)*** is a division of the JSPC Education Program available for online/hybrid instruction. This method is activated when in-person programming is not available facilitation in the same location. Our ***SPARC(3)*** program creates virtual learning, arts educational content rooted in cultivating *creativity*; practicing the *courage* to be our best selves and thinking outside the box.; and building *connection* with others.

The ***Jump-Start SPARC(3)*** sector was created to continue our services and engagement with our students and their families and other communities during COVID, when schools and community partner sites were not physically in session.

- If supplies are needed for usual in-person sessions, JSPC Teaching Artists will provide and will make appropriate arrangements, as deemed necessary, to store supplies needed for the workshops at site. When virtual services are necessary to meet physical distancing standards due to 2020 pandemic protocols, JSPC will provide individually packed supplies per participant during facilitation. Supplies are dropped off at partner site prior to scheduled session.

All Programming Services listed are provided by grant monies awarded to Jump-Start Performance Co. Arts Education Program.

**Term:** This agreement is self-renewing and will commence as of the date signed by both parties. The Agreement shall be continued unless either party desires to terminate the Agreement and thus gives the other party thirty (30) days written notice of intent to terminate

**Notices:** Any notice required under this Agreement shall be in writing and shall be effective when delivered to the party for whom it is intended.

Notices to Bonham Academy and After-School All Stars shall be delivered to the following persons:

Name: Blanca Gebhart, Bonham Academy

Title: Principal

Address: 925 S St Mary's St,

City, State, Zip: San Antonio, TX 78205

Phone: 210-228-3300

Email: [bgebhart@saisd.net](mailto:bgebhart@saisd.net)

Name: Lus V. Zoch

Title: Director of Extended Learning

Address: 514 W. Quincy Street

City, State, Zip: San Antonio, TX 78212

Phone: Office: 210.554.2605

e-Fax: 210.228.3160

Mobile: (210) 273-7560

Email: [lzoch@saisd.net](mailto:lzoch@saisd.net)

Name: Patricia Karam, After-School All Stars

Title: Executive Director

Address: 2006 W Commerce St

City, State, Zip: San Antonio, TX 78207

Phone: 210-229-7827

Email: [patricia.karam@saallstars.org](mailto:patricia.karam@saallstars.org)

Notices to Jump-Start shall be delivered to the following person:

Name: Erica De La Rosa

Title: Education Program Director

Address: 710 Fredericksburg Road

City, State, Zip: San Antonio, TX 78201

Phone: 210-227-5867

Email: [erica.delarosa@jump-startperformanceco.org](mailto:erica.delarosa@jump-startperformanceco.org)

We, the undersigned, approve the proposed project as outlined in this Memorandum of Agreement. The terms of this agreement will remain in effect until withdrawn by either party.

**Indemnification Agreement:** Each party to this Understanding hereby agrees to indemnify, defend and hold harmless the other party(ies) (including the respective officers, directors, agents, and employees of the indemnified party) and the Property from and against any and all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments and awards, and from costs and expenses, (including without limitation negligence, willful misconduct or performance of services or work beyond scope of the Agreement of the indemnifying party or any of its partners, officers, directors, agents or employees). The provisions of this Section shall survive termination of this agreement and transfer of this agreement and any transfer or conveyance of the Property or of any interest in the Property.

Executed on this the 21st day of October, 2021.

---

Robert Jaklich, Ed. D.  
Interim Superintendent  
SAISD

---

Erica De La Rosa  
Education Program Director  
Jump-Start Performance Co.

---

Blanca Gebhart, Principal, Bonham Academy

---

Patricia Karam, Executive Director, After-School All Stars



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Educational Technology & Extended Learning
Board Meeting Date:	January 18, 2022
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD, After-School All Stars, and Jump-Start Performance Company
Presenter:	Becky Landa, Senior Executive Director of Educational Technology & Extended Learning
Cost:	No cost
Board Goal:	Increase the Percent of all students on grade level (all grades/all subjects at the Meets grade level standard)

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
100	N/A	1 (Bonham Academy)	\$0.0	\$0.0	\$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>Interest for this program originated through Bonham Academy and the Jump-Start Performance Company.</p>
--	--

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** Approval of the Renewal of the 2021-2022 Interlocal Agreement Between SAISD and the City of San Antonio Department of Human Services

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

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

**PRESENTER:**        Becky Landa, Senior Executive Director, Educational Technology & External Learning

**MEETING DATE:** January 18, 2022

---

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

The Board is requested to approve the renewal of the 2021-2022 Interlocal Agreement between SAISD and the City of San Antonio Department of Human Services for the After School Challenge Program. This Agreement outlines the scope of work, associated grant funding, and the partnership requirements with SAISD. The funding from the City of San Antonio provides SAISD schools the opportunity to offer a Districtwide extended day program with homework assistance; STEM-based enrichment; recreational and physical fitness activities, and nutritional snacks. SAISD partners with the YMCA and Greater San Antonio All Stars to provide these services. Dinner and nutritional snacks are provided by SAISD following USDA guidelines.

This Agreement ensures that students participating in this program will be provided with quality educational activities in a safe learning environment and will support improved academic achievement as measured by the State of Texas Assessments of Academic Readiness (STAAR). The implementation of the After School Challenge program will observe the SAISD School Opening and Instructional Continuity 2021-2022 Safe Practices Guidelines due to COVID-19.

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

Resolved that the Board approves the renewal of the Interlocal Agreement with SAISD and the City of San Antonio Department of Human Services' After School Challenge Program.

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

COSA Funding \$1,573,260 to be allocated to 478-xx-6xxx-xx-810-30-0-0x.

### **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.



Program at a particular District school site to an agency meeting the legal and programmatic qualifications necessary to operate the After School Challenge Program (such agency is hereinafter referred to as a “Provider”), subject to the City’s prior written approval as set forth in Section 12 of this Agreement.

- B. District and any approved Providers shall operate the After School Challenge Program in accordance with applicable State of Texas Department of Family and Protective Services licensing requirements and other standards, if any, for operation of after-school programs by a school district and its contracted Providers. Services funded through this Agreement for the After School Challenge Program shall be delivered through onsite and in-person services only. Remote or virtual services will not be subject to reimbursement under this Agreement.
- C. The District shall provide the following to children during the After School Challenge Program:
  - 1.) An hour daily combined homework assistance and tutoring;
  - 2.) A safe and conducive place for students to engage in educationally based activities, including but not limited to providing students with the opportunity to study, socialize, interact, and engage in recreational/physical fitness opportunities; and
  - 3.) A nutritious snack.
- D. The District understands and agrees that the After School Challenge Program shall be open to only those students enrolled at District’s schools during the District’s School Years covered by the term of this Agreement and specified in the **District Specific Terms and Conditions**, attached hereto and incorporated herein for all purposes as **Attachment I**. In anticipation of the City’s fiscal year funding for this Program, the District and the City have mutually agreed upon, and incorporated into the **District Specific Terms and Conditions**, attached hereto as **Attachment I**, the following:
  - (1) number of campuses;
  - (2) the specific campuses;
  - (3) the minimum number of school days;
  - (4) the hour (e.g., 6:00 p.m.) through which District shall offer and operate the After School Challenge Program within its district; and
  - (5) the minimum number of enrollment slots for District’s School Years.

Prior to the start of District’s School Years, the District and City shall negotiate and mutually agree upon the same obligations specific to the second school year that is covered by the term of this Agreement, which obligations may be made a part of this Agreement by amendment without City Council approval in accordance with Section 19.B.2. and without approval of District’s Board of Trustees if approved by the District’s Superintendent. District must reach and maintain the enrollment level within the first semester of the school year to which the enrollment level applies. District understands that District is subject to a contract modification in accordance with Section 19.B.4. and a corresponding reduction in funding so that compensation is commensurate with (1) actual enrollment should the enrollment deficit equal or exceed 25 children, or (2) the actual number of days District provides in-person services as compared to the number of contracted minimum number of school days.

- E. District shall start operation of the After School Challenge Program no earlier than the first

day of school for the applicable school year. District may operate the After School Challenge Program more than the required minimum number of days, but Program expenses incurred beyond the required number of days, term or hours set forth in this Agreement shall be the sole responsibility of the District.

- F. The District may provide the After School Challenge Program activities on early release days. Operation on early release days will count toward the required total number of days of operation.

### **Section 3: Consideration**

- A. Subject to Sections 4.A. and B. herein, City will reimburse District the consideration stated in the **District Specific Terms and Conditions**, attached hereto as **Attachment I** for those costs incurred in operating the After School Challenge Program in accordance with the budget approved by the City. A program **Budget** and related detailed line item budget for said After School Challenge Program, reviewed and approved by City, are attached hereto and incorporated herein for all purposes as **Attachment III**. The **Budget** may be revised through a “revision” if the total Agreement **Budget** remains the same, or through an Agreement “amendment,” if there is an increase or decrease in the total Agreement **Budget**. Revisions are approved and signed by the Director of the Department of Human Services or a designee and amendments are approved and signed by the Director of the Department of Human Services in accordance with Section 19 of the Agreement. Approved **Budget** revisions and amendments supersede prior conflicting or inconsistent agreements regarding the referenced **Budget**, and all references in the Agreement to the **Budget** shall mean the budget as revised through approved budget revisions or amendments. District’s requested reimbursed costs must be consistent with the last revised, approved budget. If District subcontracts the performance of work pursuant to this Agreement, then a line item budget by each approved Provider, which in the aggregate totals the District **Budget** for After School Challenge Program services under this Agreement, must also be submitted to City. District may rebalance funding allocations to approved Providers for services in the District as necessary.
- B. It is expressly understood and agreed by the City and District that the City’s obligations under this Agreement are contingent upon the appropriation of adequate funds to meet City’s liabilities hereunder. In the event such funds are not appropriated in part or in whole by City, then District understands and agrees that the City may terminate this Agreement, and it shall be of no further force or effect.
- C. It is expressly understood and agreed that each party shall make payments for the performance of governmental functions or services from current revenues available to the paying party.
- D. District shall publicly acknowledge that its After School Challenge Program is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Agreement, District agrees to include written acknowledgment of the City’s support in all After School Challenge Program -related presentations, press releases, flyers, brochures and other informational material prepared and distributed by District. District shall obtain the Department’s prior approval of the language and logo, as applicable, to be used.

- E. District understands and agrees that the submission of certain documents by November 1, 2021 are necessary for proper administration of this Agreement and that Agreement funds are subject to reallocation to another entity should District fail to submit the applicable documents by the stated deadline. City shall notify District by October 15, 2021 which documents are outstanding and that District's funding may be reallocated pursuant to this Section. Extensions may be granted on a case by case basis and as solely determined by the Director of the Department of Human Services.

#### **Section 4: Payment**

- A. Invoices for reimbursement detailing the specific costs, along with supporting documentation, must be submitted to City monthly and no later than the 30<sup>th</sup> calendar day of each month, in the month after the period for which reimbursement of an expense is being requested. City shall reimburse the District for allowable costs within 30 days of City's receipt of invoice.
- B. Additionally, District shall reimburse all Providers and subcontractors within 30 days of receipt of invoice. District shall withhold payment for those invoice items with partial or no supporting documentation. District agrees to reimburse Providers and subcontractors 100% of workers compensation premiums related to individuals contributing 100% of his or her time and effort to the After School Challenge Program. Workers compensation premiums related to other individuals contributing less than 100% of his or her time and effort will be reimbursed on a prorated basis supported by time and effort reports or other documentation mutually agreed upon by District and Provider.
- C. The District shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Agreement, unless District receives written authorization from the Director of the Department of Human Services prior to such 30 day period allowing District to submit a request for payment after such 30 day period.

#### **Section 5: Program Site, Supplies, and Maintenance**

- A. District shall provide educational facilities for the After School Challenge Program, adequate in size for all the participants and activities to be provided at each campus (the combined facilities utilized for the programs at each campus is hereinafter referred to as "Program Site" and the Program Sites are collectively referred to as "Program Sites"). The Program Sites may include a combination of classrooms, cafeteria, lab rooms, or libraries. If District intends to utilize other educational facilities within a campus, the District must obtain the City's approval prior to implementation into the programs. The District shall also reserve and keep secure space for the storage of the Agreement funded equipment as is appropriate and necessary for the number of program participants at each Program Site.
- B. Program Sites for the After School Challenge Program shall be located at District campuses only.
- C. District shall provide supplies as necessary to facilitate the provision of recreational and educational activities for the After School Challenge Program.

D. The District shall provide utilities and custodial services at all Program Sites.

### **Section 6: Program Participation**

- A. Participation in the After School Challenge Program shall be open to all of District's students attending the Program Site where said Program is offered. At a minimum, students must be in kindergarten and must be 5 years old, as of September 1<sup>st</sup> of the school year covered by this Agreement in order to enroll. However, enrollment of 5 year olds may be limited depending on licensing requirements.
- B. The maximum number of participants in the After School Challenge Program shall only be limited by the District if appropriate staffing and space cannot be provided.
- C. The District shall not restrict registration at Program Sites other than as outlined in this Agreement.
- D. District shall collect and submit to the City's Department of Human Services the annual fee for participation in the After School Challenge Program in accordance with the fee structure adopted by City Council and in effect at the time of collection. District understands and agrees that the fees are revenues belonging to the City and that the District is required to maintain accurate and complete records demonstrating collection in compliance with applicable law and established policies. With prior approval and at the sole option of the Director of the Department of Human Services, District may be authorized to retain fees collected. If District is authorized to retain fees, City may deduct the amount retained from subsequent reimbursements (i.e., the amount due District from invoices submitted for reimbursement under this Agreement shall be offset by the amount retained). District also agrees that if the District has collected an amount greater than that which the District is entitled or due under the Agreement after reconciliation, then District shall immediately deliver to the City the amount due to the City no later than ten (10) District Central Office work days from the date of notification by the City.

### **Section 7: Program Staff**

- A. The District shall provide at least one professional educator (hereinafter referred to as "Site Facilitator") as part of District's staff at each Program Site. Each Site Facilitator shall be the liaison between the program and the District and shall have oversight responsibility at the Program Site to which he or she is assigned.
- B. For the After School Challenge Program, District, through its Site Facilitator for each Program Site, shall monitor daily participant attendance and staffing to ensure that District's participant to staff ratio shall always be maintained at a maximum ratio of 25:1.
- C. All District employees that are employed to satisfy the maximum 25:1 ratio of participants to staff in the After School Challenge Program, shall remain with the participants at all times, and must be free of non-program related duties (e.g., custodial duties) during the hours of operation. Accordingly, Site Facilitators shall not be assigned to serve as staff assigned to provide direct child care. All employees acting as staff of the District for the contracted

services shall be under the direct supervision of the Site Facilitator for the Program Site and, ultimately the District during the After School Challenge Program hours of operation.

- D. The District shall be responsible for assessing the number of the District's participants with special needs and for employing staff qualified to assist special needs participants in accordance with applicable state and/or federal law requirements. Staff members provided by District to assist special needs participants shall be in addition to the staff required to maintain the 25:1 participant to staff ratio.

### **Section 8: Snack Component**

- A. The District shall be responsible for providing snacks, in cooperation with the United States Department of Agriculture (USDA) free snack program, at each District campus that qualifies for the free snack program and is being used as a Program Site for the After School Challenge Program. Expired foods and those lacking nutritional value shall not be served to participants.
- B. The District shall be responsible for ensuring that the After School Challenge Program staff serves all snack components in accordance with USDA guidelines.

### **Section 9: Equipment and Property**

- A. The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City upon termination of this Agreement, for whatever reason. The District agrees to relinquish and transfer possession of and, if applicable, title to said property to the City without the requirement of a court order upon termination of this Agreement. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- B. District shall be responsible for procuring necessary equipment/property for the After School Challenge Program. However, if City funds are used to procure such equipment/property, District agrees that such equipment/property purchased with City funds may not be disposed of without receiving prior written approval from the Department of Human Services. If the City provides its approval for disposal, District shall take necessary action to dispose at its sole expense unless otherwise mutually agreed upon. In cases of theft and/or loss of equipment/property procured with City funds, it is the responsibility of the District to replace it with like equipment/property. City funds cannot be used to replace equipment/property originally procured with City funds, however, City funds may be used to replace equipment/property originally procured with District funds. All replacement equipment/property will be treated in the same manner as equipment/property purchased with City funds.
- C. District shall maintain records on all items obtained with City funds to include:
  - (1) A description of the equipment, including the model and serial number, if applicable;
  - (2) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
  - (3) An indication of whether the equipment is new or used;

- (4) The vendor's name (or transferred from);
  - (5) The location of the property;
  - (6) The property number shown on the property tag; and
  - (7) A list of disposed items and disposition
- D. The District is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. District shall report damage to equipment/property purchased or leased with City funds, notwithstanding absence of intent or a determination that the damage was relatively insignificant, to the Department of Human Services. All equipment/property purchased or leased with City funds which are determined by District to be stolen, missing, intentionally and significantly damaged, and/or destroyed shall be reported to the local Police Department. The District shall make such reports immediately and shall notify and deliver a copy of the official report to the Department of Human Services within seventy-two (72) hours from the date that District determines that such equipment was stolen, is missing, was intentionally and significantly damaged and/or was destroyed. The report submitted by the District to the Department of Human Services shall minimally include:
- (1) A reasonably complete description of the missing damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
  - (2) A reasonably complete description of the circumstances surrounding the theft, damage or destruction; and
  - (3) A copy of the official written police report or, should the police not make such copy available, a summary of the report made to the police, including the date the report was made and the name and badge number of the police officer who took the report.
- E. All equipment purchased under this Agreement shall be fully insured against fire, loss and theft. For purposes of such insurance, the District may self-insure. The District may, at its option, require the Provider(s) to provide the required insurance coverage.
- F. The District shall provide an annual inventory of assets purchased with funds received through the City to the Department of Human Services.

