SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

514 W. Quincy St.
San Antonio, TX 78212
www.saisd.net
210.554.2200

BOARD BUSINESS MEETING

Monday, June 20, 2022
5:45 PM
Board Room
514 W. Quincy Street
San Antonio, TX 78212

AGENDA

1. **Meeting Called to Order**
   - A. Roll Call of Board Members Present and Declaration of Quorum Present_____ Absent_____
     1. Mrs. Christina Martinez
     2. Ms. Alicia Sebastian
     3. Mr. Arthur Valdez
     4. Mr. Ed Garza
     5. Ms. Leticia Ozuna
     6. Mrs. Patti Radle
     7. Mrs. Sarah Sorensen
   - B. Recording of Superintendent Present
     1. Dr. Jaime Aquino
   - C. Pledge of Allegiance to the U. S. Flag
   - D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
   - E. Citizens' Presentations - 60-minute total time limit for this item
2. **Recognitions**
   - A. Recognition of Advanced Learning Academy (ALA) Students for Participation in the Do the Write Thing Challenge 5
   - B. Recognition of District Science Fair Winners 7
   - C. Recognition of Young Women's Leadership Academy (YWLA) Students for Placing at the San Antonio Regional History Day Contest and Competing at the Texas State History Day Contest 11
   - D. Recognition of College Board Scholar, Honors, and Awards Winners 13
3. **Governance**
   - A. Approval of Final Amended Budget for Fiscal Year 2021-2022 17

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian, Vice President
Arthur V. Valdez, Secretary
Ed Garza, Trustee
Leticia Ozuna, Trustee
Patti Radle, Trustee
Sarah Sorensen, Trustee
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It is the policy of San Antonio ISD not to discriminate on the basis of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation or disability in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended, and SAISD's board policies DIA, FFH, and FFI.

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	B. Adoption of the 2022-2023 San Antonio Independent School District Budget	18
	C. SAISD Foundation Update	19
	D. Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures	20
	E. Approval of Discontinuation of the Wellness and Leave Program	21
	F. Presentation on the Technology Student Device Care Administrative Regulation	23
	G. Approval of the Selected Firm to Provide Redistricting Services Based on the 2020 Census	36
	H. Approval of a Contract with William Jupp for Consultative Services	40
	I. Approval of the Interlocal Agreement Between SAISD and Uvalde Consolidated Independent School District for the Sale of Four (4) Unused Portable Buildings	49
	J. Review and Approval of the Corrective Action Plan From the Texas Education Agency (TEA)	55
4.	**Consent Agenda**	
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	B. Approval to Adopt or Revise LOCAL Board Policies	64
	C. Approval of the Purchase of Firewall and Internet Content Filter Services	153
	D. Approval of General Contractors for Japhet Academy Expansive Soil Repairs	157
	E. Approval of the Memorandum of Understanding (MOU) Between SAISD and City of San Antonio (COSA) for School Park Improvements at Eloise Japhet Academy	159
	F. Approval of Award for Installation of Remaining Permanent Door Hardware Cores for 2016 Bond Program	168
	G. Approval of Award for Chiller Replacement for CAST Med High School Gymnasium	170
	H. Approval of Shared Services Agreement (SSA) – Innovative Services to Students with Autism Grant Award Program	177
	I. Approval of the Agreements for Community-Based Work Based Learning Program Between SAISD and Various Businesses	187
	J. Approval of the Memorandum of Understanding (MOU) Between SAISD and Rawson Saunders Institute (RSI)	217
	K. Approval of the Office Lease Agreement Between SAISD and Avenida Guadalupe Association (AGA)	221
	L. Approval of the Memorandum of Understanding (MOU) Between SAISD and South Texas Electrical J.A.T.C.	263

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M. Approval of the Institutional Agreement Between SAISD and the UP Partnership for a Future Ready Bexar County 267
N. Approval of Optional Flexible School Day Program (OFSDP) 277
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U. Approval of Minutes for the following meetings:
1. May 2, 2022 Special Board Meeting 466
2. May 3, 2022 Special Board Meeting 468
3. May 11, 2022 Internal Audit Subcommittee Meeting 470
4. May 14, 2022 Special Board Meeting 471
5. May 16, 2022 Board Business Meeting 473

5. **Closed Session**

A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072 and TGC 551.074)

1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification, and dismissal of an employee. (TGC 551.071 and TGC 551.074)
3. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
4. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
5. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Senior Executive Director of Athletics. (TGC 551.074)
6. Consultation with legal counsel on legal issues regarding Bond 2020 update and legal matters related thereto. (TGC 551.071)

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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 (210) 554-2289 by 12:00 p.m. on the date of the meeting.

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Recognition of Advanced Learning Academy (ALA) Students for Participation in the Do the Write Thing Challenge**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Kendra Doyle, Senior Executive Director for Curriculum, Instruction, and Assessment
Janet Hester, Director for Secondary Reading-Language Arts

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to recognize students from Advanced Learning Academy (ALA) for their participation in the Do the Write Thing Challenge.

The Do the Write Thing Challenge is an essay contest for 7th and 8th grade students. Students write about their anxieties, concerns, and, most importantly, solutions around violence, bullying, and drug use. The contest provides an authentic audience for students to practice their writing skills as prescribed by the Texas Essential Knowledge and Skills (TEKS). The following three students were recognized by 57th Civil District Court Judge Arteaga in a ceremony on May 11, 2022:

- Mireya Castro placed as second runner up and won a new laptop from the organization.
- River Gabriel Borroel placed as third runner up and won a $250 gift card.
- Maya Aparicio's art work was chosen as the annual Do the Write Thing book's cover art.

SAISD would also like to recognize the ALA Reading Language Arts Department and teachers, Ms. Senga Rounds, Ms. Gabryela Rivas, and Ms. Jaqueline Hammond, for their guidance, support, and commitment to their students.

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)

[X] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Recognition of District Science Fair Winners**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to recognize the winners of the District Science Fair held on April 23, 2022. The Board is also requested to recognize the Science Department: former Director, Angela Paskell, Science Specialists Brooke Vasquez, Rachel Szyman, Alma Ramos, Vanessa Sanchez, and department administrative assistant Jonathan Felux, for their hard work, organization, and passion for this event.

K-2 Elementary Division			
Category	**Project Title**	**Students**	**School**
Best in Robotics	Can Robots Help Teachers?	Scarlett Reyna, Daemon Salas	Beacon Hill Academy
Best in Physical Science	La Carrera de Carros	Gerardo Moreno, Sevastian Valerio-Garcia, Iker Martinez	Herff Elementary
Best in Life Science	Can Refrigerated Eggs Be Incubated?	Sklyar Avina, Dylan Fuentes	Collins Garden
Best in Math	Skittles Colors	Khaliah Musquiz and Michael Ybarra	Herff Elementary
Best in Earth and Space	Can Rain Gardens Help with Runoff?	Bella Barajas, Josefina Casillas	Collins Garden
Best in Show 3rd Place	Can Robots Help Teachers?	Scarlett Reyna, Daemon Salas	Beacon Hill Academy
Best in Show 2nd Place	Germs All Around Us	Dean Juarez, Logan Saiz, Alana Sanchez	Barkley-Ruiz Elementary
Best in Show 1st Place	Can Rain Gardens Help with Runoff?	Bella Barajas, Josefina Casillas	Collins Garden

3 - 5 Elementary Division			
Category	**Project Title**	**Students**	**School**
Best in Physical Science	Make it Stop!	Ashlyn Terrazas, Lilly Gomez, Annalee Rinaldi	Schenck Elementary
Best in Life Science	¿El Sol Afecta El Crecimiento De Las Plantas?	Juan Contreras, Jose Patricio Ramirez	Twain Dual Language Academy
Best in Engineering	Trifuel	Adrian Ceja, Angelo Arevalo, Isaiah Cantu	Bowden Academy
Best in Earth and Space	Wind Power	Zoey Esparza, Julieann Krone, Nevaeh Valdez	Bowden Academy
Best in Show 3rd Place	Make it Stop!	Ashlyn Terrazas, Lilly Gomez, Annalee Rinaldi	Schenck Elementary
Best in Show 2nd Place	¿El Sol Afecta El Crecimiento De Las Plantas?	Juan Contreras, Jose Patricio Ramirez	Twain Dual Language Academy
Best in Show 1st Place	My Black Shirt is a Heater	Ariana Ruvalcaba	Irving Dual Language Academy

6 - 8 Secondary Division			
Category	**Project Title**	**Students**	**School**
Best in Behavioral and Social Science	Does Name Influence Personality?	Jolie Casias	Mission Academy
Best in Biochemistry and Microbiology	Is Your Mask Protecting?	Joanna Gutierrez, Eva Vazquez, Nia Jimenez	Will Rogers Academy
Best in Botany	The Effect of Greenhouses on Food Crops	Sophie Volpert	YWLA
Best in Chemistry	Finding The Winning Sharpie Eraser	Evan Reed Hadfield	Twain DL Academy
Best in Engineering	A Homopolar Motor	Jawni Rivas	YWLA
Best in Environmental Science	Biodiversity in Water	Jose Cortes, Karen Ramirez	Irving DL Academy
Best in Medicine and Health	Are Healthy Drinks, Really Healthy for Diabetics?	Linda Lopez	YWLA
Best in Physics and Astronomy	Got Energy?	Reign Wheeler	Will Rogers Academy
Best in Show 3rd Place	The Effect of Greenhouses on Food Crops	Sophie Volpert	YWLA
Best in Show 2nd Place	Finding The Winning Sharpie Eraser	Evan Reed Hadfield	Twain DL Academy
Best in Show 1st Place	Are healthy drinks, really healthy for diabetics?	Linda Lopez	YWLA

9 - 12 Secondary Division			
Category	**Project Title**	**Students**	**School**
Best in Behavioral and Social Science	The Impact of Increased Technology Usage On Mild Cognitive Impairment of Different Youth Generations	Rubi Cervera	YWLA
Best in Biochemistry and Microbiology	The Effects of Mushroom Extract on the Regeneration of Infected Epidermal Cells Simulated on Microorganisms	Yuliahnna Mendiola	YWLA
Best in Chemistry	The Illuminance of Markers	Ariel Barron, Adenn Rodriguez	Jefferson HS
Best in Physics and Astronomy	Cantilever Bridge, How Much Can It Hold?	Eric Casiano, Estrella Morales-Garcia	Jefferson HS
Best in Zoology	Effects of CBD on Planarian Stem Cell Regeneration and Blastema Growth	Mia Girela	YWLA
Best in Show 3rd Place	The Impact of Increased Technology Usage On Mild Cognitive Impairment of Different Youth Generations	Rubi Cervera	YWLA
Best in Show 2nd Place	The Effects of Mushroom Extract on the Regeneration of Infected Epidermal Cells Simulated on Microorganisms	Yuliahnna Mendiola	YWLA
Best in Show 1st Place	Effects of CBD on Planarian Stem Cell Regeneration and Blastema	Mia Girela	YWLA

The Board and Superintendent congratulate the winners, parents, teachers, and campus administration for their commitment and hard work resulting in this achievement.

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)

[X] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.

[ ] SAISD will engage families and the community to be active partners in the education of our children.

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[X] SAISD will have strong District-wide leadership and will recruit and retain quality staff.

[ ] SAISD will ensure fiscal health.

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Recognition of Young Women's Leadership Academy (YWLA) Students for Placing at the San Antonio Regional History Day Contest and Competing at the Texas State History Day Contest**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Kendra Doyle, Senior Executive Director for Curriculum, Instruction, and Assessment
Patrick Pyle, Director for Social Studies

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to recognize students from Young Women's Leadership Academy (YWLA), for placing either first or second in their project category at the San Antonio Regional History Day Contest in February and advancing to compete at the Texas State History Day Contest in April. These events are part of the National History Day Program. The theme for this year's National History Day Program was "Debate and Diplomacy in History," and students could create projects aligned to this theme as individuals or groups in one of five categories: documentaries, papers, performances, exhibits, and websites.

- Karen Rodriguez and Krystal Rodriguez placed first in the junior group documentary category and won the Hispanic Heritage Award for their documentary *The Treaty of Guadalupe Hidalgo.*

- Chloe Hill and Niyah Miller placed first in the junior group website category and won the Willie Lee Gay Award for African American History for their website *Slave Patrols.*

- Sabrina Arguello placed second in the senior individual paper category for her paper *Reagan, Gorbachev, and the Cold War.*

- SAISD would also like to recognize the YWLA Social Studies Department, chaired by Ms. Christen Cozart, for their guidance, support, and commitment to their students who participate in the National History Day Program.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Recognition of College Board Scholar, Honors, and Awards Winners**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to recognize a variety of scholar distinctions as awarded by the College Board.

AP Scholar Awards are granted to students who receive scores of 3 or higher on three or more AP Exams. The following students have been awarded the AP Scholar for the 2021-22 school year:

Aysha Darilek- ALA
Jaime Garcia-ALA
Sarah Guerrero-ALA
Timothy Huff-ALA
Julen Navarrete-ALA
Steven Spill-ALA
Lily Stanford-ALA
Michael Gallegos-Cast Tech
James Goldblatt-Cast Tech
Thomas Gossman-Cast Tech
Madelyn Holveck-Cast Tech
Payton Karney-Cast Tech
Isauro Sanchez-Cast Tech
Zurina Carrington-Wason-Cast Tech
Marco Campos-Fox Tech
Adolfo Aguilar-Brackenridge
Jazmin Perez-Brackenridge
Andrea Sanchez-Brackenridge
Jack Urbina-Brackenridge
Ja'lynn Crenshaw-Highlands
Katharine Infante-Highlands
Daniel Ochoa-Highlands
Cristian Garcia Rios-Burbank
Lizette Guajardo-Burbank
Mikan Sohocki-Burbank
Taylor Miner-Houston
Nahomi Vela-Lanier
Angel Isaac-Edison
Erika Ordonez -Edison
Karina Silva-Edison
Diamond Torres-Edison
Angel Terrazas-Jefferson
Jackson Arteaga-Travis ECHS
Henry Hernandez- Travis ECHS
Elias Campos Rabago-Travis ECHS
Cassandra Reyna-Travis ECHS
Kayla Reyna-Travis ECHS
Erin Rodriguez-Travis ECHS
Lizet Rodriguez-Travis ECHS
Marissa Sanchez-Travis ECHS
Jeremiah MacDonald-YMLA
Edgar Rodriguez-YMLA
Brenda Aguilar-YWLA
Yareli Aleman-YWLA

Dayanh Rubio-Gomez-Highlands
Carolina Torres-Highlands
Monique Vera-Highlands
Francisco Alvarado-Burbank
Magali Chapman-YWLA
Emily De Leon-YWLA
Sara Garcia-YWLA
Arianna Guerra-YWLA
Jaelyn Hernandez-YWLA
Katarina Lazo-YWLA
Kaityln Lomas-YWLA
Chloe Martinez-YWLA
Sandra Mata-YWLA
Raquel Antonieta Morales-YWLA
Cristina Naranjo-YWLA
Natalia Ortiz-YWLA
Dynasty Perez-YWLA
Izabella Pozos-YWLA
Sophie Rubio-YWLA
Bennett Smith-YWLA
Larissa Terrazas-YWLA
Nayeli Arizpe-YWLA
Abigail Barrera-YWLA
Jacqueline Campos-YWLA
Armani Carreon-YWLA
Tkalia Curtis-YWLA
Christiana Garcia-YWLA
Mia Girela-YWLA
AnnaIsabel Hernandez-YWLA
Faith Ibarra-YWLA
Miranda Liguez-YWLA
Jelicity Luna-YWLA
Gabriella Martinez-YWLA
Yuliahnna Mendiola-YWLA
Mia Moreno-YWLA
Alexandria Ojeda-YWLA
Keiera Parker-YWLA
Sophia Pirruccello-YWLA
Ava Romero-YWLA
Audrey Smith-YWLA
Marion Teague-YWLA
Ariale Vargas-YWLA

AP Scholar with Honor is granted to students who received an average score of at least 3.25 on all AP exams taken and scores of 3 or higher on four or more of AP exams. The following students have been awarded the AP Scholar with Honor Award for the 2021-22 school year:

Jeremy Cantu-ALA
Joseph Guerrero-ALA
Diego Villegas-ALA
Mya Barrera-YWLA
Emelia Castillo-YWLA
Nadia Gonzales-YWLA
Zeina Hijazi-YWLA
Michelle Miligan Orihuela-YWLA
Julie Tift-YWLA
Liam Ralph-Cast Tech
Yulissa Valdez-Jefferson
Giselle Alcoser-YWLA
Leslie Carrillo-YWLA
Shreya Dheenan-YWLA
Elisa Gonzalez-YWLA
Citlali Moya-YWLA
Miamor Orozco-YWLA
Laylah Votion-YWLA

AP Scholar with Distinction is granted to students who receive an average of at least 3.5 on all AP exams taken, and scores of 3 or higher on five or more of these exams. The following students have been awarded the AP Scholar with Distinction Award for the 2021-22 school year:

Thomas Farias-Cast Tech
Hezron Perez-Cast Tech
Sophia Shleton-ALA
Bella Villarreal-ALA
Dumari De Leon-YWLA
Sophie Godinez-YWLA
Maria Aleman-YWLA
Lizbeth Herrera Alvarez-YWLA
Brenna Brown-YWLA
Rubi Cervera-YWLA
Caroline Evangelista-YWLA
Emily Harris-YWLA

Maria Paula Isla-YWLA
Alyssa Martinez-YWLA
Bianca Moreno-YWLA
Campbell Taylor-YWLA
Ruth Villicana -YWLA
Carolyn Landord-YWLA
Isabella Mazzucca-YWLA
Brenda Torres-Romero-YWLA
Liliana Tovar-YWLA

The College Board's four recognition programs-National African American Recognition Program, National Hispanic Recognition Program, National Indigenous Recognition Program and National Rural and Small-Town Recognition Program award academic honor to underrepresented students. Students who take eligible administrations of the PSAT/NMSQT, PSAT 10 or AP Exams will be considered for awards.

National Hispanic Recognition

Bella Villarreal-ALA
Emily Perez-ALA
Andrew Swindler-Cast Tech
Jena Garza-Cast Tech
Paola Cano-Cast Tech
Jacob Gutierrez-Highlands
Jessica Garza-Lanier
Manuel de Jesus Garcia Ramirez-St. Phillip's
Jose Avila-Travis ECHS
Cassandra Cruz-Travis ECHS
George Garza-Travis ECHS
Jason Gonzalez-Travis ECHS
Sarah Medina-Travis ECHS
Erin Rodriguez-Travis ECHS
Erin Rodriguez-Travis ECHS
Lizet Rodriguez-Travis ECHS
Marissa Sanchez-Travis ECHS
Savannah Urrutia-Travis ECHS
Nayeli Arizpe-YWLA
Ruth Villican-YWLA
Yuliahnna Mendiola-YWLA
Abigail Barrera-YWLA
Alyssa Martinez-YWLA
Carolyn Lanford-YWLA
CeAna Vasquez-YWLA
Chloe Martinez-YWLA
Christiana Garcia-YWLA
Elisa Gonzalez-YWLA
Emelia Castillo-YWLA
Faith Ibarra-YWLA
Isabella Mazzucca-YWLA
Jerica Castillo-YWLA
Kristina Barrera-YWLA
Laylah Votion-YWLA
Lorena Cantellop-YWLA
Magali Chapman-YWLA
Miamor Orozco-YWLA
Mia Moreno-YWLA
Miranda Liguez-YWLA
Rubi Cervera-YWLA
Sara Garcia-YWLA

National African American Recognition

Timothy Huff-ALA
Keiera Parker-YWLA

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Final Amended Budget for Fiscal Year 2021-2022**

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

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

PRESENTER: Larry A. Garza

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the final amended budget for fiscal year 2021-2022. This budget includes the General Fund, Child Nutrition Fund, and the Debt Service Fund. The San Antonio Independent School District amends the budget on a monthly basis as needed, and the budget may not be amended after June 30, 2022. Amended budget amounts are reflected in the Comprehensive Annual Financial Report (CAFR) in the "Schedule of Revenues, Expenditures, and Changes in Fund Balances", a report that compares the budget and actual expenditures for the year.

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

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

The Board of Trustees is requested to approve the final amended budget for 2021-2022.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

[ ] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
[ ] 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.
[X] 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: **Adoption of the 2022-2023 San Antonio Independent School District Budget**

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

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

PRESENTER: Larry A. Garza

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to adopt the 2022-2023 SAISD Budget. The General Fund budget proposed for adoption includes the following local budget in support of the State's Teacher Incentive Allotment (TIA) compensation plan for designated teachers. This same amount will be received as Foundation School Program revenue, so there is no cost to the District for the TIA stipend described below:

- Total TIA Budget included in Proposed 2022-2023 General Fund Budget: $3,010,541

The Texas Education Agency requires that the School Board adopt an annual budget on or before June 30th for the General Fund, Child Nutrition Fund, and Debt Service Fund for districts electing the July 1st fiscal year start date.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the 2022-2023 General Fund, Child Nutrition Fund, and Debt Service Fund budgets as recommended and presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **SAISD Foundation Update**

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Judy Geelhoed, SAISD Foundation Executive Director

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board of Trustees will receive an update from the SAISD Foundation. This update will provide highlights of the Foundation's activities over the past school year as well as financial statements from the 2021 external audit.

As the Educational Foundation for the San Antonio Independent School District, the SAISD Foundation operates as a 501 (c) (3) public charity, with a mission to motivate the community to invest in students and teachers and a vision where all SAISD students and teachers thrive in San Antonio ISD public schools. The SAISD Foundation has invested nearly 35 million dollars over the past 15 years in educators' grants, student scholarships and emergency gap awards, and strategic investments in SAISD schools and district programs.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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SAISD BOARD AGENDA SUMMARY FORM

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

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Toni Thompson, Associate Superintendent, Human Capital Management

MEETING DATE: June 20, 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)

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Discontinuation of the Wellness and Leave Program**

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

REQUESTED BY: Toni Thompson, Associate Superintendent, Human Capital Management

PRESENTER: Toni Thompson

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the discontinuation of the Wellness and Leave Program. Wellness Leave is defined as leave that has been offered to employees since August 2020 who are impacted by COVID-19 in a way that requires them to be absent from work for a specified period of time based on testing positive or being identified as a high-risk exposure to someone who tested positive. The leave was covered by the District rather than having employees charged personal leave for these specific purposes.

Criteria for eligibility changed over the two-year period since the pandemic started. Currently, wellness leave is provided to employees who are fully vaccinated or who received one of two legal exemptions for religious or medical reasons for up to 5 calendar days depending on the individual's onset of symptoms, date of testing or date of exposure.

Administration initially asked the Board to approve the Wellness Leave Program at a time when positive individuals had to isolate for 10 days and close-contact individuals were required to quarantine for 14 days. The program was initially approved to offset the discontinuation and limitations of the Emergency Paid Sick Leave Act (EPSLA), which limited the use of leave for purposes related to Covid-19 to 10 days. The isolation and quarantine periods have now been reduced to 5 days.

When introduced, the program was intended to provide wellness leave to employees through the end of the fall semester during the 2020-21 school year but was extended through the end of the 2021 school year. The District reserved the right to discontinue the leave at any time.

The recommendation to the Board of Trustees is to sunset the Wellness Leave Program effective July 1, 2022.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the discontinuation of the Wellness and Leave Program.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Local, state, federal and other special revenue funding as appropriate.

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

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Presentation on the Technology Student Device Care Administrative Regulation**

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

REQUESTED BY: Dr. Kenneth J. Thompson, Chief Information Technology & Accountability Officer

PRESENTER: Dr. Kenneth J. Thompson

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive a presentation on the updated Technology Student Device Care Administrative Regulation. In order for all students to consistently have updated, available, and operational devices to meet their instructional needs, the Information Technology Department has implemented several strategies promoting device care and accountability. One of those strategies is the proposed progressive accountability schedule which includes the possibility of a student being assessed a fee for not returning a device in an acceptable condition as defined below:

- The equipment is returned with the software and hardware in their original condition unless the school district authorized changes; and
- The physical condition of the equipment is fully usable as it was originally intended to be used.

Please refer to Educ. Code §31.104. See CMD (LEGAL), section titled "Responsibility for Instructional Materials and Equipment" located on page 8 of 10 of the Board policy.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

SAISD is a 1:1 district meaning that every student at SAISD has access to a device, assigned to them individually and available to take home as needed, actively participate in classroom learning opportunities, and to complete digital coursework that will enable them to become future ready scholars and professionals.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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Note: For provisions regarding selection and adoption of instructional materials, see EFA.

Instructional Materials and Technology

Instructional materials selected for use in the public schools shall be furnished without cost to the students attending those schools. Except as provided by Education Code 31.104(d), a district may not charge a student for instructional material or technological equipment purchased by the district with the district's technology and instructional materials allotment. *Education Code 31.001*

Each instructional material, including electronic instructional material only to the extent of any applicable licensing agreement, purchased as provided by Education Code Chapter 31 for a district is the property of the district. *Education Code 31.102(a)–(b)*

Allotment

A district is entitled to an allotment each biennium from the state instructional materials and technology fund for each student enrolled in the district on a date during the last year of the preceding biennium specified by the commissioner of education. The commissioner shall determine the amount of the allotment per student each biennium on the basis of the amount of money available in the state instructional materials and technology fund to fund the allotment. The allotment shall be transferred from the state instructional materials and technology fund to the credit of the district's instructional materials and technology account as provided by Education Code 31.0212. *Education Code 31.0211(a)*

The commissioner shall, as early as practicable during each biennium, notify each district of the estimated amount to which the district will be entitled during the next fiscal biennium. *Education Code 31.0215(a)*

No Appeal

The amount of the allotment determined by the commissioner is final and may not be appealed. *19 TAC 66.1307(d)*

Delayed Publisher Payment Option

A district may requisition and receive state-adopted instructional materials before allotment funds for those materials are available. The total cost of delayed-payment-option materials requisitioned may not exceed 80 percent of the district's expected allotment for the subsequent biennium.

When a district submits a requisition for instructional materials under this provision, the Texas Education Agency (TEA) will expend a district's existing allotment balance before applying the delayed payment option. TEA will make payment for any remaining balance for a district's order as the allotment funds become available and will prioritize payment for requisitions over reimbursement of purchases made directly by a district.

The commissioner shall ensure that publishers of instructional materials are informed of any potential delay in payment and that payment is subject to the availability of appropriated funds. Publishers may decline orders for which payments could be delayed. A publisher's decision to decline an order shall affect all of that publisher's orders for which payments could be delayed. Publishers may not selectively decline individual orders or orders from individual districts. Government Code Chapter 2251 does not apply to requisitions under this provision.

Education Code 31.0215; 19 TAC 66.1312

Allotment Adjustment

Change in Enrollment

Not later than May 31 of each school year, a district may request that the commissioner adjust the number of students for which the district is entitled to receive an allotment on the grounds that the number of students attending school in the district will increase or decrease during the school year for which the allotment is provided. The commissioner may also adjust the number of students for which a district is entitled to receive an allotment, without a request by the district, if the commissioner determines a different number of students is a more accurate reflection of students who will be attending school in the district. The commissioner's determination is final. *Education Code 31.0211(e)*

High Enrollment Growth

Each year the commissioner shall adjust the instructional materials and technology allotment of districts experiencing high enrollment growth. *Education Code 31.0214(a)*

High-enrollment growth adjustments will be based on the difference between the district's percentage of enrollment growth and that of the state. Enrollment growth calculations will be determined each fiscal year based on fall Texas Student Data Systems Public Education Information Management System (TSDS PEIMS) enrollment data. The amount of the adjustment determined by the commissioner is final and may not be appealed.

If sufficient funds are available, high-enrollment growth adjustments will be granted once each fiscal year. Notwithstanding this, a district that experiences an unexpected growth:

1. Of at least two percent due to a natural or man-made disaster or catastrophic event may apply for additional funding at any time during a fiscal year.
2. In its bilingual population of at least ten percent in any school year may apply for additional bilingual funding at any time during a fiscal year.

Any additional funding will be dependent on the availability of funds.

The per-student high-enrollment growth adjustment granted in the second year of a biennium shall not exceed one-half of the per-student amount established as the biennial allotment.

19 TAC 66.1309

Permitted Expenditures

The allotment may be used to purchase:

1. Materials on the list adopted by the commissioner under Education Code 31.0231;
2. Instructional materials, regardless of whether the instructional materials are on the list adopted under Education Code 31.024;
3. Consumable instructional materials, including workbooks;
4. Instructional materials for use in bilingual education classes, as provided by Education Code 31.029;
5. Instructional materials for use in college preparatory courses under Education Code 28.014, as provided by Education Code 31.031;
6. Supplemental instructional materials, as provided by Education Code 31.035;
7. State-developed open education resource instructional materials, as provided by Education Code Chapter 31, Subchapter B-1;
8. Instructional materials and technological equipment under any continuing contracts of the district in effect on September 1, 2011;
9. Technological equipment necessary to support the use of materials included on the list adopted by the commissioner under Education Code 31.0231 or any instructional materials purchased with an allotment under these provisions;
10. Inventory software or systems for storing, managing, and accessing instructional materials and analyzing the usage and effectiveness of the instructional materials; and
11. Services, equipment, and technology infrastructure necessary to ensure internet connectivity and adequate bandwidth.

The allotment may be used to pay:

1. For training educational personnel directly involved in student learning in the appropriate use of instructional materials and

for providing for access to technological equipment for instructional use;

2. For training personnel in the electronic administration of assessment instruments;

3. The salary and other expenses of an employee who provides technical support for the use of technological equipment directly involved in student learning; and

4. For costs associated with distance learning, including Wi-Fi, internet access hotspots, wireless network service, broadband service, and other services and technological equipment necessary to facilitate internet access.

Education Code 31.0211(c); 19 TAC 66.1307(f)

Technological Equipment

In purchasing technological equipment, a school district shall:

1. Secure technological solutions that meet the varying and unique needs of students and teachers in the district; and

2. Consider the long-term cost of ownership and flexibility for innovation.

Education Code 31.0211(d-1)

Prohibited Expenditures

The allotment may not be used to pay for:

1. Services for installation;

2. The physical conduit that transmits data such as cabling and wiring or electricity;

3. Office and school supplies;

4. Items that are not directly related to student instruction such as furniture, athletic equipment, extension cords, temporary contractors, or video surveillance equipment;

5. Travel expenses; or

6. Equipment used for moving or storing instructional materials.

19 TAC 66.1307(g)

Certification of Allotment

A district shall annually certify to the commissioner that the district's allotment has been used only for permitted expenses. *Education Code 31.0213*

Instructional Materials and Technology Account

The commissioner shall maintain an instructional materials and technology account for each district. In the first year of each biennium, the commissioner shall deposit the district's allotment in the

account. The commissioner shall pay the cost of instructional materials requisitioned by a district under Education Code 31.103 using funds from the district's instructional materials and technology account.

A district may also use funds in the district's account to purchase electronic instructional materials or technological equipment. The district shall submit to the commissioner a request for funds for this purpose from the district's account in accordance with the commissioner's rules.

Money deposited in a district's instructional materials and technology account during each state fiscal biennium remains in the account and available for use by the district for the entire biennium. At the end of each biennium, a district with unused money in the district's account may carry forward any remaining balance to the next biennium.

Education Code 31.0212

Access to Allotment

The allotment for each biennium will be made available for district use through the state's online instructional material ordering system (EMAT) as early as possible in the fiscal year preceding the beginning of the biennium for which the funds have been appropriated. A district may access its allotment for any upcoming school year upon completion of:

1. Submission to the commissioner certification that:
    a. The district has instructional materials that cover all the required Texas essential knowledge and skills (TEKS), except those for physical education, as required by Education Code 31.004 [see Certification of Instructional Materials, below]; and
    b. The district has used its allotment for only the allowable expenditures [see Permitted Expenditures and Certification of Allotment Use, above]; and
2. Preparation by TEA of EMAT for the new school year with the new allotment amounts.

Upon completion of these requirements, a district may access its funds by correctly providing all information required in EMAT.

19 TAC 66.1307(h)–(j)

Online Requisition System (EMAT)

The commissioner shall maintain an online requisition system (EMAT) for districts to requisition instructional materials to be purchased with the district's allotment. *Education Code 31.101(f)*

Delegation of Authority	The board may delegate to an employee the authority to requisition, distribute, and manage the inventory of instructional materials, consistent with Education Code Chapter 31 and rules adopted under that chapter. *Education Code 31.104(a)*
Local Funds	A district may use local funds to purchase any instructional materials in addition to those selected under Education Code Chapter 31. *Education Code 31.106*
Requisitions, Use, and Distribution	A district shall make a requisition for instructional materials using the online requisition program (EMAT) maintained by the commissioner. A district may requisition instructional materials on the State Board of Education (SBOE) instructional materials list for grades above the grade level in which a student is enrolled. *Education Code 31.103(b)–(c)*
Distribution	The board shall distribute printed instructional materials to students in the manner that the board determines is most effective and economical. *Education Code 31.102(c)*
Supplemental Instructional Materials	A district may requisition supplemental instructional material adopted by the SBOE but not on the instructional material list adopted under Education Code 31.023 only if the district requisitions the supplemental instructional material along with other supplemental instructional materials or instructional materials on the list adopted under Education Code 31.023 that in combination cover each element of the essential knowledge and skills for the course for which the district is requisitioning the supplemental instructional materials. *Education Code 31.035(d)*
Availability of Open Education Resource Instructional Materials	A district that selects open education resource instructional material shall requisition a sufficient number of printed copies for use by students unable to access the instructional material electronically unless the district provides to each student: 1. Electronic access to the instructional material at no cost to the student; or 2. Printed copies of the portion of the instructional material that will be used in the course. *Education Code 31.103(d)*
Employee Training	The board shall require the employee responsible for ordering instructional materials to complete TEA-developed training in the use of the allotment and the use of the instructional materials ordering system (EMAT). Training shall be completed prior to ordering instructional materials for the first time and again each time the dis-

trict is notified by TEA that the training has been updated. The district shall maintain documentation of the completion of the required training. *19 TAC 66.107(d)*

Special Instructional Materials

All laws and rules applying to instructional materials provided to students with no disabilities that are not in conflict with Education Code 31.028 or 19 Administrative Code 66.1311 shall apply to the distribution and control of special instructional materials. Special instructional materials include braille, large-print, and audio books and any other formats designed specifically to provide equal access to students with disabilities.

Requisitions for special instructional materials shall be based on actual student enrollment but may include up to two copies per student if necessary to meet individual need.

Special instructional materials are the property of the state. A district is responsible for replacing or reimbursing the state for lost, stolen, or damaged special instructional materials.

For Teachers

Adopted instructional materials needed by a teacher with a print disability to carry out his or her instructional duties shall be furnished in the required format without cost. The materials are to be loaned to the district as long as needed and are to be returned to the state when they are no longer needed.

For Parents

Adopted instructional materials in a specialized format that are requested by a parent with a print disability shall be furnished without cost by the state. Requests for electronic files shall be filled by TEA after the parent signs and TEA receives a statement, through the district, promising that the parent will safeguard the security of the files and observe all current copyright laws, including those that forbid reproduction of the files and their transfer to other parties. All specialized instructional material formats and electronic files that have been provided must be returned to the local school district at the end of the school year.

19 TAC 66.1311

Bilingual Instructional Materials

A district shall purchase with its allotment or otherwise acquire instructional materials for use in bilingual education classes. The commissioner shall determine the amount of the allotment for bilingual education based on TSDS PEIMS bilingual enrollment data from the fall collection of the school year preceding the first year of each biennium. *Education Code 31.029; 19 TAC 66.1307(c)*

Certification of Instructional Materials

Prior to the beginning of each school year, a district shall submit to the SBOE and commissioner certification that for each subject in the required curriculum under Education Code 28.002, other than physical education, and each grade level, the district provides each

student with instructional materials that cover all elements of the essential knowledge and skills adopted by the SBOE for that subject and grade level. The certification shall be submitted in a format approved by the commissioner and can be based on both state-adopted and non-state-adopted materials.

To determine whether each student has instructional materials that cover all elements of the essential knowledge and skills, a district may consider:

1. Instructional materials adopted by the SBOE;
2. Materials adopted or purchased by the commissioner under Education Code 31.0231 or Education Code Chapter 31, Subchapter B-1;
3. Open education resource instructional materials submitted by eligible institutions and adopted by the SBOE;
4. Open education resource instructional materials made available by other public schools;
5. Instructional materials developed or purchased by the district; and
6. Open education resource instructional materials and other electronic instructional materials included in the repository under Education Code 31.083.

The certifications shall be ratified by the board in a public, noticed meeting.

Education Code 31.004; 19 TAC 66.105

Ownership

Except as otherwise provided, a student must return all instructional materials to the teacher at the end of the school year or when the student withdraws from school. At the end of the school year for which open education resource instructional material that a district does not intend to use for another student is distributed, the printed copy of the open education resource instructional material becomes the property of the student to whom it is distributed.

This provision does not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(c), (g)–(h); 19 TAC 66.107(b)

Responsibility for Instructional Materials and Equipment

Each student or the student's parent or guardian is responsible for all instructional material and technological equipment not returned in an acceptable condition by the student. A student who fails to return in an acceptable condition all instructional materials and technological equipment forfeits the right to free instructional materials

and technological equipment until all instructional materials and technological equipment previously issued but not returned in an acceptable condition are paid for by the student, parent, or guardian.

As provided by board policy, a district may waive or reduce the payment required if the student is from a low-income family. [See FP] The district shall allow the student to use instructional materials and technological equipment at school during each school day.

If instructional materials or technological equipment is not returned in an acceptable condition or paid for, a district may withhold the student's records. A district may not prevent the student from graduating, participating in a graduation ceremony, or receiving a diploma. [See FL and GBA regarding student and parental right to access records; and FD, FFAB, and FL regarding a district's duties to provide records to another district]

The board may not require an employee of the district who acts in good faith to pay for instructional materials or technological equipment that is stolen, misplaced, or not returned by a student. [See DG]

These provisions do not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(d), (e), (h); 19 TAC 66.107(c) [See also EF]

Acceptable Condition

Printed instructional materials are considered to be in acceptable condition if:

1. The cover, binding, pages, spine, and all integral components of the instructional materials are wholly intact and the instructional materials are fully usable by students; and
2. No component of the instructional materials is soiled, torn, or damaged (whether intentionally or by lack of appropriate care) to the extent that any portion of the content is too disfigured or obscured to be fully accessible to other students.

Electronic instructional materials are considered to be in acceptable condition if:

1. All components or applications that are a part of the electronic instructional materials are returned;
2. The electronic materials perform as they did when they were new;

3. The electronic instructional materials do not contain computer code (e.g., bug, virus, worm, or similar malicious software) that has been designed to self-replicate, damage, change, or otherwise hinder the performance of any computer's memory, file system, or software; and

4. The electronic instructional materials have not been installed with plug-ins, snap-ins, or add-ins without the prior approval of the district.

Technological equipment is considered to be in acceptable condition if:

1. The equipment is returned with the software and hardware in their original condition unless the district authorized changes; and

2. The physical condition of the equipment is fully usable as it was originally intended to be used.

19 TAC 66.1310

Lost or Damaged Instructional Materials

A district may order replacements for instructional materials that have been lost or damaged directly from the publisher of the instructional materials or any source for a printed copy of open education resource instructional material. *Education Code 31.104*

Sale or Disposal

The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.

Sale

The board may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the SBOE or the commissioner. The board may also sell electronic instructional materials and technological equipment owned by the district.

Use of Proceeds

Any funds received by a district from a sale must be used to purchase instructional materials and technological equipment allowed under Education Code 31.0211.

Disposal

The board may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the SBOE if the board determines that the instructional material is not needed by the district and the board does not reasonably expect that the instructional material will be needed. A district must notify the commissioner of any instructional material the district disposes of under this provision.

Education Code 31.105

Annual Inventory A district shall conduct an annual physical inventory of all currently adopted instructional materials that have been requisitioned by and delivered to the district. The results of the inventory shall be recorded in the district's files. *19 TAC 66.107(a)*

Local Handling Expenses School districts shall not be reimbursed from state funds for expenses incurred in local handling of instructional materials. *19 TAC 66.104(d)*

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Selected Firm to Provide Redistricting Services Based on the 2020 Census**

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

REQUESTED BY: Nicole Franco, Chief of Staff

PRESENTER: Kim Tocci, Director of Procurement Services

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve staff's recommendation to select the firm to provide redistricting services based on the 2020 Census.

A Request for Proposal (RFP) 22-043 (RC) Redistricting Service was solicited during April 29, 2022, through May 19, 2022. SAISD received five (5) responses. The Evaluation Committee met on May 24, 2022, to combine scores and rank the firms. The Committee has selected Walsh, Gallegos, Trevino, Kyle & Robinson, P.C. to provide best value proposal for redistricting services. The scoring sheet and pricing sheet are attached.

The selected firm will determine the population variances between the seven single member districts based on the 2020 census data. Redistricting is based on population data from the 10-year census, which informs the state and local entities of population imbalances within political districts. Texas Education Code Section 11.052 (i) requires the school district to "re-divide the district into the appropriate number of trustee districts if the census data indicates that the population of the most populous district exceeds the population of the least populous district by more than 10 percent."

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the selected firm to provide redistricting services, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

199-41-6299-95-995-99-8-09 $55,000.00 approximately

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.
[X] 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.

22-035(RC) - Redistricting Services
Scoring Summary

Active Submissions

Supplier	Rank
Walsh Gallegos Trevino Kyle & Robinson P.C.	1
Rolando L. Rios & Associates	2
Leon Alcala PLLC	3
Best Best and Krieger	4
ARCBridge Consulting Inc	5

WALSH GALLEGOS
TREVIÑO KYLE & ROBINSON P.C.

Fees for Redistricting Work

Walsh Gallegos redistricting services will be billed at the following rates, billed in tenth of an hour increments as used:

- $250 per hour for associates licensed less than one year
- $275 per hour for associates licensed one to two years
- $315 per hour for associates licensed over two years
- $335 per hour for shareholders
- $135 per hour for law clerks and paralegals

Based on our experience with redistricting matters, we estimate the total cost will be between $20,000-$35,000 for our services, depending on the number of revisions to the initial draft plan and the number of meetings required to develop the Redistricting Committee's recommended plan and the Board's final approved plan. The total cost includes the demographer's services, which are estimated to be $15,000-$20,000, again depending on the number of revisions and meetings required.

We will provide maps of the new plan which can be used for election purposes as well.

Expense Charges:

The firm does not attempt to profit from operating expenses attributed to and billed to specific client matters. The firm charges for appropriate expenses and costs in addition to legal fees as follows:

- Photocopies: $.15/copy
- Automobile Mileage: Based on the IRS-approved reimbursable rate (currently $.58 /mile)
- Travel expenses, such as airfare, hotel or taxi: actual charge
- Telephone: No charge for local calls. The firm recaptures charges for long distance calls.
- Postage/delivery charges: No charge for first class postage. The firm recaptures the actual charge for certified mail, local courier service, and overnight delivery service such as Federal Express.
- Other out-of-pocket expenses such as filing fees or fees charged by a court reporter, consultant or expert witness.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of a Contract with William Jupp for Consultative Services**

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Dr. Jaime Aquino

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve a contract with William Jupp for professional consulting services. Such services will include continuous school and community engagement and improvement of SAISD central office leaders, principals, and educators. The proposed contract is attached.

Acquisition of this type of professional service is not legally subject to a formal procurement process. However, under CH (LOCAL), all professional services contracts of this value are typically subject to an appropriate competitive process. But, CH (LOCAL) also permits the Board to authorize the Superintendent, on a one-time basis, to acquire professional services without the use of an otherwise appropriate competitive process if the Board finds that it is in the best interest of the District. Accordingly, it is hereby requested that the Board also authorize the Superintendent to acquire the services of William Jupp without using an otherwise competitive process required by CH (LOCAL).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board hereby finds that it is in the best interest of the District to authorize the Superintendent to acquire, on a one-time basis, the professional services of William Jupp without the use of an otherwise required procurement process under local policy, and, further, be it resolved that the Board hereby approve the contract presented hereunder for such services and authorizes the Superintendent to sign such contract on behalf of the District.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Local Funding: TBD $170,000.00

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

[ ] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.

[ ] SAISD will engage families and the community to be active partners in the education of our children.

[ ] SAISD will recognize the outstanding achievements of our students, staff, and community members.
[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.
[X] 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.

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SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

PROFESSIONAL SERVICES AGREEMENT

The San Antonio Independent School District ("**SAISD**"), and *(insert Firm Name, Address, City/State, Zip)*
William Jupp, sole proprietor, 600 H Street NE, Apt 846, Washington, DC 20002
("**Provider**") enter into this Agreement for the provision of Professional Services. SAISD's point of contact for this Agreement is Jaime Aquino, Superintendent of Schools. Provider's point of contact for this Agreement is William Jupp. SAISD's point of contact is not authorized to make changes to executed contract(s).

1. SAISD agrees to engage Provider, and Provider agrees to perform, in a manner satisfactory to SAISD, the following Services: *(Specify, in detail below, the services to be performed, any deliverables to be provided by the Provider, etc.; Note: For a transaction involving both professional services and goods valued, inseparably, at $50,000 or more in the aggregate for a 12-month period, a competitive procurement process is required)*

See **Attachment A**, incorporated herein by reference.

2. The Services are to be performed on the following dates/times and locations: *(Specify the date(s), time(s), and location(s) of the performance of the service)*

Services to be provided on an as needed basis and as directed by SAISD; Services are performable at SAISD or remotely as expressly permitted by SAISD.

SAISD agrees to pay Provider a fee not to exceed **$170,000**, as compensation for the foregoing Services satisfactorily rendered. Provider shall not be paid in advance. The fee shall be paid in equal monthly installments over the term after a monthly invoice is received from Provider. Payment will be prorated for partial months. This Agreement will be in effect beginning June 20, 2022, and automatically end on June 30, 2023, unless sooner terminated by either party pursuant to the terms hereof.

Provider will comply with applicable Local, State and Federal Grant rules, regulations, terms and provisions for program and financial administration and management pertaining to contracts awarded through Local, State and/or Federal Grants in performing under this Agreement.

Is this Agreement supported by a Grant? [ ] Yes [ ] No (check one only). If yes, provide Grant Name and Grant Agency: _____.

SAISD reserves the right to disallow expenditure(s) or payment requests not complying with Grant program objectives/requirements, or Local, State and/or Federal guidelines, without penalty to SAISD or further obligation to the Provider. Provider agrees to provide a full accounting and details for all expenditures, as may be required by the local, state, federal Grant provider or SAISD.

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Provider Initials:_____
SAISD Initials:_____
Date:_____

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Provider will remit payment, within thirty (30) days from date of notice, to SAISD which is disallowed by the Local, State, or Federal Grant provider.

This Agreement, including the attached General Terms and Conditions, represents the entire agreement between the parties with respect to the subject matter of this contract and supersedes all prior negotiations, representations, and agreements, either oral or written. The Agreement may not be modified or supplemented except by a subsequent writing approved by SAISD's governing body and Provider.

Each of the individuals who have executed the Agreement represents and warrants that he or she is duly authorized to execute the Agreement on behalf of their respective party, and that all corporate, partnership, trust, governmental or other action necessary for such party to execute, enter into, and perform obligations in the Agreement have been duly taken by such party and have occurred. The Agreement will not be valid until it has been approved by the SAISD's Board of Trustees or other SAISD representative with authority to approve the Agreement.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT:

By: _____

Printed name and title: _____

PROVIDER:

By: William Jupp

Printed name and title: William Jupp Contractor

Check one only:
☒ Social Security/
☐ Federal Tax ID 136-52-2350

Contact Telephone No.: (720)289-2444

E-mail Address: brad.jupp@gmail.com

SAISD Contact
Name (Print) _____

Title _____

Campus/Dept. _____

Phone No. _____

WJ

Provider Initials:_____
SAISD Initials:_____
Date:_____

DocuSign Envelope ID: 824F0510-8274-45A1-9848-BE22BFFAC107

General Terms & Conditions

Professional Services

2. **Acceptance** - These general terms and conditions govern the relationship between the San Antonio Independent School District ("SAISD") and the professional services provider and are hereby made part of the Agreement between the SAISD and Provider. SAISD and Provider are collectively referred to as "parties". Failure of the Provider to accept these terms and conditions will result in cancellation of consideration or award.

3. **Service Warranty** – Provider warrants and represents that all services to be provided SAISD under the Agreement will be fully and timely performed in a timely and good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the contract, and all applicable federal, state and local laws, rules or regulations. Provider may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so will be without force or effect. If the warranty is breached, Provider will promptly, upon receipt of demand, perform the services again in accordance with above standard at no additional cost to SAISD. All costs incidental to such additional performance will be borne by the Provider. If the Provider is unable or unwilling to perform its services in accordance with the above standard as required by SAISD, then in addition to any other available remedy, SAISD may reduce the amount of services it may be required to purchase under the Agreement, and purchase conforming services from other sources. In such event, the Provider will pay to SAISD upon demand the increased cost, if any, incurred by SAISD to procure such services from another source. Provider will serve in a fiduciary capacity for SAISD's benefit. Provider acknowledges that SAISD has relied on Provider's representation as a material inducement in entering into the Agreement.

4. **Provider's Terms & Conditions** – Notwithstanding any language in Provider's offer or subsequent submissions, a term or condition from the Provider (including, but not limited to, those in Provider's corporate forms, statement of work, brochures, purchase order or sample contract forms) which (i) conflicts with SAISD's general terms and conditions, (ii) interferes with the exercise of any SAISD term or condition, (iii) minimizes or limits Provider's liability, or (iv) limits SAISD's remedies or restricts the recourse to seek adequate and prompt remedy, will be void and of no effect, and the SAISD's terms and conditions will prevail over any such Provider terms and conditions.

5. **Purchase Orders –** The Provider will not begin performance under the Agreement without a signed SAISD purchase order.

6. **Goods** – For any goods to be provided with the professional services, the following terms apply. *[Note For a transaction involving both professional services and goods valued, inseparably, at $50,000 or more in the aggregate for a 12-month period, a competitive procurement process is required]*

A. Goods will be delivered F.O.B. point of destination, freight prepaid, unless otherwise specified in the purchase order. If a delivery is to be made to a location other than the SAISD's Materials Management/Purchasing Department location, the delivery, at no additional charge, will be made inside to another SAISD facility in the room(s) designated. Provider is required to contact the school/department specified on the purchase order twenty-four (24) hours prior to delivery to confirm delivery place, date and time.

B. The SAISD has the right to inspect the goods at the point of delivery before acceptance. If the SAISD is unable to inspect the goods at the time of the delivery, the SAISD reserves the right to inspect and approve the goods within a reasonable time after delivery. Defective or nonconforming goods may be rejected and returned at Provider's expense, and the Provider assumes all risk for damages incidental to the rejection of such goods.

C. The title and risk of loss of the goods shall not pass to the SAISD until the SAISD actually receives and accepts possession of the goods at the point or points of delivery.

D. If the Provider fails to deliver the quantity of goods in the manner specified in the Agreement, SAISD reserves the right, after giving Provider a reasonable opportunity to cure the deficiency, to purchase the goods on the open market. In such event, Provider agrees to allow SAISD to deduct the difference in the contracted price to the actual price from pending Provider invoices. If there is no outstanding invoice, the Provider will pay the difference to SAISD. This remedy is in addition to other remedies to which SAISD is entitled to under law or equity.

E. Provider warrants that it has good and indefeasible title to all goods furnished under the Agreement, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Provider warrants and represents that all goods sold to SAISD under the Agreement will be free from defects in design, workmanship or manufacture, and conform to any samples furnished by the Provider, to the terms and conditions of the Agreement, and to all applicable federal, state, and local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the solicitation, the goods will be new and not used or reconditioned. If the Provider is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, the Provider will transfer and assign such manufacturer's warranty to SAISD. Provider may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law and any attempt to do so will be without force or effect. Unless otherwise specified in the Agreement, the warranty period will be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, the Provider will promptly upon receipt of demand either repair the non-conforming goods, or replace the non-conforming goods with fully conforming goods, at SAISD **'s** option and at no additional cost to SAISD. If the Provider is unable or unwilling to repair or replace defective or non-conforming goods as required

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Provider Initials:_____
SAISD Initials:_____
Date:_____

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by SAISD, then in addition to any other available remedy, SAISD may reduce the quantity of goods it may be required to purchase under the Agreement from the Provider and purchase conforming goods from other sources. In such event, the Provider will pay to SAISD upon demand the increased cost, if any, incurred by SAISD to procure such goods from another source. This remedy is in addition to other remedies to which SAISD is entitled to under law or equity.

6. **Debarment** – Provider hereby certifies to the following:

A. Provider and its principals are not currently suspended or debarred from doing business with the federal government, the State of Texas, or the SAISD.

B. Provider is not indebted to SAISD.

C. [For payments from state funds or state-funded loans or grants]: "Under Section 231.006, Family Code, the Provider or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

7. **SAISD Policies, Procedures and Public Information –** This Agreement is subject to, and Provider will comply with, SAISD's Board Policies, regulations and administrative procedures. It is the responsibility of the Provider to ensure Provider's employees, agents and subcontractors adhere to SAISD's Policies. Provider agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

8. **Term** –The term set forth in the Professional Services Agreement may be extended upon mutual agreement by the parties, subject to the specifications of any process to procure the service and necessary approvals from the respective governing bodies.

9. **Termination** - In addition to other bases for termination set forth in the Agreement, the Agreement may be terminated under the following circumstances.

A. SAISD may cancel or terminate the Agreement for convenience upon 10 days' written notice. In the event of termination by SAISD for convenience prior to completion of the Services, Provider will only be entitled to receive just and equitable compensation for Services satisfactorily completed.
B. SAISD may terminate the Agreement at the end of each SAISD fiscal year if the SAISD's governing body does not appropriate funds necessary for payment under the Agreement.
C. Work under the Agreement may be terminated in whole or in part by the SAISD upon delivery to Provider of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of SAISD rights to cancel undelivered goods or services under the agreement.
D. Either party may terminate, upon notice to the other party, for a breach the Agreement or if a party becomes insolvent or begins bankruptcy or reorganization proceedings.

SAISD's rights of termination, above or as otherwise set forth in the Agreement, are in addition to other remedies to which SAISD is entitled to under law or equity. Provider does not have the right to terminate for convenience.

10. **Force Majeure** - The SAISD will not be liable for defaults or delays under the Agreement due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, epidemic or other unforeseeable causes beyond its control. This provision will survive termination or expiration of the Agreement.

11. **Indemnification** - Provider will indemnify, defend (at SAISD's option), and hold SAISD (including SAISD's current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of Provider or Provider's officers, employees, agents or subcontractors in the performance under the Agreement.

"Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

This provision will not be deemed to limit the rights of SAISD or Provider against any third party which may be liable for an indemnified claim. This provision will survive termination or expiration of the Agreement.

12. **Gratuities** – SAISD may, by written notice to the Provider, terminate this Agreement without liability to Provider if it is determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Provider, or any agent or representative of the Provider, to any officer or employee of the SAISD, with a view toward securing a contract or securing special treatment with respect to the approval, amendment, renewal or the making of any determinations with respect to the Agreement.

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Provider Initials:_____
SAISD Initials:_____
Date:_____

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13. **Discrimination –** In performing under the Agreement, the Provider will not discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion or disability.

14. **Invoice and Payment –** Advance payment will not be made. Unless otherwise directed by SAISD, Provider will submit separate invoices on each purchase order. Invoices will be made in a form and with supporting documentation as directed by SAISD. Unless otherwise specified in the Agreement, payment terms will be net thirty (30) days after receipt of a complete and timely invoice, unless a prompt payment discount is offered. All invoices must be delivered to: **San Antonio Independent School SAISD, Attn: Accounts Payable, 514 W. Quincy Street, San Antonio, Texas 78212**. All invoices must reference a Purchase Order number assigned by SAISD.

SAISD may withhold or offset payment, or a portion thereof, otherwise due to the Provider on account of:

A. defective or non-conforming goods delivered by Provider;
B. outstanding third-party claims against SAISD and related to Provider's performance or nonperformance under the Agreement, for which such claims are not covered by Provider's insurance required under the Agreement;
C. valid claims by Provider's subcontractors for unpaid labor, materials or equipment (to the extent not covered by a payment bond);
D. damage or loss to SAISD's property caused by Provider or its subcontractor which is not timely repaired or replaced by Provider or otherwise covered by Provider's insurance required under the Agreement;
E. failure of the Provider to promptly indemnify or defend SAISD as provided hereunder; or
F. failure by Provider to comply with a material provision in the Agreement.

15. **Tax Exemption** – The SAISD is tax exempt. Provider will not include tax in Provider's fees, price or invoice.

16. **Retention of and Access to Records –** Provider will retain and provide SAISD access to all records related to this Agreement. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive termination or expiration of the Agreement.

17. **Insurance** –Provider will carry insurance coverage required by law or expressly directed by SAISD.

18. **Immunity** – By entering and performing under this Agreement, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability or defenses to which it is entitled under law. This Agreement is not intended to create a joint enterprise for purposes of determining liability. This provision will survive termination or expiration of the Agreement.

19. **Assignment –** Provider's assignment of an interest in this Agreement or subcontracting an obligation under this Agreement to another party is ineffective unless SAISD gives its advance written consent.

20. **Notice** – Any notice required under the Agreement will be delivered in person, by overnight delivery, or by U.S. certified or registered mail, return receipt requested, addressed to the signatory at the address set forth in the Agreement. Such addressees and/or addresses may be changed from time to time by written notice of such change, given in accordance with these same provisions. A notice is deemed delivered upon actual receipt.

21. **Applicable Law and Venue** - This Agreement, including performance and liabilities thereunder, will be governed by the laws of the State of Texas without regard to conflict of law principles. The parties agree that the venue for any litigation arising from this Agreement will be mandatory and exclusive in San Antonio, Bexar County, Texas. This provision will survive termination or expiration of the Agreement.