## **Section 10: Travel**

- A. The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the **Budget**.
- (1) District agrees that mileage reimbursement paid to District's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. District further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. District shall encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and

liability insurance must be kept on file with the District.

- (2) District agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Agreement, District shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

### **Section 11: Program Evaluation and Record Keeping Requirements**

- A. District agrees to maintain full and accurate records regarding: the number of participants attending each Program Site to include the activities planned and provided to the participants; the number of hours worked by the staff; the staff involved; attendance records for participants; improvement in grades or testing by participants and all other pertinent information regarding the program.
- B. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of projects such as the After School Challenge Program. Therefore, at such times and in such form as may be required by the Department of Human Services, the District shall furnish to the Department of Human Services, such statements, records, data, policies, procedures, and information and permit the City to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. District shall use the online Contract Management System provided by the City for submitting all Contract related documents, including, but not limited to, monthly reports, budgets, budget revisions and requests for payment.
- C. The **Scorecard** reviewed and approved by City, for the After School Challenge Program is attached hereto and incorporated herein as **Attachment II**. District shall submit to the Department of Human Services via the online Contract Monitoring System a report no later than the 15<sup>th</sup> day of every month detailing the actual quantitative values of services delivered and reported outcomes, and shall attach student-level documentation supporting the same, for the month preceding the submission. Monthly student-level performance support documentation must be in Microsoft Excel format, or a spreadsheet equivalent. All other performance support documentation provided as part of the monthly performance submissions will be deemed unresponsive. If the online Contract Monitoring System is unavailable, District shall submit information via the alternative means established by the Department of Human Services. If District subcontracts the performance of work pursuant to this Agreement, then measures by each approved Provider, which in the aggregate totals the District measures for After School Challenge Program services under this Agreement, must also be submitted to City. District shall also submit to the Department of Human Services such other reports as may be required by the City. District ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

- D. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if District receives a request for information regarding documents within its possession pursuant to this Agreement, District shall notify the City within seventy-two (72) hours of receiving the requests and permit the City to protect information from public disclosure in accordance with applicable provisions of the Public Information Act. If the City receives a request for information and the District believes that the requested information is confidential pursuant to state or federal law, the City shall provide District with the reasonable opportunity to protect the information from public disclosure in accordance with applicable provisions of the Public Information Act.
- E. In accordance with Texas law, District acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, District agrees that no such local government records produced by or on the behalf of District pursuant to this Agreement shall be the subject of any copyright or proprietary claim by District.
- F. District acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City unless otherwise determined by law and shall be made available to the City at any time. District further agrees to turn over to City all such records upon termination of this Agreement, if requested by the City. Subject to the requirements of the Texas Public Information Act, District agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction or otherwise required by the Texas Attorney General's office under the Public Information Act.
- G. The City's Department of Human Services is assigned monitoring, fiscal control, and evaluation of the After School Challenge Program funded by the City. Consequently, the City may request and/or inspect District's records in order to monitor District's performance of District's obligations and deliverables under this Agreement. The parties acknowledge that the handling and disclosure of education records are subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g). Therefore, District shall acquire prior written consent from the parents or guardians of children participating in the program to permit the sharing of pertinent information with the City for the express purpose of monitoring District's performance of measures outlined under this Agreement.
- H. District shall submit to the Department of Human Services on or before the fifteenth (15<sup>th</sup>)

day of the month following the end of every quarter (January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>) a report stating the amount of After School Challenge Program participation fees assessed and collected with a summary of the backup documentation for the quarter preceding the submission and the amount forecasted to be assessed and collected for the full year, revising the forecast as necessary from quarter to quarter.

## **Section 12: Sub-Contracting and Assignment**

- A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City.
- B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of City. Any work or services approved for sub-contracting hereunder shall be sub-contracted only by written agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors or Providers with this Agreement shall be the responsibility of District. District agrees that payment for services of any sub-contractor or Provider shall be submitted to District and District alone, and District shall be responsible for all payments to sub-contractors or Providers.

## **Section 13: Relationship of Parties**

- A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.
- B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

## **Section 14: Indemnity**

District and the City acknowledge they are political subdivisions of the State of Texas and are subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

## **Section 15: Insurance**

District and the City each maintain a self-insurance fund or an insurance policy for general liability and worker's compensation claims and causes of action to meet their statutory

obligations to each party's employees.

### **Section 16: Termination**

Should either party fail to fulfill, in a timely and proper manner, obligations under this Agreement, or if either party should violate any of the covenants, conditions, or stipulations of the Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement by sending written notice to the defaulting party of such termination and specify the effective date thereof. However, prior to termination, the non-defaulting party shall provide the alleged defaulting party written notice of the unsatisfactory performance, violations or areas of non-compliance, and an opportunity to cure within 10 days after receipt of the non-defaulting party's notice. However, in cases where the health, safety and welfare of one or more children is at risk as a consequence of District's unsatisfactory performance, violation or area of non-compliance, then the City may suspend District's After School Challenge Program and/or require that the District immediately act to cure the deficiency and District hereby waives all right to receive 10 days' written notice. The question of satisfactory completion of such work or curing of violations or areas of non-compliance shall be determined by the City alone, and its decision shall be reasonable and final. The District shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. It is further expressly understood and agreed by the parties that District's performance upon which final payment is conditioned shall include, but not be limited to, the District's complete and satisfactory performance, of its obligations for which final payment is sought.

### **Section 17: Notices**

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, and addressed to:

City of San Antonio  
Department of Human Services  
After School Challenge Program  
P.O. Box 839966  
San Antonio, Texas 78283-3966

or to such other address on file with the District as City may provide from time to time in writing to the District. Notices to District shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, and addressed to District at the address listed in the District Specific Terms and Conditions, attached hereto as **Attachment I**, or to such other address on file with the City Clerk as District may provide from time to time in writing to City.

### **Section 18: Approval of the City**

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the City's Director of the Department of Human Services or her designee, unless City Council approval is required.

## Section 19: Entire Agreement; Amendments

- A. This written Agreement constitutes the entire agreement, with any other written or parol agreement with District being expressly waived by District.
- B. No amendment, modification, or alteration of the terms of this Agreement shall 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. District also understands that the Charter of the City requires that all contracts with the City and amendments thereto be in writing and approved by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:
1. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement, or (b) \$25,000, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing Agreement funding during the term of this Agreement and executed without City Council approval shall not exceed the foregoing amount;
  2. modifications to the **Scope of Work or Scorecard**, so long as the terms of the amendment stay within the other parameters set forth in Section 2 of this Agreement;
  3. budget revisions within each **Budget (Attachment III)**, so long as the total dollar amount of each **Budget** in this Agreement remains unchanged;
  4. modifications to Section 3 herein to reduce the total amount of reimbursement that shall be made to the District by City, and to amend the After School Challenge Program **Budget** accordingly which is set forth in **Attachment III** hereto, in the event that District does not meet the requirements set forth in Article I Overview of the **Funding Guide**, which is set forth in **Attachment IV** hereto. District shall execute all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.4; or
  5. Increases or decreases in Agreement funding based upon After School Challenge Program enrollment levels and actual number of days in-person services are provided as set forth in Section 2.D, and modifications to Agreement terms related to enrollment or days services are provided; provided, however, that the cumulative total of all After School Challenge Program contracts, as amended, shall not exceed the City's total budget for the After School Challenge Program for the current fiscal year. District shall execute any and all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.5.

The District's Superintendent of Schools shall likewise have the authority to execute an amendment of this Agreement without the necessity of seeking approval from the District's Board of Trustees under the same circumstances as set out in Section 19(B)(1) through (5) herein.

**Section 20: Construction, Jurisdiction, and Venue**

The Parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce its terms or adjudicate any dispute arising out of it will be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

**Section 21: Authority**

Each of the signers of this Agreement hereby represents and warrants that they each have the authority to execute this Agreement on behalf of their respective governing entities. This Agreement shall be signed in duplicate originals so that each party hereto shall have an original.

This Agreement has been fully executed as of the date of signature of the last party to sign.

**CITY OF SAN ANTONIO,  
a Texas Municipal Corporation**

**SAN ANTONIO  
INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Melody Woosley, Director  
Department of Human Services

By: \_\_\_\_\_  
Dr. Robert Jaklich,  
Interim Superintendent

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

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

**Approved as to Form:**

\_\_\_\_\_  
Assistant City Attorney

**ATTACHMENTS**

- Attachment I – District Specific Terms and Conditions
- Attachment II – Scope of Work and Scorecard
- Attachment III – Budget
- Attachment IV – Funding Guide

**INTERLOCAL AGREEMENT BETWEEN CITY OF SAN ANTONIO  
AND  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
DISTRICT SPECIFIC TERMS AND CONDITIONS FOR CITY FY 2022**

<b>Agreement Section</b>	<b>Description</b>	<b>Terms and Conditions</b>
<b>Section 2.D.</b>	District's School Years; District's Instruction Year	2021-2022 and 2022-2023 [e.g., August 23, 2021 - June 2, 2022]
<b>Section 2.D.</b>	Number of Campuses	73 Campuses if they meet the minimum capacity of 25 students.
<b>Section 2.D.</b>	Specific Campuses	<a href="#">See Attachment</a>
<b>Section 2.D.</b>	Minimum Number of School Days	166 days of operation in the 2021-2022 academic school year that is covered under this contract which begins August 23, 2021 and ends June 2, 2022. Please see attached <a href="#">District Calendar</a> and <a href="#">list of campuses with hours of operation</a> .
<b>Section 2.D.</b>	Hour through which District's services are offered	<a href="#">Varies by school type (3:15 – 6:20p.m.)</a>
<b>Section 2.D.</b>	Minimum Enrollment Slots	
<b>Section 3</b>	Consideration	\$1,573,260
<b>Section 17</b>	Notices (District's Address for Notice)	San Antonio Independent School District Dr. Robert Jaklich, Interim Superintendent 514 W. Quincy St. San Antonio, Texas 78212

### Scope of Work

Agency Name: San Antonio Independent School District

Program Name: Extended Learning

Contract Term: October 1, 2021 – September 30, 2022

**OUTCOME:**

**Children and youth are safe, healthy, resilient, and ready to succeed in school and life**

**LONG TERM GOAL (Project Goal):**

80% of 3<sup>rd</sup>, 5<sup>th</sup>, and 8<sup>th</sup> grade students participating in the After School Challenge Program will pass the STAAR Reading Test by 2024.

**SCOPE OF WORK (Abstract):**

*Describe your program's main objective to include in-person activities to be conducted, describe whether a fee is involved, and how the program intends to spend COSA funding.*

The San Antonio Independent School District and the City of San Antonio-Department of Human Services have partnered to fund, manage, and operate the San Antonio Independent School District Extended Day Program (After School Challenge Program). The objective of the program is to provide extended learning opportunities and recreational enrichment activities for the students enrolled in the school district.

San Antonio ISD has employed two subcontractors to assist with the operation of the program. The subcontractors are Greater San Antonio After-School All Stars (GSA), and Young Men Christian Association (YMCA). Each of the subcontractors is assigned campuses and manages the daily implementation of the extended day program. Direction on the program goals, operations, and curricular programming is provided by the Extended Day Learning and Summer School Department of the San Antonio Independent School District.

San Antonio ISD parents who enroll their child(ren) in the after school challenge program are required to pay the City of San Antonio After School Challenge Program Fees ([Sliding Scale](#)). San Antonio ISD collects and submits these funds to the City's Department of Human Services.

San Antonio ISD will use the COSA grant funding for all associated program costs including, personnel salaries and benefits (part-time monitor), fees for professional contractors (Club, Greater San Antonio and YMCA); printing materials, and commodities (instructional, recreation, curriculum, safety and PPE resources); and office supplies.

**SERVICE PLAN:**

***Describe the program's service plan, to include the number of days in operation over the term of the contract, and hours of operation.***

Components of the program will include the following services:

- A safe and supportive environment for students to study, socialize, and interact
- Homework/tutorial assistance in reading and mathematics to support student achievement
- Organized recreation active play
- A nutritional snack and meal administered under, and meeting program and federal requirements
- Program monitoring

District enhancements to the program will include:

- SAISD after school hands-on curriculum
- Introductory STEM/STEAM activities on Thursdays
- Reading for pleasure every day
- Virtual book club with read-alouds and book bundles for home libraries
- Ed Tech skills such as keyboarding
- Expanded instructional resources and facilities (computer lab and library as available)
- Standard provider practices (safety, schedules, sign-in, etc.)

There will be 166 days of operation in the 2021-2022 academic school year, with a start date of August 23, 2021 and end date of June 2, 2022. The 166 days pertains to schools opening on time on August 23, 2001 with a full staff and minimum student enrollment. Schools that do not open due to low enrollment or lack of staffing due to the COVID-19 pandemic will have less than 166 days but will open as soon as possible. The delayed start time is a factor due to COVID-19 recruitment of viable staff and community response to the increased rate of Corona-virus infection. Please see attached [District calendar](#), and list for campuses with [hours of operation](#).

**TARGET POPULATION:**

***Indicate the target population to include specific zip codes, School Districts, and City Council Districts.***

Due to COVID-19 pandemic, our estimation for student participation in the After School Challenge Program in 2021-2022 is 4,340 K-8 grade students representing all programs such as ESL, bilingual, Special Education, etc. These are students who are currently enrolled in in-person instruction at elementary, academies, and middle schools with a minimum enrollment of 25 students where it is possible. Schools are located within the following zip codes: [see attached list](#). The San Antonio Independent School District sites are designated to the following City Council Districts 1,2,3,4,5,6,7 which account for a high poverty population of students in Title I campuses.



Agency:	San Antonio ISD
Program Name:	After School Challenge Program
Outcome:	Children and youth are safe, healthy, resilient, and ready to succeed in school and life.
Goal:	80% of 3rd, 5th and 8th grade students participating in the After School Challenge Program will pass the STAAR Reading Test by 2024.

RBA	PM Number	Performance Measure Description	Instructions to Agency	Q1 Target Oct-Dec	Q2 Target Jan-Mar	Q3 Target Apr-Jun	Q4 Target Jul-Sep	FY22 Year End Target
How Much	1*	# of Unduplicated Students Enrolled	Required Entry => Note - The sum of disaggregated students by grade level should equal the total number of unduplicated students enrolled.	1,447	2,893	4,340	4,340	4,340
How Much	2	# of Active Enrolled Students	Required Entry => Enter the number of actively enrolled students by month. This number may be different than your unduplicated number if you have encountered students that drop from enrollment.	No Target	No Target	No Target	No Target	No Target
How Well	3	Average Attendance (DHS calculate Total Monthly Attendance divided by # of days served)	Calculated - No Entry by Agency Required	No Target	No Target	No Target	No Target	No Target
How Much	Denominator for PM 4	# of actively enrolled 2nd through 12th graders	Required Entry => Of the number entered for PM 2, enter the number of actively enrolled students in grades 2nd through 12th grade, by month.	No Target	No Target	No Target	No Target	No Target
How Well	4	#/% of Participants that achieved a C (75+) or better in Reading	Required Entry =>	No Target in this Quarter	80%	No Target in this Quarter	80%	80%
Better Off	5	#/% of Participants who are not chronically absent	Required Entry =>	No Target	No Target	No Target	No Target	No Target
Better Off	6	% Participants progressing to the Next Grade level	Required Entry =>	No Target in this Quarter	No Target in this Quarter	No Target in this Quarter	90%	90%
Better Off	Denominator for PM 7	# of students in 3rd, 5th, and 8th grade taking the STAAR Reading test	Required Entry =>	No Target	No Target	No Target	No Target	No Target
Better Off	7	#/% Students enrolled in ASCP that pass the STAAR Reading test	Required Entry =>	No Target in this Quarter	No Target in this Quarter	No Target in this Quarter	55%	55%
How Well	8	# Total Monthly Attendance (All locations daily attendance for reporting period)	Required Entry =>	No Target	No Target	No Target	No Target	No Target
How Much	9	# of Days Served (total available days in reporting period, i.e., M-F, minus holidays or mandatory closures)	Required Entry =>	No Target	No Target	No Target	No Target	No Target
How Much	10	# of certified teachers employed	Required Entry =>	No Target	No Target	No Target	No Target	No Target
How Much	DEM	Monthly Demographic Report to include the below metrics on unduplicated clients served.		Use the Upload Files button in Smartsheet to upload supporting documentation to include your most recent Client Demographic Report, and supporting documentation that is summarized in an Excel format, or other DHS approved file format. Failure to include required attachments will cause your report to be declined.				
How Much	DEM	A. # of Clients by Gender Identification	F. # of Clients by Race	<b>Note:</b> The quarter target amounts reflected in this scorecard are cumulative. Performance Measures that do not have targets assigned to them, but are intended for informational purposes or serve to calculate other targeted performance measures, may not be listed here, as those may be subject to change upon finalization of the Agency web-based Contract Performance Monitoring Report (CPMR). *Select targeted performance measures are validated in accordance with the Contract Administration &				
How Much	DEM	B. # of Clients by Household size	G. # of Clients by Zip Code					
How Much	DEM	C. # of Clients by Family Income	H. # of Clients by City Council					
How Much	DEM	D. # of Clients by Age	I. # of Clients by School District					
How Much	DEM	E. # of Clients by Ethnicity						