22. **No Waiver** - No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of the Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the terms, conditions or agreements hereof to be performed by the other party hereto will not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

23. **Independent Contractor** - The parties recognize that Provider is engaged as an independent contractor, and Provider acknowledges that SAISD will have no responsibility to provide Provider or its employees with transportation, insurance or other fringe benefits normally associated with employee status.

24. **Severability** - In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid or unenforceable provision had not been included herein, but only to the extent the purpose or intent of the Agreement is preserved.

25. **Attorneys' Fees** - The prevailing party in an action, in state or federal court, to enforce or interpret this Agreement is entitled to recover its reasonable attorneys' fees and court costs from the other party. If the SAISD is the prevailing party, Provider hereby agrees and authorizes the SAISD to deduct the attorneys' fees and court costs from amounts, if any, owed to Provider under the Agreement.

26. **Captions** - The captions of the Agreement are for convenience only and will not be considered in resolving questions of interpretation, construction or enforcement.

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Provider Initials:_____
SAISD Initials:_____
Date:_____

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Attachment A

Re: William Jupp; Professional consultative services for SAISD and SAISD's Superintendent of Schools.

Primary responsibilities: The consultant will advise the Superintendent and his staff on the following matters:

Family school choice and school/community engagement including the organization and communication of school choice options available to families and school communities focused on the academic and life success of SAISD students and the satisfaction of SAISD families;

Leading dialogue about school choice policies and family school choice options with families and school communities, as well as the senior team, central office leaders, principals and faculty;

The design and use of family school choice map that organizes family school choices by neighborhood, school program offerings and school performance with the purpose of helping families make decisions about which SAISD schools are best suited for their students' academic and life success;

Reporting school performance on school/family choice focused on the academic and life success of SAISD students and the satisfaction of SAISD families using multiple performance indicators;

The management of the continuous improvement of the portfolio of SAISD schools, including the design and use of a SAISD balanced scorecard of multiple performance indicators focused on the academic and life success of SAISD students and the satisfaction of SAISD families;

Leading dialogue about school performance with families and school communities, as well as the senior team, central office administrators, principals and faculty;

The integration of the multiple measures of school performance used in the balanced scorecard into a streamlined school improvement planning process that serves all state and federal school improvement planning purposes;

Educator talent management and continuous improvement including the design and management of multiple sources of educator talent, including multiple residency programs developed by SAISD and its partners;

The design and use of tools aligned with the SAISD balanced scorecard that supports the continuous improvement of SAISD central office leaders, principals and educators;

The design and use of career pathway systems that provide SAISD educators multiple opportunities for career growth within our system;

Leading dialogue about educator talent management the senior team, central office leaders, principals and faculty, as well as SAISD community partners;

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Application of federal, state and local policy, especially as it pertains to family school choice, continuous improvement of schools and educator talent management; and

Other matters as assigned by the Superintendent.

***

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Interlocal Agreement Between SAISD and Uvalde Consolidated Independent School District for the Sale of Four (4) Unused Portable Buildings**

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Nicole Franco, Chief of Staff
Kedrick Wright, Deputy Chief Operations Officer

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Interlocal Agreement between SAISD and Uvalde Consolidated Independent School District for the sale of four (4) unused portable buildings.

With the closing of Robb Elementary School, Uvalde CISD reached out to San Antonio ISD to inquire of any surplus portable buildings that the District would be willing to donate. These (4) portable buildings were previously used for swing space during the 2016 bond project at Rogers Middle School. With the completion of the 2016 bond construction, these portables are no longer needed at Rogers. Between SAISD's remaining inventory of portable buildings and 2020 bond funds allocated for phasing and swing space, SAISD will not need these (4) portables as swing space for the 2020 Bond Program.

The sale price for the four (4) portable buildings is zero $0.00 for all the portables. The consideration is the cost associated for removing the buildings from SAISD District property which is borne by UCISD. This cost includes providing insurance for any damage to SAISD's property as a consequence of the move.

Attached is the Interlocal Agreement that describes the sale and Exhibit A, a description of the four (4) portable buildings and Exhibit B, Bill of Sale.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the Interlocal Agreement between SAISD and Uvalde Consolidated Independent School District, 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.

[X] SAISD will engage families and the community to be active partners in the education of our children.

[ ] SAISD will recognize the outstanding achievements of our students, staff, and community members.

[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.

[X] SAISD will ensure fiscal health.

[X] SAISD will facilitate a successful Bond initiative and its implementation.

[X] SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

AGREEMENT BETWEEN
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND
UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Agreement is made by and between the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT ("**SAISD**") and the UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ("**UCISD**") acting through their respective Boards of Trustees. This Agreement is made pursuant the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

In consideration of the representations and covenants herein, UCISD and SAISD agree as follows:

1. PURPOSE:

The purpose of this Agreement is to set forth terms and conditions for the sale of 4 (four) SAISD portable buildings to UCISD.

2. TERMS AND CONDITIONS:

A. SAISD shall sell to UCISD four (4) portable buildings (collectively, "**Property**"), more specifically described in **Exhibit A** attached hereto and incorporated by reference. As a condition precedent to transfer title, SAISD and UCISD shall execute the Bill of Sale attached hereto as **Exhibit B**.

B. UCISD shall pay SAISD zero Dollars ($0.00) per portable building. Payment shall be due and made to SAISD upon removal of the Property from SAISD grounds or as otherwise directed by SAISD. Payment shall be from current revenues available to UCISD.

C. UCISD shall arrange moving services and pay all costs associated with removing the Property (including disconnection of utilities, if any) from SAISD grounds and relocating the Property to UCISD's site(s).

D. UCISD will cause any third party mover to provide adequate insurance and liability coverage in the event of risk to damage to any SAISD property.

E. Except as to warranty of title, including that there are no liens on the Property, the Property is offered for sale "AS IS, WHERE AS" with no express or implied warranties or guarantees as to its condition, value, quality, year, size or description. Further, there is no warranty of merchantability or fitness for any particular purpose. Any descriptions or representations are for identification purposes only and are not intended to be construed as a warranty of any type. UCISD is responsible for determining the condition and value of the Property prior signing this Agreement. No allowance will be made for any defect, imperfection, damage or incorrectness in description. SAISD shall not be liable for damages, fines or injuries, or other incidental or consequential damages nor

for any special damages or loss which may arise in connection with any claim associated with the sale, conveyance, delivery or subsequent use of the Property. UPON EXECUTION OF THE BILL OF SALE TO TRANSFER THE PROPERTY, AS BETWEEN SAISD AND UCISD, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CONVEYANCE, WILL BE THE SOLE RESPONSIBILITY OF UCISD, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CONVEYANCE.

3. MISCELLANEOUS:

A. This Agreement contains the entire agreement between UCISD and SAISD. Any other agreement or representation, oral or written, is superseded by the terms of this Agreement.

B. If any provision of this Agreement is found to be void, the remainder of the Agreement shall be fully enforced as if the voided provision were deleted from the Agreement.

C. This Agreement may be modified only by written agreement by authorized representatives for each party.

D. This Agreement will be interpreted and enforced pursuant to the laws of the State of Texas.

EXECUTED on this _____ day of _____, 20__.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT	**UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**
By:_____	By:_____

Exhibit A

Below is the description of the four (4) portable buildings sold to Uvalde CISD to SAISD pursuant to an Interlocal Agreement and Bill of Sale.

1. 314 Galway St, Classroom Portable #901
2. 314 Galway St, Classroom Portable #902
3. 314 Galway St, Classroom Portable #903
4. 314 Galway St, Classroom Portable #904.

Exhibit B

Bill of Sale

Date: June 8, 2022

Seller: San Antonio Independent School District

Seller's Mailing Address: 514 W. Quincy St. San Antonio, Texas 78212

Buyer: Uvalde Consolidated Independent School District

Buyer's Mailing Address: 1000 N. Getty St. Uvalde, Texas78801

Consideration: (Buyer's cost of removing four (4) portable Buildings from SAISD property)

Transferred Properties: Four (4) portable Buildings described in Exhibit A.

Reservations from Transfer: None.

Exceptions to Transfer and Warranty: Not applicable.

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever.

As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" and that there are no representations, disclosures, or express or implied warranties except those contained in the purchase contract and this bill of sale. Buyer has not relied on any information other than Buyer's inspection and the representations and warranties expressly contained in the purchase contract and this bill of sale.

When the context requires, singular nouns and pronouns include the plural.

_____

[**Name of seller**]

_____

[**Name of buyer**]

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Review and Approval of the Corrective Action Plan From the Texas Education Agency (TEA)**

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Patti Salzmann, Deputy Superintendent

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to review and approve SAISD's Corrective Action Plan received from the Texas Education Agency (TEA).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approve, acknowledge, and comply with all terms of the Agreed Corrective Action Plan.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

Case#ER2022-03-007

Regarding	§	Before the Texas Education Agency
	§	
San Antonio ISD	§	
	§	
CDN #015-907	§	Commissioner of Education

AGREED CORRECTIVE ACTION PLAN

Corrective Actions

In a desire to conclude this matter without further delay and expense, the Texas Education Agency (the Agency) and **San Antonio ISD** agree to resolve this matter by the terms of this Agreed Corrective Action Plan.

NOW, THEREFORE, it is the AGREEMENT of the Agency and the Local Education Agency (LEA) that:

1. The LEA must provide a revised District Improvement Plan for the 2022-2023 school year, that reflects bullying policies and procedures as required by statute Tex. Educ. Code 37.0832(d)(2) no later than **September 30, 2022**.
2. The Board must hold a Special Meeting, unless the next scheduled board meeting is prior to the due date of **July 8, 2022** and place this Corrective Action Plan on the agenda prior to approving and signing.
3. The LEA agrees to comply with all provisions of the Tex. Educ. Code, and the Agency and/or Commissioner of Education rules in the future, or the LEA will be subjected to further action by the Agency.
4. The LEA agrees to fully cooperate with the Agency's requests for information and/or onsite inspections during the period that this agreement is in effect.
5. Upon approval, the Commissioner of Education and/or the Agency's Associate Commissioner of Governance, Compliance, and Investigations are authorized to sign this agreement on behalf of the Agency.

Corrective Action Agreements

By signing this Agreed Corrective Action, the LEA:

1. Agree(s) with all terms, acknowledge(s) understanding of all terms, and agree(s) that the LEA will satisfactorily comply with all terms of this Agreed Corrective Action Plan by no later than **September 30, 2022**, or be subject to a reopening of this matter.

2. Agree(s), acknowledges and understands that the LEA will be informally monitored until successful completion of this agreement for continued compliance with all applicable statutes and regulations.
3. Agree(s), acknowledges and understands that the LEA may be subject to a special investigation (SI), corrective action(s) or sanction(s) for any additional allegations of violations which are substantiated.
4. The LEA agrees to waive any right to any review before the Commissioner, any right to seek removal or modification of any intervention provided for in this matter, any right to judicial review of this Agreed Corrective Action Plan, and any other procedural rights that might otherwise apply. The LEA does not waive any rights to an informal review or any other rights enumerated in the Texas Education Code if for any reason the Agency elects to reopen and formally investigate this matter.
5. The parties agree that this agreement is not subject to judicial review, does not create any rights not already described by law and is solely interpreted by the Commissioner of Education.

WE, **DR. JAIME AQUINO** AND **CHRISTINA MARTINEZ**, HAVE READ AND UNDERSTAND THE FOREGOING AGREED CORRECTIVE ACTION PLAN. WE UNDERSTAND THAT BY SIGNING THIS AGREED CORRECTIVE ACTION PLAN, THE LEA WAIVES CERTAIN RIGHTS. WE SIGN IT VOLUNTARILY, WILLINGLY, AND KNOWINGLY ON BEHALF OF **SAN ANTONIO ISD**. WE UNDERSTAND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

SIGNED this _____day of _____, 2022

_____
Dr. Jaime Aquino

Superintendent of **San Antonio ISD**

SIGNED this _____day of _____, 2022

_____
Christina Martinez

Board President of **San Antonio ISD**

SIGNED this _____day of _____, 2022

_____
*Ashley Jernigan

Associate Commissioner of Governance, Compliance & Investigations

*Pursuant to TEC §7.055(b)(5), the Commissioner of Education has delegated the authority to the Associate Commissioner of Governance, Compliance & Investigations to approve the issuance of an Agreed Corrective Action Plan and related investigation activities pursuant to TEC §39.003.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval to Submit Application to the Texas Education Agency (TEA) for Attendance Waivers for Low Attendance Days for the 2021-2022 School Year**

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent of Schools

PRESENTER: Theresa Urrabazo, Sr. Executive Director for Accountability, Testing, Research & Evaluation

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Administration's recommendation for approval to submit a low attendance waiver application to the Texas Education Agency (TEA) on behalf of District schools.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

TEA permits school districts to submit attendance waivers for missed instructional days and low attendance days due to weather, health, or safety related issues. Districts may request these waivers on a district or campus by campus basis. A waived day of instruction is removed from the calendar for the requested schools and functions like a holiday, so it is not included in attendance funding calculations, but will still allow you to count up to 420 waiver minutes towards your operational calendar. Low attendance is defined as a day of attendance at least ten percentage points lower than the prior year's percent of attendance as reported to TEA in Summer PEIMS. State funding for the district is based on attendance, so low attendance days have a negative impact. The Board of Trustees must review and approve all attendance waiver applications.

The recommended application for low attendance days for the 2021-2022 school year are as follows:

1) May 25, 2022 – waiver request for SAISD campuses listed below and attached, which reported an attendance percentage at least 10 points below their last year's campus overall percentage of attendance. The previous day, May 24, 2022, was the campus violence in Uvalde, Texas. Due to safety concerns by the public, many families chose to keep their children at home on this day.

   23 Campuses for May 25, 2022: Brackenridge HS, Burbank HS, Edison HS, Fox Tech HS, Sam Houston HS, Jefferson HS, Lanier HS, Estrada AC, Travis ECHS, Texans Can HS, Davis MS, Harris MS, Rhodes MS, Tafolla MS, De Zavala ES, Forbes ES, Rodriguez Montessori, Hirsch ES, Washington ES, Woodlawn Academy, Woodlawn Hills ES, Healy Murphy LC, and Knox ECE.

2) May 26, 2022 – waiver request for SAISD campuses listed below and attached, which reported an attendance percentage at least 10 points below their last year's campus overall percentage of attendance. On May 24, 2022, was the campus violence in Uvalde, Texas. Due to safety concerns by the public, many families chose to keep their children at home on this day.

   16 Campuses for May 26, 2022: Brackenridge HS, Edison HS, Fox Tech HS, Highlands HS, Sam Houston HS, Lanier HS, Cast Tech HS, Texans Can HS, Davis MS, Rhodes MS, Tafolla MS, Herff ES, Woodlawn Academy, Woodlawn Hills ES, Healy Murphy LC, and Gonzales ECE.

If approved by the Board, the waiver request will be forwarded to TEA. Online applications for attendance waivers must be submitted to TEA no later than the end of the 2022 school year. Once approved by TEA, the District will make updates to the student attendance data for submission to TEA in the Summer PEIMS submission of student data for the 2021-2022 school year.

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.

[X] SAISD will ensure fiscal health.

[ ] SAISD will facilitate a successful Bond initiative and its implementation.

[X] SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

San Antonio Independent School District

SY2022 Campus Attendance Waiver Alert for 05/25 and 0526

Note: Includes both active and withdrawn students. Excludes ADA ineligible students. Combines all Attendance Tracks.

001 Brackenridge High School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	1,450	351	75.8%	88.49	-12.70
05/26/2022	1,450	320	77.9%	88.49	-10.56

002 Burbank High School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	1,252	344	72.5%	84.27	-11.75

003 Edison High School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	1,265	306	75.8%	87.08	-11.27
05/26/2022	1,265	369	70.8%	87.08	-16.25

004 Fox Tech High School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	447	103	77.0%	91.96	-15.00
05/26/2022	447	126	71.8%	91.96	-20.15

005 Highlands High School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/26/2022	1,486	404	72.8%	84.37	-11.56

006 Sam Houston High School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	798	305	61.8%	74.32	-12.54
05/26/2022	799	329	58.8%	74.32	-15.50

007 Jefferson High School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	1,526	322	78.9%	88.96	-10.06

008 Lanier High School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	1,424	425	70.2%	86.72	-16.57
05/26/2022	1,425	370	74.0%	86.72	-12.68

010 Estrada Achievement Center

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	173	34	80.3%	91.51	-11.16

022 Travis Early College HS

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	436	96	78.0%	96.94	-18.96

027 Cast Tech High School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/26/2022	442	56	87.3%	98.00	-10.67

030 Texas CAN Academy at Highlands HS

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	31	24	22.6%	64.82	-42.24
05/26/2022	31	24	22.6%	64.82	-42.24

San Antonio Independent School District

SY2022 Campus Attendance Waiver Alert for 05/25 and 0526

Note: Includes both active and withdrawn students. Excludes ADA ineligible students. Combines all Attendance Tracks.

043 Davis Middle School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	633	207	67.3%	81.38	-14.08
05/26/2022	633	230	63.7%	81.38	-17.71

047 Harris Middle School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	775	142	81.7%	92.22	-10.54

055 Rhodes Middle School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	549	148	73.0%	90.36	-17.32
05/26/2022	549	145	73.6%	90.36	-16.77

061 Tafolla Middle School

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	759	212	72.1%	90.89	-18.82
05/26/2022	759	185	75.6%	90.89	-15.26

121 De Zavala Elementary

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	413	74	82.1%	92.35	-10.27

124 Forbes Elementary

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	149	30	79.9%	90.07	-10.20

132 Herff Elementary

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/26/2022	297	57	80.8%	91.99	-11.18

133 Rodriguez Montessori

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	107	24	77.6%	92.38	-14.81

137 Hirsch Elementary

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	564	129	77.1%	87.71	-10.58

172 Washington Elementary

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	333	65	80.5%	93.69	-13.21

175 Woodlawn Academy

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	548	98	82.1%	93.60	-11.48
05/26/2022	548	105	80.8%	93.60	-12.76

176 Woodlawn Hills Elementary

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	399	103	74.2%	89.20	-15.01
05/26/2022	399	89	77.7%	89.20	-11.51

San Antonio Independent School District

SY2022 Campus Attendance Waiver Alert for 05/25 and 0526

Note: Includes both active and withdrawn students. Excludes ADA ineligible students. Combines all Attendance Tracks.

182 Healy Murphy Lrng Center

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	164	85	48.2%	66.36	-18.19
05/26/2022	164	75	54.3%	66.36	-12.09

242 Knox Early Childhood Campus

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/25/2022	136	37	72.8%	82.96	-10.17

246 Gonzales Early Childhood Campus

Date	Days Enrolled	Days Absent	Attendance Rate%	LY Campus Rate	Diff
05/26/2022	86	15	82.6%	98.12	-15.56

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval to Adopt or Revise LOCAL Board Policies**

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

REQUESTED BY: Toni Thompson, Associate Superintendent, Human Capital Management

PRESENTERS: Toni Thompson
Julissa Herrera, Director, Policies, Procedures and Public Information

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the revisions of the board policies listed below and adopt EFA (LOCAL), based on TASB's recommendations for alignment with current local, state, federal law or statute:

Code	Code Description	Revision Highlights
CFD	Accounting: Activity Funds Management	*Revisions align with recent amendments to the Financial Accountability System Resource Guide on activity funds.*
CH	Purchasing and Acquisition	*Revisions provide the District additional flexibility by authorizing the Superintendent to contract for replacement, construction or repair of equipment or facilities in the event of catastrophe, emergency, or natural disaster.*
CQB	Technology Resources: Cybersecurity	*Revisions provide the Superintendent the authority to impose consequences for failure to complete required cybersecurity training and eliminates the annual training requirement from policy. Requirement will exist within procedures.*
CV	Facilities Construction	*Revisions align with recommended changes to CH (LOCAL) on delegation to the Superintendent for emergency contracting.*

DEC	Compensation and Benefits: Leaves and Absences	*Revisions remove administrative details not required to be in board policy and changes include the definition of a school year, updating the definitions of catastrophic illness and injury, revising terminology under the ALIP section, revising "workday" to "leave day", and other streamlining of provisions.* *Revisions also include the addition of provisions for Peace Officer Mental Health Leave and Quarantine Leave.*
DCD	Employment Practices: At Will Employment	*Revisions include a clarification that at-will employee's appeal of dismissal would follow the employee grievance policy and not begin with the Board.*
DCE	Employment Practices: Other Types of Contracts	*Revisions clarify that an appeal by an employee whose non-Chapter 21 contract who is not reissued at the end of the contract period would follow the employee grievance policy and not begin with the Board.*
DFE	Termination of Employment: Resignation	*Revisions revert back to the 45-day resignation without penalty date deadline and remove any language to the contrary. Revisions include giving the Superintendent or other person designated by board action the authority to accept contract resignations. Additionally, revisions allow the Superintendent the authority to delegate authority to accept at-will resignations to other administrators.*
DP	Personnel Positions	*Revisions meet the requirements that the Board adopt a policy requiring a school counselor to spend at least 80 percent of total work time on components of a comprehensive school counseling program or address with further details if that threshold cannot be met. Provisions regarding principal's qualifications have been streamlined.*
EFA*	Instructional Resources: Instructional Materials	*TASB recommends the adoption of EFA to address the selection and review of instructional materials as well as parental complaints about those materials.*
EFB	Instructional Resources: Library Media Programs	*Revisions include the provisions to address selection and review of library materials as well as parental complaints about those materials.*
EHAA	Basic Instructional Programs: Required Instruction All Levels	*Revisions include the addition of several requirements regarding human sexuality curriculum materials.*

EHBC	Special Programs: Compensatory/Accelerated Services	*Revisions include references to accelerated instruction and accelerated learning communities and directs parents to FNG policy for complaints about educational plans.*
EIE	Academic Achievement: Retention and Promotion	*Revisions include the removal of outdated provisions regarding grade advancement testing and provisions concerning accelerated instruction are now in EHBC.*
FDE	Admissions: School Safety Transfers	*Revisions reflect changes to the TEA Unsafe School Choice Option Guidance Handbook, which amended the list of violent criminal offenses for which student is eligible for an intra-district transfer and to reflect a change from HB 375 which amends offense of continuous sexual abuse of a young child to include continuous sexual abuse of a disabled individual.*
FEA	Attendance: Compulsory Attendance	*Revisions add text to address an optional excused absence for a student who is at least 15 years old to be absent one day to obtain a learner license and one day to obtain a driver's license.*
FEC	Attendance: Attendance for Credit	*Revisions include language about exceptions to the 90 percent attendance requirement for absences resulting in serious or life-threatening illness or related treatment.*
FFAC	Wellness and Health Services: Medical Treatment	*Revisions reflect current guidance from the Texas DSHS and common district practices.*
FFG	Student Welfare: Child Abuse and Neglect	*Revisions reflect the changes to the standard of reporting child abuse and neglect from "cause to believe" to "reasonable cause to believe." A reference to the definition of a person reasonable for the care, custody or welfare of a child has been added for clarification.*
FL	Student Records	*Revisions include the replacement of outdated references to the grade placement committee with a reference to the accelerated learning committee.*
GKA	Community Relations: Conduct on School Premises	*Revisions include language specifying that a person filing a complaint regarding refusal of entry to or ejection from property based on Education 37.105 shall be permitted to address the Board within 90 calendar days.*

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the revisions or adoption of board policies (listed above) as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

[X] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.

[X] SAISD will engage families and the community to be active partners in the education of our children.

[ ] SAISD will recognize the outstanding achievements of our students, staff and community members.

[X] SAISD will have strong District-wide leadership and will recruit and retain quality staff.

[X] SAISD will ensure fiscal health.

[ ] SAISD will facilitate a successful Bond initiative and its implementation.

[X] SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

CFD (LOCAL)

PROPOSED REVISIONS

Fiduciary Responsibility

The Superintendent, principal, and sponsor, as applicable, shall be responsible for the proper administration of District and campus activity funds and student activity funds in accordance with state law and local policy, District ~~approved~~ accounting practices and procedures, and the Texas Education Agency (TEA) *Financial Accountability System Resource Guide*.

Student Activity Funds

The Superintendent ~~or designee~~ shall ensure that student activity accounts are maintained to manage all class funds~~, organization funds,~~ and ~~any~~ other funds raised and collected ~~from students~~by student clubs or organizations for a school-related purpose. The principal or designee shall issue receipts for all funds prior to their deposit into the appropriate District account at the District depository.

Student activity funds shall be included in the annual audit of the District's fiscal accounts. [See CFC]

Use and Expenditure

Funds collected by student groups shall be used only for purposes authorized by the student club or organization ~~or upon approval of the sponsor.~~. The principal ~~or designee~~and sponsor shall manage and approve all disbursements. All funds raised by student organizations must be expended for the benefit of the students.

District and Campus Activity Funds

The Superintendent shall ~~establish regulations governing~~ensure District accounting practices and procedures address the expenditure of District and campus activity funds generated from vending machines, rentals, gate receipts, concessions, and other local sources of revenue over which the District has direct control. Funds generated from such sources shall be expended for the benefit of the District or its students and shall be related to the District's educational purpose.

Approval

Approval from the immediate supervisor or designee shall be obtained prior to a disbursement being made to any employee, including the principal.

Carryover Funds

All funds shall be left in the appropriate account and each sponsoring group shall retain the carryover funds for the next fiscal year. If ~~an~~a club or organization ceases to function or exist, the unexpended funds ~~of the organization~~ shall be credited to ~~an~~the appropriate ~~student~~administrative activity account.

CH (LOCAL)

Purchasing Authority

The Board delegates to the Superintendent ~~or designee~~ the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs $50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Authorized District employees in charge of a department or school budget may purchase items included in their approved budget, in accordance with administrative procedures.

Exception for Emergency Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing Procedures~~Method~~

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent ~~or designee~~ the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

Competitive Bidding

If competitive bidding is chosen as the purchasing method, the Superintendent ~~or designee~~ shall prepare bid specifications. All bids shall be submitted in sealed envelopes, plainly marked with the name of the bidder and the time of opening, or shall be submitted electronically using a system that ensures the identification, security, and confidentiality of such bids and ensures that such bids remain effectively unopened until the proper time. The Superintendent ~~or designee~~ shall ensure that any electronic system used for the submission of bids meets the security requirements. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after

the specified time shall not be considered. Where competitive bids are not required by law, the Board shall accept the bid(s) it deems to be the best value for the District.

The District may reject any and all bids in accordance with state or federal law, as applicable.

Purchasing Contracts

Each District contract shall be procured by an appropriate competitive process when the contract is valued at $50,000 or more in the aggregate for each 12-month period, except when prohibited by law, when the purchase is for a sole-source item(s) and/or service(s), or when the District is procuring the following professional services:

1. Special education or Section 504 services to be provided directly to students; and
2. Staff professional development or student training.

The Board may, if not prohibited by law, amend the list of professional services herein listed or may grant the Superintendent the authority to acquire professional services without the use of an otherwise appropriate procurement process on a one-time basis when it deems such manner of purchase is in the best interest of the District.

Delegation

The Board may delegate to the Superintendent or other staff the authority to accept or reject bids on purchases of goods or services not required by law to be bid. For bids required by law, the Superintendent ~~or designee~~ shall evaluate the bids and make a recommendation to the Board.

Permissive Bids

Purchases of goods and services for which bidding is neither required nor prohibited by law may be based on competitive bidding or requests for proposals.

Request for Proposals

If request for proposals is chosen as the purchasing method, the Superintendent ~~or designee~~ shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposer and the time of opening. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time for opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened. Where request for proposals is not required by law, the Board shall accept the proposal(s) it deems to be the best value for the District.

	The District may reject any and all proposals in accordance with state or federal law, as applicable.
Sole Source	For purposes of this policy, a "sole-source purchase" is a purchase available from only one source. [See CH(LEGAL)]
Responsibility for Debts	The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted Board policy and current administrative procedures. The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts.
Agents for the District	The District shall not be responsible nor liable for the payment of any commission, fee, or compensation to any broker, agent, or representative who undertakes to perform services for the District, in the absence of a written agreement to do so.
Indemnification — Contracts / Professional Services	No District employee, except as set forth herein, shall be authorized to bind the District or any department or campus of the District to indemnification and/or hold harmless agreements for the benefit of any outside party in any contract signed on behalf of the District, department, and/or campus, unless otherwise specifically approved by the Board; however, the Superintendent is authorized to bind the District to indemnification and/or hold harmless agreements if necessary to secure the use of facilities during athletic playoff seasons.
Purchase Commitments	All purchase commitments shall be made by the Superintendent ~~or designee~~ on a properly drawn and issued purchase order, in accordance with administrative procedures.
Personal Purchases	District employees shall not be permitted to purchase supplies or equipment for personal use through the District's business office.
Small, Women, and Minority Business Enterprises Program	In an effort to remedy past disparities in contracting, the District shall provide a reasonable opportunity for the participation of small, women, and minority business enterprises in the procurement process through its Small, Women, and Minority Business Enterprises Program. The program is not limited to small, women, and minority business enterprises, but may include veteran, disabled, and other socially or economically disadvantaged businesses, all hereinafter collectively referred to as "SWMBEs" or "SWMBE". The Superintendent shall develop administrative procedures and mechanisms to further the District's program goals.
Goal	The goal of this program is to increase participation by certified and qualified SWMBEs in the District's competitive procurement of

goods and services, including facilities construction. [See CV(LOCAL)] Under this policy, the goal is for SWMBEs to participate in at least 20 percent of the total dollar value of contracts competitively procured. The Superintendent shall prepare and present quarterly written reports to the Board on the activities and results of the efforts to meet this goal or as otherwise directed by the Board.