Approval Signatures:

*Shecca P. Lewis*  
 \_\_\_\_\_  
 Agency President/CEO/Executive Director  
 10/1/2021  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Department of Human Services  
 \_\_\_\_\_  
 Date

**City of San Antonio - Department of Human Services  
General Fund, CCS ESG & HOPWA Budget Forms  
INSTRUCTIONS**

**When entering numbers, use no more than 2 decimal places.**

**DO NOT use formulas for calculations. All numbers should be hard entered into both worksheets**

**The budget forms contains 2 worksheets to be completed.**

**Move from sheet to sheet by clicking on the tabs at the bottom of the screen.**

**When you get ready to print these forms, be sure to print "entire workbook"**

**Both sheets must be completed.**

**Totals and percents of totals will automatically calculate. However, please ensure that totals are accurate because these formulas will sometimes become corrupted following download and data entry.**





Contractual Services							Amount Budgeted to DHS/EDD	Agency Match (ESG Only)
DHS/EDD GL								
5205010	Mail and Parcel Post Service						500.00	
5206010	Rental of Facilities							
5205020	Rental of Office Equipment							
5205030	Equipment Leasing							
5201025	Education							
5205050	Freight and Storage							
5204010	Linen and Laundry Service							
5204050	Maintenance and Repair - Buildings and Improvements							
5204080	Maintenance and Repair - Machinery and Equipment							
5208530	Alarm and Security Services							
5203040	Advertising and Publication							
5203050	Membership Dues and Licenses							
5203060	Binding, Printing and Reproduction						10,000.00	
5203070	Subscriptions to Publications							
5201040	Fees to Professional Contractors - Enter Details Below						1,407,101.00	
	<b>Contractor Name</b>	<b>Program/Admin</b>	<b>Purpose/Description of Services to be Provided</b>		<b>Contract Amt</b>			
	Greater San Antonio ASA	Program	Extended Day Program Services		664,874.89			
	YMCA	Program	Extended Day Program Services		742,226.11			
5207010	Travel Official - Enter Details Below						2,500.00	
	<b>Travel Date &amp; Location</b>	<b>Purpose/Event Name</b>			<b>Travel Amt</b>			
	March 31 - April 3, 2022 - Houston	National Science Teachers Association (NSTA) National Conference; Purpose: STEAM integration with literacy for our ASCP			2,500.00			
5203090	Transportation Fees	<b>Est. Mileage</b>	2,520	<b>Rate Per Mile</b>	0.56		1,411.20	
<b>Total Contractual Services</b>							<b>1,421,512.20</b>	-

Commodities			
5302010	Office Supplies		6,000.00
5303010	Janitorial Supplies		
5304005	Clothing and Linen Supplies		
5304025	Motor Fuel and Lubricants		
5304070	Recreation Supplies		30,000.00
5301010	Maintenance and Repair Materials (Buildings and Improvements)		
5301030	Maintenance and Repair Materials (Machinery and Equipment)		
5304075	Computer Software		
5304080	Other Commodities - Itemize by Type Below		84,836.80
	<b>Purpose/Description of Other Commodities</b>	<b>Amount</b>	
	Personal Protective Equipment such as masks, gloves, face shields, sneeze guards and hand sanitizers.	5,000.00	
	Consumable Instructional Resources @\$17.76/student	79,836.80	
<b>Total Commodities</b>			<b>120,836.80</b>
Fixed Charges			
5403010	Telecommunications		
5404530	Gas and Electricity		
5404540	Water		
5405030	Liability, Hazard, Fidelity Insurance		
5407020	Direct Assistance Payments To Program Participants - Itemize by Type Below		-
	<b>Purpose/Description of Direct Assistance Payments</b>	<b>Amount</b>	
<b>Total Fixed Charges</b>			<b>-</b>
Capital Outlay			
5501000	Computer Equipment <\$5,000		
5501055	Machinery and Equipment - Other <\$5000		
5501065	Furniture and Fixtures <\$5,000		
<b>Total Capital Outlay</b>			<b>-</b>
<b>Total Proposed DHS/EDD Budget</b>			<b>1,573,260.00</b>

\* Administrative Cost % for DHS Program 0%

\*Total Administrative Cost for this DHS funded program may not exceed 20% of the City's allocation to the Agency for this program\*  
 \*\*Administrative costs for DHS funded HOPWA programs may not exceed 7% of the City's allocation to the Agency\*\*

**THIS SECTION IS FOR CITY OF SAN ANTONIO USE ONLY**

DHS/EDD Categories	Total Cost to DHS/EDD	Agency Match (ESG Only)
<b>Total Personnel (Salaries/Wages and Fringe Benefits)</b>	30,911.00	-
<b>Total Contractual Services</b>	1,421,512.20	-
<b>Total Commodities</b>	120,836.80	-
<b>Total Fixed Charges</b>	-	-
<b>Total Capital Outlay</b>	-	-
<b>Total Program Budget</b>	<b>1,573,260.00</b>	-

**FOR COSA USE ONLY**

Approved: \_\_\_\_\_  
 Contract Monitor Signature Date

Approved: \_\_\_\_\_  
 Contract Administrator Signature Date

Approved: \_\_\_\_\_  
 Fiscal Monitor Signature Date

Approved: \_\_\_\_\_  
 Additional Fiscal Approver Signature Date

**Required Documents**

☆ FY22 DHS Document Submissions - Performance ⓘ

Filter [Icons]

Agency Name	Program Name	Document Name	Document Review Status	Due Date for Document	Agency Comments to DHS	Ready Submit?
ASSA	AFTER SCHOOL CHALLENGE PROGRAM	BP - Total Agency Budget & Program Line Item Budget*	Approved	10/01/21		Submit
ASSA	AFTER SCHOOL CHALLENGE PROGRAM	BP - Intent to Collect Program Income*	Approved	10/01/21	System allowed me to upload an image of the Intent to Collect Program Income (PI) report. Please, let Ms. Lus Zoch (lzoch@saisd.net) know if additional information is needed to complete this submission.	Submit

***CITY OF SAN ANTONIO***

***HUMAN SERVICES CONSOLIDATED FUNDING POOL***

**FUNDING GUIDE**



**FY 2022 – FY 2023**

City of San Antonio

Department of Human Services

## TABLE OF CONTENTS

	Page
I. Overview	3
II. Contract Administration	4
III. Statutory Guidelines and Special Provisions	5
A. Community Development Block Grant (CDBG) Contractors	5
B. Child Care Development Fund (CCDF) Contractors	6
C. Community Services Block Grant (CSBG) Contractors	9
D. Emergency Solutions Grant (ESG) Contractors	9
E. Housing Opportunities for Persons with AIDS (HOPWA) Contractors	25
IV. Glossary of Terms	27
V. References (Website addresses: applicable laws, regulations and policies)	30

## I. OVERVIEW

In an effort to maximize financial resources during fiscal years 2022 and 2023, the City of San Antonio (the "City") through its Department of Human Services has established a Consolidated Public Service Funding process. Since funds provided are competitively allocated, organizations interested in providing and administering these Public Service activities is encouraged to submit a proposal highlighting their specific programs and detailing current resources available to conduct the anticipated activities. The competitive solicitation period for this funding began in March 2021, and effectively culminates in submission of funding recommendations and budget adoption September 2021. The funding sources shall be available for release on or about October 1, 2021. FY 2023 is a renewal year and funding recommendations and awards will be approved by City Council in September 2022. Other funds, as they may become available throughout FY 2022 and FY2023 for services procured through the consolidated RFP may be awarded at a later date with approval of City Council of the City of San Antonio.

Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of \$1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of \$1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with their annual program budget within 30 days of contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right, to make such a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.6 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

Funds reduced as a result of either of the requirements above may be reprogrammed.

Contractor agrees that all amendments to any of the applicable laws in this Contract including the **Funding Guide** and **Federal Compliance Manual** may be incorporated automatically into the Contract.

## **II. CONTRACT ADMINISTRATION**

### **A. Department of Human Services Administered Contracts**

All Contracts administered through the Department of Human Services shall comply with the following Special Provisions if requested by the City:

- 1) Contractor shall coordinate and disseminate information on the Pre-K 4 SA program to all program participants and to the general public as requested. Contractor shall maintain records on the amount and type of outreach efforts in its dissemination of information on the Readiness Guidelines and shall submit on monthly basis reports of said records to City's Department of Human Services.
- 2) The contractor shall become familiar with other basic health and human service programs offered through the Texas Department of Health, the Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. The contractor shall be prepared to offer basic referrals to these services based on the individual needs of the family.
- 3) Contractor shall disseminate information to the general public on the benefits and eligibility for the Federal Earned Income Tax and Child Care Credits. Contractor shall provide participants with referrals to the City of San Antonio, Department of Human Services and Volunteer Income Tax Assistance (VITA) program. If available, the contractor shall provide office space for VITA volunteers to complete tax returns.
- 4) Contractor shall allow City's Department of Human Services' Family Assistance Division staff to train Contractor's staff in certifying participants for SAWS Water Affordability Program in client verification, application processes and monitoring the Campaign. Contractor staff shall provide assistance in the implementation of the SAWS Water Affordability Program Campaign. Contractor shall complete necessary documents and a monthly summary report on the number of households assisted, and forward said monthly reports to the Family Assistance Division Main Office, located at 106 S. St. Mary's St., 7<sup>th</sup> Floor, San Antonio, TX 78205. The Family Assistance Division staff shall provide support for contractor in the execution of these tasks on an on-going basis. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.
- 5) Contractor agrees that it may be selected to provide eligibility determination services to the City for utility assistance credits through Projects **WARM** (*Winter Assistance Relief Mobilization*) and **REAP** (*Residential Energy Assistance Partnership, Inc.*) to low-income and

elderly residents who are City Public Service (“CPS”) customers. Contractors may, at the sole discretion of the City, be required to perform these duties.

If selected by City to conduct Project WARM and REAP eligibility determination services, Contractors understand and agree that said services are part of the consideration for the City’s award of funds. **Contractors further understand and agree that City may not compensate Contractors for said services. Contractor further understands and agrees that City may not reimburse Contractor for any costs or expenses associated with said services or for Contractor making assistance credit recommendations to City.** Contractor shall allow City’s Department of Human Services’ staff to train Contractor’s staff in providing eligibility determination services for Projects **WARM** and **REAP**. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.

- 6) Contractor agrees to consider and make a good faith effort in hiring potential candidates who complete the Ready to Work program, a training and education initiative, which serves to provide an immediate response to the significant and urgent needs of San Antonio residents affected by the COVID-19 pandemic. Contractor is also encouraged to make a good faith effort to interview and hire employees who currently reside in Bexar County and to use the services of Workforce Solutions Alamo in screening and referring eligible applicants to fill the Contractor’s full-time jobs.
- 7) Contractor agrees that it may be selected to participate in the Homeless Management Information System (HMIS) project City of San Antonio/Bexar County Continuum of Care funded through the U.S. Department of Housing and Urban Development. Participation in HMIS must meet all requirements of HMIS. Contractors may, at the sole discretion of the City, be required to perform these duties.
- 8) Contractor agrees that it may be required to follow local CoC Written Standards, participate in the Homeless Management Information System (HMIS) or an approved comparable system, and participate in San Antonio/Bexar County’s local Coordinated Entry System, SAHomelink. SAHomelink participation involves conducting the local approved assessment (for Emergency Shelter and Street Outreach projects), accepting referrals from SAHomelink (for Rapid Rehousing projects), and incorporating prevention/diversion techniques as recommended by the Coordinated Entry Advisory Committee.
- 9) Contractor agrees to provide reports to the City of San Antonio, Department of Human Services in the format requested by the City.
- 10) Contractor agrees that it may be selected to participate in the Digital Referral Platform for Case Management as part of the Alamo Area Community Network (AACN). If selected to participate, Contractor agrees to complete the onboarding process required to become an active participant in the AACN.

### III. Statutory Guidelines and Special Provisions

## **A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CFDA #14.218**

The Community Development Block Grant (CDBG) is a grant provided by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, (hereinafter referred to as Community Development Act), as amended. The Division of Grants Monitoring & Administration administers the CDBG program for the City of San Antonio for use in revitalizing neighborhoods, providing affordable housing, expanding economic opportunities, improving community facilities and services, and public service activities.

### **National Objectives:**

An activity must meet one of the following CDBG National Objectives to be eligible to receive funds:

- (1) Benefit low- and moderate-income families,
- (2) Prevent or eliminate slums or blight, or
- (3) Meet other urgent community development needs.

Typically, public service programs will meet the first National Objective of benefiting low to moderate income families. HUD defines Public Service programs as “activities directed towards improving employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare, or recreational needs.”

Most public service programs require income certification of program participants to ensure the program meets certain income eligibility requirements for use of Community Development Block Grant (CDBG) in the program.

In most cases, as direct beneficiaries, clients benefiting from CDBG supported public service activities must be documented as having gross annual household incomes not exceeding 80% of San Antonio’s median income, adjusted for household size in accordance with HUD Section 8 Income Guidelines. Support documentation must be maintained demonstrating client income eligibility.

CDBG regulations allow up to 15% of the annual grant to be allocated to public service programs. However, the City will award funds to public services based on current priorities and funding availability. Public services include but are not limited to those programs concerned with employment, crime prevention, childcare, day care, health care, drug abuse prevention, education, mental health, energy conservation, welfare, or recreation.

Contractor shall ensure that all services are consistent with the City of San Antonio Consolidated Plan located at: <https://www.sanantonio.gov/GMA/Resources>

**In addition, HUD CDBG regulations require the Public Service program to be a new service or demonstrate a quantifiable increase in the level of an existing service.**

## **B. Child Care Development Fund Block Grant (CCDF) CFDA #93.575**

The City of San Antonio receives CCDF funds through a contract with the Workforce Solutions Alamo. Based on availability, federal matching funds will support local initiatives that improve the quality of

early care and education programs for young and school age children through Quality Improvement Activities (QIA) and family strengthening strategies. Funding may be awarded from multiple sources including U.S. Department of Health and Human Services Child Care Development Fund Block Grant (CCDF), Temporary Assistance to Needy Families (TANF), and the U.S. Department of Labor Welfare to Work or Workforce Investment Act (WIOA) programs.

1) Contractors funded through CCDF shall comply with the following laws:

- Child Care and Development Block Grant Act of 1990 - CFR Title 45, Sections 98 and 99 contain the regulations for the implementation and operation of the CCDBG
- Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (HR3734) (Welfare Reform) amends 42 USC 9858 which creates the Child Care Development Fund (CCDF).
- Public Law 104-193
- Public Law 105-33
- USC Title 42, Section 9858 (The Omnibus Reconciliation Act of 1990) created the Child Care and Development Block Grant (CCDBG) and authorizes payment for certain child care and quality improvement activities.
- USC Title 42, Chapter 7, Subchapter II Section 418 – Social Security Act, as amended entitled Federal Old-Age, Survivors, And Disability Insurance Benefits
- USC Title 42, Chapter 7, Subchapter IV, Section 601 through 679 entitled Grants to States for Aid and Services to Needy Families With Children and for Child-Welfare Services
- TAC Title 40 Part 20 – Texas Workforce Commission
- TAC Title 40, Part I, Chapter 73 Subpart A provides the processes and procedures for the administration of all programs and services receiving state financial assistance directly or through contractual arrangement, in accordance with applicable federal civil rights regulations.
- TAC Title 40, Chapter 801 and 809
- Texas Education Code, Section 33.902
- Labor Code, Title 2, Chapters 21, 81, 301 and 302
- Human Resource Code, Chapter 22 (all), Chapter 31, Section 31.0035, Chapter 44 (all), Chapter 73 (all), and Chapter 121 (all)
- Government Code Title 10, Chapters 771 and 2308
- Texas Workforce Commission Financial Manual for Grants and Contracts – available in hard copy format from the City of San Antonio, Department of Human Services upon request.
- Any other applicable federal, state, and local laws, including City and Workforce Solutions Alamo, rules regulations, policies, procedures and issuances promulgated under authority of the legislation and specific program requirements.

2) ADDITIONAL RIGHTS IN DATA

Workforce Solutions Alamo shall have the right to reproduce, publish or use the copy right of patent or rights in all data produced through this Contract.

3) ADDITIONAL ETHICS REQUIREMENTS

- a) No employee of Contractor or Sub-Contractor, no member of Contractor's or Sub-Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affect his/her personal pecuniary interest.
- b) Contractor shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. Contractor, its executive staff and employees, while administering this Contract, shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- c) Contractor has disclosed any interest, fact or circumstance, which does or may present a potential conflict of interest. Contractor shall immediately inform the City of San Antonio at the address in Article XXVI, Section 26.1 of this Contract and Alamo Work Source at the address in Section (6) below, in writing of any potential conflict of interest which arises at any time during the term of this Contract.

4) ADDITIONAL COMMUNICATIONS/NOTICES

In addition to the parties listed in Article XXVI, Section 26.1 of this contract, Contractor shall also submit all communications and notices to Workforce Solutions Alamo in the same manner as set forth in Article XXVI, Section 26.1 of the contract to the address below:

Executive Director  
100 N. Santa Rosa Suite 120  
San Antonio, TX 78207

5) ADDITIONAL AUDIT / RECORDS INSPECTION

In addition to the requirements set forth in Article VII, Section 7.3 and Article VIII, Section 8.1 of this Contract, Contractor further agrees that all records and files with respect to all matters covered by or related to this Contract will be open for inspection and audit at any reasonable time during the term hereof by representatives of Workforce Solutions Alamo and shall continue to be available for a period of three (3) years after the termination date hereof. If at the end of three (3) years, there is litigation or if the audit report covering such agreement has not been accepted, the Contractor shall retain the records until the resolution of such litigation or audit.

6) ADDITIONAL REQUIREMENTS FOR AMENDMENT

In addition to the requirements set forth in Article XXIV, Section 24.1 of this Contract, Contractor further agrees that except when the terms of this Contract expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing and approved by Managing City Department and Workforce Solutions Alamo.

## 7) ADDITIONAL REQUIREMENT FOR ASSIGNMENTS

In addition to the requirements set forth in Article XXIII, Section 23.1 of this Contract, Contractor further agrees that Contractor shall not assign or transfer Contractor's interest in this agreement without the written consent of Workforce Solutions Alamo.

## 8) ADDITIONAL REQUIREMENT FOR SUBCONTRACTING

In addition to the requirements set forth in Article XXV, Section 25.1 of this Contract, none of the work or services covered by this agreement shall be sub-contracted without the prior written consent of Managing City Department and Workforce Solutions Alamo. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written agreement, and unless specific waiver is granted in writing by Managing City Department and Workforce Solutions Alamo., shall be subject by its terms to each and every provision of this agreement. Compliance by sub-Contractors with this agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any approved sub-Contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-Contractors.

### C. Community Services Block Grant (CSBG) CFDA #93.569

#### Applicable Laws

The City of San Antonio receives CSBG funds through a contract with the Texas Department of Housing and Community Affairs.

- 1) Contractors funded through CSBG shall comply with the following laws:
  - Public Law 103.252 which can be found at <http://www.ncaf.org/csbg/>
  - Community Services Block Grant 42 USC Sections 9901 through 9926
  - TAC Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Rules § 5.144, §5.145, §5.150 and §5.167 – pertaining to Uniform Grants and Management Standards
- 2) Persons served through CSBG funds must meet income eligibility guidelines including having incomes at or below 125% of the Federal Poverty Income Level (FPIL) as established by the U.S. Department of Health and Human Services.
- 3) Contractor agrees to adhere to all the requirements of the Results Oriented Management and Accountability (ROMA) system; a tool designed to measure consistent results of the Contractor's service delivery throughout the Contractors service delivery period. Texas Department of Housing and Community Affairs (TDHCA) mandate this requirement in accordance with CSBG Policy Issuance 98.12.8.

## D. Emergency Solutions Grant (ESG) CFDA #14.231

### Applicable Laws:

The City of San Antonio is the grantee that receives ESG funds through a contract with the U.S. Department of Housing and Urban Development. Through this RFP, the City makes ESG funds available to eligible recipients, which can be either local government agencies or private nonprofit organizations. The Emergency Solutions Grants replaces the Emergency Shelter Grants program and expands the eligible activities to include homelessness prevention and rapid re-housing components. The purpose of the ESG program is to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. Additionally, in FY2020 through FY2022, the City of San Antonio is a grantee for Emergency Solutions Grants Program (ESG) under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), also known as ESG-CV funds. ESG-CV funds must be used to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

ESG and ESG-CV funds are available for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, data collection through the Homeless Management Information Systems (HMIS), and Administration. Recipients also receive administration funds with a statutory cap of 7.5 percent for ESG funds and 10 percent for ESG-CV funds. Local government recipients may carry out all ESG activities directly, whereas state recipients may only carry out activities related to administrative costs and HMIS.

1) The following are eligible Emergency Solutions Grants program eligible costs:

- Street Outreach: funds may cover costs related to essential services for unsheltered persons (including emergency health or mental health care, engagement, case management and services for special populations).
- Emergency Shelter: funds may be used for renovation of emergency shelter facilities and the operation of those facilities, as well as services for residents (including case management, child care, education, employment assistance and job training, legal mental, substance abuse treatment, transportation, and services for special populations).
- Homeless Prevention and Rapid Re-Housing: both components fund housing relocation and stabilization services (including rental application fees, security deposits, utility deposit or payments, last month's rent and housing search and placement activities). Funds may also be used for short- or medium-term rental assistance for those who are at –risk of becoming homeless or transitioning to stable housing.
- HMIS: funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, and office space, salaries of operators, staff training costs, and participation fees).
- Administration: Include general management, oversight and coordination; reporting on the program; costs for training; preparing and amending the Consolidated Plan, Annual Action Plan and CAPER; and Environmental Review responsibility.

2) Contractors funded through ESG shall comply with the following laws:

- USC Title 42, Section 11301 (1998) - Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act, as amended
- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits
- ESG Regulations – CFR Title 24, Part 91, Section 576 can be found at <https://www.hudexchange.info/programs/esg/esg-law-regulations-and-notices/>

1. For the purposes of ESG-CV funds, the definitions at 24 CFR 576.2 apply except that:

- (a) *At Risk of Homelessness*. The CARES Act raised the income limit in paragraph (1)(i) of the “at risk of homelessness” definition at 24 CFR 576.2 from 30 percent of area median income to the Very Low-Income limit of the area, as determined by the Secretary. The entire definition of “at risk of homelessness,” incorporating the higher income limit for ESG-CV activities, is included below for reference.

*At Risk of Homelessness* means

- i. an individual or family who:
  - (a) Has an annual income that does not exceed the Very Low-Income Limit of the area, as established for HUD’s Section 8 and Public Housing programs at [www.huduser.gov/portal/datasets/il.html](http://www.huduser.gov/portal/datasets/il.html);
  - a. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2; and
  - b. Meets one of the following conditions:
    - c. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
    - d. Is living in the home of another because of economic hardship;
    - e. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
    - f. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
    - g. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
    - h. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    - i. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.
- ii. A child or youth who does not qualify as “homeless” under 24 CFR 576.2, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and

- Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- iii. A child or youth who does not qualify as “homeless” under 24 CFR 576.2, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
- (b) *Local government* and *unit of general purpose local government* mean a “unit of general purpose local government,” as defined in 24 CFR 576.2 (i.e., any city, county, town, township, parish, village, or other general purpose political subdivision of a State) and, as established by section 100261(1) of the Moving Ahead for Progress in the 21st Century Act (MAP-21 Act), Public Law 112–141, includes:
    - i. an instrumentality of a unit of general purpose local government, provided that the instrumentality is not a public housing agency, is established pursuant to legislation, and is designated by the chief executive of the general purpose local government to act on that government’s behalf with regard to activities funded under title IV of the McKinney-Vento Homeless Assistance Act; and
    - ii. a combination of general purpose local governments, such as an association of governments that is recognized by HUD.
  - (c) *State* means a “State” as defined in 24 CFR 576.2 (i.e., each of the several States and the Commonwealth of Puerto Rico); and, as provided by section 100261(2) of the MAP-21 Act, includes any instrumentality of any of the several States designated by the Governor to act on behalf of the State and does not include the District of Columbia; 5
2. *Definitions not in 24 CFR 576.2.*
- (a) *The McKinney-Vento Act* means the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 *et seq.*).
  - (b) *Coronavirus* means SARS–CoV–2 or another coronavirus with pandemic potential, as defined by section 23005 of the CARES Act.
  - (c) *ESG* means, unless otherwise specified, the Emergency Solutions Grants Program whether funded through annual fiscal year (FY) appropriations or CARES Act funding. For example, a program participant assisted using only ESG funding and a program participant assisted using only ESG-CV funding are both ESG program participants.
  - (d) *ESG-CV* means the Emergency Solutions Grants Program as funded by the CARES Act and governed by requirements HUD establishes in accordance with that Act. ESG-CV funds do not include annual ESG funds (e.g., FY 2020 ESG grant funds), although annual ESG funds may be used in accordance with the requirements established for purposes of ESG-CV funds as further described in Section IV of this Notice.
  - (e) *Temporary Emergency Shelter* means any structure or portion of a structure, which is used for a limited period of time because of a crisis, such as a natural disaster or public health emergency, to provide shelter for individuals and families displaced from their normal place of residence or sheltered or unsheltered locations. Examples of temporary emergency shelters include:
    - a. an overnight, daytime, or 24-hour shelter in which program participants are only provided a safe place to sleep, rest, bathe, and eat;
    - b. a shelter where one or more services are made available on-site, whether by shelter staff or contractors or through a memorandum of understanding with another subrecipient or service provider; and
    - c. a shelter designed to facilitate the movement of homeless individuals and families into permanent housing within a fixed period of time (e.g., within 12 months) and employs or contracts with one or more case managers or service providers to provide services as specified under sections III.E.3.a.(i)(e) and III.E.3.a.(ii)(e) through (h).

- (f) *Prevent, Prepare for, and Respond to Coronavirus*. To assist recipients in ensuring that an activity being paid for with ESG-CV funds is eligible, or determining whether annual ESG funding may follow the waivers and alternative requirements established in this Notice, recipients and subrecipients should consider the following:
- a. *Prevent...coronavirus* means an activity designed to prevent the initial or further spread of the virus to people experiencing homelessness, people at risk of homelessness, recipient or subrecipient staff, or other shelter or housing residents. This includes providing Personal Protective Equipment to staff and program participants, paying for non-congregate shelter options such as hotels and motels, paying for handwashing stations and portable toilets for use by people living in unsheltered situations, and providing rapid re-housing or homelessness prevention assistance to individuals and families who are homeless or at risk of homelessness (as applicable) to reduce their risk of contracting or further spreading the virus.
  - b. *Prepare for...coronavirus* means an activity carried out by a recipient or subrecipient prior to or during a coronavirus outbreak in their jurisdiction to plan to keep people healthy and reduce the risk of exposure to coronavirus and avoid or slow the spread of disease. This includes updating written standards to prioritize people at severe risk of contracting coronavirus for shelter and housing consistent with fair housing and nondiscrimination requirements, adapting coordinated entry policies and procedures to account for social distancing measures or increased demand, developing a strategy and recruiting landlords to provide housing to people experiencing homelessness or at risk of homelessness, training homeless providers on infectious disease prevention and mitigation, and implementing a non-congregate shelter strategy to reduce the spread of coronavirus.
  - c. *Respond to coronavirus* means an activity carried out once coronavirus has spread to people experiencing homelessness, provider staff, or once individuals and families lose or are at risk of losing their housing as a result of the economic downturn caused by coronavirus. This includes transporting individuals and families experiencing homelessness to medical appointments, paying for shelter to isolate individuals who have contracted coronavirus from other program participants and people experiencing homelessness, providing rental assistance to those who are at risk of losing their housing, have already become homeless, or continue to experience homelessness due to the economic downturn caused by coronavirus, and providing hazard pay to recipient or subrecipient staff who put their own health at risk to continue to provide necessary services to individuals and families experiencing and risk of homelessness.

- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

- 3) Contractors receiving ESG funds agree to match ESG grant funds dollar for dollar with their own locally generated amounts. These local amounts can come from the contractor or other state and local grants **and must be in cash or cash equivalent for acquisition, rehabilitation, or new construction projects**. "In-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time **may be used as match for service contracts such as operations of a facility or supportive services**.
- 4) Contractor shall not discriminate against "Committed Couples" which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.
- 5) The following Special Condition Clauses are applicable to all ESG and HOPWA Contracts and loan

documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Contractor shall ensure that all services are consistent with the City of San Antonio Consolidated Plan located at: <https://www.sanantonio.gov/GMA/Consolidated-Plan>

- 6) The following rules, statutes, waivers and alternative requirements are applicable to ESG-CV funds only.

The CARES Act authorizes the Secretary to waive, or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the obligation by the Secretary or the use by the recipient of these amounts, except for requirements related to fair housing, nondiscrimination, labor standards, and the environment. The Notice describes when temporary emergency shelter is exempt from environmental review and outlines standards for temporary emergency shelter. Regulatory waiver authority is also provided by 24 CFR 5.110 and 91.600. For the reasons stated with each waiver or alternative requirement established in this Notice, HUD has determined that good cause exists for each waiver or alternative requirement and that the waiver or alternative is necessary to prevent, prepare for, and respond to coronavirus.

Except as otherwise stated in this Notice, waivers and alternative requirements shall be deemed to be effective as of the date a State or unit of local government began preparing for coronavirus, which HUD shall presume to be January 21, 2020 – the date the first confirmed case was reported in the United States. However, each recipient must maintain adequate documentation to assure these waivers and alternative requirements are used only with respect to ESG- or ESG-CV-eligible activities the recipient or its subrecipients implemented to prevent, prepare for, and respond to coronavirus, including documentation demonstrating when their particular state or local government began preparing for coronavirus, such as notes on formal planning meetings or calls. Certain alternative requirements established by this Notice that limit activities in comparison with the requirements in 24 CFR 576 and the CARES Act are not retroactive.

**A. Means of Carrying Out Grant Activities.** In general, the requirements at 24 CFR 576.202 apply, except that:

1. *States may use up to 100 percent of grant funds awarded to carry out activities directly.* The requirements at Section 412 of the McKinney-Vento Act and 24 CFR 576.202(a), which provide that States must subgrant all of their funds except those used to carry out HMIS activities and administrative activities to units of general purpose are waived to ensure that enough entities with capacity are available to administer ESG-CV funds and to provide additional administrative efficiency to States. States may use up to 100 percent of grant funds awarded to carry out activities directly. However, before a State can use this flexibility to carry out ESG activities directly, the State's consolidated plan/action plan must specify the activities the State will carry out and the amount allocated for those activities, whether in the State's initial FY 2020 action plan submission or an amendment to its most recently approved action plan, and

the State must submit the new certifications that HUD is providing in the Appendices to this Notice, as further explained in section VI, to account for this new program flexibility.

2. *States and local governments may subaward funds to public housing agencies and local redevelopment authorities.* As authorized by Section 414(c) of the McKinney-Vento Act, a local government may subaward funds it receives to a public housing agency, as defined under section 3(b)(6) of the United States Housing Act of 1937, or to a local redevelopment authority, as defined under state law. Where the recipient is a State, the requirement at Section 412 of the McKinney-Vento Act, further defined at 24 CFR 576.202(a), is waived, to allow states to subaward funds it receives to a public housing agency, as defined under section 3(b)(6) of the United States Housing Act of 1937, or to a local redevelopment authority, as defined under state law to ensure that there are enough entities with capacity available to administer ESG-CV funds. ESG recipients who subaward funds are responsible for ensuring grants are carried out in accordance to this notice.

## **B. Obligation, Expenditure, and Payment Requirements and Recapture Process.**

1. *Obligation Deadlines.* To assure that all funding and flexibilities provided by the CARES Act and HUD under this Notice can be used as necessary to prevent, prepare for, and respond to coronavirus, HUD is waiving the regulatory obligation deadlines and standards for meeting those deadlines and establishing alternative requirements as follows. ESG-CV funds must be obligated by the recipient in accordance with 24 CFR 576.203(a)(1) and (2), except as provided below. The applicable period for obligating ESG-CV funds begins on the date HUD signed the recipient's grant agreement for the first allocation of ESG-CV funds. The obligation deadlines below apply to the both the first and second allocation of ESG-CV funds. HUD is also providing further flexibility for recipients (including states and non-states) to provide additional time to identify entities that have capacity and expertise to mitigate the impacts of coronavirus, including those who have not previously or recently received ESG funding.

(i) Recipients that are states have:

(i) 180 days from the date HUD signs the grant agreement to obligate funds for activities it will carry out directly, as permitted in Section III.A.1. This obligation may be evidenced by a written designation of a department within the government to carry out an eligible activity directly; and

(ii) up to 240 days from the date HUD signs the grant agreement to obligate ESG-CV funds to subrecipients. Recipients must maintain in the program records a description of any changes the recipient implemented to identify and select new subrecipients.

(ii) Recipients that are metropolitan cities, urban counties, or territories may have up to 240 days from the date HUD signs the grant agreement to obligate ESG-CV funds. Recipients must maintain in their program records a description of any changes the recipient implemented to identify and select new subrecipients.

2. *Expenditures.* The requirements at 24 CFR 576.203(b) generally apply, except that the provision that all of the recipient's grant must be expended for eligible activity costs within 24 months after the date HUD signs the grant agreement with the recipient is waived and the following alternative requirements are established:

(i) Before drawing down funds for an activity, the recipient must enter complete, up-to-date information on that activity in the Integrated Disbursement and Information System (IDIS), including the total funding allocated to that activity and a description of how the activity prevents, prepares for, and responds to coronavirus. This requirement is necessary to assure the use of funds for eligible activities to prevent, prepare for, and respond to coronavirus and facilitate compliance with the CARES Act's reporting requirement, which is described in section III.G.2 of this Notice.