Good Faith Effort

The District aims to narrowly tailor its objective to promote and increase SWMBE participation by allowing contractors to waive the District's aspirational goal and receive some SWMBE-related merit if the District finds the contractor has shown a good faith effort in trying to secure SWMBE subcontractors. The Superintendent shall institute administrative procedures on how to determine and evaluate a good faith effort.

Advisory Committee

The Board may appoint a SWMBE advisory committee composed of seven persons. The advisory committee may include, but not be limited to, members or representatives of the SWMBE business community, members of advocacy organizations for the socially or economically disadvantaged, and other members of the business community who are knowledgeable in state and federal competitive procurement processes. The advisory committee shall:

1. Have the ability to review the District's SWMBE results and make advisory recommendations to the Board on how to improve the results;
2. Act as an intermediary between the District and SWMBEs by advising the District of SWMBE feedback and concerns; and
3. Be able to review administrative procurement procedures and make advisory recommendations on how they may be changed to expand SWMBE involvement in the procurement process.

Certification

Only certified SWMBEs participating in the District's competitive procurement of goods and services may be counted toward the District's goal. Qualified SWMBEs may be identified through certification agencies such as the:

1. South Central Texas Regional Certification Agency;
2. National Minority Supplier Development Council;
3. U.S. Small Business Administration;
4. Women's Business Enterprise National Council;
5. National Women Business Owners Corporation; or
6. Other organizations as determined by the Superintendent.

Sunset Provision	The SWMBE program shall run for five years from the effective date of this policy. The Board may renew the SWMBE program prior to its expiration. The District shall endeavor to produce or adopt a disparity study every four years, and it shall be used in determining whether the SWMBE program will be renewed.

CQB (LOCAL)

Plan

The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

Coordinator

The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency ~~(TEA)~~ in cybersecurity matters ~~and as required by law report to TEA breaches of system security~~.

Training

The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District; ~~annually completed by each employee and Board member; and~~
2. Verify and report compliance with ~~staff~~ training requirements in accordance with guidance from the Department of Information Resources; and
3. ~~2.~~ Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

Security Breach Notifications

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District~~District's cybersecurity coordinator~~ shall disclose a breach involving sensitive, protected, or confidential student information as required by~~to TEA and parents in accordance with~~ law.

CV (LOCAL)

Small, Women, and Minority Business Enterprises

Vendor Responsibility

The District is an equal opportunity employer. [See DAA(LEGAL)]

The District's goal is to affirmatively promote and increase involvement of qualified Small, Women, and Minority Business Enterprises (SWMBEs) [as defined in CH(LOCAL)] and local business enterprises to the greatest extent feasible in the awarding of District contracts. Contractors and their subcontractors and suppliers responding to District solicitations for goods and/or services related to the construction, repair, or renovation of District buildings or infrastructure shall make and demonstrate efforts to provide equal employment and contracting opportunities to SWMBEs. [See CH(LOCAL)]

Good Faith Efforts

Vendors affected by this policy shall be required to demonstrate good faith compliance with this policy and with all state and federal laws in proposing their goods and/or services to the District. Such compliance may be considered in the District's decision to award vendor contracts. [See CH(LOCAL)]

Performance

Parties responsible for the District's procurement of goods and/or services under this policy shall implement, analyze, and report the progress of actions taken pursuant to this policy and results achieved to the Superintendent and Board at the end of each quarter of the fiscal year.

Participation Goal

The District's goal is to increase participation of SWMBEs so that SWMBEs participate in at least 20 percent of the total dollar value of contracts for public works and capital improvements.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

The Board delegates to the Superintendent or designee the authority to determine the appropriate project delivery/contract award method for construction that provides the best value to the District. At the Board meeting wherein a construction contract is recommended to the Board for approval, the Superintendent shall report to the Board the project delivery/contract award method determined by the Superintendent or designee as providing the

best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above,$50,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

The Board delegates to the Superintendent ~~or designee~~ the authority to approve a change order up to $100,000. Other change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility. The Superintendent shall report monthly to the Board all change orders approved under the Superintendent's authority.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed to the District's satisfaction.

DEC (LOCAL)

Leave Administration

The Superintendent shall develop administrative procedures addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in loco parentis.
3. Parent, stepparent, parent-in-law, or other individual who stands in loco parentis to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definition of family shall include only those individuals listed in items 1, 2, and 3 above but shall exclude son- or daughter-in-law and parent-in-law.

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family. ~~[See DEC(LEGAL)]~~

~~Workday~~
Leave Day

A "~~workday~~leave day" for purposes of ~~use~~earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

~~Health Care Provider~~
~~For~~School Year

A "school year" for purposes of ~~medical certification, a "health care provider"~~earning, using, or recording leave shall ~~be defined as set forth in~~mean the ~~federal regulations~~term of the ~~FMLA. [See DECA(LEGAL)]~~employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. ~~Complications resulting from pregnancy shall be treated the same as any other condition~~Such conditions typically require pro-

longed hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year in ~~compliance~~accordance with ~~and as set forth in~~ administrative procedures.

~~The District shall not approve paid leave for more workdays than have been accumulated in prior years plus those available during the current year. Any absences beyond available paid leave shall result in deductions from the employee's pay.~~

~~**Earning Leave**~~

~~An employee shall not earn local leave when he or she is on an unpaid leave of absence. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

~~**Order of Use**~~

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEA]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

~~1. Local leave, until exhausted.~~

~~2. State sick leave accumulated before the 1995–96 school year, until exhausted.~~

~~3. State personal leave, until exhausted.~~

~~Use of the District's sick leave bank shall be permitted only after all available state and local leave has been exhausted and the employee meets the eligibility requirements to receive days from the bank.~~

~~Any leave taken for which leave balances are insufficient shall result in a deduction from the employee's paycheck commensurate with the amount of leave taken.~~

~~**Recording**~~

~~Leave shall be recorded in accordance with guidelines found in the payroll manual and in administrative procedures, except in accordance with provisions for intermittent leave in the FMLA [see DECA(LEGAL)] or when coordinated with workers' compensation benefits as provided in this policy. An employee shall be charged leave as used even if a substitute is not employed.~~

~~Concurrent Use of Leave~~

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave. [See DEC(LEGAL)]~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall run concurrently with and be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification ~~evidencing~~of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification when deemed necessary by the Superintendent's designee; or
3. ~~—~~The employee requests FMLA leave for the employee's serious health condition ~~or that~~; a serious health condition of ~~a~~the employee's spouse, parent, or child; or
4. ~~3. The employee requests FMLA leave~~ for military caregiver ~~purposes~~leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

~~***Note:*** For District contribution to employee insurance during leave, see CRD(LOCAL).~~

State Personal Leave

~~Under current state law, each employee shall receive five days per year of "personal" leave with no limit on accumulation. An employee may use this leave for any purpose, subject to the procedures in this policy. Unused state leave is transferable among districts as part of the employee's service record.~~

~~In accordance with provisions in Education Code 22.003 and to preserve the employee's leave entitlement while minimizing disruption to the instructional program and the operation of the District, the~~The Board requires employees to differentiate the manner in which state personal leave is used~~:~~.

~~Non-Discretionary~~Nondiscretionary Use

~~1.~~ Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use of leave is when leave is used for the employee's own illness; leave used for illness in the employee's immediate family; leave used for emergencies; leave used for a death in the employee's immediate family; or leave used when situations, occurrences, or incidents prevent the employee from reporting for work.

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

~~2.~~ Discretionary use of leave is ~~leave~~ for ~~which~~leave the employee knows in advance will be necessary and/or leave that can be planned for in advance. Discretionary use is subject to the limitations set out below.

~~*Limitations*~~

In order to preserve the continuity of the instructional program, the District calls attention to the importance of attendance of campus-based (if applicable) and instructionally related personnel on the ~~days listed below. The use of discretionary days by any employee in a manner that negatively impacts the students or mission of the District may be addressed through the District's disciplinary procedures.~~following days:

1. On the first five or last five teaching days of each school year;
2. On the day before or after an extended break consisting of three or more consecutive days (excluding weekends);
3. On days scheduled for end of semester or end-of-year exams;
4. The week prior to state-mandated assessments;
5. The week during state-mandated assessments; and
6. On assigned professional or staff development days.

~~Duration of Leave~~

The use of discretionary days by any employee in a manner that negatively impacts the students or mission of the District may be addressed through the District's disciplinary procedures.

Discretionary use of state personal leave shall not exceed three consecutive workdays.

Local Leave

~~All employees~~Each employee may earn up to five ~~workdays of~~ paid local leave days per school year. ~~However,~~ Each employee in a ~~person whose employment~~position that exceeds 194 days ~~shall be eligible to~~ may earn ~~a prorated portion of~~ up to two additional ~~work days of~~paid local leave~~. The proration shall occur in half day increments based on the total number of days worked in a regular position.~~ days per school year.

~~Local leave shall accumulate without limit. Accrued days of leave shall be rolled over from year to year. Balances of accumulated leave shall be indicated on the employee's paystub. It shall be the employee's responsibility to ensure the accuracy of leave balances and to notify payroll of any discrepancies. Absences taken in one pay period may not be reflected until the following pay period.~~

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year, except as otherwise provided by this policy. [See DEC(LEGAL)]

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of ~~earned~~ local leave or state personal leave.

Leave contributed to the bank shall be extended to the employee's immediate family. An employee who is a member of the bank ~~and who has exhausted all available paid leave, and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of~~may request leave from the bank if the employee or a member of the employee's immediate family~~, may request leave from the bank~~ experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

~~If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.~~

The Superintendent ~~or designee~~ shall develop ~~administrative~~ procedures for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must ~~donate~~contribute to become a member;

2. Procedures to request leave from the sick leave bank;

3. The maximum number of days per school year a member employee may receive from the sick leave bank;

4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and

5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

~~All decisions~~An employee may appeal a decision regarding the sick leave bank ~~may be appealed as stated~~ in ~~the~~accordance with the District's sick leave bank administrative procedures.

~~**Bereavement Leave**~~

~~Use of leave for death in the employee's immediate family shall not exceed five workdays per occurrence, subject to the approval of the District. If no accrued leave is available, the employee may request up to five unpaid workdays for the death of an immediate family member.~~

~~**Other Employment While on Leave**~~

~~While on any type of leave status with the District, the employee may not perform work in any capacity, whether with the District or with another employer, except as approved by the office of Employee Benefits, Risk Management and Safety as part of an approved return to work or transitional duty assignment at the District.~~

~~Exceptions may be granted by the office of Employee Benefits, Risk Management, and Safety for employees on approved professional development leave to substitute or work part-time in the District.~~

~~Working during a leave of absence without prior approval from the office of Employee Benefits, Risk Management, and Safety shall be considered a violation of the District's leave policy and may be grounds for immediate termination of at-will employees or recommendation of termination for contract employees.~~

Peace Officers

Mental Health Leave

A District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave;

2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;

3. The administrator authorized to approve requests for mental health leave; and

4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;

2. Reimbursement for reasonable costs related to the quarantine; and

Other procedures deemed necessary for administering this provision.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the ~~rolling~~ 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for Spouses

~~If~~When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. ~~[See DECA(LEGAL)]~~

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. ~~[See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]~~

Certification of Leave	~~If~~When an employee requests leave, the employee shall provide certification, ~~as required by~~ in accordance with FMLA regulations, of the need for leave. ~~[See DECA(LEGAL)] An employee shall comply with reasonable requests from the District to provide medical certification or clarification from the treating health care provider(s) licensed to practice in the United States if illness or injury is the reason for the leave request. Medical recertification shall be requested by the District and provided by the employee upon expiration of the initial certification if the employee is still unable to work.~~ ~~Before an employee may return to work after any period of leave for personal illness or injury, the employee shall submit to the office of Employee Benefits, Risk Management, and Safety a medical certification of the employee's ability to perform essential job functions by a health care provider licensed to practice in the United States or another provider permitted by FMLA regulations who is currently treating the employee.~~
Fitness-for-Duty Certification	~~If~~In accordance with administrative procedures, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. ~~If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.~~
Leave at the End of Semester	~~A~~When a teacher ~~desiring to return to work at or~~takes leave near the ~~conclusion~~end of ~~a~~the semester ~~shall be reinstated in accordance with LEAVE AT THE END OF A SEMESTER in DECA(LEGAL).~~
~~Failure to Return~~	~~If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so~~, the District may require ~~reimbursement of premiums paid by~~ the ~~District during~~teacher to continue leave until the ~~leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST] Additionally, failure to return to work absent a resignation shall be considered good cause for termination.~~end of the semester.
Temporary Disability Leave	~~An unpaid or paid leave of absence for temporary disability under the Education Code is available only to~~ Any full-time ~~educators. As used in this policy, "full-time educators" shall mean employees whose positions require~~ employee whose position requires educator certification ~~as required by~~ in accordance with Chapter 21 of the Education Code and by the State Board ~~of~~for Educator Certification~~.~~ shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. ~~The full-time educator shall make a request for a leave of absence~~

~~for temporary disability to the Superintendent or designee. The request shall include medical certification confirming the employee's inability to work and shall state the date the leave will begin and probable date of return as certified by the physician.~~

~~Leave for temporary disability shall run concurrently with assault leave and leave under the FMLA when applicable.~~

~~The Board may place an educator on a leave of absence for temporary disability if, in the Board's judgment and in consultation with a physician who has performed a thorough medical examination of the educator, the educator's condition interferes with the performance of regular duties. The Board's inquiry must be job related and consistent with business necessity.~~

[See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for ~~reinstatement~~]

~~A full-time educator who returns to work after a leave of absence for temporary disability shall be entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. If unavailable, the employee shall remain on inactive status until a position is available. In any event, the educator shall be placed on~~ return to active duty ~~no later than the beginning of the next school year.~~]

~~All other professionals under contract who qualify~~An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave ~~may return to a previously vacated position, subject to availability, upon release to return to work. If the position is unavailable,~~.

The District shall require the employee ~~shall be assigned to an alternate position through the end of the contract term~~to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. ~~[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

~~An employee eligible~~ The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Other Employment While on Leave

~~, and not on assault leave, shall have two options for receiving workers' compensation benefits. The~~ While on any type of leave status with the District, the employee shall ~~inform the~~ not perform work in any capacity, whether with the District or with another employer, except as approved by the office of Employee Benefits, Risk Management, and Safety ~~of the option he or she elects from the following:~~ as part of an approved return-to-work or transitional duty assignment at the District.

Exceptions may be granted by the office of Employee Benefits, Risk Management, and Safety for employees on approved professional development leave to substitute or work part-time in the District.

Working during a leave of absence without prior approval from the office of Employee Benefits, Risk Management, and Safety shall be considered a violation of the District's leave policy and may be grounds for immediate termination of at-will employees or recommendation of termination for contract employees.

~~1. An employee may elect to receive workers' compensation benefits only; or~~

~~2. An employee may elect to receive workers' compensation benefits and use partial day increments of available paid leave to make up the difference between the employee's income benefits and the pre injury daily base rate of pay.~~

~~The employee shall indicate his or her choice from the two options in writing. [See CRE] Once an election is made, it cannot be changed.~~

~~**Assault Leave**~~

~~Assault leave, during which the employee receives workers' compensation wage benefits supplemented by the District up to the pre assault weekly salary, shall be designated and shall run concurrently with family and medical leave.~~

Court Appearances

Absences due to compliance with a valid subpoena not related to personal business or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

~~An employee shall be granted leave with pay and without loss of accumulated leave for jury duty. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation for this service.~~

~~Reimbursement of Leave Upon Separation~~

Payment for Accumulated Leave Upon Separation

The following leave provisions shall apply to state and local leave ~~earned by a District employee~~accumulated beginning on the original effective date of this program.

An employee who separates from employment with the District shall be eligible for ~~reimbursement of~~payment for accumulated state and local leave under the following conditions:

1. If retiring, the employee must be eligible for retirement under applicable Texas Teacher Retirement System (TRS) guidelines;
2. If resigning, the employee must have ten years of consecutive service with the District immediately preceding the resignation;
3. The employee must be a full-time employee, as defined by District policy;
4. The employee shall be employed through the last workday as established by the calendar for the current year; and
5. The employee provides advance written notice of intent to separate from employment. Employees must provide written notice of their resignation to the human resources department no later than April 15 or the next business day if it falls on a weekend.

The employee shall ~~be reimbursed~~receive payment for each day of state and local leave, at a rate established by the Board. The Board shall have the exclusive right to change, suspend, or terminate this program at any time and for any reason based on the needs of the District.

Absence Control Policy

Abuse of Leave

All employee leave shall be provided for the specific purposes stipulated in this policy and/or state law. Absence from work shall be based on a particular leave status. An employee's absence without leave (AWOL) shall not be permitted and shall be deemed an abuse of the leave program. Abuse of the employee leave program, including excessive absenteeism, is a violation of District policy and may result in disciplinary action up to and including loss of pay, suspension, demotion, or termination of employment.

Absence without leave means any of the following conditions:

1. Being absent without available leave and not on Superintendent-approved administrative leave;
2. Being absent without having followed administrative procedures for taking leave; and
3. Being absent without having followed designated procedures for reporting absences as established by administrative procedures for taking leave.

Tardiness

Employees shall arrive to work by the time designated by their work schedules. Unexcused or excessive tardiness may result in disciplinary action, up to and including termination of employment. Unexcused or excessive tardiness shall constitute good cause for termination of employment.

Unauthorized Absence

An employee may be terminated for good cause when he or she:

1. Fails to return to work and fails to notify the office of Employee Benefits, Risk Management, and Safety within three workdays following a release by the treating physician;
2. Fails to return to work and fails to request or extend a leave of absence; or
3. Fails to report to work after exhausting all paid leave and, if eligible for leave of absence, does not request a leave.

The uniform enforcement of a reasonable absence control policy is not retaliatory discharge.

Sanctions for Abuse

All employee leave shall be provided for the specific purpose stipulated in this policy and is not intended to be used as a vacation, or for mere convenience. Except for discretionary use of state personal leave, documentation may be required for any chronic absences as determined by the Superintendent or designee. Abuse of the employee leave program and/or excessive absenteeism is a violation of District policy and may result in disciplinary action up to and including loss of pay, suspension, demotion, or termination of employment, in accordance with appropriate District policies. [See DCD and DF series]

Expiration of Available Leave

Upon the expiration of all leave for which an employee has applied and is eligible, the District shall notify the employee in writing that his or her leave has expired if the employee has not already returned to work.

An employee shall have ten workdays within which to apply for any leave for which the employee may be eligible or to notify the District in writing that the employee is ready, willing, and able to return

to work. A medical clearance showing that the employee is physically able to perform the essential functions of his or her positions, with reasonable accommodations if necessary, shall be required to return to work. Additionally, some jobs shall require the employee to submit to a fitness-for-duty evaluation paid for by the District wherein the employee must demonstrate the ability to meet all of the essential functions of his or her job.

An at-will employee who does not receive approval of such additional leave and who does not report and document his or her availability and fitness to return to work within the ten-workday period shall be deemed to have voluntarily resigned his or her employment with the District, effective immediately upon the expiration of the ten-workday period designated in such notice, and shall be offered health benefits according to COBRA. [See CRD]

An at-will employee who fails to return to work after exhausting all available leave, regardless of the type of leave, shall be deemed to have voluntarily resigned his or her employment with the District, and shall be offered health benefits according to COBRA.

A contract employee's failure to receive approval of such additional leave and his or her subsequent failure to report and document his or her availability and fitness to return to work, within the ten-workday period, shall be considered good cause for termination. A contract employee's failure to return to work after exhausting all available leave, regardless of the type of leave, shall be considered good cause for termination. For termination procedures and rights of contract employees, see DCE and DF series.

The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination.

DCD (LOCAL)

PROPOSED REVISIONS

~~Personnel employed on an at will basis include but are not limited to employees in the following categories: some noncertified professionals, paraprofessionals, and classified positions (such as food service, custodial, maintenance, bus drivers, and department of safety personnel).~~

~~**Assignment and Evaluation**~~

~~The Superintendent or designee has sole authority to notify employees of assignments, compensation rates, and special conditions of employment, which shall not be in conflict with the budget, the Board adopted compensation plan, or Board policy.~~

~~Evaluation of at will employees shall be conducted by the principal or supervisor in accordance with administrative procedures. [See DN(LOCAL)]~~

~~**Reasonable Assurance of Employment**~~

~~At will employees in positions normally requiring less than 12 months of service annually and who are expected to report to work at the beginning of the following school session shall be provided a letter of reasonable assurance of employment. [See CRF(LEGAL)]~~

~~**Dismissal**~~

Personnel not hired under a contract shall be employed on an at-will basis.

[For information regarding contractual employment, see DCA, DCB, DCC, and DCE, as appropriate]

Dismissal

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the ~~Superintendent or designee. [See DCD(LEGAL)]~~ needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

~~Appeal to Board~~

Appeal of Employment Actions

A dismissed employee may ~~request to be heard by the Board in accordance with DGBA(LOCAL).~~

~~The Superintendent or designee may, if he or she determines it is in the best interest of the District, review~~appeal the dismissal in accordance with DGBA(LOCAL~~), prior to review by the Board.~~).

DCE (LOCAL)

PROPOSED REVISIONS

Non-Chapter 21 Contracts

The Superintendent may employ by written contract, subject to the provisions of DC(LOCAL), personnel not eligible for a contract under Chapter 21 of the Education Code. Such contracts shall not be governed by the provisions of Chapter 21 of the Education Code.

~~Reasonable Assurance of Employment~~

~~The District shall provide an employee a letter of reasonable assurance of employment if a new contract is not issued prior to the last working day of the current contract and the employee is reasonably expected to report to work at the beginning of the following academic term.~~

Appeal of Employment Actions

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal ~~to the Board~~ in accordance with DGBA(LOCAL).

DFE (LOCAL)

PROPOSED REVISIONS

General ~~Resignation~~ Requirements

All resignations shall be submitted in writing to the Superintendent or ~~designee~~other person designated by Board action in accordance with this policy. The employee shall give reasonable notice. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

An employee may also resign by completing and submitting the District resignation form or by sending a written notification of resignation by U.S. ~~mail~~Mail, fax, email, District routing, or hand delivery to the human resources department. The resignation shall be considered submitted when sent by the employee.

Resignation of At-Will Employees

The Superintendent ~~or designee~~ shall be authorized to accept the resignation of an at-will employee at any time. The Superintendent may delegate to other administrators the authority to accept a resignation of an at-will employee. The resignation shall be accepted upon receipt.

Resignation of Contract Employees

Without District Consent

The Superintendent or ~~designee~~other person designated by Board action shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the resignation deadline (45 ~~70~~ days before the first day of instruction of the following school year). If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action. The resignation requires no further action by the District and is accepted upon receipt~~.~~ by the Superintendent or other person designated by Board action.

~~The District understands that the resignation deadline in this local policy is stricter than the statutory penalty free resignation date. The District's purpose for a stricter resignation deadline is for the benefit of District students, as it allows the District to determine vacancies earlier and fill them with quality candidates.~~

Resignation Requiring Consent

When a contract employee submits a letter of resignation with an effective date during the contract term or after the resignation deadline, the Superintendent or other person designated by Board action shall either accept or reject the resignation. If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action. If the resignation is accepted, the Superintendent or ~~designee~~other person designated by Board action must convey acceptance to the contract employee

	in writing, in a manner that includes, but is not limited to, fax, email, text messaging, instant messaging, District routing, hand delivery, or U.S. Postal Service. Acceptance shall be deemed to have been conveyed upon sending the written acceptance in accordance with the method chosen by the District, which may include facsimile machine, electronic mail, text messaging, instant messaging, District routing, hand delivery, or U.S. Postal Service. Acceptance of the resignation shall be considered received by the contract employee when sent. If the resignation is rejected and the employee refuses to continue working for the District, the Superintendent or other person designated by Board ~~designee~~action shall submit the matter to the Board in order to pursue sanctions as allowed by law.
Withdrawal of Resignation	Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

DP (LOCAL)

PROPOSED REVISIONS

Principal Qualifications

In addition to the minimal certification requirement, ~~the~~a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage ~~budget~~budgets and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. ~~Three years' experience as a classroom teacher;~~
7. ~~7.~~6. Prior experience in instructional leadership roles; and
7. Other qualifications deemed necessary by the Board~~.~~ and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

~~8.~~ If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

EFA (LOCAL) - adoption

PROPOSED POLICY

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB(LOCAL).

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials shall be chosen from the list of resources adopted by the State Board of Education in accordance with administrative regulations and the objectives above. Additional department-selected supplemental materials shall also be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.

4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]

5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

Challenged Resources

A parent of a District student, a student who is 18 years of age or older, an individual employee, or any District resident may challenge an instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.

2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Reconsideration

A complainant shall make any formal challenge to an instructional material on the form provided by the District and shall submit the completed and signed form to the technology and instructional materials allotment coordinator. Upon receipt of the form, the technology and instructional materials allotment coordinator shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

Frequency of Review

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

EFB (LOCAL)

PROPOSED REVISIONS

Note: For information related to the selection of instructional materials, see EF(LEGAL) and EFA.

The District shall provide a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. The Superintendent shall ensure that librarians and other designated professional staff select library materials in accordance with District policy and administrative regulations.

Objectives

In this policy, "library materials" may include printed and electronic library acquisitions and other ancillary or supplementary materials maintained in a campus library. In accordance with state and local guidelines, library collections should enrich and support the state and local curriculum. Collections should also provide materials of high interest to encourage student reading and learning for pleasure.

Library materials may be used to enhance the instructional program, for formal or informal teaching and learning purposes, and for voluntary inquiry or self-selected reading.

In accordance with state and local standards, school libraries are essential interactive collaborative learning environments, ever evolving to provide equitable physical and virtual access to ideas, information, and learning tools for the entire school community.

School libraries are essential, safe, and inviting centers for teaching and learning that provide equitable access to emerging technologies and physical and virtual collections of high quality, reflecting input from stakeholders.

Parental Involvement

The District shall focus on maximizing transparency with parents and community members while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

To support transparency and access for the school community, the District shall establish means for parents and the public to review holdings, including information about titles and how materials are assessed.

Protection from Inappropriate Material

Library materials shall not include "harmful material" as defined by Penal Code 43.24(a)(2) or "obscene" material as defined by Penal Code 43.21(a)(1).

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Selection

Library materials shall be chosen in accordance with guidelines adopted by the Texas State Library and Archives Commission. In the selection of library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels.
2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
3. Develop a balanced collection presenting multiple viewpoints related to controversial issues to foster critical thinking skills and encourage discussion based on rational analysis [see EMB regarding instruction about controversial issues].
4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
5. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
6. Demonstrate literary merit, quality, value, and significance.
7. Have received favorable professional library reviews from state- and nationally recognized review publications.
8. Have received state or national awards or are included on recommended reading lists developed by library professionals and educators.
9. Cover topics, authors, series, or genres that fill gaps in the school library collection.
10. Include accurate and authentic factual content from authoritative sources.
11. Have a high degree of potential user appeal and interest.
12. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
13. Are requested or recommended by students and teachers.

14. Mirror selections found in neighboring districts or libraries in the region.

15. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Parent Consideration

In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent. Parents are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student. In accordance with state law and administrative regulations, parents may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources see EF(LEGAL).]

Challenged Resources

A parent of a District student, a student who is 18 years of age or older, an individual employee, or any District resident may challenge a library material maintained in the District's library program on the basis that the library material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of library materials:

1. A complainant may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.

2. A parent's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed therein.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material. If appropriate, the librarian or administrator may offer a concerned parent an alternative library material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the library material.

Formal Reconsideration

A complainant shall make any formal challenge to a library material on the form provided by the District and shall submit the completed and signed form to the library and digital commons coordinator. Upon receipt of the form, the library and digital commons coordinator shall appoint a reconsideration committee.

The reconsideration committee shall include the librarian and at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged library material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

Frequency of Review

After a library material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the regular maintenance of the library collection. [See Maintenance of Library Materials, below.]