(ii) *Overall Deadline for Expending First and Second Allocations.* All funds awarded to a recipient through the first and second allocations of ESG-CV funds must be expended for eligible activity costs by September 30, 2022. Establishing this standardized expenditure deadline for all recipients discourages recipients from delaying their expenditure deadline by delaying the execution

of their grant agreements, thus making funds more quickly available to prevent, prepare for, and respond to coronavirus.

(iii) *Progressive Expenditure Deadlines and Recapture Provisions.* To ensure ESG-CV funds are spent quickly on eligible activities to address the public health and economic crises caused by coronavirus, the following alternative requirements are established:

(i) HUD may recapture up to 20 percent of a recipient's total award, including first and second allocation amounts, if the recipient has not expended at least 20 percent of that award by September 30, 2021.

(ii) HUD may recapture up to 80 percent of a recipient's total award, including first and second allocation amounts, if the recipient has not expended at least 80 percent of that award by March 31, 2022.

(iii) Prior to recapturing funds as described above, HUD will follow the enforcement process described in 24 CFR 576.501 and provide the recipient with an opportunity to provide a spending plan demonstrating to HUD's satisfaction that all of the recipient's ESG-CV funds from the first and second allocations will be expended by September 30, 2022.

(iv) *Reallocation process.* HUD reserves its discretion to make subsequent waivers and alternative requirements to assure recaptured funds are reallocated in a manner consistent with the statutory purposes and conditions for ESG-CV funds.

**C. Match.** As provided by the CARES Act, ESG-CV funds are not subject to the match requirements that otherwise apply to the Emergency Solutions Grants program.

**D. Program Income.** Because ESG-CV program income cannot be used as match without the ESG matching requirement, HUD is waiving the ESG provisions for program income under 24 CFR 576.2 and 576.407(c)(1) and establishing alternative requirements, as follows:

1. Program income is defined as provided by 2 CFR 200.80, except that:

(i) Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient, as provided by 24 CFR 576.2; and

(ii) Costs that are incidental to generating program income and not charged to the ESG-CV grant or subgrant may be deducted from gross income to determine program income, as allowed under 2 CFR 200.307(b).

2. As allowed under 2 CFR 200.307(e), program income may be treated as an addition to recipient's grant (or the subrecipient's subgrant, if the income is generated by the subrecipient's activities), provided that the program income is used in accordance with the purposes and conditions of that grant or subgrant. Program income otherwise must be deducted from allowable costs as provided by 2 CFR 200.307(e)(1). These changes to the otherwise applicable program income requirements are necessary to maximize the capacity and efficiency of ESG-CV recipients and subrecipients to prevent, prepare for, and respond to coronavirus.

**E. Program Components and Eligible Activities.** The requirements of 24 CFR Part 576 – Subpart B apply, except that:

1. *Emergency Shelter and Street Outreach cap.* As provided by the CARES Act, the cap established for street outreach and emergency shelter activities in section 576.100(b) does not apply. Recipients may expend as much of their funding on street outreach and emergency shelter activities as needed to prevent, prepare for, and respond to coronavirus among people experiencing homelessness including mitigating the impacts caused by coronavirus. HUD strongly encourages recipients to coordinate housing and services for those individuals with the Continuum of Care in their geographical region.

2. *Pre-Award Costs.* To account for the urgent activities and costs ESG recipients and subrecipients have undertaken to prevent, prepare for, and respond to coronavirus, the recipient is authorized to use ESG-CV funds to cover or reimburse costs incurred before the period of performance provided that the cost to be

covered or reimbursed would be otherwise allowable under the flexibilities and requirements established for ESG-CV funds and was incurred by a recipient or subrecipient on or after January 21, 2020 to prevent, prepare for, and respond to coronavirus. In addition, where this Notice limits activities in comparison with 24 CFR Part 576 (e.g., the maximum rental assistance per program participant in Section III.E.5.b.(i)@ of this Notice), a recipient may cover or reimburse costs incurred before the period of performance, provided that the cost to be covered or reimbursed would be otherwise allowable under 24 CFR Part 576 and either:

- (a) The costs were incurred prior to the publication of this Notice; or
- (b) For costs not incurred prior to the publication of this Notice, the recipient has included the activities in its substantial amendment or action plan for ESG-CV funds, which has been submitted to HUD and not disapproved prior to the publication of this Notice.

An environmental review, as applicable, must be completed and a Request for Release of Funds must be approved in accordance with 24 CFR Part 58 and Section III.E.6 of this Notice, prior to a commitment to cover or reimburse with ESG funds.

3. *Additional Eligible Activities.* In addition to the eligible activities listed in 24 CFR 576 – Subpart B, funds may be used for the following activities:

a. *Temporary emergency shelters.* As permitted by the CARES Act, ESG-CV funds may be used to pay for temporary emergency shelters for individuals and families experiencing homelessness in order to prevent, prepare for, and respond to coronavirus.

(i) Eligible costs include:

- (i) Leasing existing real property or temporary structures to be used as temporary emergency shelters;
- (ii) Acquisition of real property (e.g. hotels, ancillary structures, parking lots). The total amount of ESG-CV funds used for acquisition must not exceed \$2.5 million per real property;
- (iii) Renovation (including major rehabilitation and conversion) of real property (e.g., hotels) into temporary emergency shelters. Eligible costs include labor, tools, and other costs for renovation;
- (iv) Shelter operations costs including the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, supplies necessary for the operation of the temporary emergency shelter;
- (v) Services, including essential services under 24 CFR 576.102(a)(1), housing search and placement services under 24 CFR 576.105(b)(1), and housing search and counseling services as provided under 24 CFR 578.53(e)(8); except as otherwise stated in this Notice or 24 CFR part 576.408; and,
- (vi) Other shelter costs HUD pre-approves in writing.

(ii) Requirements:

- (i) As permitted by the CARES Act, the use of funds for these shelters will not be subject to the habitability standards under section 417(c) of the McKinney-Vento Act, shelter standards at 24 CFR 576.403(b), or the environmental review requirements that otherwise apply to the use of ESG funds if the shelters have been determined by State or local health officials to be necessary to prevent, prepare for, and respond to coronavirus. Recipients and subrecipients must still comply with nondiscrimination and applicable accessibility requirements, including requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Fair Housing Act, and their implementing regulations. See also 24 CFR 576.407(a);
- (ii) These temporary emergency shelters shall not be subject to the minimum periods of use required by section 416(c)(1) of the McKinney-Vento Act and 24 CFR 576.102(c) and shall be considered as excluded by law from any certifications recipients submit pursuant to 24 CFR 91.225(c)(1) through (c)(4) or 91.325(c)(4)(i) through (c)(4)(iv); however, if funds were used for acquisition or renovation (including conversion or major rehabilitation), the

property's use and disposition will be subject to the real property requirements in 24 CFR 200.311;

(iii) In general, funds may be used to support temporary emergency shelters to prevent, prepare for, and respond to coronavirus until January 31, 2022. This January 31, 2022 limit will ensure that ESG-CV funds are available to serve more individuals and families with assistance to prevent, prepare for, and respond to coronavirus. However, upon written request by the recipient, HUD may grant an exception to the January 31, 2022 limit, if the recipient demonstrates:

- (i) Why additional funding for a longer period of time is necessary and what planned activities the recipient will forgo to continue funding the temporary emergency shelter;
  - (ii) The number of additional months the recipient will fund the temporary emergency shelter; and
  - (iii) The plan for connecting program participants to permanent housing when the temporary emergency shelter is no longer funded;
- (iv) In addition to the records required at 24 CFR 576.500, the recipient must retain documentation that the property or structure or portion of a structure used as temporary emergency shelter met the definition of temporary emergency shelter during the time it was so used. For example, a recipient could document that the property is typically a hotel and is only being used as an emergency shelter for the period of time that public health officials determine special measures are needed to prevent the spread of coronavirus;
- (v) Whether or not services are provided as part of temporary emergency shelter, the recipient or subrecipient must assure that for each program participant receiving shelter, the individual or family's service needs are evaluated as required by 24 CFR 576.401(a) and appropriate services are made available as needed in accordance with 24 CFR 576.401(d), and a program participant in temporary emergency shelter shall be eligible to receive essential services from the recipient or subrecipients other than the program participant's shelter provider;
- (vi) A temporary emergency shelter may provide space for program participants to receive services consistent with 24 CFR 576.401(d) even if the services are not ESG-funded or notfunded as part of the shelter project;
- (vii) Program participants cannot be required to sign leases or occupancy agreements, receive treatment, or perform any other prerequisite activities as a condition for staying in any shelter or receiving services; and
- (viii) In all other respects, the funding and operation of temporary emergency shelters must comply with the ESG-CV requirements for emergency shelters under this Notice and 24 CFR part 576.

c. *Training.* As permitted by the CARES Act, ESG-CV funds may be used for training on infectious disease prevention and mitigation for staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness and the use of funding shall not be considered administrative costs for purposes of the 10 percent cap. In addition, the limitations on eligible activities provided in section 415(a) of the McKinney-Vento Homeless Assistance Act and 24 CFR part 576, subpart B are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used for training on infectious disease prevention and mitigation for homeless assistance providers, including those who do not receive funding through the CARES Act, to help them best prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness. These training costs are eligible as a standalone activity and are not to be charged to an activity under 24 CFR 576.101 to 24 CFR 576.109.

- d. *Hazard Pay*. As permitted by the CARES Act, funds may be used to pay hazard pay for recipient- or subrecipient-staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness. Examples of recipient or subrecipient staff working directly in support of coronavirus response include emergency shelter intake staff, street outreach teams, emergency shelter maintenance staff, emergency shelter security staff, staff providing essential services (e.g., outpatient health or mental health, housing navigators), and staff in proximity to persons with coronavirus or working in locations with a high likelihood of contracting coronavirus.
- e. *Handwashing Stations and Portable Bathrooms*. The limitations on eligible activities provided in section 415(a) of the McKinney-Vento Homeless Assistance Act and 24 CFR part 576, subpart B are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used under 24 CFR 576.101(a) for installing and maintaining handwashing stations and bathrooms (e.g., porta potties) in outdoor locations for people experiencing unsheltered homelessness. Allowing ESG-CV funds to pay for the costs of handwashing stations and bathroom facilities will help prevent the spread of coronavirus by providing people living in unsheltered locations regular access to bathrooms and the ability to wash their hands.
- f. *Landlord Incentives*. The limitations on eligible activities under section 415(a) of the McKinney-Vento Act and 24 CFR 576.105 are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used under 24 CFR 576.105 to add the eligible cost of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. However, a recipient may not use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three times the rent charged for the unit. Waiving the limitation on eligible costs under housing relocation and stabilization services to pay for the costs of landlord incentives will increase the number of housing units available to people experiencing homelessness or at risk of homelessness, especially in tight rental markets and obtaining and maintaining housing is critical to preventing the spread of coronavirus and helping mitigate the economic impact of the crisis. The limitation to three times the rent charged for each unit ensures enough ESG-CV funds remain available to provide other eligible activities necessary to prevent the spread of coronavirus. Eligible landlord incentive costs include:
- (i) Signing bonuses equal to up to 2 months of rent;
  - (ii) Security deposits equal to up to 3 months of rent;
  - (iii) Paying the cost to repair damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit; and,
  - (iv) Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.
- g. *Volunteer Incentives*. The limitations on eligible activities provided in section 415(a) of the McKinney-Vento Homeless Assistance Act and 24 CFR part 576, subpart B are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used under 24 CFR 576.101(a), 24 CFR 576.102(a)(1), and 24 CFR 576.105(b) for cost of providing reasonable incentives to volunteers (e.g., cash or gift cards) who have been and are currently helping to provide necessary street outreach, emergency shelter, essential services, and housing relocation and stabilization services during the coronavirus outbreak. Waiving this requirement to allow the payment of reasonable costs of volunteer incentives will increase the number of people available to provide the needed services and connections to housing to individuals and families experiencing homelessness to prevent the spread of coronavirus.

5. *Waivers, Alternative Requirements and Statutory Flexibilities for Existing Eligible Activities.*
- a. *Emergency Shelters.* The requirements at 24 CFR 576.102 apply, except funds may be used only for the costs of providing emergency shelter during the period beginning on the date the recipient or subrecipient began preventing, preparing for, and responding to coronavirus and ending on January 31, 2022, and only for those costs that are necessary to prevent, prepare for, and respond to coronavirus. This alternative requirement will ensure that ESG-CV funds are used efficiently to provide more individuals and families with assistance needed to prevent, prepare for, and respond to coronavirus.
- b. *Short-Term and Medium-Term Rental Assistance.*
- (i) 24 CFR 576.106(a)(2), where medium-rent is defined as “for more than 3 months but not more than 24 months of rent” is waived and an alternative requirement is established where medium-term is established as for more than 3 months but not more than 12 months. This alternative requirement will allow more households to receive rapid re-housing and homelessness prevention assistance, which is necessary to prevent, prepare for, and respond to coronavirus.
- (ii) The requirement at 24 CFR 576.106(d) that prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, is waived so long as the rent complies with HUD’s standards of rent reasonableness, as established under 24 CFR 982.507. Waiving this requirement will allow recipients to help program participants move quickly into housing or retain their existing housing, which is especially critical at reducing the spread of coronavirus and responding to coronavirus. This waiver provides additional flexibility beyond the waiver made available to the ESG Program on March 31, 2020 and extended to ESG-CV funds on May 22, 2020 by permitting ESG recipients to provide rental assistance for program participants, whose current rent exceeds FMR and by allowing recipients to use this waiver as needed throughout the period they are providing rental assistance to prevent, prepare for, and respond to coronavirus.
- c. *Administrative Costs.* As permitted by the CARES Act, a recipient may use up to 10 percent of its total ESG-CV grant for administrative costs specified in 24 CFR 576.108.
- d. *No Cap for Emergency Shelter and Street Outreach Activities.* As permitted in the CARES Act, ESG-CV funds may be used for emergency shelter and street outreach activities without regard to the spending cap established by section 415(b) of the McKinney-Vento Act and 24 CFR Part 576.100(b). The same flexibility applies to using ESG-CV funds to establish and operate temporary emergency shelters.
- e. *Hotel/Motel Costs.* As permitted under 24 CFR 576.102(a)(3), eligible costs include a hotel or motel voucher for homeless individuals and families where no appropriate emergency shelter is available. Additionally, the limitations on eligible activities provided in section 415(a) of the McKinney-Vento Act and 24 CFR part 576, subpart B are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used for the following hotel or motel costs for individuals and families experiencing homelessness, receiving rapid re-housing assistance under the Continuum of Care (CoC) or ESG programs, receiving homelessness prevention under the ESG program, or residing in permanent supportive housing: The recipient or subrecipient may pay for a hotel or motel room directly or through a hotel or motel voucher. Additionally, funds can be used to pay for cleaning of hotel and motel rooms used by program participants as well as to repair damages caused by program participants above normal wear and tear of the room. These flexibilities are provided to allow recipients to secure hotel and motel rooms more quickly to be available when needed to prevent the spread of coronavirus (for example, when a program participant needs to isolate to keep from spreading the virus to other shelter occupants or household members).
- f. *Helping current ESG program participants maintain housing.* In order to ensure current program participants receiving homelessness prevention and rapid re-housing assistance do not lose their housing during the coronavirus public health crisis and the subsequent economic downturn caused by the crisis, the requirements in 24 CFR 576.105(c) and 576.106(a) are waived and alternative requirements are established as follows:

(i) The requirement at 24 CFR 576.105(c) limiting the total period of time for which any program participant may receive the services under paragraph (b) to 24 months during any 3-year period is waived solely for those program participants who reach their 24-month maximum assistance during the period beginning on the presumed start of this crisis, January 21, 2020 – the date the first confirmed case was reported in the United States, and ending 6 months from the date of publication of this Notice, provided that the services are only extended for these program participants for up to a maximum of an additional 6 months; and

(ii) The requirement at 24 CFR 576.106(a) limiting the total number of months a program participant can receive rental assistance to 24 months in a 3-year period is waived solely for those program participants who reach their 24-month maximum during the period beginning on the presumed start of this crisis, January 21, 2020 – the date the first confirmed case was reported in the United States, and ending 6 months from the date of publication of this Notice, provided that the rental assistance is only extended for these program participants for up to a maximum of an additional 6 months.

g. *HMIS Lead Activities.* The limitations on eligible activities provided in section 415(a) of the McKinney-Vento Act and 24 CFR Part 576, subpart B are waived to the extent necessary to authorize ESG funds to be used under 24 CFR 576.107 to pay for HMIS costs beyond where they are related to collecting data on ESG program participants and ESG program activities to the extent they are necessary to help the geographic area prevent, prepare for, and respond to coronavirus. Additionally, 24 CFR 576.107 that limits recipients to paying for the costs at 24 CFR 576.107(b) is waived to allow recipients that are not the HMIS Lead, as designated by the Continuum of Care, to pay for costs at 24 CFR 576.107(b), either directly or by sub-granting to the HMIS Lead if the HMIS Lead is an eligible subrecipient to the extent that the HMIS costs are necessary to help the geographic area prevent, prepare for, and respond to coronavirus. This waiver and these alternative requirements provide additional flexibility beyond the waiver made available to the ESG Program on March 31, 2020 and extended to ESG-CV funds on May 22, 2020 by permitting ESG recipients who are not also HMIS Leads to pay for the costs eligible at 24 CFR 576.107(b) and lifting the 6-month limit on the waiver so that this flexibility applies throughout the period the recipient or subrecipient uses funds to prevent, prepare for, and respond to coronavirus. Additionally, this waiver provides additional flexibility for ESG funds to be used on HMIS costs even when they are not related to ESG program participants or ESG activities when necessary to collect and report better data about the impact of coronavirus across the community. These flexibilities will allow communities to collect data that is necessary to coordinate and report on activities to prevent, prepare for, and respond to coronavirus among individuals and families experiencing homelessness, at risk of homelessness, and receiving homeless assistance.

h. *Legal Services.* Legal services established in 24 CFR 576.102(a)(1)(vi) and 24 CFR 576.105(b)(4) are limited to those services necessary to help program participants obtain housing or keep a program participant from losing housing where they currently reside.

**F. Program Requirements.** The requirements at 24 CFR part 576, subpart E apply, except as otherwise established in this Notice.

1. *Consultation with the Continuum of Care.* As provided under the CARES Act, ESG-CV funds are not subject to the CoC consultation requirements at 24 CFR 576.400(a).
2. *Coordination with other targeted homeless services.* To ensure funds are deployed quickly to address the immediate public health crisis and prevent the spread of coronavirus, the coordination requirements at 24 CFR 576.400(b) are waived.
3. *System and Program Coordination with Mainstream Resources.* To ensure funds are deployed quickly to address the immediate public health crisis and prevent the spread of coronavirus, the coordination requirements at 24 CFR 576.400(c) are waived.

4. *Centralized or Coordinated Assessment, Written Standards for Administering Assistance, and HMIS.* With respect to costs incurred between January 21, 2020 and June 30, 2020 that are allowable under this Notice but not under 24 CFR Part 576, the requirements to use the CoC's centralized or coordinated assessment under 24 CFR 576.400(d), administer the assistance in accordance with written standards as provided under 24 CFR 576.400(e), and participate in HMIS under Section 416(f) of the McKinney-Vento Act and 24 CFR 576.400(f) are waived for the first 60 days of the project's operation. HUD has determined this waiver is necessary to allow jurisdictions to quickly implement activities necessary to prevent the spread of coronavirus and account for the time needed to integrate these activities into centralized or coordinated assessment and HMIS, and revise the written standards for administering assistance to account for the new program flexibilities.

5. *Housing Stability Case Management.* As required by 24 CFR 576.401(a) and (c), the recipient and its subrecipient must determine the available services and assistance that each ESG-CV program participant will need to achieve independent living and avoid further housing instability or homelessness, and the recipient and its subrecipient must assist each ESG-CV program participant, as needed, to obtain those services and assistance. However, HUD is making an across-the-board waiver of the ESG requirement in 24 CFR 576.401(e)(1) that housing stability case managers to meet not less than once per month with each program participant receiving homelessness prevention or rapid re-housing assistance. HUD is waiving this requirement for all program participants receiving this assistance after qualifying as homeless, in order to be consistent with the CARES Act prohibition stated in section III.F.10. Additionally, HUD is waiving the requirement for all program participants receiving assistance after qualifying as at risk of homelessness, in order to prevent the spread of coronavirus and reduce the barriers to providing the homelessness prevention that is necessary to respond to coronavirus. This waiver provides additional regulatory relief beyond the waiver HUD made available on March 31, 2020 for annual ESG funds and extended on May 22, 2020 for annual ESG funds and ESG-CV funds, by lifting the 3-month limitation established May 22, 2020, and making the waiver of 24 CFR 576.401(e)(1) apply throughout the period the recipient or subrecipient uses funds to prevent, prepare for, and respond to coronavirus.

6. *Shelter and Housing Standards.* The lead-based paint remediation requirements of 24 CFR 576.403(a) apply to all shelters for which ESG-CV funds are used and all housing occupied by program participants. The habitability requirements at 24 CFR 576.403(b) do not apply to temporary emergency shelters that have been determined by State or local health officials to be necessary to prevent, prepare for, and respond to coronavirus. However, recipients and subrecipients must still comply with nondiscrimination and applicable accessibility requirements, including requirements under Section 504 of the Rehabilitation Act, the Fair Housing Act, the Americans with Disabilities Act, and their implementing regulations. See also 24 CFR 576.407(a). All other shelters and housing for which ESG-CV funds must meet the applicable standards in 24 CFR 576.403(b) and 576.403(c).

7. *Environmental Review Requirements.* Except as otherwise provided in this notice for temporary emergency shelters that have been determined by State or local health officials to be necessary to prevent, prepare for, and respond to coronavirus, "responsible entities" (as defined in 24 CFR 58.2) must assume all of the responsibilities with respect to environmental review, decision making, and action required under 24 CFR Part 58. Also, as required by 24 CFR 58.4(a), when a State distributes funds to a responsible entity, the State must provide for appropriate procedures by which these responsible entities will evidence their assumption of environmental responsibilities. In accordance with these requirements and section 100261(3) of the MAP-21 Act, 24 CFR 576.407(d) does not apply. Environmental regulations at 24 CFR 58.22 prohibit ESG recipients and any other participant in the development process from committing HUD or non-HUD funds to a project until the environmental compliance review process has been successfully completed or until receipt of the Authority to Use Grant Funds, if applicable. In addition, until the environmental compliance review process has been successfully completed or until receipt of the Authority to Use Grant Funds, neither a recipient nor any participant in

the development process may commit non-HUD funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Emergency Environmental Review Procedures: HUD's environmental review regulations in 24 CFR Part 58 include two provisions that may be relevant to environmental review procedures for activities to prevent, prepare for, or respond to coronavirus. The first is 24 CFR § 58.34(a)(10), which provides an exemption for certain activities undertaken in response to a national or locally declared public health emergency. The second is a streamlined public notice and comment period in the regulation at 24 CFR 58.33, which may apply in some cases for emergency activities undertaken to prevent, prepare for, or respond to coronavirus. The application of these two provisions following a presidentially-declared or locally-declared public health emergency are discussed in the Notice, *Guidance on conducting environmental review pursuant to 24 Part 58 for activities undertaken in response to the public health emergency as a result of COVID-19* (available at:

<https://www.hud.gov/sites/dfiles/OCHCO/documents/2020-07cpdn.pdf>).

8. *Procurement*. As provided by the CARES Act, the recipient may deviate from the applicable procurement standards (e.g., 24 CFR 576.407(c) and (f) and 2 CFR 200.317-200.326) when procuring goods and services to prevent, prepare for, and respond to coronavirus. If the recipient deviates from its procurement standards then the recipient must establish alternative written procurement standards, and maintain documentation on the alternative procurement standards used to safeguard against fraud, waste, and abuse in the procurement of goods and services to prevent, prepare for, and respond to coronavirus. This alternative requirement is necessary to ensure the funds are used efficiently and effectively to prevent, prepare for, and respond to coronavirus. Notwithstanding this flexibility, the debarment and suspension regulations at 2 CFR part 180 and 2 CFR part 2424 apply as written.

9. *Prohibition Against Duplication of Benefits*. Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. "Duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Recipients must establish and maintain adequate procedures to prevent any duplication of benefits with ESG-CV funds. HUD will issue additional guidance to facilitate compliance with this requirement.

10. *Provision of Supportive Services*. Although HUD strongly encourages the use of supportive services when necessary, as required by the CARES Act, individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, rental assistance, or other services provided with ESG-CV funds.

**G. Reporting Requirements.** The requirements at 24 CFR 576.500 apply except as otherwise established in this notice

1. *Reporting Requirement*. Recipients will be required to report on uses of the ESG-CV funds, in their Consolidated Annual Performance and Evaluation Report (CAPER) and through submission of project data to the Sage Homeless Management Information System (HMIS) Repository. HUD is waiving 24 CFR 91.520(a) to allow recipients up to 180 days from their program year end date to submit their CAPER to allow additional time for reporting as recipients respond to coronavirus.

2. *Additional CARES Act Reporting*. Section 15011 of the CARES Act requires that recipients of \$150,000 or more of CARES Act funding submit, not later than 10 days after the end of each calendar quarter, a report containing information regarding the amount of funds received; the amount of funds obligated or expended for each project or activity; a detailed list of all such projects or activities, including a description of the project or activity; and detailed information on any subcontracts or

subgrants awarded by the recipient. As outlined in the Office of Management and Budget (OMB) memorandum, M-20-21, existing reporting requirements are anticipated to meet the requirements of section 15011, but the content and format for this reporting is still under development and will need to be reviewed against current program practices. The Department will work in coordination with OMB to ensure that this requirement can be fulfilled by recipients of CARES Act funding in a manner that utilizes to the greatest extent possible existing reporting streams, providing the necessary transparency and accountability with minimal additional burden. If additional reporting is necessary, further guidance will be released by the Department in the near future.

## E. Housing Opportunities for Persons with AIDS (HOPWA) CFDA #14.241

### Applicable Laws

The City of San Antonio receives Housing Opportunity for Persons with Aids (HOPWA) entitlement funds through a contract with the U.S. Department of Housing and Urban Development (HUD). The HOPWA Program was established by (HUD) to address the specific needs of persons living with Human Immunodeficiency Virus (HIV/AIDS) and their families. HOPWA makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons medically diagnosed with (HIV/AIDS), and their families. HOPWA funding provides housing assistance and related supportive services as part of HUD's Consolidated Planning initiative that works in partnership with communities and neighborhoods in managing federal funds appropriated to HIV/AIDS programs. HOPWA grantees are encouraged to develop community-wide strategies and form partnerships with area non-profit organizations.

- 1) Contractors funded through HOPWA shall comply with the following laws:
  - HOPWA Regulations – CFR Title 24, Part 91, Section 574 can be found at <https://www.hudexchange.info/programs/hopwa/hopwa-law-regulations-and-notices/>
  - Americans with Disabilities Act at USC 42 12101-12213 as codified under CFR Title 28
  - CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)
- 2) Contractor shall not discriminate against “Committed Couples” which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.
- 3) The following Special Condition Clauses are applicable to **all** ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to

this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Contractor shall ensure that all services are consistent with the City of San Antonio Consolidated Plan located at: <https://www.sanantonio.gov/GMA/Consolidated-Plan>

#### IV. GLOSSARY OF TERMS

**Amendment** – An agreement executed by all parties to a Contract subsequent to the original execution date of such Contract which modifies provisions of such Contract.

**Audit** – A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor’s financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All contractors must submit an audit of the program funded under this agreement as is further delineated herein. For purposes of this Funding Guide, an Audit shall mean an OMB Circular A-133 Audit or an audit conducted in accordance with State of Texas or other applicable federal agency requirements.

**WSA** – Workforce Solutions Alamo

**WSAB** – The Workforce Solutions Alamo Board

**CARES Act** – An acronym for the Coronavirus Aid, Relief, and Economic Security Act.

**City** – City of San Antonio, a Texas municipal corporation

**Contractor** – A service provider or program operator under contract with the City of San Antonio.

**CCDF** – Child Care Development Funds

**CSBG** – Community Services Block Grant

**ESG** – An acronym for the Emergency Solutions grant from HUD

**ESG-CV** – An acronym for the Emergency Solutions grant under the CARES Act from HUD

**Family** – See definition in 24 CFR 812.2 (The National Affordable Housing Act definition required to be used in the Consolidated Plan differs from the Census definition). The Bureau of Census defines a family as a householder (head of household) and one or more other persons living in the same household who are related by birth, marriage of adoption.

**Federal Poverty Income Limits (FPIL)** – see Poverty Level

**General Fund** – Funds that originate from the tax base or fees and fines collected by the City of San Antonio. These funds are generally adopted for expenditure in the City’s budget through an ordinance.

**Grantor** – The organization that provides grant funds to the City.

**HHS** – U.S. Department of Health and Human Services

**HOPWA** – Housing Opportunities for Persons with AIDS grant from HUD

**Household** – One or more persons occupying a housing unit.

**HUD** – U.S. Department of Housing and Urban Development

**HUD Income Definitions** – Annual income as defined under the Section 8 Housing Assistance Payments program at (24 CFR 813.106) or Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

- A. Wages, salaries, tips, commissions, etc.;
- B. Self-employment income from own non-farm business, including proprietorships and partnerships
- C. Farm self-employment income
- D. Interest, dividends, net rental income, or income from estates or trusts;
- E. Social Security or railroad retirement;
- F. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- G. Retirement, survivor, or disability pensions; and
- H. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040) for individual Federal annual income tax purposes.

**Low- and moderate-income household** – a household having an income equal to or less than the Section 8 income guideline limits established by HUD.

**Low- and moderate-income person** – a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Moderate-income household** – a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

**Moderate-income person** – a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

**Monitoring** – The process of observing and/or reviewing performance which may include on-site observation, review of paperwork and files, interviews with staff or customers, telephone conversations, and formal evaluation of compliance elements.

**Ordinance** – A law enacted by the City Council of the City of San Antonio

**Participant** – An individual who has been determined eligible for and who is receiving program services.

**Policies** – Guidelines for management of programs that have been developed using relevant federal and state laws, state rules, funding limitations, information from grantors, the public, and the goals of the individual programs.

**Poverty Level** – The annual income threshold at or below for which families are considered to live in poverty as established by the U.S. Department of Health and Human Services is listed below. The Federal government changes/updates the Federal Poverty Income Levels (FPIL) annually. The updated 2021 FPIL can be found at <https://www.federalregister.gov/documents/2021/02/01/2021-01969/annual-update-of-the-hhs-poverty-guidelines>

2021 Poverty Guidelines for the 48 Contiguous States and the District of Columbia

Persons in family/household	Poverty guideline
1	\$12,880
2	17,420
3	21,960
4	26,500
5	31,040
6	35,580
7	40,120
8	44,660

For families/households with more than 8 persons, add \$4,540 for each additional person.

**Procedures** – A document that specifies the way to perform an activity and identifies the position responsible for its performance.

**Profit** – An amount in excess of the cost necessary to operate a program. Profit is allowable to the extent it is reasonable as determined during contract negotiations and not in excess of 10% of grant funds. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories for Workforce Innovation and Opportunity Act (WIOA) related costs and may be treated differently for other funding sources. Profit may only be earned by private for-profit organizations. Profit is not allowable with City of San Antonio General Funds.

**Program Income** – For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract;

and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall include this language, in its entirety, in all of its sub-contracts involving income-producing services or activities.

**Section 8 Income Guidelines** – Income limits established by the Department of Housing and Urban Development (HUD). The newest limits can be found at the HUD website [https://www.huduser.gov/portal/datasets/il.html#2021\\_data](https://www.huduser.gov/portal/datasets/il.html#2021_data)

HUD 2021 Section 8 Income Guidelines

Household Size	Low Income (80% of Median)
1	less than \$42,050
2	less than \$48,050
3	less than \$54,050
4	less than \$60,100
5	less than \$64,900
6	less than \$69,700
7	less than \$74,500
8	less than \$79,300

**Service Provider** – Also referred to as the contractor.

**Supportive Services** – May include the following: linkages to community services, assistance with transportation costs, assistance with childcare, assistance with housing costs, referrals to medical services, and assistance with uniforms, work related attire, and work related tool costs including eyeglasses.

**V. REFERENCES**

The following list of resources may be used to find the laws, rules, regulations, and policies referenced in this document. If you are unable to access via the link provided, please copy the link and paste into your browser address line.

- **Age Discrimination in Employment Act** of 1967 (Public Law 90-202) as amended <https://www.eeoc.gov/laws/statutes/adea.cfm>
- **Americans with Disabilities Act**, Public Law 101-336, enacted July 26, 1990 <http://www.eeoc.gov/policy/ada.html>
- **City Charter of the City of San Antonio** <http://www.sanantonio.gov/Clerk/Legislative/City-Charter-City-Code>
- **City of San Antonio Ethics Code** <http://www.sanantonio.gov/Ethics/About/Ethics-Code>

- **Civil Rights Act** of 1991 (Public Law 102-166)  
<http://www.eeoc.gov/laws/cra91.html>
- Title VII of the **Civil Rights Act** of 1964 (Public Law 88-352)  
<https://www.eeoc.gov/laws/statutes/cra-1991.cfm>
- **Code of Federal Regulations (CFR)**  
<https://www.hudexchange.info/programs/esg/esg-law-regulations-and-notices/> for ESG and HOPWA funded activities  
<https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> for all other federally funded activities
- Title IX of the **Education Amendments** of 1972 (USC Title 20, Sections 1681-1688)  
<http://www.dol.gov/oasam/regs/statutes/titleix.htm>
- Federal **Drug-Free Workplace Act** of 1988 as adopted by the Texas Worker’s Compensation Commission Rules Chapter 169  
<https://www.law.cornell.edu/uscode/text/41/8102>  
<http://webapps.dol.gov/elaws/asp/drugfree/screen4.htm>
- **Equal Pay Act** of 1963 (Public Law 88-38)  
<https://www.eeoc.gov/laws/statutes/epa.cfm>
- **Employee Retirement Income Security Act (ERISA)** of 1974 (Public Law 93-406)  
<https://www.dol.gov/general/topic/health-plans/erisa>
- **Fair Labor Standards Act** of 1938, as amended  
[http://www.lawupdates.com/pdf/resources/employment/Fair\\_Labor\\_Standards\\_Act\\_of\\_1938,\\_as\\_amended.pdf](http://www.lawupdates.com/pdf/resources/employment/Fair_Labor_Standards_Act_of_1938,_as_amended.pdf)
- **Internal Revenue Service (IRS)**  
<https://www.irs.gov/> or  
<https://www.irs.gov/newsroom/standard-mileage-rates-for-2018-up-from-rates-for-2017> (for mileage rates)
- **Occupational Safety and Health Act** regulations  
<https://www.osha.gov/law-regs.html>
- **OMB Circulars**  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- **Public Laws**  
<https://www.archives.gov/federal-register/laws>

**NOTE:** For most public laws listed in this document, you will need to go to the section of the

website entitled “Previous Congresses -- 104th (1995-96) through 108th (2003-04) Congress” then click Search. You search by the number of congress that is the first three numbers in the number of the Public Law. Example: Public Law 104-193 is found in the 104<sup>th</sup> Congress. Then type in the Public Law number and press Submit. When you get the Search Results simply look in the Hits until you find the Public Law you want to review.