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Gifts and Donations

The District shall accept gifts and donations to a campus library with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Maintenance of Library Materials

In accordance with state and local guidelines, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

~~**Library System**~~

~~The District shall provide and maintain library media programs as integral parts of the District's instructional resources, in compliance with the Texas State Library and Archives Commission, *School Library Programs: Standards and Guidelines for Texas*. Materials shall be selected from all forms of media in accordance with EFA(LOCAL) and appropriate administrative procedures, taking into consideration the interests, vocabulary, maturity, and ability levels of all students within the school served.~~

~~The Superintendent may contract with the Regional Educational Service Center or other agencies offering similar services for the provision of media services and supplies.~~

~~The Superintendent or designee shall develop rules, regulations, and procedures to ensure the systematic maintenance of libraries as current resources for teachers and students. Principals and/or the library resource specialists shall ensure the effective use of the libraries within schools and shall establish library hours and procedures that best serve the needs of the students.~~

~~**Budget**~~

~~Adequate funding for library media programs shall be made through the annual budget. Funds for the purchase of library materials shall be allocated on an equitable basis to the various schools, according to the following guidelines:~~

~~1. The book and audiovisual budget should be based on the information as noted in the March issue of the *School Library Journal*.~~

~~2. The magazines and periodicals budget is funded by the state of Texas and may not be used for any other purpose but print or electronic subscriptions.~~

~~3. The library supply budget is funded by the District and is considered local money to be used for library management purposes and library-related activities for student products.~~

~~4. Library student activity funds will come from overdue fines, damages fines, and fund-raising events. This budget may be~~

used at the discretion of the librarian to purchase student incentives; replace outdated hardware; upgrade educational software; and professional author, writer, and illustrator visits within the District guidelines to support student achievement and lifelong appreciation for literature and learning.

5. Grants for school library support should be used as indicated within the accepted grant. All grant stipulations should be followed to maintain the integrity of the grant and its effectiveness.

6.1. Other funding may support the purchase of library materials from other departments within the local campus or from District-level departments such as curriculum and instruction or federal programs.

EHAA (LOCAL)

PROPOSED REVISIONS

Human Sexuality Instruction

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

Managed Foundation (Aligned Instruction)

The core business of the District is teaching and learning, and it must be designed so that it is directly managed in the most effective manner. The District's theory of action for change shall have a foundation of aligned instruction [see AE(LOCAL)]. Aligned instruction shall ensure the coordination of resources, supports, and operations to reinforce consistency of essential practices across the District. It is from this foundation that the District shall also empower schools in the use of talent, time, and resources to accelerate student achievement.

Critical to this effort, and in accordance with aligned instruction, the District shall create a comprehensive instructional management system or managed foundation. This begins with establishing content standards; setting performance standards; and establishing instructional frameworks, assessments, school actions, and consequences that are aligned to the state accountability system and in compliance with federal requirements. Building on this foundation, the essential elements of aligned instruction shall include, but are not limited to, the following:

1. A comprehensive and aligned curriculum that provides a seamless flow between grade levels and schools;

2. Differentiated professional development structured and delivered around best-in-class and research-based instructional frameworks and curricula;

3. A comprehensive and individualized student information and unified enrollment system;

4. Formative and summative assessments to monitor student, teacher, and principal performance, drive instruction, and inform students and parents;

5. Carefully calibrated and appropriate interventions by student, teacher, subject, and school;

6. Alignment of all other District systems – such as budget and financial management, human resources and talent management, operations, and the like – to support the instructional management system using the best change management techniques in compliance with state and federal laws and guidelines; and

7. A consistent evaluation and monitoring process to drive continuous improvement across the District.

Progress Monitoring and Continuous Improvement

The Superintendent shall be responsible for designing and managing the instructional management system or managed foundation to support the District's theory of action [see AE(LOCAL)]. Pursuant to this, the Superintendent shall bring forward policy recommendations, strategic initiatives, and budget proposals for Board consideration.

The Superintendent shall provide a theory of action and assessment report to the Board at least three times a year. The reports may include, but are not limited to, information regarding the state of the District's accomplishments, challenges, aligned curriculum, professional development, student information systems, assessments, enrollment, monitoring and intervention strategies, and the performance review and planning process for all schools.

Managed Instruction with Performance Empowerment

As stated above, the District's theory of action shall be based on aligned instruction with the goal of transitioning into a managed instruction with performance empowerment system once all components of the aligned instruction have been effectively implemented. In this theory of action, autonomy must be earned at the principal and school level. This empowerment shall be granted based on high performance and is retained only when high performance is maintained.

Managed instruction with performance empowerment, as it is administered by the District in accordance with administrative guidelines, shall address standards, instructional management, flexibility, accountability, empowerment, and capacity.

Summary

In summary, the Board believes that aligned instruction and its theory of action combine the effectiveness of an instructional management system or managed foundation with the dynamics of a performance culture. It balances accountability with empowerment where flexibility is granted based on individual school performance and needs. Therefore, performance is managed and not left to chance. Striking the right balance between accountability and empowerment for schools is an ongoing responsibility of the Board and the Superintendent.

EHBC (LOCAL)

PROPOSED REVISIONS

~~Students at all grade levels~~ Each student who ~~have~~has been identified as being at risk of dropping out of school, who ~~are~~is not performing at grade level, or who did not perform satisfactorily on a state-~~administered~~mandated assessment ~~instrument,~~ shall be provided accelerated and/or compensatory educational services ~~based~~.

Accelerated Instruction

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on ~~needs~~a state-mandated assessment. ~~The principal shall ensure that each identified student is receiving services.~~

~~The services provided each~~Accelerated Learning Committee

When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall ~~be consistent~~develop a written educational plan in accordance with law. If a parent requests that the ~~goals and strategies established in~~ student be assigned to a particular teacher the ~~District and campus improvement plans and~~following school year, the request shall be ~~reviewed for effectiveness at the close of each grading period. Parents shall be encouraged to participate in~~ addressed in accordance with the ~~planning of educational services for their child and shall be kept informed regarding~~ District's administrative procedures.

A parent complaint about the ~~child's progress toward~~content or implementation of the educational ~~goals.~~

~~Parents of students who are not successful in meeting requirements for promotion shall be informed of any available options, such as an extended year program or summer school.~~

~~[See policies at EHBC, EHBD, EIE, and FB]~~plan shall be filed in accordance with FNG.

EIE (LOCAL)

PROPOSED REVISIONS

Curriculum Mastery

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC] The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

Students Receiving Special Education Services

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

~~Grades K–4~~ Kindergarten–Grade 4

Students in kindergarten shall be promoted. Retentions shall occur only in exceptional cases with a request initiated by the parent.

Kindergarten

Grade 1

In grade 1, promotion to the next grade level shall be based on demonstrated proficiency at or above grade level in reading and mathematics.

Grades 2–4

In grades 2–4, promotion to the next level shall be based on the student earning a grade of 70 or above in both language arts and mathematics.

Retention

Kindergarten

Students in kindergarten shall be retained only in exceptional cases with a request initiated by the parent. A campus committee including the kindergarten teacher shall provide an intervention plan for the first-grade teacher for students completing kindergarten significantly below reading level.

Grades 1–4

Students in grades 1–4 shall be retained only in exceptional cases with a request initiated by the parent. Any student in grades 1–4, or any interdistrict transfer student who does not, within the student's first three weeks of instruction, demonstrate expected grade level proficiency in reading and mathematics shall be referred to the response to intervention (RTI) process. Any student who, at the end of the school year, does not meet the promotion standards in either language arts or mathematics shall be placed in a multi-age classroom the following year for the purpose of acceleration back to grade level. Any student placed in a multiage classroom who, during the following school year, demonstrates mastery of the curriculum as established by recommendation of the multiage classroom

teacher, shall be transitioned to the student's appropriate grade-level classroom at the earliest feasible opportunity.

Grades 5–8

In grades 5–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subjects~~,~~ and a grade of 70 or above in language arts ~~and~~, mathematics, and ~~a grade of 70 or above in~~ either science or social studies. The language arts grade shall be the average of the language and reading grades.

When a student in grades 5–8 earns a grade of less than a 70 in any subject that would disqualify the student from promotion according to the paragraph above, but such student demonstrates proficiency on the state-mandated assessment for that subject or subjects, a committee shall be established consisting of the principal, the teacher of the subject in which the student earned less than a 70, and the student's parent. The student's ~~grade placement~~ accelerated learning committee (~~GPC~~ALC) may serve as the required committee if ~~a GPC~~an ALC has already been established. In order for such a student to be promoted to the next grade level, all members of the committee shall unanimously agree that the student has demonstrated proficiency in the subject matter of the course. The committee shall consider the recommendation of the student's teacher, the student's grade in the course, the student's score on the state assessment, and any other academic information deemed relevant by the committee. The committee shall reach a decision no later than the fifth day of instruction.

The committee's review and decision shall be appropriately documented. The committee's decision is final and may not be appealed. The principal at the receiving school of students promoted using this process shall monitor the academic performance of such students during the next school year and provide support to encourage grade-level proficiency. Additional guidance shall be described in administrative procedures.

Grades 9–12

Mastery of at least 70 percent of the objectives on District-approved tests shall be required. Grade-level advancement for students in grades 9–12 shall be earned by course credits. Changes in grade-level classification shall be made according to administrative procedures. [See EI(LEGAL)]

~~**Accelerated Instruction**~~

~~If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.~~

Grade Advancement Testing

Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District's local standards for mastery and promotion.

Definition of "Parent"

For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the GPC for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]

No Alternate Assessment Instrument

The District shall use only the statewide assessment instrument for the third testing opportunity.

Standards for Promotion Upon Appeal

This appeal process applies only to students in fifth or eighth grade if a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity. In that case, the GPC shall review all facts and circumstances in accordance with law and shall consider the length of time a student was enrolled in a Texas public school, if less than a complete year.

The student shall not be promoted unless:

1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and

2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.

Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.

~~Transfer Students~~

~~When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.~~

~~If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.~~

~~Assignment of Retained Students~~

~~In the event a student is not promoted to the next grade level, the District shall nevertheless assign the student to an age-appropriate campus, unless:~~

~~1. The student's parent requests that the student be assigned to the same or a similar campus setting; or~~

~~2. The student's GPC determines that it would be in the student's best interest to be assigned to the same or a similar campus setting. Criteria to be considered for this decision may include:~~

~~a. Recommendations from the student's teachers.~~

~~b. Observed social and emotional development of the student.~~

~~Reducing Student Retention~~

~~The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]~~

FDE (LOCAL)

PROPOSED REVISIONS

Safe Schools Data

The Superintendent ~~or designee~~ shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD~~],~~]; and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while ~~in or~~ on the ~~grounds~~premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
   a. Attempted murder;
   b. Indecency with a child;
   c. Aggravated kidnapping;
   d. ~~Assault resulting in bodily injury or aggravated~~ Aggravated assault~~;~~ on someone other than a District employee or volunteer;
   e. Sexual assault or aggravated sexual assault~~;~~ against someone other than a District employee or volunteer;
   f. Aggravated robbery~~.~~; or
   g. Continuous sexual abuse of a young child or disabled individual.

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described ~~above~~in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent ~~or designee~~ an application for transfer. The Superintendent ~~or designee~~ shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a Violent Criminal Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the ~~grounds~~premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent ~~or designee~~ an application for transfer. The Superintendent ~~or designee~~ shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

Additional Transfer Options

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus. ~~[See~~

[For other transfer provisions, see also FDA and FDB~~]~~.]

FEA(LOCAL)

PROPOSED REVISIONS

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

~~Students Age 18 and Over~~ ~~A student who voluntarily attends school after the student's 18th birthday shall be required to attend school until the end of the school year.~~

Excused Absences In addition to excused absences required by law, the District shall excuse absences for the following purposes. A student shall be required to submit verification of these absences in accordance with administrative regulations.

Higher Education Visits: The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. ~~A student shall be required to submit verification of such visits in accordance with administrative regulations.~~

Armed Services Enlistment: The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard.

Early Voting or Election Clerk: The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk.

Learner or Driver's License: The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days and a court case for truancy has been filed with the court system; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

~~For withdrawal of students 18 or older, see FEA(LEGAL).~~

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

Students Attending Homeschools

~~**Students in Homeschools**~~

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

~~When the District becomes aware that a student is being or will be homeschooled, the Superintendent or designee may request in writing a letter of notification from the parents of their intention to homeschool~~ The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing Compulsory Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

FEC (LOCAL)

PROPOSED REVISIONS

This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.

Absences Considered

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has attended the required percentage of days under this policy.

Attendance Committees

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

The Superintendent ~~or designee~~ shall make the specific appointments in accordance with legal requirements.

Parental Notice of Excessive Absences

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

Methods for Regaining Credit or Awarding a Final Grade

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.

The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

~~Students~~A student who ~~have~~has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

~~When a student's absence for personal illness exceeds five consecutive days~~ The principal or attendance committee may require verification from a ~~physician or~~ health ~~clinic verifying the illness or condition that caused the student's extended absence from school~~ care provider in accordance with administrative regulations as a condition of classifying ~~the~~an absence for personal illness as one for which there are extenuating circumstances.

~~If a student has established a questionable pattern of absences, the principal or attendance committee may require that a student present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.~~

~~**Guidelines of Extenuating Circumstances**~~

~~The attendance committee shall adhere to the following guidelines to determine attendance for credit:~~

~~Days of Attendance~~

~~1. All absences shall be considered in determining whether a student has attended the required percentage of days. If makeup work is completed satisfactorily, absences for the following reasons shall be considered days of attendance for this purpose:~~

~~a. Religious holy days;~~

~~b. Required court appearances;~~

~~c. Activities related to obtaining U.S. citizenship;~~

~~d. Serving as an election clerk;~~

~~e. Visiting an institution of higher education [see FEA]; and~~

~~f. Health care appointments.~~

~~[See FEB]~~

~~**Transfers/Migrant Students**~~

~~2.~~1. ~~A transfer or migrant student incurs absences only after his or her enrollment in the District.~~

Best Interest Standard

In reaching consensus regarding a student's absences~~,~~ and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent ~~or designee~~ shall develop administrative regulations ~~addressing~~to document the attendance committee's ~~documentation of the~~ decision.

~~**Documentation**~~

~~The attendance committee shall consider the acceptability and authenticity of documented reasons for the student's absences.~~

~~**Consideration of Control**~~

~~The committee shall consider whether the absences were for reasons out of the student's or parent's control.~~

~~**Student's Academic Record**~~

~~The committee shall consider whether or not the student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.~~

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

~~**Information from Student or Parent**~~

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

Imposing Conditions for Awarding Credit or a Final Grade

The attendance committee ~~may~~ shall consider the student's unique circumstances and, if necessary, shall impose ~~any of the following~~ conditions for ~~receiving~~ awarding credit ~~lost because~~ or a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of ~~excessive~~ time equivalent to the student's absences. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.

~~1. Satisfying time on task requirements before and/or after school.~~

~~2.~~3. Attending tutorial sessions as scheduled~~, which may include Saturday classes or before and after school~~.

~~3.~~4. Completing other instructional programs, as specified by the committee.

~~4. Maintaining the attendance standards for the rest of the semester.~~

5. Taking an examination to earn credit. [See EHDB]

~~6. Attending summer school.~~

In all cases, the student must ~~also~~ earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL). ~~beginning at Level Three).~~

FFAC (LOCAL)

~~**Student Illness**~~

~~Procedures shall be established by the administration to ensure that proper attention is given to any student who becomes ill during the course of a school day.~~

~~**Accidents Involving Students**~~

~~Emergency procedures shall be established by the administration to ensure proper attention for any student injured at school. Records shall be maintained on all accidents that require the attention of a medical doctor/licensed health care provider.~~

~~**Emergency Treatment Forms**~~

~~Each year, students and parents shall complete and sign a form that provides emergency information and authorizes school officials to obtain emergency medical treatment, as provided by law.~~

~~**Administering Medication**~~

No employee shall give any student prescription medication, nonprescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as ~~provided below~~authorized by this or other District policy.

~~No medication, prescription or nonprescription, shall be carried by a student on his or her person, with the exception of self administered prescription asthma medication or medication for anaphylactic reaction, in accordance with FFAC(LEGAL). All other medication, prescription or nonprescription, shall be deposited with the principal or designee while the student is on school grounds.~~

~~Exceptions~~

~~Employees authorized by the Superintendent or designee may administer to students:~~

~~*Provided by Parent*~~

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements~~, for a period of up to ten days. [See FFAC(LEGAL)] A District Medication Request Form shall be completed by a physician or other health care professional practicing within the scope of his or her licensure when the medication must be administered for a longer period~~.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container~~ for a maximum of three consecutive days~~.

~~—~~Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan ~~of~~for a student with disabilities.

Medication Provided by District

Emergency Basis

~~Nonprescription~~The District shall purchase certain nonprescription medications to administer to students only ~~provided~~ on an emergency basis ~~by the District~~ and in accordance ~~consistent~~ with:Protocols established by the District's medical advisor who must be licensed to practice medicine in the state of Texas; and

2. Parental consent given on the emergency treatment form

The Superintendent shall designate the employees who are authorized to administer nonprescription medication under these protocols and permissions.

First-Aid

The District shall purchase certain topical nonprescription medications for use when administering first aid to students in accordance with administrative regulations.

The Superintendent shall designate the employees who are authorized to administer nonprescription medication under this provision.

Psychotropics

Except as permitted by ~~Education Code 38.016~~law, an employee shall not~~:~~:

1. Recommend to a student or a parent that the student use a psychotropic drug;

2. Suggest a particular diagnosis; or

3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

FFG (LOCAL)

PROPOSED REVISIONS

Program to Address Child Sexual Abuse, Trafficking, and Maltreatment

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law~~.~~ and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

Reporting Child Abuse and Neglect

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the Texas Abuse Hotline Website~~;~~[1];
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers. [See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus princi-

pal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

[1] Texas Abuse Hotline Website: http://www.txabusehotline.org

FL (LOCAL)

PROPOSED REVISIONS

Comprehensive System

The Superintendent ~~or designee~~ shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The Superintendent is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by ~~a grade placement~~an accelerated learning committee convened for the student.
5. Health services record, including:
    a. The results of any tuberculin tests required by the District.

b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

c. Immunization records. [See FFAB]

6. Attendance records.

7. Student questionnaires.

8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.

9. Verified reports of serious or recurrent behavior patterns.

10. Copies of correspondence with parents and others concerned with the student.

11. Records transferred from other districts in which the student was enrolled.

12. Records pertaining to participation in extracurricular activities.

13. Information relating to student participation in special programs.

14. Records of fees assessed and paid.

15. Records pertaining to student and parent complaints.

16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents

may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;

4. Reviewing an education record to fulfill the official's professional responsibility; or

5. Investigating or evaluating programs.

Transcripts and Transfers of Records

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

Records Responsibility for Students in Special Education

The special education director shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education office.

Procedure to Amend Records

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

Directory Information

Directory information for District students shall only be released for school-sponsored purposes, such as District publications and announcements.

Directory information shall include student name, address, telephone listing, date and place of birth, dates of attendance, most recent school attended, photograph, grade level, honors and awards received, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

Free Application for Federal Assistance Completion Project

In addition to other designated directory information, the date of birth of an entering high school senior shall also be considered directory information for purposes of the Free Application for Federal Student Aid (FAFSA) Completion Program. Public notice of this designation shall be provided to parents and eligible students as well as an opportunity to opt out of the disclosure of the directory information.

GKA (LOCAL)

PROPOSED REVISIONS

~~Principals and other designated employees are authorized to:~~

~~1. Refuse entry onto school grounds to persons who do not have legitimate business at the school;~~

~~Request any unauthorized person~~ Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

~~2.~~ District officials may request assistance from law enforcement in an emergency or ~~any~~when a person is engaging in ~~unacceptable~~behavior rising to the level of criminal conduct ~~to leave the school grounds;~~.

~~3. Request assistance of law enforcement officers in cases of emergency; and~~

~~4. Seek prosecution for violations of law as permitted by statute.~~

~~OFF-CAMPUS ACTIVITIES~~

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. ~~-~~Those so designated shall coordinate their efforts with persons in charge of the facilities.

~~prohibitions~~

~~electronic cigarettes~~

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of ~~electronic cigarettes or any other electronic vaporizing device or nicotine delivery system at all school related or school sanctioned activities,~~tobacco products and e-cigarettes on ~~or off~~ District property, ~~and at all non-school activities on~~in District ~~property~~vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, ~~illegal~~location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or

2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Purchase of Firewall and Internet Content Filter Services**

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

REQUESTED BY: Dr. Kenneth J. Thompson, Chief Information Technology & Accountability Officer

PRESENTER: Dr. Kenneth J. Thompson

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the purchase of firewall and internet content filter services to support the increase in student and staff devices. These services and hardware will provide the necessary security and protection for students and staff accessing online digital resources.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the purchase of firewall and internet content filter services as described above.

Company Name: Netsync
Address: 2500 West Loop South, Ste 410/510
City/State/Zip: Houston, TX 77027
Phone No: 712-413-7998
Point of Contact: David Tijerina
E-mail Address: dtijerina@netsync.com

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Contract Number: DIR-CPO-4430
Budget Code: 671-53-6***-65-950-99-H44, 671-53-6***-27-950-99-H44
Program Start Date: June 21, 2022
Program End Date: July 10, 2024
Total Approximately Cost: $1,100,000

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.
[X] 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.

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ365646

Quote #:	AAAQ365646
Date:	05/20/2022
Valid for:	30 Days

Sell To Contact	Inside Sales	Account Manager
San Antonio ISD	Jennifer Huie	David D Tijerina
hsandoval1@saisd.net	jhuie@netsync.com	dtijerina@netsync.com
210.244.2900	214-629-0979	512-413-7998

Please send purchase order to: PO@netsync.com

Line #	Part	Descrption	Qty	Unit Price	Ext Price
Fortinet Firewall				Sub Total	980,011.64
	Fortinet Firewall				
1.0	FC-10-F34E1-950-02-36	3YR FG-3401E UNIFIED UTM LICS PROTECT 24X7 FC APPL CTRL IPS AV	2	190,581.94	381,163.88
2.0	FC-10-F34E1-950-02-12	1YR FG-3401E UNIFIED UTM LICS PROTECT 24X7 FC APPL CTRL IPS AV	2	63,527.31	127,054.62
3.0	FC-10-F34E1-211-02-12	4HR HW DELIVERY PREMIUM RMA SVCSVCS REQUIRES 24X7 SUP	8	11,887.73	95,101.84
4.0	FG-2601F	4X100GE/40GE QSFP28 SLOTS PERP 16X25GE/10GE SFP28 SLOTS 16X10GE	2	47,181.84	94,363.68
5.0	FC-10-F26F1-928-02-36	3YR 24X7 FC & ATP IPS ADV LICS MALWARE PROT FOR FORTIGATE-2601F	2	63,695.49	127,390.98
6.0	FC-10-F26F1-928-02-12	1YR 24X7 FC & ATP IPS ADV LICS MALWARE PROT FOR FORTIGATE-2601F	4	21,231.83	84,927.32
7.0	FC-10-F26F1-211-02-12	1YR 4HR HW DELIVERY PREM RMA LICS SVC FOR FORTIGATE-2601F	10	6,970.48	69,704.80
8.0	FN-TRAN-SFP+SR	10GE SFP+ TRANS MODULE SHORT PERP RANGE SYST W/SFP+ & SFP/SFP+ SLOTS	4	76.13	304.52
9.0	FG-61F	10XGE RJ45 PORT W/ 2XWAN 1XDMZ PERP 7XINT 128G ONBOARD FORTIAPS 30/10	3	0.00	0.00
10.0	FC-10-0061F-950-02-36	3YR 24X7 UNIFIED UTM PROT SVCS FORTICARE+ APP CTRL FORTIGATE-61F	3	0.00	0.00
11.0	FC-10-0061F-950-02-12	1YR 24X7 UNIFIED UTM PROT SVCS FORTICARE+ APP CTRL FORTIGATE-61F	6	0.00	0.00
12.0	FC-10-FNDN1-651-02-36	3YR FNDN DEV TOOLKIT FNDN SVCS ACCESS FOR 1U INCL DEV TOOLS & LICS	3	0.00	0.00
13.0	FC-10-FNDN1-651-02-12	1YR FNDN DEV TOOLKIT FNDN SVCS ACCESS FOR 1U INCL DEV TOOLS & LICS	12	0.00	0.00
Fortinet Coterm Renewal				Sub Total	112,741.63
	Fortinet Coterm Renewal				
14.0	FORTICO-TERM	FORTINET COTERM - 24x7 Email,24x7 Comprehensive Support, Advance HW,Firmware & General Updates - S/N FL -1KET319000101 - Dates: 08/29/22 - 03/22/25	1	8,376.63	8,376.63
15.0	FORTICO-TERM	FORTINET COTERM - 24x7 Email,24x7 Comprehensive Support, Advance HW,Firmware & General Updates - S/N FGT81ETK19003680 - Dates: 08/29/22 - 05/03/22	1	883.59	883.59
16.0	FORTICO-TERM	FORTINET COTERM - UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV,FortiGuard NGFW Service,CF,AS,4-hour Delivery PRMA,24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates - S/N FG34E1TB21900192, FG34E1TB18900059 - Dates: 02/01/23 - 10/01/23	1	93,067.29	93,067.29
17.0	FORTICO-TERM	FORTINET COTERM - UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV,FortiGuard NGFW Service,CF,AS,24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates - S/N FG200ETK19901797 - Dates: 08/29/22 - 10/01/27	1	10,414.12	10,414.12

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ365646

Quote #:	AAAQ365646
Date:	05/20/2022
Valid for:	30 Days

Line #	Part	Descrption	Qty	Unit Price	Ext Price
18.0	FORTICO-TERM	FORTINET COTERM - FortiClient Fabric Agent and 24x7 support - S/N FCTEMS0000095963 - Dates: 05/05/22 - 10/01/27	1	0.00	0.00

Notes: 220042897-133507-02

Fortinet Firewall and Coterm Renewal

Netsync DIR-CPO-4430|DIR-CPO-4430

156

Total	1,092,753.27
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**1,092,753.27**

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of General Contractors for Japhet Academy Expansive Soil Repairs**

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

REQUESTED BY: Nicole Franco, Chief of Staff

PRESENTER: Kedrick Wright, Deputy Chief Operations Officer

MEETING DATE: June 20, 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 repairs at two entrances.

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) was 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 proposal for Japhet Academy.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through 652-81-6629-00-141-0-99-000

Japhet Academy Expansive Soil Repairs RFCSP 22-029 (RC)				
		Contractor #1	Contractor #2	Contractor #3
Cat.	Description	**LMC Corporation**	Northstar Elite Construction	SpawGlass Civil Construction
	PROPOSAL TABULATION:			
	Base Proposal	**$361,932.06**	$535,200.00	$614,328.01
	Owner's Contingency	**$25,000.00**	$25,000.00	$25,000.00
	Total Base	**$386,932.06**	$560,200.00	$639,328.01
	To be Substantially Completed By: August 8, 2022			

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

[ ] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.

[X] SAISD will engage families and the community to be active partners in the education of our children.

[ ] 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.

[X] SAISD will ensure fiscal health.

[X] SAISD will facilitate a successful Bond initiative and its implementation.

[X] SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding (MOU) Between SAISD and City of San Antonio (COSA) for School Park Improvements at Eloise Japhet Academy**

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

REQUESTED BY: Nicole Franco, Chief of Staff

PRESENTER: Kedrick Wright, Deputy Chief Operations Officer

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and City of San Antonio (COSA) to develop school park improvements at Eloise Japhet Academy. The project will provide the agreed upon site amenities to be available for community use after school hours and on non-school days: Walking path, multi-use field, and exercise equipment.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the proposed MOU with COSA and San Antonio Sports.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the district.

Funders	
City of San Antonio – Parks & Recreation Dept Bid	$50,000.00
San Antonio Sports	$5,000.00
San Antonio ISD	$0.00
John L Santikos Foundation (School Park Gate)	$20,000.00
Total	**$75,000.00**

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

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[X] SAISD will engage families and the community to be active partners in the education of our children.
[ ] SAISD will recognize the outstanding achievements of our students, staff, and community members.

[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.
[X] SAISD will ensure fiscal health.
[X] SAISD will facilitate a successful Bond initiative and its implementation.
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STATE OF TEXAS	**§**	**FUNDING AGREEMENT**
	§	**WITH**
COUNTY OF BEXAR	**§**	**SAN ANTONIO SPORTS and SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This Agreement is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal corporation, acting by and through its City Manager or designee, San Antonio Sports (hereinafter referred to as "SAS") and San Antonio Independent School District (hereinafter referred to as "ISD"), a Texas non-profit corporation. City, SAS and ISD shall collectively be referred to as "the Parties."

PREAMBLE

WHEREAS, the City and ISD are each legally authorized to own, acquire, construct, improve, finance, and operate recreational facilities capable of serving both public school purposes and municipal park purposes; and

WHEREAS, SAS has been designated as the non-profit organization that will develop and oversee the School Park Program, which develops public school grounds into parks that benefit both the schools and the public, in San Antonio; and

WHEREAS, the City and SAS desire to increase the availability of park facilities within the boundaries of the City; and

WHEREAS, ISD is willing to improve and operate portions of certain school playgrounds as public parks and recreational facilities through participation in the School Park program; and

WHEREAS, ISD may own and operate athletic and recreational facilities that can also serve as City parks and recreational facilities; and

WHEREAS, $50,000 is allocated in the FY 2022 General Fund for a School Park project at Eloise Japhet Academy; and

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises contained herein, City, SAS and ISD hereinafter collectively referred to as the Parties, agree as follows:

I. TERM

1.1 This Agreement shall commence January 1, 2022 and shall terminate December 31, 2042.

1.2 The School Park shall remain open as a public park for no less than twenty (20) years. In the event the ISD determines the School Park is no longer needed for school purposes and is to be sold or leased to another entity, ISD shall either a) continue to operate the School Park for use by the general public; or b) provide an alternate School Park site to serve the same community with similar amenities and benefits. In either of these scenarios, ISD shall provide a School Park for twenty (20) years.

1.3 The School Park City funding is available upon execution by the Parties and shall terminate within one year.

II. GENERAL RESPONSIBILITIES OF SAS & ISD

2.1 ISD agrees to review and approve or disapprove, through the ISD Representative, plans developed and submitted by SAS for School Park project. All plans shall be reviewed by, but not limited to, school personnel, parents, and members of the neighboring community. The planned improvements shall be reflected in Exhibit A – School Park Location and Budget. Upon agreement by SAS and ISD of School Park plans, the plans shall be forwarded to the City for approval.

2.2 ISD agrees to make improvements at the School Park by contracting for those improvements, utilizing ISD employees to make the improvements, and/or through volunteer contribution of labor or materials. Such improvements shall be completed within one year from the execution of this Agreement.

2.3 During the term of this Agreement, the ISD grants to City, and City accepts from ISD, a license for use by general public of the School Park subject to the terms and conditions of this Agreement. All improvements made on ISD property to develop the School Park as a public park shall be and remain the property of the ISD; subject to the City's licensee rights to all School Parks during the term of this Agreement. Neither City nor SAS shall have ownership interest in the improvements made by ISD pursuant to this Agreement.

2.4 Upon completion of the School Park improvements, and throughout the term of this Agreement, the ISD agrees to keep the School Park open to the general public as a public park during School Park Hours. School Park Hours are defined in **Exhibit A – School Park Location and Budget**.

2.5 ISD agrees to maintain the School Park grounds and improvements throughout the term of this Agreement to include, but not be limited to, the following: mowing, edging, trimming, and litter removal to the same extent as performed on similar ISD school grounds. Neither City nor SAS shall have any responsibility for the operation or maintenance of the School Park.

III. FUNDING AND REIMBURSEMENT BY CITY

3.1 City shall contribute up to $50,000 to support the School Park project.

IV. RECEIPT, DISBURSEMENT, AND ACCOUNTING OF FUNDS BY SAS & ISD

4.1 SAS and ISD agree to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. SAS and ISD further agree:

a) maintenance of said records shall be in compliance with all terms, provisions and requirements of this Agreement; and
b) SAS and ISD records system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

4.2 SAS and ISD agree to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials ("Records") pertaining to activities pertinent to this Agreement for a minimum of four (4) years after the termination of this Agreement.

4.3 Disbursement of funds shall be based upon invoices submitted by SAS. Invoices shall be submitted upon completion of the School Park. Subsequent to disbursement, SAS shall provide City with evidence of funds expended which shall include, but not be limited to: report summarizing the School Park (including photos) and copies of paid invoice(s) including name of payee, date paid, and service provided.

4.4 Eligible expenses shall only be allowed if incurred directly and specifically in the performance of and in compliance with this Agreement and all applicable city, state, and federal laws, regulations and/or ordinances.

4.5 City agrees to provide SAS or ISD written notice regarding any expenditure the City reasonably determines to be outside the permissible parameters of this Agreement. SAS or ISD shall have thirty (30) days from receipt of such notice to cure the deficiency or, in the event payment has been made to SAS or ISD, refund to the City those funds determined to

a) have not been spent by SAS or ISD strictly in accordance with the terms of this agreement; or
b) not be supported by adequate documentation to fully justify the expenditure.

4.6 Unless City has questions concerning expenditures by SAS or ISD, City agrees to provide payment to SAS or ISD within thirty (30) calendar days of receipt of a request for reimbursement as defined above.

4.7 Upon termination of this Agreement, should any expense or charges be subsequently disallowed or disapproved using the same criteria as set out herein as a result of any auditing or monitoring by City, SAS or ISD shall refund such amount to City within thirty (30) calendar days of City's written request therefore wherein the amount disallowed or disapproved shall be specified.

4.8 City shall not be obligated nor liable under this Agreement to any party, other than SAS or ISD, for payment of monies or provisions of any goods or services.

V. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

5.1 SAS and ISD warrants and represents that it will comply with all federal, state, and local laws and regulations applicable to Grantee, and to Grantee's use of City Funds, and will use all reasonable efforts to ensure said compliance by any and all contractors and subcontractors.

5.2 SAS and ISD agree to comply with all Small Business Economic Development Advocacy (SBEDA) goals assigned to this Agreement, if applicable.

VI. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 SAS and ISD further represent and warrant that as of the date hereof:

a) All information, data, or reports heretofore or hereafter provided to City in regard to this Agreement is, shall be, and shall remain complete and accurate in all material respects as of the date shown on the information, data, or report, and that since said date shown, shall have not undergone any significant change without written notice to City.

b) It is financially stable and capable of fulfilling its obligations under this Agreement and that SAS and ISD shall provide City immediate written notice of any adverse material change in the financial condition of SAS and ISD that may materially and adversely affect its obligations hereunder.

c) No litigation or proceedings are presently pending or to SAS or ISD's knowledge, threatened against SAS or ISD that impact performance under this Agreement.

d) None of the provisions contained herein contravene or in any way conflict with the authority under which SAS or ISD is doing business or with the provisions of any existing indenture or agreement of SAS or ISD.

VII. ACCESSIBILITY OF RECORDS

7.1 At any time during normal business hours and as so often as City may deem necessary, upon three (3) days written notice, SAS and ISD shall make all relevant records pertaining to this Agreement available to City or any of its authorized representatives and shall permit City or any of its authorized representatives to audit, examine, and make excerpts and/or copes of same.

7.2 SAS and ISD agree and represent that it will reasonably cooperate with City, at no charge to the City, to satisfy, to the extent required by law, any and all requests for information received by City under the Texas Public Information Act or related laws pertaining to this Agreement.

VIII. MONITORING AND EVALUATION

8.1 SAS and ISD agree that City may carry out reasonable monitoring and evaluation activities, and SAS and ISD shall provide reasonable access to City for such activities so as to ensure compliance by SAS and ISD with this Agreement and with all other laws, regulations, and ordinances related to the performance hereof.

IX. INSURANCE

9.1 SAS and ISD shall be responsible for insuring their own Property, Equipment, Autos and Legal Liability. In no event shall the CITY be required to maintain any insurance coverage for the GRANTEE or be held liable for the actions or injuries whether it be property or bodily as result caused by the contracted. In no way is the CITY liable for any monies given or to be held responsible for anything the monies are used for.

X. INDEMNIFICATION

10.1 SAS covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to SAS's activities under this Agreement, including any acts or omissions of SAS, any agent, officer, director, representative, employee, SAS or subcontractor of SAS, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers, or employees, in instances where such

negligence causes personal injury, death, or property damage. IN THE EVENT SAS AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

10.2 The provisions of this INDEMNITY are solely for the benefit of SAS and City hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SAS shall advise the City in writing within 24 hours of any claim or demand against the City or SAS known to SAS related to or arising out of SAS's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SAS's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving SAS of any of its obligations under this paragraph.

10.3 City and ISD acknowledge they are political subdivisions of the State of Texas and are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas 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.

XI. NON-DISCRIMINATION

11.1 As party to this contract, SAS & ISD understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, or disability, unless exempt by state or federal law, or as otherwise established herein.

XII. POLITICAL ACTIVITY

12.1 None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, of any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat, or final content of local, state, or federal legislation.

XIII. CONTRACTING

13.1 Compliance by contractor with this Agreement shall be the responsibility of SAS and ISD. SAS and ISD is responsible to ensure that all permits required for the activities under this Agreement are obtained.

13.2 City shall in no event be obligated to any third party, including any sub-contractor of SAS or ISD, for performance of or payment for work or services.

XIV. CHANGES AND AMENDMENTS

14.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by City, SAS and ISD.

14.2 It is understood and agreed by Parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation, or law.

XV. ASSIGNMENTS

15.1 SAS and ISD shall not transfer, pledge, or otherwise assign this Agreement, an interest in and to same, or any claim arising thereunder, without first procuring the written approve of City. Any attempt to transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XVI. SEVERABILITY OF PROVISIONS

16.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code or ordinances of the City of

San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be constructed as if such invalid, illegal or unenforceable clause or provisions was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVII. DEFAULT

17.1 Upon default by SAS or ISD in the performance of its obligations hereunder, City shall give SAS or ISD notice of the same, and SAS or ISD shall have 30 days following receipt of written notice of default from City (or such reasonably longer time as may be necessary provided SAS or ISD commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If SAS or ISD fails to timely cure such default, City may pursue all remedies available in law or at equity and/or other rights City may have in this Agreement; provided it is expressly agreed that neither Party hereto shall have the right to seek consequential or punitive damages against the other for any default under this Agreement.

17.2 Upon default by City in the performance of its obligations hereunder, SAS or ISD shall give City notice of the same and City shall have 30 days following receipt of written notice of default from SAS or ISD (or such reasonably longer time as may be necessary provided City commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If City fails to timely cure such default, SAS or ISD may pursue all remedies available in law or equity and/or other rights SAS or ISD may have in this Agreement.

XVIII. NON-WAIVER OF PERFORMANCE

18.1 No waiver by either Party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall be constructed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any option herein contained, shall in no event be constructed as a waiver or relinquishment for the future or such covenant or option. In fact, no waiver, change, modification, or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

18.2 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

18.3 No representative or agent of City may waiver the effect of the provisions or this Article without formal action from City Council.

XIX. ENTIRE AGREEMENT

19.1 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this date hereof and duly executed by the Parties.

XX. NOTICES

20.1 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and shall be (1) mailed, registered, or certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service to the addresses set forth below:

City:	SAS:	ISD:
City of San Antonio	San Antonio Sports	San Antonio ISD
Parks and Recreation Department	P.O. Box 830386	514 W. Quincy St.
P.O. Box 839966	San Antonio, TX 78283	San Antonio, TX 78212
San Antonio, TX 78283	Attn: President & CEO	Attn: Superintendent
Attn: Director		

XXI. PARTIES BOUND

21.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns, except as otherwise expressly provided herein.

XXII. RELATIONSHIP OF PARTIES

22.1 Nothing contained herein shall be deemed or constructed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties thereto.

XXIII. TEXAS LAW TO APPLY

23.1 This Agreement 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.

XXIV. GENDER

24.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXV. CAPTIONS

25.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXVI. LEGAL AUTHORITY

26.1 SAS and ISD represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required and that the undersigned has full legal authority to execute this Agreement on behalf of SAS and ISD to bind SAS and ISD to all terms, performances and provisions herein contained.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the _____ day of _____, 20__.

CITY OF SAN ANTONIO

By: _____
David W. McCary, CPM
Assistant City Manager

Date: _____

Approved as to Form**:**

_____
City Attorney

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Jamie Aqiuno, Superintendent

Date: _____

SAN ANTONIO SPORTS

By: _____
Russ Bookbinder, President & CEO

Date: _____

EXHIBIT A: School Park Location and Budget

EXHIBIT A: School Park Location and Budget

I. School Park Location & Hours

School Park Site:
Eloise Japhet Academy
314 Astor St.
San Antonio, TX 78210

School Park Hours:
School Days: after school hours – Sunset
Non-School Days: Sunrise – Sunset

II. School Park Amenities

The following amenities are available for community use after school hours and on non-school days:

- Walking track or walking path (materials to be determined by the district and agreed by Parties)
- Multi-use field
- Exercise Equipment

III. Budget

The total budget includes funding from various funders.

Funder	Amount
City of San Antonio – Parks & Recreation Department	$50,000.00
San Antonio Sports	$5,000.00
San Antonio ISD	$0.00
John L. Santikos Foundation (School Park Gate)	$20,000.00
Total	**$75,000.00**

IV. Construction Timeline

Construction for School Park amenities shall be installed and completed no later than September 30, 2022.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Award for Installation of Remaining Permanent Door Hardware Cores for 2016 Bond Program**

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

REQUESTED BY: Nicole Franco, Chief of Staff

PRESENTER: Kedrick Wright, Deputy Chief Operations Officer

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the recommendation to award installation of remaining permanent door hardware cores for 2016 Bond Program to Village Locksmith LLC.

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. Request for quote through participating Interlocal Agreement was the procurement method for this project. Village Locksmith LLC, an approved SAISD vendor under RFP#31-21, is a licensed, bonded and insured locksmith that has been selected to provide quotes to complete the remaining permanent door hardware core installation related to the 2016 Bond projects.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the recommended proposals for installation of remaining permanent door hardware cores for 2016 Bond Program to Village Locksmith LLC as noted below.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through 2016 Bond Funds and 2020 Bond Funds

Campus (installation only)	TOTAL
JT Brackenridge	$ 1,450.00
Jefferson	$ 3,770.00
Tafolla	$ 1,095.00
Lanier	$ 8,505.00
Davis	$ 1,415.00
Edison HS	$ 1,250.00

Sam Houston HS	$ 1,355.00
Fox Tech	$ 2,405.00
Central Office	$ 2,510.00
Burbank HS	$ 24,700.00
Lanier (Additional Rekey Cores)	$ 6,280.00
Fox Tec (Additional Rekey Cores)	$ 1,930.00
TOTAL	**$ 56,665.00**

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

[ ] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.

[X] SAISD will engage families and the community to be active partners in the education of our children.

[ ] SAISD will recognize the outstanding achievements of our students, staff and community members.

[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.

[X] SAISD will ensure fiscal health.

[X] SAISD will facilitate a successful Bond initiative and its implementation.

[X] SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Award for Chiller Replacement for CAST Med High School Gymnasium**

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

REQUESTED BY: Nicole Franco, Chief of Staff

PRESENTER: Kedrick Wright, Deputy Chief Operations Officer

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the award for chiller replacement for CAST Med High School Gymnasium to Johnson Controls, Inc.

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. Request for competitive quotes through participating cooperative agreements is the procurement method for this project. SAISD received four responses from qualified firms.

Johnson Controls, Inc. has provided the lowest qualified quote for the installation of the replacement chiller within the available budget.

Proposal from Johnson Controls, Inc. indicate that firm is a member of Sourcewell Contract #070121-JHN.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the recommended proposal for chiller replacement for CAST Med High School Gymnasium to Johnson Controls, Inc.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through 2020 Bond Funds.

Johnson Controls, Inc.		
Base Bid	$	132,345.00
Owners Contingency	$	10,000.00

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

[ ] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.

[X] SAISD will engage families and the community to be active partners in the education of our children.

[ ] SAISD will recognize the outstanding achievements of our students, staff, and community members.

[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.

[X] SAISD will ensure fiscal health.

[X] SAISD will facilitate a successful Bond initiative and its implementation.

[X] SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

June 2, 2022

Johnson Controls SAISD Chiller Proposal
Sourcewell Contract #030817-JHN

Victor Valdez, AIA.
Director of Construction Support and Development Services
Operations Service Division San Antonio ISD
1270 W. Summit Ave Suite 2001
San Antonio, TX 78201

Re: SAISD Chiller Replacement Project @
CAST Medical School
San Antonio, Texas

Mr. Valdez,

Johnson Controls very much appreciates you reaching out with an invitation for the Proposed Chiller replacement for the referenced campus. Our plan is to replace the existing Chiller with a York Stock Scroll Chiller. Note the current chiller in place is rated at 99.26 tons at AHRI. The Stock Chiller is rated at 96.46 tons. Current stock next available is September 27, 2022. JCI cannot secure Stock Chiller without Notice of Award. (expected stock shipment of 3 Chillers)

OVERVIEW

JCI has reviewed the issued Statement of Work and existing Chiller Performance records and compared it to assure that they will meet the required Tonnage (is 2.8 tons less), Flows and Electrical Capacities.

Installation can be complete within a 3 days from receipt of chiller with 3 more days for trim-out.

PRE-CONSTRUCTION

Our Project Team has the capabilities to coordinate, and perform the removals and replacements in a matter of days. Our Team consists of Pipefitters, Mechanics, Electricians, and Technical Controls Experts.

CHILLER INSTALLATION, PIPING & TESTING

- Prior to removal, JCI will contact SAISD Personnel so that SAISD can retain critical sensors and electronics for use at their discretion.
- Provide rigging/crane service for installation of new equipment on existing Concrete Pads
- Provide Piping additions/modifications as needed.
- Provide disconnect of existing electrical and new wiring and conduit as needed to connect to existing Disconnect.
- Insulate all new and disturbed CHW piping, valves, and fittings.
- Reconnect existing Controls as applicable.
- All labor and materials for complete installation.
- **Chw Water Flow Balance**: Upon Startup, JCI will test, adjust and balance water flows leaving the Chiller.

I YORK - AIR COOLED SCROLL CHILLER Bill of Material

Items Included

- **Provide Model YLAA0100SE46XFB Qty: 1**
- **Tonnage at AHRI is 96.46 versus current on site of 99.26 tons**
- **Efficiency at AHRI is 9.711 EER/17.09 IPLV versus current of 10.15/17.81 on site.**
- Refrigerant Type: R410A
- Power: 460-3-60.0 Application
- Power Connection: SP NF Disconnect Switch w/Lockable Handle
- TEAO Fan Motors
- **Low Sound Fans with VSD Control**
- 3/4 Inch Thick Insulation of Evaporator
- All Aluminum Microchannel Coils
- Service Isolation Valves
- Both Low/High Ambient Kit w/ Sunshield
- Wire / Louvered Enclosure Panels
- Hot Gas Bypass (1 circuit)
- Warranty: 5 Years from date of Start Up + 5 Year Standard SAISD Service Contract

- Flow Switch + Extension Kit
- **Excludes Compressor Blankets (not available with Stock Chiller Option. Note less than 1 db differential with or without**.

PRICING and Selection

All pricing is FOB Factory, with full freight allowed to jobsite, not including any taxes, fees or storage.
Prices quoted is valid for 30 days.

Sourcewell Contract #030817-JHN

SAISD –CAST Medical School Stock Chiller Replacement
PRICE FOR EQUIPMENT AND INSTALLATION SERVICES.....$ 131,795.
Added Cost for Payment and Performance Bond is $550.

This Chiller Meets Path B CPS/IEEC Criteria

Thank you for the opportunity to be of service

Michael A Cervera
Account Executive
Johnson Controls, Inc.
(210) 394-2997

Design Conditions Datasheet

Unit Tag	Qty	Model No	Net Cooling Capacity (ton.R)	Nominal Voltage	Refrigerant Type
CH-1	1	YLAA0100SE46XFBSDTX	96.49	460-3-60.0	R410A

PIN:								
YLAA0100SE	46XFBSDTXB	SXBLXCXX44	SE1XXXHXXX	YAXGXXX3XX	XVGNXXXXXX			
....5...10	....5...20	....5...30	....5...40	....5...50	....5...60	....5...70	....5...80	....5...90

Evaporator Data		Evaporator Data (Cont.)		Performance Data	
EWT (°F)	54.00	Fluid Volume (USGAL)	8.771	EER (Btu/W·h)	9.711
LWT (°F)	44.00	Min. Flow Rate (USGPM)	99.86	IPLV.IP (Btu/W·h)	17.06
Design Flow Rate (USGPM)	230.3	Max. Flow Rate (USGPM)	400.1		
Evap. Press. Drop (ft H2O)	9.14				
Fluid	Water	**Condenser Data**		**Physical Data**	
Strainer Press. Drop (ft H2O)	5.09	Ambient Temp. Design (°F)	95.0	Rigging Wt. (lb)	5172
Ext. Kit Press. Drop (ft H2O)	2.85	Altitude (ft)	0.000	Operating Wt. (lb)	5247
Total Press. Drop (ft H2O)	17.1	Compressor Type	Scroll - Hermetic	Refrigerant Charge (lb)	93.9
Fouling Factor (h.ft².F/Btu)	0.000100				

Electrical Data				
Circuit	1	2	3	4
Compressor RLA	27 / 27 / 27	53 / 53		
Fan QTY/FLA (each)	2 / 4	3 / 4		
High LRA Current	180 / 180 / 180	316 / 316		

Single Point				
Min. Circuit Ampacity	225			
Recommended Fuse/CB Rating	250			
Max. Inverse Time CB Rating	250			
Max. Dual Element Fuse Size (A)	250		**Operating Condition Electrical Data**	
Unit Short Circuit Withstand (STD)	5 [kA]		Compressor kW	110.8
Wires Per Phase	2 + 1		Total Fan kW	8.400
Wire Range (Lug Size)	#3/0 AWG - 250 kcmil + 250 - 500 kcmil		Total kW	119.2
Starter Type	Across The Line			

Notes:
Country of Origin: Monterrey, Mexico

This unit does not have a coil coating selected.

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org. Auxiliary components included in total KW - Oil heaters, Chiller controls. Auxiliary power is already included in the compressor and fan power



ASHRAE Standard 90.1-2010 and ASHRAE Standard 90.1-2013 & 2016 Compliant.

Compliant with the requirements of the LEED Energy and Atmosphere Enhanced Refrigerant Management Credit (EAc4).

Part Load Rating Data				
Load %	Ambient (°F)	Capacity (ton.R)	Total kW	Unit Efficiency (Btu/W·h)
100	95.0	96.49	119.2	9.711
95	80.0	92.14	86.12	12.84
64	80.0	62.07	52.25	14.25
53	65.0	50.75	32.37	18.81
16	65.0	15.40	9.543	19.36
55	55.0	53.28	29.45	21.71
17	55.0	16.07	8.520	22.64

Sound Power Levels (In Accordance with AHRI 370)										
Load %	Ambient (°F)	63 Hz (dB)	125 Hz (dB)	250 Hz (dB)	500 Hz (dB)	1 kHz (dB)	2 kHz (dB)	4 kHz (dB)	8 kHz (dB)	LWA
100	95.0	97	96	92	93	89	87	83	80	95
95	80.0	91	90	86	88	86	84	79	77	91
64	80.0	88	87	83	85	83	82	77	74	88
53	65.0	77	65	72	80	80	80	74	72	85
16	65.0	67	64	64	73	71	76	67	58	79
55	55.0	77	65	72	80	80	80	74	72	85
17	55.0	67	64	64	73	71	76	67	58	79

Note: Unit is equipped with Low Sound Fans with VSD Control.
Measurement of sound pressure used to obtain the sound power data presented is based on AHRI-370.
Air-cooled chillers are rated in terms of sound power not sound pressure. Johnson Controls provides estimates of sound pressure, but this is not the rating metric.
For an air-cooled chiller, sound pressure calculated from sound power varies depending on how the chiller is assumed to behave, i.e. the radiation model. In other words, determining sound pressure from sound power requires making assumptions that result in different answers at a given distance from the chiller. The environment also influences sound pressure in the field installation. Sound pressure estimation radiation models pertaining to air-cooled chillers include the 'traditional' hemispherical model, parallelepiped model and equivalent hemispherical model.
Regarding sound power, Johnson Controls references tolerance limits based on ASHRAE guidelines. These are +/- 6dB in the 63Hz octave band, +/- 4dB in all other octave bands and +/- 3dB for the overall dBA.
Tolerance limits are based on uncertainties associated with:
1. Measurement Test Procedure
2. Repeatability
3. Production / Manufacturing Variability
Standard deviation associated with air-cooled chiller sound data is a measure of spread i.e. it indicates the range of probability of sound levels. Note that for operating conditions other than AHRI's Standard Rating Condition, higher levels of uncertainty can be expected.
Lead times for factory performance testing depend on test laboratory availability. Please confirm with Johnson Controls Customer Service.

Performance at AHRI Conditions					
Evaporator Data		Condenser Data		Performance Data	
EWT (°F)	54.00	Ambient Temp. (°F)	95.0	EER (Btu/W·h)	9.711
LWT (°F)	44.00	Altitude (ft)	0.000	IPLV.IP (Btu/W·h)	17.06
Flow Rate (USGPM)	230.3			Net Cooling Capacity (ton.R)	96.49
Pressure Drop (ft H2O)	9.14				
Fluid	Water				
Fouling Factor (h.ft².F/Btu)	0.000100				
Fluid Volume (USGAL)	8.771				

Note: Unit rated at design condition capacity.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Shared Services Agreement (SSA) – Innovative Services to Students with Autism Grant Award Program**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Shared Services Agreement (SSA) – Innovative Services to Students with Autism Grant Award Program. According to the SSA, SAISD serves as the fiscal agent for the Program and represents the other program partners which are: Fort Sam Houston ISD, Lackland ISD, and Randolph Field ISD.

The Program will serve students with autism spectrum disorder (ASD) aged 14-21 who encounter difficulties with meaningful participation in larger society following high school. Schools will demonstrate, through research-based best practices for students with autism, significant opportunities for inclusion and appropriate interaction with non-disabled peers. The Program expects to serve up to 240 students and their families, 40 Special Education teachers, and eight campuses from SAISD.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the Shared Services Agreement – Innovative Services to Students with Autism Grant Award Program, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

SAISD has received a Notice of Grant Award (NOGA) from TEA in the amount of $585,566 to cover the cost of the 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.
[X] SAISD will engage families and the community to be active partners in the education of our children.
[ ] SAISD will recognize the outstanding achievements of our students, staff, and community members.
[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.
[ ] SAISD will ensure fiscal health.

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

ARTICLES OF AGREEMENT/ SHARED SERVICES AGREEMENT

Article I: Purpose
Innovative Services to Students with Autism Grant Award Program (herein referred to as *"Program"*) represents a vision of a collaborative comprehensive infrastructure for education to provide students, schools, and communities the benefit of enhanced comprehensive educational services. The program will serve students with autism spectrum disorder (ASD) aged 14-21 that encounter difficulties with meaningful participation in larger society following high school. Schools will demonstrate, through research-based best practices for students with autism, including significant opportunities for inclusion and appropriate interaction with non-disabled peers

The purpose of this agreement is to formalize and clarify the relationship among the partnering institutions (herein referred to as "*Partners*") participating in the *Program*. For the members, these Articles of Agreement constitute a Shared Services Agreement.

Article II: Commitment
The *Program* exists for the purposes of deploying, managing, supporting, sustaining, and ensuring effective use of the consortium comprehensive infrastructure for students. Partners of this *Program* are committed to taking collaborative and individual responsibility in supporting purposes outlined in Article I and actively participating in each. By executing this agreement, each *Partner* agrees to conduct activities and to use resources of the consortium according to the purposes, guidelines, and rules, which govern use of these resources. Each partner further agrees to refrain from any conduct that would jeopardize the integrity of other consortium partners or of the consortium administration.

Article III: Liabilities
Since the Shared Services arrangement does not create a legal entity, any responsibility for legal fees incurred due to complaints, due process hearings, grievances or litigation will be the responsibility of the corresponding partner(s) to whom these legal proceedings are directed. Complaints, due process hearings, grievances, litigation, or any other legal action initiated against the fiscal agent for matters affecting only the fiscal agent shall be the sole responsibility of the fiscal agent. Complaints, due process hearings, grievances, litigation, or any other legal action initiated against a *Program* partner shall be the sole responsibility of that partner.

Article IV: Administrator and Fiscal Agent
The San Antonio Independent School District (SAISD) shall administer *Program* and will arrange for logistical support for consortium activities.

The fiscal agent for *Program* shall be SAISD. The contracting officer for the consortium shall be the Superintendent of SAISD. The fiscal agent is responsible for preparing the budget both for the fiscal agent and its partners. The fiscal agent is responsible for all accounting records of the Shared Services Arrangement.

This agreement authorizes the consortium Fiscal Agent to represent the member institutions signing this agreement in acquiring products related to the *Program* consortium effort. Additionally, the Fiscal Agent will distribute the funds to the member institutions signing this agreement to acquire services related to the *Program* consortium effort further defined in Article V: Payment. Each member will be responsible for acquiring products and services through the processes outlined in the regulations for the individual institution and will receive funding from Fiscal Agent in the amount specified in the grant.

In each case involving acquisition of assets on behalf of the consortium, the administrator or acting administrator, if any, is responsible for clearly communicating to membership and contractors or agents of the consortium rules governing use of those assets.

Article V: Payment

Partner*s* agree that funding will be received on a cost reimbursement basis for allowable costs incurred as a direct result of services provided by the partner in accordance with the *Program*. Allowable costs are defined as those costs, which are necessary, reasonable, and allowable for the proper administration and performance of the services to be provided under this *Program*. In no event shall SAISD be liable for any cost of the partnering agency not eligible for reimbursement as defined within the *Program*.

Partner shall submit to SAISD no later than the twentieth (20th) of every month a monthly Request for Payment in the form prescribed by SAISD, which details the specific costs expensed in the previous month for services delivered, including supporting documentation of such costs as may be required by SAISD.