- Sections 501 and 505 of the **Rehabilitation Act** of 1973 (Public Law 93-112).  
<https://www.eeoc.gov/laws/statutes/rehab.cfm>
- Sections 501 through 509 of the **Rehabilitation Act** of 1973  
<https://www.eeoc.gov/laws/statutes/rehab.cfm>
- Section 504 of the **Rehabilitation Act** of 1973 for ESG and HOPWA contracts  
[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/disabilities/sect504faq](https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/sect504faq)
- For CSBG and CCDF contracts  
[https://www.tn.gov/content/dam/tn/human-services/documents/CSBG\\_Manual- FINAL\\_11-20-15.pdf](https://www.tn.gov/content/dam/tn/human-services/documents/CSBG_Manual- FINAL_11-20-15.pdf)
- Texas Administrative Code (TAC)  
<https://www.sos.texas.gov/tac/index.shtml>
- **Texas Comptroller of Public Accounts** (for State Agency mileage rates).  
<https://fm.xcpa.state.tx.us/fm/travel/milerate/index.php>  
<http://www.window.state.tx.us/fm/statewise/05/10/5.html> (for State Agency per diem rates)
- **Texas Statutes (Codes)**  
<http://www.capitol.state.tx.us>  
  
**NOTE:** The web link takes you to the Texas Legislature Online. On the left menu, click on Texas Statutes for a list of Codes.
- **Texas Workforce Commission**  
<http://www.twc.state.tx.us/>
- **Worker’s Compensation** statutory regulations <http://www.tdi.texas.gov/wc/act/index.html>
- **Unemployment Insurance** statutory regulations  
<http://www.twc.state.tx.us/customers/rpm/rpmsub1.html>
- **United States Code (USC)**  
<http://uscode.house.gov/>

- **United States General Services Commission** (travel per diem rates)  
[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Educational Technology & Extended Learning
Board Meeting Date:	January 18, 2022
Agenda Title:	Approval of the Renewal of the 2021-2022 Interlocal Agreement between SAISD and the City of San Antonio Department of Human Services
Presenter:	Rebecca Landa, Senior Executive Director of Educational Technology & Extended Learning
Cost:	\$1,573,260.00
Board Goal:	Increase the percent of Grade 3 students on grade level in Reading & Math (indirectly) STAAR.

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
4340	1:25 (teacher: student ratio)	73	\$390.00/year	N/A	Varies by number of student allocation

### 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>This is a renewal of the Interlocal agreement between SAISD and the City of San Antonio Department of Human Services to fund, manage, and operate the SAISD After School Challenge Program. The objective of the program is to provide extended learning opportunities and recreational enrichment activities for K-8 students enrolled in SAISD.</p> <p>SAISD has been serving almost 6,000 students since 2016. In 2020-21, due to COVID-19, the projected enrollment was reduced to 3,025 and was aligned to the decrease in funding from the City of San Antonio as students were gradually</p>
--	--

returning to in-person instruction. SAISD met 62% of this goal with 1,867 students attending the Challenge program. An increase in per student costs was experienced due to the following: lower provider to student ratio (1:15) to observe the 6 feet social distance, increased salaries for provider staff, to provide PPE resources, and for the addition of curbside service staff.

For the 2021-22 academic year, the program enrollment goal is 4,340. SAISD is committed to reaching this goal and has taken the following actions: (1) launched a comprehensive Website in English and Spanish dedicated to registration for the YMCA or Greater San Antonio All Stars (GSA); (2) conducted an early registration interest survey in June 2021; (3) participated in SAISD Back-to-School in-person fair for onsite registration; (4) promoted Challenges services via social media; (5) provided cross departmental communication; and (6) supported providers (YMCA and GSA) to recruit SAISD employees.

The City of San Antonio Award Letter is for \$1,573,260.00, a return to the pre-COVID award amount. As a result, we have increased the number of students who will be served during the academic school year 2021-2022 to 4,340 students.

Students participating in the extended day program (After School Challenge) have shown higher performance as noted below:

<b>Extended Day Program Data</b>			
	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
COSA Funding	\$1,512,780	\$1,512,780	\$1,024,259
Program Enrollment	5,916	5,750	1,869
Per Student Cost	\$354.03/year	\$365.52/year	\$550.00/year
Reading STAAR EDP	68%	N/A*	50%
Reading STAAR Non-EDP	63%	N/A*	45%
% of Students who Passed to the Next Grade Level	98%	99.9%	99.9%
Family Income Levels at \$0-\$40,000	74%	82%	42%

\*STAAR Test Not Administered

## SAISD BOARD AGENDA SUMMARY FORM

**AGENDA TITLE:** Approval of General Contractors for Chiller Replacements at Nine Campuses

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

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

**PRESENTER:** Kedrick Wright, Deputy Chief Operations Officer

**MEETING DATE:** January 18, 2022

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

The Board is requested to approve the General Contractor's proposal amount to facilitate the installation of replacement chillers at Travis Early College, YMLA, Ball Academy, Baskin ES, Stewart ES, Pershing ES, Cooper Academy at Navarro, Woodlawn Hills ES, and Wilson ES.

SAISD Board Policy CV (LOCAL) delegates to the Superintendent or designee the authority to determine the appropriate project delivery and contract award method for construction that provides the best value to the District. Competitive Sealed Proposal (CSP) is the procurement method for this project. Best value recommendations are based on staff evaluations.

### II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the recommended proposals at the following campuses: Travis Early College, YMLA, Ball Academy, Baskin ES, Stewart ES, Pershing ES, Cooper Academy at Navarro, Woodlawn Hills ES, and Wilson ES.

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

To be funded through Bond 2020: 661-81-6639-10-\*\*\*-99-HVC

<b>RFCSP No.</b>	<b>Campus Name</b>	<b>Recommended General Contractor</b>	<b>Final Award</b>
21-046(RC)	022 Travis ECHS	Texas Chiller Systems	\$490,000.00
21-052(RC)	024 Navarro Academy	Performance Mech	\$407,724.00
21-048(RC)	103 Ball Academy	Texas Chiller Systems	\$640,000.00
21-049(RC)	105 Baskin ES	L.C. Mosel Co.	\$409,447.00
21-051(RC)	158 Pershing ES	International Mech. Services	\$399,438.00
21-050(RC)	168 Stewart (DP)	Texas Chiller Systems	\$528,500.00
21-054(RC)	174 Wilson ES	TD Industries	\$536,500.00
21-053(RC)	176 Woodlawn Hills ES	Performance Mech	\$533,957.00
21-047(RC)	177 YMLA (Wheatly)	L.C. Mosel Co.	\$901,050.00
<b>Total</b>			<b>\$4,846,616.00</b>

**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.

<b>Evaluation Criteria</b>	
Proposal Price	50 points
Experience and Reputation	20 points
Past Performance with Owner	15 points
SWMBE Participation	5 points
Construction Management Qualifications	10 points
<b>TOTAL</b>	<b>100 points</b>

**SAISD BOARD AGENDA SUMMARY FORM**

---

**AGENDA TITLE:** Approval for Ratification for the repair of the Trane Water Cooled Chiller at De Zavala Elementary School

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

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

**PRESENTER:** Chris Salley, Senior Executive Director, Facilities Services

**MEETING DATE:** January 18, 2022

---

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

The Board is requested to approve staff's recommendation to award the ratification for the emergency repair of a Trane Water Cooled Chiller at De Zavala Elementary School in order to provide a comfortable environment for staff members and students.

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

Resolved that the Board approve the recommended proposal # 20- 3149289 for the Trane Adaptive Frequency Renewal Services for Trane Water Cooled Chiller CVHE025FA5C0PC0213639B6LBA0000000LA00070L000001C100AA AFD Model # AFDE0160FM0A10AF which addresses the major components of the Power Module and Cooling Components.

Company Name: Trane U.S. Inc., dba Trane  
Address: 9535 Ball St.  
City/State/Zip: San Antonio, TX 78217  
Phone: (210) 516-1788  
Point of Contact: Adrian Martinez  
Contract Number: Buyboard #631-20

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

To be funded through 661-51-6629-00-121-99-N-VC DEZAVALA NEW HVAC CAP IMPROVEMENTS in the amount of \$79,508.73.

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

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

**SAISD BOARD AGENDA SUMMARY FORM**

---

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

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

**REQUESTED BY:** Willie Burroughs, Chief Operations & Building Security Officer

**PRESENTER:** Willie Burroughs

**MEETING DATE:** January 18, 2022

---

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

Procurement Services' Recommendations to Board of Trustees for January 18, 2022.

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

1. The Board is requested to approve the purchase of Online Literacy Program that adapts to students' individual needs by tracking reading growth for students in grades 3 – 5 District-wide. This purchase will be used as part of daily library lessons and campus programming.
- Recommended by: Educational Technology & Extended Day
  - Submitted by: Becky Landa
  - Selection Method: The Interlocal Purchasing System (TIPS) - #210902
  - Contract Term: Period covering January 19, 2022 through June 30, 2023
  - Funding Source: Local – 164-12-6329-65-xxx-30-876

**VENDOR**  
LightSail, Inc.

**AWARD AMOUNT**  
\$127,917 approximately

2. The Board is requested to approve the purchase of an annual Subscription for SmartMusic Software. SmartMusic is a suite of web-based music education tools that support efficient practice. This purchase will be used by band, mariachi, orchestra and choir director District-wide to create lessons and write music pieces in order to educate Fine Arts students in choral and instrumental music programs in grades 6-12 on campus and through distance learning.
- Recommended by: Technology & Instructional Materials Allotment
  - Submitted by: Dr. Carol Bielke
  - Selection Method: Buyboard Purchasing Cooperative Contract #619-20
  - Contract Term: Period covering January 19, 2022 through March 31, 2022
  - Funding Source: Local (TIMA) – 410-11-6321-65-999-0-11-000

**VENDOR**  
MakeMusic

**AWARD AMOUNT**  
\$126,041 approximately

**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.

### PROCUREMENT SERVICES CONSENT AGENDA FORM

- Description of goods, services and/or contract recommended for purchase: LightSail, online literacy program that adapts to students' individual needs by tracking reading growth, for students in grades 3-5. This assistive reading program also contains Content Builder, which allows teachers to incorporate core curriculum materials in a variety of formats, Fluency Builder, a Homework Module, and Student-Authored books.
- How will goods and/or services be used? (List Campus/Grades impacted): These resources will be used as part of daily library lessons and campus programming.

3. Submitted by: Becky Landa Educational Technology & Extended Day 12/01/2021  
 Printed Name Department Date

4. Recommended Vendor(s): Company Name: LightSail Inc  
 Address: 228 Park Avenue South  
 City/State/Zip: New York, NY  
 Phone No: 607-341-7110  
 Point of Contact: Eric Solat  
 E-mail Address: esolat@lightsailed.com  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: \_\_\_\_\_  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: TIPS#210902  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services  
 Sole Source Contract Expiration Date: 11/30/2024  
 Other

6. Purchase valid from: 01/19/2022 through: 6/30/2023

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 127,917.90  
*Approximately*

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

Provide Budget Codes & Descriptions: \_\_\_\_\_  
164-12-6329-65-XXX-30-876  
 \_\_\_\_\_  
 \_\_\_\_\_

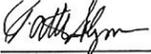
11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

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

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

<u>Becky Landa</u>	Becky Landa	12/6/2021
Requestor Signature	Type Name	Date
_____ Sr. Executive Director/Executive Director Signature	_____ Type Name	_____ Date
_____ Associate Superintendent/Assistant Superintendent Signature	_____ Type Name	_____ Date
<u></u>	Patti Salzmann	12/8/2021
Deputy Superintendent Signature	Type Name	Date
<u>Edward Romero</u>	Edward M. Romero	12/13/2021
Director of Operations, Business Services Signature	Type Name	Date

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

<u>Willie J. Burroughs</u>	Willie Burroughs	12/13/2021
Chief Operations & Building Security Officer, Operations Services Division Signature	Type Name	Date
<u>Larry D. Garza</u>	Larry Garza	12/15/2021
Chief Financial Officer, Financial Services Signature	Type Name	Date
<u></u>	Dr. Kenneth Thompson	12/8/2021
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
_____ Associate Superintendent, Human Capital Management Signature	Toni Thompson Type Name	_____ Date
_____ Deputy Chief Operations Officer, Construction Services Signature	Kedrick Wright Type Name	_____ Date
_____ Director, Employee Benefits, Risk Management & Safety Signature	Lorena Rios Type Name	_____ Date

Revised: October 8, 2021

Reviewed By: RC



228 Park Avenue South Box No: 52282  
New York  
NY  
United States 10003

**Quote SY 21-22**

Valid Until: Mar 31, 2022

Quote Number : 3550358000065028246

**BILL TO:**

San Antonio ISD  
141 Lavaca St  
San Antonio  
TX

78210

**SHIP TO:**

San Antonio ISD  
406 Barrera St.  
San Antonio  
TX

USA  
78210

**Account Name:** San Antonio ISD**Contact Name:** Carol A. Bielke

Product Details	List Price	Qty	Amount	Discount	Total
LightSail Licenses Includes 6,500 complimentary authentic texts, including fiction and nonfiction books with embedded assessments in students' personal library. Antares + LightSail Classics + Rosen Publishing	\$ 17.00	8289	\$ 140,913.00	\$ 28,182.60	\$ 112,730.40
LS Annual Site Registration Fee Site License Set Up Fee	\$ 750.00	57	\$ 42,750.00	\$ 32,062.50	\$ 10,687.50
Homework Module Assign and track 1-time or repetitive homework assignments. Automated tracking and infraction alerts for teachers.	\$ 3.00	8289	\$ 24,867.00	\$ 24,867.00	\$ 0.00
Fluency Builder Students develop oral fluency, speaking and listening skills. Using any text in LightSail, teachers create read aloud assignments.	\$ 12.00	8289	\$ 99,468.00	\$ 99,468.00	\$ 0.00
Student Authored Books Students can publish their very own book right in the LightSail platform! Readers in their class, grade, school, district or across the world can read their book right from the LightSail library.	\$ 3.00	8289	\$ 24,867.00	\$ 24,867.00	\$ 0.00
PD Virtual Session (90 to 120 Minutes)	\$ 450.00	10	\$ 4,500.00	\$ 0.00	\$ 4,500.00

**Sub Total****\$ 127,917.90**

Tax

\$ 0.00

**Grand Total****\$ 127,917.90****Terms & Conditions**

TIPS Contract 210902 supersedes all terms and conditions

TIPS BID Reference: Contract 210902

TIPS Contract Termination Date: November 30, 2024

TIPS Contract Length: Three (3) years with an option for renewal for an additional one (1) consecutive year (i.e. to November 30, 2025)

### PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: An annual subscription for SmartMusic software by MakeMusic. SmartMusic is a suite of web-based music education tools that support efficient practice. SmartMusic is a practice model that students benefit from immediate feedback. When a practicing student is shown that they're playing incorrect notes, they can make corrections, rather than continuing to embed mistakes.

2. How will goods and/or services be used? (List Campus/Grades impacted): The annual subscriptions will be used by band, mariachi, orchestra and choir directors district wide to create lessons and write music pieces in order to educate Fine Arts students in choral and instrumental music programs in grades 6-12 on campus and through distance learning.