Partner shall submit invoices to SAISD via email to the following email address: roalvarado@saisd.net.

SAISD shall make payment to partner as soon as reasonably practicable, but no later than 30 calendar days of receiving a valid and approved Request for Payment.

Article VI: Advisory Committee

The mechanism for member participation in administration of the *Program* consortium will be the Advisory Committee made up of one individual from each of the *Program* partners who shall be an employee of that member institution designated by the chief executive officer (CEO) of that institution. A member serves until the CEO of that institution designates a replacement or until that member leaves the employment of the partnering institution. This Advisory Committee will actively advise the administrator and fiscal agent on major administrative and fiscal decisions affecting the *Program* consortium or its activities. The Program Advisory Committee will be deemed to have a quorum in attendance if at least one-fourth of the formally designated members is in attendance.

Article VII: Roles and Responsibilities

Each partner of the *Program* will be responsible for providing specific roles and responsibilities to assure success of the proposed initiative. Below are the delineated roles and responsibilities of the *Program* partners:

SAISD

1) Act as fiscal agent for the *Program*;
2) Produce all required accounting/project reports and submit copies to the Program Advisory Committee;
3) Provide at least one member on the Program Advisory Committee;
4) Provide a Program Coordinator to manage the *Program*;
5) Procure and work with the partnering institutions to produce required programmatic and financial reports;
6) Adhere to all applicable legal and ethical guidelines, procedures and standards that govern the partnering organization. Confidentiality, in accordance with submitted applicable legal and ethical guidelines, procedures and standards must be maintained;
7) Assess the success of program activities and determine if stated goals and objectives were met; and
8) Enter into a Memorandum of Understanding (MOU) with The University of Texas at San Antonio (UTSA), Texas A&M at San Antonio (TAMSA) and Education Service Center, Region 20 for trainings, support, and use of facilities.

Fort Sam Houston ISD, Lackland ISD, and Randolph Field ISD

1) Provide at least one member on the Program Advisory Committee;
2) Provide consultation services to the *Program* partners;
3) Collaborate with SAISD to oversee the training activities and job performance;
4) Provide current data and statistics to the Program Advisory Committee;
5) Follow established protocol when providing services in the schools through the *Program*;
6) Adhere to all applicable legal and ethical guidelines, procedures and standards that govern the partnering organization. Confidentiality, in accordance with submitted applicable legal and ethical guidelines, procedures and standards must be maintained;
7) Provide information/data to the SAISD Program Coordinator for the purposes of assessing the success of program activities and to determine if stated goals and objectives were met.
8) Select educators to attend trainings provided by the *Program.*

Article VIII: Amendments

These articles may be amended by a majority vote of a quorum of the Program Advisory Committee during a formally convened meeting, but only after a good faith effort has been made to alert each member to the impending action and to provide each member a copy of the proposed change at least one week prior to the action. If any provision of this agreement is deemed to be invalid illegal, or unenforceable, other provisions shall remain intact.

Article IX: Dissolution

The consortium may be dissolved by a majority vote of a quorum of the Program Advisory Committee during a formally convened meeting, but only after a good faith effort has been made to alert each member to the impending action at least one week prior to the proposed action. Prior to dissolution, the Program Advisory Committee will provide the SAISD with recommendations for disposal of any and all assets, or it will appoint a willing task force, which will develop such recommendation within 30 days. The SAISD will have sole final authority, however, to dispose of any assets of the dissolved consortium by any legally permissible means.

Article X: Term of Agreement

This agreement for the *Program* is in effect from the date of execution by an authorized

representative of the member institution until such time as that institution notifies the consortium administrator in writing of its desire to withdraw, or such time that the Program Advisory Committee decides, by majority vote of a quorum, to withdraw a partner. Note that all assets that belong to the Consortium, and any member withdrawing from this agreement must surrender any such assets prior to the member leaving the Consortium.

Article XI: Provisions and Assurances
All *Program* partners in this Shared Services Arrangement agree not to engage in any activity that would cause the other to violate the Provisions and Assurances under the Department of Special Populations as specified by the U.S. Department of Education.

Article XII: Entire Agreement
This agreement supersedes any and all other agreements, either written or oral, relating to participation in the *Program* consortium.

SIGNATURE PAGES OF PARTNERS TO FOLLOW:

INNOVATIVE SERVICES TO STUDENTS WITH AUTISM GRANT AWARD PROGRAM
ARTICLES OF AGREEMENT/SHARED SERVICES AGREEMENT

IN WITNESS THEREOF, the undersigned parties have executed this Agreement as of the day and year provided AGREE TO:

Dr. Jaime Aquino — Date
Superintendent
San Antonio Independent School District

Dr. Gary Bates — Date
Superintendent
Fort Sam Houston Independent School District

Dr. Burnie Roper — Date
Superintendent
Lackland Independent School District

Dr. Brian Holt — Date
Superintendent
Randolph Field Independent School District

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Disability Services
Board Meeting Date:	June 20, 2022
Agenda Title:	Approval of Shared Services Agreement (SSA) – Innovative Services to Students with Autism Grant Award Program
Presenter:	Dr. Kristen Williams, Executive Director, Disability and Support Services
Cost:	$585,566.00 TEA Grant Award *($422,966 SAISD's award amount; $162,600 Other Program Partners' award amount)*
Board Goal:	Increase the percentage College, Career, & Military Ready (CCMR)
This MOU addresses the following:	☒Academics ☒Attendance ☒Behavior ☒Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
240	43	8	$0	$0	$0

HISTORICAL DATA

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

Questions to consider: If a renewal, include data that supports this renewal Is this an expansion of the program? If so, why?	Is this a renewal? ☐Yes ☒ No Innovative Services to Students with Autism Grant Award Program represents a vision of a collaborative, comprehensive infrastructure for education to provide students, schools, and communities the benefit of enhanced comprehensive educational services. The purpose of this agreement is to formalize and clarify the relationship among the partnering institutions participating in the Program. Program costs include training for educators, curriculum, contracted services with local universities, and other resources.

Texas Education Agency

Application ID: 003086028297

eGrants
TEXAS EDUCATION AGENCY

Organization: SAN ANTONIO ISD
Campus/Site: N/A
Vendor ID: 1746002167

County District: 015907
ESC Region: 20
School Year: 2021-2022

SAS #: AUTISM22

Notice of Grant Award

Application Submit Date: 4/25/2022

Amendment Number: 00

NOGA ID	Name of Grant Program	FAR Fund Code	FAR Rev Code	CFDA #	Federal Aid Agency	TEA USE Only	Begin Date	End Date	Increase (Decrease)	Amount
22038903015907	INNOVATIVE SERVICES STUDENTS W/AUTISM	459	5849			03892203	5/23/2022	8/31/2023	$0.00	$585,566.00

Application and any amendment thereto identified above, Received Date/Document Control Number/Application ID 003086028297 , as revised or negotiated by the Texas Education Agency (TEA) hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines which accompany the applications, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the subgrantee named above. If funding is not received, TEA assumes no liability for costs incurred by the grant recipient.

Offer Accepted by Grantee	Approval ID of the Commissioner of Education or Designee Texas Education Agency	Date
The digital signature of the applicant's authorized officer contained on the applicant's application referred to above, is hereby incorporated by reference and made a part of this grant/award contract		5/24/2022

Texas Education Agency
Supplement to Notice of Grant Award (NOGA)

1	**Subrecipient Name** San Antonio ISD 141 LAVACA ST SAN ANTONIO, TX 78210	2	**Subrecipient Unique Entity Identifier** CDN: 015907

3	**Subrecipient Information**	
	Grant name:	INNOVATIVE SERVICES STUDENTS W/AUTISM
	Subaward period of performance start and end date:	See NOGA certificate
	Amount of federal funds obligated by this action:	Not applicable
	Total amount of federal funds awarded:	Not applicable
	Indirect cost rate:	4.743%
	De minimis indirect cost rate:	Not applicable
	Research and development grant:	Not applicable

4 Subrecipient Terms and Conditions

(1) New EDGAR including 2 C.F.R. Part 200 does not apply
(2) Grant program requirements
  (a) Incorporated by reference in General and Fiscal Guidelines
  (b) Incorporated by reference in Program Guidelines
  (c) Incorporated by reference in General Provisions and Assurances
  (d) Incorporated by reference in Program-Specific Provisions and Assurances (if applicable)
(3) Additional requirements
  Incorporated by reference in the To The Administrator Addressed correspondence sent to grantee as applicable
(4) Access to subrecipient records
  The subrecipient must permit TEA as the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for TEA to meet the requirements of this section.
(5) Closeout of subaward
  (a) Incorporated by reference in General and Fiscal Guidelines
  (b) Incorporated by reference in NOGA transmittal letter

5	**Name of Pass-Through Entity** Texas Education Agency	6	**Contact Information for TEA Awarding Official** See NOGA certificate

7	**Federal Award Information**	
	Federal awarding agency:	Not applicable
	Federal award identification number:	Not applicable
	CFDA number:	Not applicable
	CFDA name:	Not applicable
	Federal award date:	Not applicable
	Total amount of federal award:	Not applicable

8 Federal Award Project Description
Not applicable

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Agreements for Community-Based Work Based Learning Program Between SAISD and Various Businesses**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the agreements for the Community-Based Work Based Learning Program between SAISD and various businesses in support of the Adult Years Vocational Program and work-based learning programs at the comprehensive high schools. The participating businesses include:

- Ft. Sam Houston Commissary
- Walgreens two locations on San Pedro and one on Rigsby
- La Quinta downtown, La Quinta on Blum
- Cici's Pizza on San Pedro and on SW Military Drive
- Peter Piper Pizza on Fredericksburg
- Roy Maas Thrift Store
- HEB Agreement for Community Based Work Training Vocational Program

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

Resolved that the Board approve the proposed Agreements 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.

[X] SAISD will engage families and the community to be active partners in the education of our children.

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

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

CICI'S PIZZA, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **3-6** 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, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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 **CICI'S PIZZA** are students at Burbank High School. 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 begin in the academic school year 2022-23. 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. J. Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name)*: Patrick Ochoa Assistant manager ~~Elaine Villalobos – General Manager~~

Signature: Patrick Ochoa

Date: 5/9/22

Telephone: (210) 932-9189

Signature of SAISD Staff Contact: KWilliams

(printed name): Dr. Kristen Williams

Department: Executive Director, Department of Disability Services

Phone number: (210) 354-9565

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

CICI'S PIZZA, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **3-6** 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, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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 **CICI'S PIZZA** are students at Edison High School. 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 begin in the academic school year 2022-23. 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. Jaime Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name)*: Enrique Perez – Store Manager

Signature: _____

Date: 4-22-22

Telephone: ~~(210) 821-1135~~ (210) 858-3075

Signature of SAISD Staff Contact: _____

Dr. Kristen Williams
(printed name): Executive Director

Department: Department of Disability Services

Phone number: (210) 354-9656

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

FT. SAM HOUSTON COMMISSARY, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **8-10** 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, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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 **FT. SAM HOUSTON COMMISSARY** are students at Sam Houston High School. 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 begin in the academic school year 2022-23. 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. Dr. Jaime Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name):* Aretha Queen – Commissary Officer

Signature: Aretha Q

Date: 5/2/2022

Telephone: (210) 221-4300

Signature of SAISD Staff Contact: K Williams

(printed name): Dr. Kristen Williams
Executive Director

Department: Department of Disability Services

Phone number: (210) 354-9565

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

AGREEMENT FOR COMMUNITY-BASED ADULT YEAR VOCATIONAL TRAINING PROGRAM

La Quinta, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **3-6** San Antonio ISD high school students with disabilities, who are in the district's Adult Years Vocational Program (AYVP). 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 the AYVP prior to changes in any placement or schedule, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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 **La Quinta** are members of the Adult Years Vocational Program (AYVP). Students are aged 18-22 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 AYVP program.

This work experience will begin in the academic school year 2022-23. 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. Jaime Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name)*: Jason Roberts - General Manager

Signature: Jason Roberts

Date: 5/3/2022

Telephone: 210-222-9181

Signature of SAISD Staff Contact: Kristen Williams

(printed name): Dr. Kristen Williams

Department: Executive Director, Department of Disability Services

Phone number: (210) 354-9656

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

AGREEMENT FOR COMMUNITY-BASED ADULT YEAR VOCATIONAL TRAINING PROGRAM

La Quinta, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **3-6** San Antonio ISD high school students with disabilities, who are in the district's Adult Years Vocational Program (AYVP). 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 the AYVP prior to changes in any placement or schedule, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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 **La Quinta** are members of the Adult Years Vocational Program (AYVP). Students are aged 18-22 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 AYVP program.

This work experience will begin in the academic school year 2022-23. 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. Jaime Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name)*: Ruben Chavarria - General Manager

Signature: _____

Date: 5/3/22

Telephone: 210-212-5400

Signature of SAISD Staff Contact: _____

(printed name): Dr. Kristen Williams

Department: Executive Director, Department of Disability Services

Phone number: (210) 354-9656

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

AGREEMENT FOR
COMMUNITY-BASED ADULT YEAR VOCATIONAL TRAINING PROGRAM

Peter Piper Pizza, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **3-6** San Antonio ISD high school students with disabilities, who are in the district's Adult Years Vocational Program (AYVP). 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 the AYVP prior to changes in any placement or schedule, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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 **Peter Piper Pizza** are members of the Adult Years Vocational Program (AYVP). Students are aged 18-22 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 AYVP program.

This work experience will begin in the academic school year 2022-23. 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. Jaime Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name)*: Rodney Clark - General Manager

Signature: _____

Date: 5/2/2022

Telephone: 210-732-1166

Signature of SAISD Staff Contact: _____

Dr. Kristen Williams
(printed name): Executive Director

Department: Department of Disability Services

Phone number: (210) 354-9656

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

Roy Maas Thrift Store, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **1-4** 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, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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 **Roy Maas Thrift Store** are students at Jefferson High School. 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 begin in the academic school year 2022-2023. The students will train at the business 3-4 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. Jaime Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name)*: Bonnie Clayton – Store Manager

Signature: Bonnie Clayton

Date: 5/26/22

Telephone: (210) 738-2414
210.340.8077 x 1307

Signature of SAISD Staff Contact: K Williams

Dr. Kristen Williams
(printed name): Executive Director

Department: Department of Disability Services

Phone number: (210) 354-9565

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

AGREEMENT FOR
COMMUNITY-BASED WORK BASED LEARNING PROGRAM

WALGREEN'S, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **3-6** 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, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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 **WALGREEN'S** are students at Edison High School. 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 begin in the academic school year 2022-23. 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. Jaime Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name)*: Steven Garcia – Store Manager

Signature: _____

Date: 4/21/22

Telephone: (210) 349-9809

Signature of SAISD Staff Contact: _____

(printed name): Dr. Kristen Williams
Executive Director

Department: Department of Disability Services

Phone number: (210) 354-9656

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

Walgreen's, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **3-6** 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, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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 **Walgreen's** are students at Jefferson High School. 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 begin in the academic school year 2022-2023. The students will train at the business 3-4 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. Jaime Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name)*: Arely Torres – Store Manager

Signature: AG Cuns

Date: May 9, 2022

Telephone: ____ (210) 738-2414_____

Signature of SAISD Staff Contact: KWilliams

(printed name): Dr. Kristen Williams
Executive Director

Department: Department of Disability Services

Phone number: (210) 354-9565

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

Walgreen's, hereafter referred to as "business," agrees to provide an extended classroom for orientation training and work experience to approximately **3-8** 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, (6) provide a variety of options for students and (7) if required, provide physical examinations for each student at the business's expense.

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.

catnip1

Students participating in this training program at **Walgreen's** are students at Highlands High School. 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 begin in the academic school year 2022-23. 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. Jaime Aquino, Superintendent

Signature: _____

Date: _____

BUSINESS/BUSINESS REPRESENTATIVE

By *(printed name)*: Natacha Rousseau – Store Manager

Signature: _____

Date: 5/4/2022

Telephone: (210) 359-6949

Signature of SAISD Staff Contact: _____

(printed name): Dr. Kristen Williams

Department: Executive Director, Department of Disability Services

Phone number: (210) 354-9565

catnip1

Agreement For Community Based Work Training Vocational Program

The ISD ("San Antonio ISD.") and H-E-B, L.P., and any affiliated or related company or subsidiary (collectively referred to as "H-E-B") have entered into this Agreement. H-E-B and SCHOOL desire to abide by the following matters:

WHEREAS, H-E-B has had a long-standing tradition of assisting in the community;

WHEREAS, SCHOOL and H-E-B desire to promote educational and the training of students with disabilities for educational and vocational purposes; and

WHEREAS, SCHOOL desires to refer students with disabilities to H-E-B for training purposes.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assessment of Services/Termination. H-E-B shall be the sole judge of the acceptability of services or individuals, students, or interns ("Students") assigned for training by SCHOOL to H-E-B. Under no circumstances shall H-E-B be required to provide training to Student(s) if H-E-B deems SCHOOL's or Student's qualifications or services unsatisfactory. SCHOOL shall be responsible for implementing and administering policies and practices related to the recruitment, testing, selection, orientation, training, evaluation, replacement, disciplining, and termination of Student's training. At least two (2) weeks prior to the commencement of the training program, SCHOOL shall provide the store manager in writing the name(s) of the Student(s) it wishes to assign to H-E-B. SCHOOL shall also require any Student assigned to H-E-B to execute an agreement similar to Exhibit "A", Training Agreement prior to the Student's (s') beginning his/her training. H-E-B reserves the right to determine how many Students it will accept from SCHOOL at any one time. Training is expected to begin in Fall 2022 Monday through Friday on normal school days. However, notwithstanding anything to the contrary, this agreement may be terminated be either party at any time with or without cause and with or without notice.

2. Training. The training provided by the parties or received by Student will be as follows:

a. The training received by Student while at H-E-B is similar to the training provided in an educational or vocational school and is for the benefit of the Student.

b. The training is offered to the Students by SCHOOL as part of the Students' Individual Education Plan.

c. The presence of the Student in the work place of H-E-B will not create an employer-employee relationship between H-E-B and the Student, inasmuch as (1) these Students will be volunteers; (2) it is not the intent of the parties here to create such a relationship; (3) the Student is not being paid by H-E-B; (4) the work place of H-E-B is an extended classroom for the Student; (5) although the Student will perform duties similar to those performed by employees of H-E-B, the Student will not be used to displace any employee or impair existing contracts for service; (6) there is no expectation or commitment for employment upon completion of the training; (7) the Student's training shall be supervised by SCHOOL personnel, rather than H-E-B personnel; (8) 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; and. (9) there is no commitment on the part of H-E-B to employ the Student at the completion of the work training experience.

d. This work training experience will be used by SCHOOL disabled Students to develop job, social and behavioral skills that are necessary to secure and retain a job in a competitive job environment.

e. H-E-B will (1) provide a sufficient amount of work regularly to keep the Students busy for approximately one to three hours per day, (2) provide access to and the necessary work space for SCHOOL staff to analyze and train Students, (3) provide feedback on the performance of SCHOOL staff and Student, (4) notify SCHOOL (appropriate high school) prior to changes in any Student's placement or schedule, and (5) provide a variety of options for Student.

f. SCHOOL will (1) perform job analysis, (2) provide Student(s) for the positions, (3) provide comprehensive training at the work site (SCHOOL staff remains with Student), (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 H-E-B does not exceed the time the Student would be required to attend school if following a normal academic schedule, (8) ensure that the Student and the Student's parents/guardian fully understand that there is no entitlement to a job at the conclusion of the training period, (9) ensure that the Student and the Student's parents/guardian understand that the Student will not be paid any wages for the time spent at the training site, (10) inform the Student that he/she must abide by the rules and policies of H-E-B while participating in the training program, and (11) ensure that the Student returns to H-E-B any uniforms or anything else that was issued to the Student at the end of the training period.

g. H-E-B will not derive any immediate advantage from the activities of the Student and on occasion H-E-B's operations may actually be impeded.

h. Student will not necessarily be entitled to a job at the completion of the training period nor shall Student be entitled to any wages for the time spent in training.

3. Direction. To the extent H-E-B exercises a limited degree of direction over the Student(s), of a limited direction shall only be to the extent necessary to conduct the Student's training and without which H-E-B would be unable to conduct its business, discharge any fiduciary responsibility it may have, or comply with any statutory or regulatory requirement applicable to the Student(s) training, provided that such limited degree of direction that H-E-B exercises over the Student(s) shall not rise to a level that would cause the Student(s) to be an employee of H-E-B during students' participation in the vocational program. The limited degree of direction and control SCHOOL permits H-E-B to exercise shall neither interfere with nor displace SCHOOL's general right of direction and control over the Student(s) and shall not rise to a level that would cause the Student(s) to be an employee of H-E-B during students' participation in the vocation program. SCHOOL will be responsible for providing a job coach for the Student; the job coach will provide all necessary instruction, including safety instruction, to the Student. Nothing in this Agreement or the training program shall create a joint employer relationship between SCHOOL and H-E-B as it relates to the Students during students' participation in the vocational program.

4. Benefits. In no event shall such Student(s) be eligible for or entitled to any H-E-B benefits, including, but not limited to vacation, sick leave, paid holidays, group insurance and retirement plan coverage or participation, and the like. Should any Student(s) initially supplied through SCHOOL later be hired by H-E-B as an employee, no retroactive benefits will be granted. Benefits, if any, for Student(s) are at the discretion of SCHOOL.

5. Background Checks. SCHOOL acknowledges and agrees that H-E-B endeavors to provide a safe work environment free from violence, discrimination and harassment for its employees, customers, contractors and licensees on its premises. In accordance with applicable legal restrictions and requirements, SCHOOL represents, based upon reasonable efforts and belief, that it has not and will not assign to H-E-B or allow any student onto H-E-B premises or refer or recommend to H-E-B any individual who has been convicted of, pled guilty, no contest or nolo contendere to, or received deferred adjudication, probation or pretrial diversion: a) within the last seven (7) years of any felony; b) within the last seven (7) years of any crime involving a drug related offense; c) any crime involving theft within the last seven (7) years; or d) any crime involving violence or harm or threat of harm to any person or property, such as, but not limited to: murder, voluntary manslaughter, robbery, burglary, assault, arson, kidnapping, extortion, rape or sexual assault.

6. Confidential Information. All information provided to SCHOOL by H-E-B shall be regarded as confidential and shall not otherwise be disclosed by SCHOOL. Confidential Information shall mean all information obtained by or disclosed to SCHOOL, or its employees (for the purposes of this section, collectively referred to as "SCHOOL"), which relates to H-E-B's research, development, business information and/or business activities, including, but not limited to, customer and supplier lists, customer or patient information, pricing, policies, procedures,

products, methods of manufacture, processes, and/or other trade secrets, confidential information or trade secret information of third parties in possession of H-E-B and/or the results of service or work by SCHOOL for or on behalf of H-E-B. Confidential information shall not include information that is previously known to or is independently developed by SCHOOL with no resources of H-E-B, information that is publicly disclosed either prior to or subsequent to SCHOOL's receipt of such information through no fault of SCHOOL, or is required to be disclosed pursuant to judicial or administrative process or other requirements of law. Except with the prior written consent of H-E-B, SCHOOL shall hold all such Confidential Information in confidence for H-E-B, and agree not to disclose such information to anyone outside H-E-B or use such information for the benefit of anyone other than H-E-B, during or after the Term of this Agreement.

7. **INDEMNITY AGREEMENT. NOTWITHSTANDING ANY AGREEMENT OR PROVISION TO THE CONTRARY, AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, WITHOUT WAIVING GOVERNMENTAL IMMUNITY, SCHOOL AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL SELECTED BY H-E-B) AND HOLD HARMLESS H-E-B, ITS PARENT, AFFILIATES, AND SUBSIDIARY ENTITIES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS, AND ASSIGNEES FROM ANY LIABILITY, LOSS, COSTS (INCLUDING WITHOUT LIMITATION ATTORNEYS' AND EXPERT FEES), DAMAGES, TAXES, ASSESSMENTS, PENALTIES, OR INTEREST PAYMENTS THAT MAY AT ANY TIME BE INCURRED BY REASON OF ANY LOSS, DEMAND, CHARGE OF DISCRIMINATION, PROCEEDING, ACTION, OR SUIT BROUGHT AGAINST H-E-B OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS, AND ASSIGNEES ARISING OUT OR IN ANY MANNER RELATED TO STUDENT(S), THIS AGREEMENT, ACTS OR OMISSIONS OF SCHOOL OR STUDENT(S), THE TRAINING OR INTERNSHIP PROVIDED HEREIN, AND/OR BREACH BY SCHOOL OF ANY OF THE TERMS OF THIS AGREEMENT.**

8. Drug-Free Workplace Policy. SCHOOL agrees to advise the Students who are assigned to H-E-B premises that:

Except as necessary to perform the duties required under this agreement, H-E-B's policy prohibits the use, possession, sale, distribution, manufacture, transfer, receipt or purchase of non-medically prescribed controlled substances on H-E-B's property or in any H-E-B work environment.

The prohibition against non-medically prescribed controlled substances applies: anywhere a Student is performing services for H-E-B, including travel for any H-E-B related business purpose, whether in the Student(s) personal vehicle or in an H-E-B vehicle; and, at any time the Student is performing services for or on behalf of H-E-B.

SCHOOL warrants not to assign on H-E-B's premises, pursuant to this Agreement, any Student whom SCHOOL reasonably suspects violates this policy or who is reasonably perceived by SCHOOL to have violated this policy.

Student(s) will comply with H-E-B's drug and alcohol policy.

9. Payroll, Benefits, and Employment Taxes and Withholding. The program is training experience for the Student and not a work experience. As such, Student's are trainees and are not entitled to wages or compensation from H-E-B. However, should Student's be entitled to any compensation, SCHOOL agrees to perform all payroll and record keeping functions, if any, required by law in connection with Student(s) assigned to H-E-B. Specifically, SCHOOL confirms that it complies, if applicable, with the requirements of the Immigration Reform and Control Act of 1986 and has properly completed I-9 forms for all Student(s) referred to H-E-B for assignment. SCHOOL shall be solely responsible for payment of all compensation, if any, owed to Student(s) assigned to H-E-B based on services performed at H-E-B and perform the following: bi-weekly or monthly payroll, quarterly and annual payroll tax deductions and filings. SCHOOL represents and agrees that the rate it pays, if any, to its Student(s) shall not be less than the minimum imposed by applicable federal and state law, and that payment at the applicable overtime rate shall be paid in accordance with the provisions of federal and state law. SCHOOL shall notify its Student(s) of the time and location of payments, if any. SCHOOL shall be responsible for any employment benefits applicable to Student, if any.

10. Insurance. SCHOOL agrees to procure insurance acceptable to H-E-B, to include General liability coverage with minimum limits of at least One Million Dollars ($1,000,000) per occurrence for personal injury.

11. Governing Law and Enforcement. This Agreement shall be construed and governed by the laws of the State of Texas and is made and performable in Bexar County, Texas. Venue of any claim or dispute shall be San Antonio, Bexar County, Texas.

12. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or rendered void, voidable or unenforceable for any reason, including but not limited to violation of public policy or Texas law and/or is held unconscionable, by an arbitrator or a court with jurisdiction over Student and SCHOOL, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

13. Compliance with Laws. SCHOOL certifies that it shall comply with all applicable laws and regulations pertaining to all aspects of the employment process, including, but not limited to, hiring, promotions, terminations, wages, and/or benefits regarding Student(s).

14. Notices. Unless otherwise provided herein, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have

been duly given if delivered by hand, or sent by telecopy or nationally recognized express courier service, in each case addressed as follows:

If to H-E-B:
H-E-B, L.P.
646 South Flores
San Antonio, TX 78204
Attn: Partner Relations Department

If to School: San Antonio ISD

- Brackenridge
- Burbank
- Edison
- Highlands
- Sam Houston
- Jefferson
- Lanier
- Adult Years Vocational Program

Attn: Dr. Kristen Williams

or to such other person or address in the United States of America as H-E-B or School shall have last designated by written notice given to the other party in accordance with this section. Any notice given hereunder shall be deemed to have been given at the time of receipt by the party to whom such notice is addressed; provided, any notice given by telecopy and received after 5:00 p.m. at the location of the receiving party's address for notice shall be deemed received by such party on the immediately succeeding business day.

15. Headings and Titles. The sections headings and titles contained herein are for reference only and shall not be construed as substantive parts of this Agreement.

16. Entire Agreement. This Agreement and any other Addendum as shown by Exhibit "A" – Training Agreement constitute the entire agreements of the parties and supersedes any prior or contemporaneous agreements, understandings or negotiations between them with respect to the subject matter hereof. Any modifications to these Agreements can only be made in writing signed by both parties. Failure of either party to enforce a specific provision of this Agreement or Exhibit "A" – Training Agreement shall not be construed as a general relinquishment or a waiver of that provision or of any other provision of those Agreements.