3. Submitted by: Dr. Carol Bielke Technology & Instructional Materials Allotment 12/01/2021  
Printed Name Department Date

4. Recommended Vendor(s): Company Name: MakeMusic  
Address: 285 Century Place  
City/State/Zip: Louisville, Co 80027  
Phone No: 866-240-4041  
Point of Contact: Alan Bischof  
E-mail Address: abischof@makemusic.com  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: \_\_\_\_\_  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: BuyBoard #619-20  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services  
 Sole Source Contract Expiration Date: 8/31/2023  
 Other

6. Purchase valid from: 01/19/2022 through: 03/31/2022

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 126,041.82  
*Approximately*

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

Provide Budget Codes & Descriptions: \_\_\_\_\_  
TIMA-410-11-6321-65-999-0-11-000  
\_\_\_\_\_  
\_\_\_\_\_

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



12. Additional Impact:

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

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

<u>Dr. Carol Bielke</u> Requestor Signature	<u>Dr. Carol Bielke</u> Type Name	<u>12/3/2021</u> Date
<u>Becky Landa</u> Sr. Executive Director/Executive Director Signature	<u>Becky Landa</u> Type Name	<u>12/6/2021</u> Date
<u>Associate Superintendent/Assistant Superintendent Signature</u>	<u>Type Name</u>	<u>Date</u>
<u>Patti Salzmnn</u> Deputy Superintendent Signature	<u>Patti Salzmnn</u> Type Name	<u>12/8/2021</u> Date
<u>Edward Romero</u> Director of Operations, Business Services Signature	<u>Edward M. Romero</u> Type Name	<u>12/13/2021</u> Date

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

<u>Willie J. Burroughs</u> Chief Operations & Building Security Officer, Operations Services Division Signature	<u>Willie Burroughs</u> Type Name	<u>12/13/2021</u> Date
<u>Larry D Garza</u> Chief Financial Officer, Financial Services Signature	<u>Larry Garza</u> Type Name	<u>12/15/2021</u> Date
<u>Dr. Kenneth Thompson</u> Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	<u>Dr. Kenneth Thompson</u> Type Name	<u>12/8/2021</u> Date
<u>Associate Superintendent, Human Capital Management Signature</u>	<u>Toni Thompson</u> Type Name	<u>Date</u>
<u>Deputy Chief Operations Officer, Construction Services Signature</u>	<u>Kedrick Wright</u> Type Name	<u>Date</u>
<u>Director, Employee Benefits, Risk Management &amp; Safety Signature</u>	<u>Lorena Rios</u> Type Name	<u>Date</u>

Revised: October 8, 2021

Reviewed By:

**makemusic.**

285 Century Place, Louisville, CO 80027

**Ref. Code:**  
**Email:**  
**Issued:**  
**Expires:**

**YKC6-KFWX**  
**eruiz3@saisd.net**  
**Monday, October 18, 2021 2:32 PM**  
**Thursday, March 31, 2022 7:00 PM**

Purchase Orders and Tax Exemption forms should be uploaded to <https://quotes.smartmusic.com/find>. This will ensure the fastest platform activation time. You will need your email address and Reference Code listed below.  
**eruiz3@saisd.net**  
**YKC6-KFWX BuyBoard contract# 619-20**

**Bill To:**  
 Your billing information is required to proceed with your order.

**Ship To:**  
 San Antonio Ind School Dist  
 141 Lavaca St  
 San Antonio, TX, US 78210

If you are paying with a credit card, please visit Pay for Quote or Invoice by Credit Card | SmartMusic. Tax will be applied to the final price, if applicable.

Qty	Item	Description	Unit Price	Total
103	Full Access Teacher Subscription	A Full Access Teacher subscription for SmartMusic Web	\$39.99	\$4,118.97
8715	Performer Subscription with Bulk Discount	A Performer subscription for SmartMusic Web with bulk discount	\$13.99	\$121,922.85

**Sales Contact:**  
 866-240-4041  
 sales@makemusic.com

**Subtotal (USD):** \$126,041.82  
**Tax (USD):** \$0.00  
**Amount Due (USD):** \$126,041.82

**Public Hearing  
San Antonio Independent School District Board of Trustees  
December 6, 2021**

---

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Public Hearing of the Board of Trustees of the San Antonio ISD was held on Monday, December 6, 2021, beginning at 5:35 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 6 Absent 1
  - a. Mrs. Christina Martinez
  - b. Ms. Alicia Sebastian – absent
  - c. Mr. Arthur V. 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."
5. Citizens' Presentations - 30-minute total time limit for this item  
None Presented.

**2. Public Hearing to Discuss SAISD 2021 School FIRST Rating and the Financial Management Report**

The Board received information on the SAISD 2021 School FIRST Rating and the Financial Management Report. This was a discussion-only item. No action was required.

**3. Adjournment**

- A. Mrs. Martinez adjourned the meeting at 5:43 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Public Hearing of the Board of Education of the San Antonio Independent School District held on December 6, 2021 were duly approved at a meeting held on January 18, 2022.

**ATTEST:**

---

**Christina Martinez**  
President, Board of Education  
San Antonio Independent School District

---

**Arthur Valdez**  
Secretary, Board of Education  
San Antonio Independent School District

**Board Business Meeting A  
San Antonio Independent School District Board of Trustees  
December 6, 2021**

---

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting A of the Board of Trustees of the San Antonio ISD was held on Monday, December 6, 2021, beginning at 5:45 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0

- a. Mrs. Christina Martinez
- b. Ms. Alicia Sebastian – arrived at 6:31 p.m.
- 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

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

- 1. Henrietta LaGrange, community member
- 2. April Duvall, SAISD employee
- 3. Kate Duvall, child of SAISD employee
- 4. Alejandra Lopez, San Antonio Alliance

**2. Recognitions**

A. Recognition of the Financial Services Department for National Awards Received

This was a discussion-only item. No action was required.

B. Recognition of AmeriCorp Alumna Nuria A. Diallo Padro for Her Work at Tafolla Middle School

This was a discussion-only item. No action was required.

C. Recognition of Cooperating Teachers for Participation in Mentoring Clinical (Student) Teachers

This was a discussion-only item. No action was required.

**3. Governance**

A. Update on Academic Recovery

This was a discussion-only item. No action was required.

B. Approval of Modifications to the 2021-2022 SAISD Instructional Calendar

Motion by Mrs. Radle; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.

C. Update on Equity Centered Educator Pipeline Initiatives-New Teacher Induction

This was a discussion-only item. No action was required.

- D. Update on Intersession and Extended Learning  
This was a discussion-only item. No action was required.
- E. Approval of the Appointment of a Member to the SAISD Bond 2020 Citizens Advisory Committee (CAC)  
Motion by Mr. Valdez; second by Mr. Garza; approved by a vote of 7-0 with all Board members present. The Board approved the appointment of John Burnam to fill the CAC vacancy for Single Member District 6.
- F. Approval of the Selected Superintendent Search Firms for Interviews on December 11, 2021  
Motion by Mrs. Radle; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present. The Board approved the following qualified search firms to be interviewed on December 11, 2021:
  - Edgility Consulting
  - Greenwood/Asher & Associates, LLC
  - JG Consulting
  - McPherson & Jacobson, LLC
  - TASB Executive Search
  - Walsh Gallegos Treviño Kyle & Robinson, P.C.

#### 4. Consent Agenda

- Motion by Mrs. Radle; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present. Consent items included 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, and 4I.
- A. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and the Trinity University College Advising Corps for College Advising Services
  - B. Approval of the Memorandum of Understanding (MOU) Between SAISD and ESC-Region 20 for the Teacher Orientation and Preparation Program
  - C. Approval of the Memorandum of Understanding (MOU) Between SAISD and National Alliance of Mental Illness (NAMI) – San Antonio Affiliate
  - D. Approval of the Memorandum of Understanding (MOU) Between SAISD and The Consulate General of Mexico in San Antonio, Texas Through the Program Plazas Comunitarias
  - E. Approval of the Memorandum of Understanding Between SAISD and Project STAY for Postsecondary Advising Services
  - F. Approval of the Adult Education and Literacy Contract Between SAISD (sub-recipient) and Education Service Center, Region 20 (grant recipient)
  - G. Approval for the Implementation of Innovative Courses
  - H. Approval to Submit Application to the Texas Education Agency (TEA) for Attendance Waiver for Low Attendance Days for the 2021-2022 School Year
  - I. Approval of Monthly Budget Reports and Amendments for December 2021

#### 5. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 9:07 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074) to discuss and/or receive information about the items under this section listed as 5A1, 5A2, 5A3, 5A4, 5A5, and 5A6.
- B. Mrs. Martinez reconvened the Board in Open Session at 11:01 p.m. and took appropriate action on the items discussed in Closed Session. Items 5A1 through 5A6 are listed as follows:
  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)  
No action taken.

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)  
No action taken.
3. Consultation with attorney and discussion of status of case and possible resolution in CIVIL ACTION NO. 5:21-CV-00270-XR; Jose L. Flores v. SAISD; in the U.S. District Court for the Western District of Texas, San Antonio Division. (TGC 551.071 and TGC 551.074)  
Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present. The Board approved the agreement between Jose L. Flores and the San Antonio Independent School District as presented in closed session.
4. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)  
Motion by Mr. Valdez; second by Mrs. Sorensen; approved by a vote of 7-0 with all Board members present. On August 16, 2021, the Board adopted a requirement that all students, parents, employees and visitors wear face coverings at all times when on District property with the exceptions published by the Superintendent of Schools. The Board authorized the Superintendent to develop administrative procedures to accomplish this requirement. The Board moved to continue to require that all students, parents, employees and visitors wear face coverings at all times when on District property.
5. Consultation with legal counsel regarding legal issues related to Superintendent Search. (TGC 551.071)  
No action taken.
6. Consultation with Superintendent and discussion of reclassification of position, duties, and salary of Chief of Staff. (TGC 551.074)  
Motion by Mr. Valdez; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present. The Board approved to reclassify the position, duties, and salary of Chief of Staff to Classification E25 as discussed in closed session.

**6. Adjournment**

- A. Mrs. Martinez adjourned the meeting at 11:04 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Board Business Meeting A of the Board of Education of the San Antonio Independent School District held on December 6, 2021 were duly approved at a meeting held on January 18, 2022.

**ATTEST:**

---

**Christina Martinez**  
**President, Board of Education**  
**San Antonio Independent School District**

---

**Arthur Valdez**  
**Secretary, Board of Education**  
**San Antonio Independent School District**

**Special Board Meeting  
San Antonio Independent School District Board of Trustees  
December 11, 2021**

---

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Special Board Meeting of the Board of Trustees of the San Antonio ISD was held on Saturday, December 11, 2021, beginning at 8:43 a.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Meeting Called to Order**

A. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0

1. Mrs. Christina Martinez
2. Ms. Alicia Sebastian – left at 1:18 p.m.
3. Mr. Arthur Valdez
4. Mr. Ed Garza – arrived at 11:23 a.m.
5. Ms. Leticia Ozuna
6. Mrs. Patti Radle – arrived at 12:48 p.m.
7. Mrs. Sarah Sorensen

B. Citizens' Presentations - 30-minute total time limit for this item (*Please note: Public comments were limited to items on the posted agenda.*)

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

1. Alejandra Lopez, San Antonio Alliance

**2. Superintendent Search Firm Interviews**

The Board conducted Superintendent Search Firm Interviews below. This was a discussion-only item. No action was required.

- Greenwood/Asher & Associates, LLC
- Edgility Consulting
- Walsh Gallegos Treviño Kyle & Robinson P.C.
- McPherson & Jacobson
- JG Consulting Search Firm

**3. Adjournment**

Mrs. Martinez adjourned the meeting at 3:21 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Special Board Meeting of the Board of Education of the San Antonio Independent School District held on December 11, 2021 were duly approved at a meeting held on January 18, 2022.

**ATTEST:**

---

**Christina Martinez**  
President, Board of Education  
San Antonio Independent School District

---

**Arthur Valdez**  
Secretary, Board of Education  
San Antonio Independent School District

**Board Business Meeting B**  
**San Antonio Independent School District Board of Trustees**  
**December 13, 2021**

---

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting B of the Board of Trustees of the San Antonio ISD was held on Monday, December 13, 2021, beginning at 5:38 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0

- a. Mrs. Christina Martinez
- b. Ms. Alicia Sebastian – arrived at 5:38 p.m.
- 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

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

- 1. April Duvall, SAISD employee
- 2. Tim Taylor, The Peoples Movement
- 3. Jessica Viafranco, SAISD parent
- 4. Rose Hill, The Peoples Movement
- 5. Jack Finger, San Antonio resident
- 6. Hernando Arce, San Antonio resident
- 7. Charles Flowers, San Antonio resident
- 8. Michelle Gonzales, San Antonio resident
- 9. Eliazar Cisneros, San Antonio resident
- 10. Manny Garcia, San Antonio resident
- 11. Des Gee, San Antonio resident
- 12. Alejandra Lopez, San Antonio Alliance

**2. Recognition**

A. SAISD Board Holiday Performance

This was a discussion-only item. No action was required.

**3. Governance**

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

This was a discussion-only item. No action was required.

B. Update on District Initiatives

- This was a discussion-only item. No action was required.
- C. Presentation on In-District Charter School Annual Performance Review  
This was a discussion-only item. No action was required.
- D. Approval of Schematic Design for Thirty-two Projects in the 2020 Bond Program  
Motion by Mr. Valdez; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.
- E. Approval of Contract for Collection of Delinquent Taxes  
Motion by Mrs. Radle; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.
- F. Approval of the Appointment of a Member to the SAISD Bond 2020 Citizens Advisory Committee (CAC)  
Motion by Ms. Ozuna; second by Mrs. Sorensen; approved by a vote of 7-0 with all Board members present. The Board approved the appointment of Anna Castañeda to fill the CAC vacancy for Single Member District 5.
- G. Deliberation and Possible Action on the Selection of a Superintendent Search Firm  
Motion by Mrs. Radle; second by Ms. Ozuna; approved by a vote of 7-0 with all Board members present. The Board selected JG Consulting as the Superintendent Search Firm to conduct a nationwide search for the next SAISD Superintendent.

**4. Consent Agenda**

Motion by Mrs. Radle; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present. Consent items included 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, and 4J. Items 4I.1 and 4I.3 were pulled from the Consent Agenda for separate discussion.

- A. Approval of the Partnership Agreement Between SAISD and Snack Pak 4 Kids San Antonio (SP4KSA)
- B. Approval of Memorandums of Understanding (MOUs) Between SAISD and University Partners for Clinical Teaching Residencies
- C. Approval of the Memorandum of Understanding (MOU) Between SAISD and Workforce Solutions Alamo (WSA), Child Care Quality (CCQ) Contractor
- D. Approval of the Purchase of Pearson CoursewarePLUS
- E. Approval of the Purchase of Commvault Hyperscale Backup Solution
- F. Approval of the Purchase of Apple Technology
- G. Approval of the Purchase of Firewall and Internet Content Filter Services
- H. Approval of the Purchase of Chargers and Parts Needed for Students and Staff in SAISD
- I. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards  
Item 4I.1 – Motion by Mrs. Radle; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present. The Board approved the purchase of the Rental of Vehicles for the Child Nutrition Program. This purchase will be used to rent trucks and vehicles on an “as needed” basis to deliver food items to all cafeterias District-wide. The Board approved the contract and authorized the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.

<u>VENDOR</u>	<u>AWARD AMOUNT</u>
Penske Truck Leasing	\$180,000 (annually) approximately

Item 4I.3 – Motion by Mrs. Radle; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present. The Board approved the purchase of twenty-nine white fleet vehicles. This purchase will replace aging and high mileage vehicles. Insurance coverage will be provided by a different vendor separately funded. Annual estimate of insurance costs will be \$50,738 to be expensed in the 2021-2022 budget year.

<u>VENDOR</u>	<u>AWARD AMOUNT</u>
Silsbee Ford	\$1,242,637 approximately

- J. Approval of Minutes for the following meetings:
  - 1. November 5, 2021 Internal Audit Subcommittee Meeting
  - 2. November 8, 2021 Board Business Meeting A
  - 3. November 15, 2021 Board Business Meeting B

**5. Closed Session**

- A. Mrs. Martinez convened the Board in Closed Session at 9:11 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074) to discuss and/or receive information about the items under this section listed as 5A1, 5A2, 5A3, 5A4, and 5A5.
- B. Mrs. Martinez reconvened the Board in Open Session at 10:36 p.m. and took appropriate action on the items discussed in Closed Session. Items 5A1 through 5A5 are listed as follows:
  - 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)  
No action taken.
  - 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)  
No action taken.
  - 3. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)  
No action taken.
  - 4. Deliberation and consultation with attorney regarding proposal to terminate non-Chapter 21 contract teacher(s) for good cause. (TGC 551.071 and TGC 551.074)  
Motion by Mr. Valdez; second by Ms. Ozuna; approved by a vote of 7-0 with all Board members present. The Board moved to propose the termination of the non-Chapter 21 contracts of Dontae Watson and Dusty Feeman for good cause, as discussed in closed session, and authorized the Superintendent, or his designee, to provide the employees with notice of the Board's action.
  - 5. Deliberation and consultation with attorney regarding proposal to terminate Chapter 21 term contract teacher(s) for good cause pursuant to TEC 21.211 (TGC 551.071 and TGC 551.074)  
Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present. The Board moved to propose the termination of the term contract of Mirna J. Torres for good cause, as discussed in closed session, and authorized the Superintendent, or his designee, to provide the employees with notice of the Board's action.

**6. Adjournment**

- A. Mrs. Martinez adjourned the meeting at 10:38 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Board Business Meeting B of the Board of Education of the San Antonio Independent School District held on December 13, 2021 were duly approved at a meeting held on January 18, 2022.

**ATTEST:**

---

**Christina Martinez**  
**President, Board of Education**  
**San Antonio Independent School District**

---

**Arthur Valdez**  
**Secretary, Board of Education**  
**San Antonio Independent School District**