ISD	H-E-B, L.P.
By:_____	By: _____
(Print or type name) Dr. Jaime Aquino	(Print or type name)
Superintendent	
_____	_____
(Title)	(Title)

(Date) (Date)

Signature of SAISD Staff Contact: K Williams

Dr. Kristen Williams, Executive Director
Department of Disability Services
(210) 354-9565

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Disability Services
Board Meeting Date:	6/20/2022
Agenda Title:	Approval of Memorandums of Understanding (MOU) Between SAISD and various businesses in support of the Adult Years Vocational Program and work-based learning programs at the comprehensive high schools
Presenter:	Dr. Kristen Williams, Executive Director, Disability and Support Services
Cost:	$0
Board Goal:	Increase the percent of College, Career, & Military Ready (CCMR)
This MOU addresses the following:	☒Academics ☐Attendance ☐Behavior ☐Mental Health

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)

Questions to consider: If a renewal, include data that supports this renewal Is this an expansion of the program? If so, why?	Is this a renewal? ☐Yes ☒ No Students enrolled in work-based learning classes at the comprehensive high schools and in the Adult Years Vocational Program will work to generalize skills learned in the classroom into actual workplace environments. Students will work to achieve post-secondary goals of obtaining either competitive or volunteer employment. 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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding (MOU) Between SAISD and Rawson Saunders Institute (RSI)**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Rawson Saunders Institute (RSI). RSI seeks a partnership with SAISD for current Dyslexia Program Specialists to participate in a two-year Certified Academic Language Therapist (CALT) Program. Certified Academic Language Therapists have advanced specialized training for effectively teaching reading, spelling, and writing to learners with the broadest range of dyslexia and related learning difference.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the proposed MOU with Rawson Saunders Institute as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are fully funded by TEA's Dyslexia Grant Award. Budget code pending NOGA.
Year 1: $49,900, Year 2: $29,350

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

rawson saunders
INSTITUTE

MEMORANDUM OF UNDERSTANDING (MOU) between
Rawson Saunders Institute
and
San Antonio Independent School District

This is an agreement between "Party A", hereinafter called Rawson Saunders Institute (RSI) and "Party B", hereinafter called San Antonio Independent School District (SAISD).

I. PURPOSE & SCOPE

This MOU is intended to establish an agreement between RSI and SAISD regarding the Dyslexia Therapy Training of 10 educators, as follows:

Dates: Begin July 2022. Coursework to be completed in Spring 2024.

Location: Rawson Saunders Institute
3435 Greystone Dr., Suite 105
Austin, TX 78731
(remote learning available)

Training: 200 hours-Synchronous Coursework, 15+ hours-Individual Coaching

Materials include: *Reading Readiness* (and one set of supplemental materials)
Basic Language Skills, Book 1 (and one set of supplemental materials)
Scientific Spelling
Colors and Shapes of Language
Multisensory Grammar
Developing Metacognitive Skills
BLS Book 2
Word Detective
6 Way Paragraphs
BLS Book 3

Fee Year One: $49,900 for 10 participants. Fees to be paid for each individual upon class registration.*
Reading Readiness, Basic Language Skills Introductory Course, *Multisensory Grammar, Developing Metacognitive Skills,* Therapist Training Program Fee

Fee Year Two: $29,350 for 10 participants. Fees to be paid for each individual upon class registration.*
Basic Language Skills Advanced Course, Morphology, Voracious Vocabulary, *Basic Language Skills* Book 3 and Written Composition, Advanced Spelling, Advanced Syllable Division

*Course materials will be available for pickup at Rawson Saunders Institute. Should SAISD want materials shipped to their site, the district will incur all shipping costs.

Participants who complete the Dyslexia Therapy Training Program will be eligible to sit for the Academic Language Therapy Association's National Competency Exam. Those with a Master's degree may earn credentials as a Certified Academic Language Therapist. Those with a bachelor's degree may earn credentials as a Certified Academic Language Therapist - Affiliate.

II. RAWSON SAUNDERS INSTITUTE'S RESPONSIBILITIES UNDER THIS MOU

RSI will provide training (classes and courses) and mentoring listed above and in our Dyslexia Therapy Training Program requirements.

III. SAN ANTONIO ISD'S RESPONSIBILITIES UNDER THIS MOU

SAISD will allow their educators to attend the training classes and will pay the established fees for each class. SAISD administrators will support the educators by providing them time to work with students (minimum 180 minutes per week) in appropriate settings (up to five students per group).

IV. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from June 2022 to the completion of each educator's training in the spring of 2024, or thereabouts.

Parties A and B indicate agreement with this MOU by their signatures.

Signatures and dates

Jamie Nettles, M.Ed, CALT-QI, LDT
Director, Rawson Saunders Institute

Jamie Nettles
5.9.22 Date

Julie Ann Gonzalez
Director of Disability Services - §504 and Dyslexia

Julie Ann Gonzalez
5-11-22 Date

Laura Steinbach, M.Ed
Executive Director, Rawson Saunders Institute

5/9/22 Date

Dr. Jaime Aquino
SAISD Superintendent

_____ Date

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Disability Services
Board Meeting Date:	6/20/2022
Agenda Title:	Approval of the Memorandum of Understanding Between SAISD and Rawson Saunders Institute
Presenter:	Dr. Kristen Williams, Executive Director, Disability and Support Services
Cost:	Year 1: $49,900 Year 2: $29,350
Board Goal:	Increase the percent of all students on grade level *(all grades/all subjects at the meets grade level standard)*
This MOU addresses the following:	☒Academics ☐Attendance ☐Behavior ☐Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
200	10	15	$0	$7,925	$0

HISTORICAL DATA

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

Questions to consider: If a renewal, include data that supports this renewal Is this an expansion of the program? If so, why?	Is this a renewal? ☐Yes ☒ No House Bill 1525, passed by the 87th Texas Legislature, established a grant program providing training in dyslexia for teachers and staff. The grant program aims to increase an LEA's capacity to appropriately serve students with dyslexia and related disorders by providing training to intervention staff resulting in appropriate credentialing related to dyslexia. SAISD has teamed with Rawson Saunders Institute, an institution on TEA's approved provider list, to provide the training to ten SAISD staff. Upon completion of the program, staff will be able to receive the credential of Certified Academic Language Therapist/Practioner (CALT/CALP). Funding Source: Dyslexia Grant Award Program

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Office Lease Agreement Between SAISD and Avenida Guadalupe Association (AGA)**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Johnny Vahalik, Assistant Superintendent for College Career & Military Readiness

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the office lease agreement between SAISD and Avenida Guadalupe Association (AGA) for the purpose of providing office spaces for staff and student intake, assessment, and orientation for a three (3) year term. This lease agreement with AGA supports the District's Adult and Community Education Program's vision for college, career, and military readiness. The AGA will offer a centralized location to benefit recipients interested in enrolling in the program and will be available five days a week.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the Office Lease Agreement with Avenida Guadalupe Association for the purpose of providing office spaces for staff and Adult and Community Education students.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

The agreement calls for an expenditure of $2,000.00 per month for the rental of the office space, payable to Avenida Guadalupe Association. The Texas Workforce Commission (TWC) has authorized the use of funds for the necessary office space for program services for the next three years from the date of execution of the lease agreement. 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.
[X] SAISD will engage families and the community to be active partners in the education of our children.
[ ] SAISD will recognize the outstanding achievements of our students, staff, and community members.
[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.
[X] SAISD will ensure fiscal health.
[ ] SAISD will facilitate a successful Bond initiative and its implementation.
[X] SAISD will become a national model urban school district where every child graduate and is educated so that he or she is prepared to be a contributing member of the community.

OFFICE LEASE AGREEMENT

BETWEEN

AVENIDA GUADALUPE ASSOCIATION,
A Texas Non-Profit Corporation
("Landlord")

AND

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT,
A Texas Political Subdivision,
("Tenant")

Suite #205

June 1, 2022

San Antonio, Bexar County, Texas

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OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (the "Lease") is made, entered into and effective June 01, 2022 between **AVENIDA GUADALUPE ASSOCIATION**, a Nonprofit Texas Corporation ("Landlord") and the **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, a Texas Political Subdivision** ("Tenant").

The Pertinent Lease Information is stated as follows for the convenience of both parties:

Term of Lease	Twelve (12) months commencing on June 1, 2022 and terminating on May 31, 2022.
Monthly Rental Rate	• Monthly rent is $2,000.00 per month due on the 1st of the month and late on the 10th of the month. • "In kind" cost of $68.00 per months by Avenida Guadalupe Association for the support/collaboration of SAISDs Adult Community Education programs • Payment due and owing by SAISD to Avenida Guadalupe Association. Renewal Options described in Exhibit D
Purpose of Tenancy	Office and Administrative space
Security Deposit on Hand	$0.00
Security Deposit Required	$2,000.00
Approximate Square Feet	1,388.00
Signage Fee	N/A Fee only if new signage is required

Subject to all of the terms and conditions of this Lease, and in consideration of the mutual covenants and obligations contained herein, Landlord and Tenant agree as follows:

ARTICLE I - LEASED PREMISES

SECTION 1.1. DEMISE

Landlord hereby leases, demises and lets to Tenant and Tenant hereby leases and takes from Landlord those certain premises (the "Leased Premises") in the office building commonly referred to as THE ELVIRA CISNEROS PROFESSIONAL BUILDING located at the Plaza Guadalupe Complex, 1313 Guadalupe Street, San Antonio, Bexar County, Texas, located on the land more particularly described in Exhibit A-1 attached hereto and made a part hereof (the "Building"), the Leased Premises being more particularly described as approximately 1,388 square feet of net rentable area (as hereinafter defined) on the first floor of the Building, designated as Suite 205, as reflected on the floor plan of the Leased Premises attached hereto and made a part hereof as Exhibit A-2.

The term Net Rentable Area ("NRA") as used herein, shall refer to: (i) in the case of a single tenancy floor, all floor area measured from the inside surface of the outer glass line of the Building, excluding only the areas within (and measured from the mid-point of the walls enclosing) building stairs, fire towers, elevator shafts, flues, vents, stacks, vertical pipe shafts, and vertical ducts (the "Service Areas"), but including any such areas which are for the specific use of a particular tenant such as special stairs,

plus an allocation of the square footage of the Building's elevator and mechanical and electrical rooms, maintenance areas, and public areas (the "General Common Areas"); and (ii) in the case of a floor leased to more than one tenant, all floor area within the inside surface of the outer glass line enclosing the portion of the Leased Premises on such floor and measured to the mid-point of the walls separating the Leased Premises from areas on such floor leased by or held for lease to other tenants or from area devoted to public corridors, elevator foyers, rest rooms, mechanical rooms, janitor closets, telephone, and equipment rooms, vending areas and other similar facilities for the use of all tenants on the particular floor (the "On-Floor Common Areas"), plus both an allocation of the On-Floor Common Areas, based upon the ratio which the Tenant's NRA (excluding

On-Floor Common Areas) on such floors bear to the aggregate NRA (excluding On-Floor Common Areas) on such floor, and an allocation of the General Common Areas. All allocations herein of the General Common Areas shall be based upon the ratio that Tenant's NRA bears to the total NRA of the Building (excluding in both cases the General Common Areas). No deductions from NRA shall be made for columns or projections necessary to the Building. The NRA in the Leased Premises has been calculated on the basis of the foregoing definition and is hereby stipulated for all purposes hereof to be 1,388 square feet, whether the same should be more or less as a result of minor variations resulting from the actual construction and completion of the Leased Premises for occupancy, so long as such work is in accordance with the terms and provisions hereof.

SECTION 1.2. RELOCATION

Landlord hereby reserves the right to relocate the Tenant from the Leased Premises to another part of the Building; provided, however, that in the event Landlord exercises such right, all reasonable and necessary costs and moving expenses, including the costs of providing leasehold improvements comparable to those then existing in the Leased Premises shall be borne by Landlord. The configuration of such relocated Leased Premises shall be similar to that configuration which existed immediately prior to such relocation and the Base Rental (as hereinafter defined) for such space shall be calculated based on the NRA of the new space and the square footage rental rate set forth in Section 4.1 below at the time of such relocation. In the event Tenant does not concur with Landlord's selection of such substitute space, then the relocation shall not occur.

SECTION 1.3. PARKING

Landlord shall provide, throughout the term of this Lease, surface parking spaces on a first come first served basis at no charge to Tenant. In the event parking spaces become unavailable to Tenant during any portion of the Lease, then Landlord shall use good faith efforts to make available to Tenant substitute parking in an area reasonably near the Building until the parking spaces are made available to Tenant. Notwithstanding the foregoing, the loss of any such parking spaces shall in no event constitute a breach of this Lease and/or give rise to any right of Tenant to terminate this Lease or otherwise recover damages from Landlord for the loss of such parking spaces. To the extent permitted by Texas law, Tenant shall defend, indemnify and hold harmless Landlord and Landlord's officers, directors, shareholders, partners, agents and employees from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including court costs and reasonable attorney's fees) resulting directly or indirectly from the use of the parking spaces by Tenant, its employees, contractors, agents, visitors and invitees. See attached Addendum to Office Lease Agreement.

ARTICLE II - TERM

SECTION 2.1. TERM

This Lease shall be for a term beginning on (the "Commencement Date") June 1, 2022 and continuing in full force and effect until 11:59 p.m. May 31, 2023, unless this Lease is terminated earlier pursuant to the

provisions hereof (the "Lease Term"). No delay in the delivery of possession of the Leased Premises shall extend the Lease Term. If the first day of the Lease Term is a day other than the first day of a calendar month, the Lease Term shall be increased by the number of days in such partial calendar month and the Base Rental for said month shall be prorated based on the per diem base rent to be charged during the first full month under the Lease (calculated on thirty (30) day month). Tenant may not enter or occupy the Leased Premises until the Leased Premises are tendered by the Landlord. Any entry into the Leased Premises before the Commencement Date shall be with Landlord's express written consent and subject to all terms of this Lease. Taking possession of the Leased Premises by Tenant shall be conclusive evidence that Tenant (a) accepts the Leased Premises as suitable for the purposes for which they are leased; and (b) acknowledges that the same comply fully with the Landlord's covenants and obligations.

Upon termination of the initial lease term, this lease shall become a month to month tenancy, unless Tenant provides Landlord a written notice to renew this lease in accordance with Exhibit "D" Renewal Option. Once this lease becomes a month to month tenancy, Tenant must provide Landlord two (2) months written notice prior to vacating the demised premises. At the time the Tenant provides his two (2) month advance notice, the Landlord will agree to an earlier move out date, if there are no balances owing on the Tenant's account.

SECTION 2.2. SURRENDER OF LEASED PREMISES

Subject to any extension options granted herein and the removal of Trade Fixtures (as defined below) under **Section 9.2** below, on the last day of the Lease Term, Tenant shall peaceably and quietly surrender the Leased Premises to Landlord, in good order and repair, except for ordinary wear and tear and damage by fire or other casualty, or by eminent domain. No act or thing done by the Landlord or its agents during the Lease Term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless the same be made in writing and signed by the Landlord.

SECTION 2.3. HOLDING OVER

Should Tenant, or any of its permitted or approved successors in interest, hold over in the Leased Premises, or any part thereof, after the expiration or earlier termination of the Lease Term, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy at sufferance only at a daily rental equal to one-thirtieth of the monthly rental installment of Base Rental and additional rental, plus one-hundred percent (100%) of such total amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over. In the event of any unauthorized holding over, Tenant shall also indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Leased Premises effective upon the termination of this Lease.

ARTICLE III - USE

SECTION 3.1. PERMITTED USE

The Leased Premises shall be used for office space providing community services and use as an administrative office. The use and occupancy by Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas and lobbies (except those areas designated for the exclusive use of others), subject, however, to the terms and conditions of this Lease and to those reasonable rules and regulations for the use thereof as may be prescribed from time to time by Landlord, including, without limitation, those rules and regulations attached hereto and made a part hereof as **Exhibit B**.

SECTION 3.2. CARE OF THE LEASED PREMISES AND PROHIBITED USES

Tenant shall not use or permit any other party to use all or any part of the Leased Premises for any purpose not expressly authorized in this Lease. Tenant shall not do or permit anything to be done in or about the Leased Premises nor bring nor keep nor permit anything to be brought to or kept therein, which is prohibited by law or which will in any way increase the existing insurance premiums or affect any fire or other insurance which Landlord carries upon the Building or any of its contents, or cause a cancellation of any insurance policy covering the Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done on or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants of the Building, or use or allow the Leased Premises to be used for any unlawful or objectionable purpose.

SECTION 3.3. COMPLIANCE WITH LAWS AND REGULATIONS

Tenant shall comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) relating to the use or occupancy of the Leased Premises. If Tenant receives written notice of the violation of any such law, order, ordinance, or regulation, it shall promptly notify Landlord thereof.

SECTION 3.4. AMERICANS WITH DISABILITIES ACT COMPLIANCE

In addition to Tenant's obligations under **Section 3.3** above, Tenant agrees to be responsible for any requirements under the Americans with Disabilities Act of 1990 (the "ADA") and Tex. Civ. Stat. Ann. art. 9102 (Vernon Supp. 1996) (and as hereinafter amended) as they relate to the Leased Premises. To the extent permitted by Texas law, Tenant agrees to indemnify, defend, and hold harmless Landlord for any liability Landlord shall incur as a result of Tenant's failure to comply with this **Section 3.4**. Landlord agrees to be responsible for any requirements under the ADA and Tex. Civ. Stat. Ann. art. 9102 (Vernon Supp. 1996), as it relates to the Building (excluding the Leased Premises) and the common areas. Landlord agrees to indemnify, defend, and hold harmless Tenant for any liability Tenant shall incur as a result of Landlord's failure to comply with this Section. Landlord and Tenant each agree to cooperate fully with the other to enable the other to timely comply with the provisions of this Section and to forward immediately, and no later than within twenty-four (24) hours, to the other any notice that such party may receive regarding complaints, inquiries, or claims by any parties claiming that those items which are the responsibility of the other do not comply with the ADA and/or Tex. Civ. Stat. Ann. art. 9102 (Vernon Supp. 1996); provided that such compliance by the obligated party is "readily achievable" by such party, as defined in the ADA.

ARTICLE IV- RENT

SECTION 4.1. BASE RENTAL

a) In consideration of this Lease, Tenant hereby agrees to pay to Landlord base rental ("Base Rental"), without deduction or setoff, during the Lease Term, payable in advance on the first (1st) day of each calendar month as follows (the "Monthly Rental Installments"), per the table on page 1.

b) The Tenant also shall pay, as additional rental, all such other sums of money as same shall become due and payable by Tenant to Landlord under the terms of this Lease. Tenant hereby agrees to pay Monthly Rental Installments and additional rental to Landlord at Landlord's address as provided herein (or at such other address as may be designated by Landlord from time to time) monthly in advance without demand or offset. It is agreed that, notwithstanding anything contained herein to the contrary, the Leased Premises herein are leased for the Base Rental for the Lease Term, payable at the time of the making of this Lease, and that the provisions herein contained for the payment of such rent in Monthly Rental Installments are for the convenience of the Tenant only, and that, upon default in the payment of any such Monthly Rental Installments, the entire amount of Base Rental hereby reserved for the Lease Term and then remaining unpaid shall, at the option of the Landlord, immediately become due and payable without any notice or demand except as otherwise provided

herein. One such Monthly Rental Installment together with the Security Deposit (as hereinafter defined), if any, shall be payable by Tenant to Landlord contemporaneously with the execution of this Lease. If the Commencement Date is a day other than the first day of a calendar month or in the event this Lease terminates on other than the last day of a calendar month, then the Monthly Rental Installments and additional rental for such month or months shall be prorated and the Monthly Rental Installment or Monthly Rental Installments so prorated shall be paid in advance without demand. The Landlord shall have the same remedies for default in the payment of additional rental as are available to Landlord in the case of default in the payment of Base Rental. All past due Monthly Rental Installments of Base Rental or additional rental hereunder which are or which become owed to Landlord pursuant to any of the terms, covenants, and conditions of this Lease, whether or not so specified, shall bear interest commencing five (5) days after the due date thereof at twelve percent (12%) per annum, not to exceed the highest lawful rate, until paid.

SECTION 4.2. LATE CHARGE

Notwithstanding any other provision of this Lease to the contrary, Tenant hereby acknowledges that late payment to Landlord of Rent, or other amounts due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. If any Rent or other sums due from Tenant are not received by Landlord or by Landlord's designated agent within ten (10) days after their due date, then Tenant shall pay to Landlord a late charge equal to twenty percent (20%) of such overdue amount provided, however, that on the first occasion of the late payment of Rent in any twelve (12) month period, and no more than once in any twelve (12) month period, Landlord agrees to waive its right to collect such late charge on such payment of Rent if such payment is made no later than the tenth (10th) day after Landlord delivers to Tenant written notice of such late payment. Landlord and Tenant hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment and shall not be construed as a penalty. Landlord's acceptance of such late charges shall not constitute a waiver of Tenant's default with respect to such overdue amount or stop Landlord from exercising any of the other rights and remedies under this Lease.

SECTION 4.3. ADDITIONAL RENTAL; BASIC COSTS

a) Each calendar year, commencing January 1, 2022, or applicable portion thereof, Tenant shall pay, as additional rental, its Proportionate Share (as hereinafter defined) of increases in Basic Costs (as hereinafter defined). The Base Rental payable under **Section 4.1** hereof may be increased during the Lease Term if Basic Costs for the Building exceed, during any calendar year, the Basic Costs for the calendar year in which the Commencement Date occurs. For the purpose of rental escalation under the terms of this Lease, said "Basic Costs" shall consist of all operating expenses of the land, building, sidewalks, and curbs adjacent thereto (such land, building, sidewalks, and curbs hereinafter collectively referred to herein as the "Complex") of every kind of nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, maintenance, and operation of the Complex, including, but not limited to, the following:

(1) Wages and salaries of all employees engaged in the operation, maintenance, or access control of the Complex and personnel who may provide traffic control relating to ingress and egress to and from the parking areas to the adjacent public streets. All taxes, insurance, agency fees, and benefits relating to employees providing these services shall also be included.

(2) All supplies, tools, equipment, and materials used in the operation and maintenance of the Complex.

(3) Cost of all utilities for the Complex, including the cost of water, power and fuel for heating, lighting, air conditioning, and ventilating the Complex.

(4) Cost of all maintenance and service agreements for the Complex and the equipment therein, including but not limited to, access control service, alarm services, window cleaning, elevator maintenance, landscaping, parking facility maintenance, and janitorial service for common area.

(5) Cost of all insurance relating to the Complex, including, but not limited to, the cost of casualty, rental abatement, and liability insurance applicable to the Complex and Landlord's personal property used in connection therewith.

(6) All taxes, assessments and government charges, whether federal, state, county or municipal, and whether by taxing districts or authorities presently taxing the Complex or Leased Premises or by others subsequently created or otherwise, and any other taxes and assessments attributable to the Complex or its operation, together with all reasonable fees incurred by Landlord in contesting such taxes, assessments and government charges; *provided, however*, that if at any time during the Lease Term, the present method of taxation or assessment is changed so that all or any part of the taxes, assessments, levies, impositions, or charges now levied, assessed, or imposed on real estate and improvements thereof shall be discontinued and as a substitute therefor, or in lieu of an addition thereto, any taxes, assessments, levies, impositions, or charges shall be levied, assessed and/or imposed wholly or partially as a capital levy or otherwise on the rents received from the Complex or the rents reserved herein or any part thereof, then such substitute or additional taxes, assessments, levies, impositions, or charges to the extent so levied, assessed or imposed, shall be deemed to be included within Basic Costs to the extent that such substitute or additional tax would be payable if the Complex were the only property of the Landlord subject to such tax. Tenant shall be responsible for ad valorem taxes on its personal property and on the value of leasehold improvements to the Leased Premises.

(7) Cost of repairs and general maintenance undertaken by Landlord in its sole discretion on or of the Complex (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to tenants of the Building other than Tenant).

(8) Cost of installation and financing of capital investment items which are for the purpose of reducing operating costs, promoting the health or safety of the occupants, or which may be required by any governmental authority. All such costs shall be amortized over the reasonable life and amortization schedule of the investment item involved determined in accordance with generally accepted accounting principles, however, in no event to extend beyond the reasonable useful life of the Building.

(9) Landlord's reasonable central accounting costs, and legal fees (other than legal fees incurred in the negotiation or recovered from tenants as the result of

enforcement of tenant leases) and appraisal fees relating to the operation of the Complex.

b) There shall be excluded, however, from Basic Costs the following items:

(1) Costs, expenses, rental commissions, and fees relating to solicitation, advertising for and entering into lease or other tenancy arrangements for space in the Complex.

(2) Costs of replacement, including financing costs, of any major system (or component) of the Complex, costs of replacement of any construction item, or costs of any additions or capital improvements subsequent to original construction as well as all expenditures properly classifiable as "*capital expenditures*" under generally accepted accounting principles, unless in the particular instance involved such addition or improvement shall be (i) likely to result in an overall reduction in the operating costs with respect to the Complex to the extent such savings is realized; or (ii) for promoting the health or safety of the occupants; or (iii) required by a governmental authority.

(3) Non-cash items, such as deductions for depreciation or obsolescence of the Complex and building equipment.

(4) All amounts which are specially charged to or otherwise paid by any tenant or other occupant of the Complex, including for purposes of illustration and not by way of limitation:

(i) Costs of electric current separately metered and charged to a specific tenant or costs of electric or gas used in furnishing heating, air conditioning, or ventilation charged to a specific tenant or occupant during non-building standard hours;

(ii) Extra costs of janitorial services charged to a specific tenant or other occupant by reason of non-building standard items;

(iii) Extra insurance premiums or costs charged to a specific tenant by reason of its extraordinary activities in the Complex; and

(iv) Costs of any other above building standard utility service provided to any other tenant or of any other above standard service of any kind or nature charged to or provided to any other tenant.

(5) Wages, salaries, or other compensation of any kind or nature paid to any of Landlord's executive employees above the grade of building or property manager, if any.

c) In the event that during the Lease Term the Basic Costs for any calendar year exceed Basic Costs for the calendar year in which the Commencement Date occurs, Tenant, within thirty (30) days after written notification of the foregoing by Landlord, shall:

(1) Pay to the Landlord Tenant's Proportionate Share (11%) of such increase for the year in question. Tenant's Proportionate Share of such increase has been

calculated by dividing an amount equal to one hundred percent (100%) of the Net Rentable Area of the Building into an amount equal to the Net Rentable Area of the Leased Premises (the "Proportionate Share"). The product resulting from the multiplication of such Proportionate Share by the increase in Basic Costs shall constitute the amount of additional rent Tenant shall pay. Tenant's additional rent resulting from the provisions hereof shall be prorated during the final calendar year of the Lease Term based on the number of months during such calendar year that this Lease was actually in effect. The written notification of Landlord of such increased Basic Costs shall include a statement which sets forth: (i) the previous year's operating expenses, (ii) Tenant's Proportionate Share of any increase, (iii) the adjustment, if any, reflecting the monthly escalation reserves paid (as hereinafter provided for), (iv) the net amount due Landlord, or due to be credited against Tenant's future rentals (or, at Landlord's option, to be reimbursed to Tenant); *provided, however*, in no event shall the Basic Costs or Monthly Rental Installments ever be less than the amounts specified in **Section 4.1(a)**. Notwithstanding any other provision herein to the contrary, it is agreed that in the event less than ninety-five percent (95%) of the Building is occupied and/or provided with building standard services during any calendar year, an adjustment shall be made in computing the Basic Costs for such years so that the Basic Costs shall be computed for such years as though ninety-five percent (95%) of the Building had been occupied and provided with building standard services during such year.

(2) Tenant shall also pay to Landlord a monthly escalation reserve on the first day of each month. The monthly escalation reserve shall be in an amount which Landlord, acting in good faith, estimates will be equal to one-twelfth (1/12) of Tenant's Proportionate Share of the estimated Basis Costs for the then current calendar year, less the actual Basic Costs incurred for the calendar year in which the Commencement Date occurs. Landlord shall apply the total of the escalation reserves paid by the Tenant against any increase in the Basic Costs for the calendar year on account of which the escalation reserves are paid. Landlord shall use its reasonable efforts to notify Tenant, within sixty (60) days after the end of each calendar year of the amount of the escalation reserve to be paid by the Tenant each month during the ensuing calendar year. In the event, however, that Tenant does not receive such notice within sixty (60) days after the applicable year, then Tenant shall pay to Landlord, on the first day of the month following the receipt of such notice, the monthly escalation reserve for the current month as well as for the months which have elapsed since January 1st of said year.

d) Notwithstanding the termination of this Lease prior to the end of the Lease Term, Tenant's obligation to pay any and all additional rental under this Lease shall continue and shall cover all periods up to the actual date this Lease terminates. Tenant's obligation to pay any and all additional rental under this Lease and Landlord's and Tenant's obligation to make the adjustments referred to in this Lease shall survive any expiration or termination of this Lease.

SECTION 4.4. COMPUTATION METHODS

Landlord and Tenant are knowledgeable and experienced in commercial transactions and agree that the provisions of this Lease for determining charges, amounts and additional rent payable by Tenant are commercially reasonable and valid even though such methods may not state a precise mathematical

formula for determining such charges. **ACCORDINGLY, TO THE EXTENT APPLICABLE LAW PERMITS WAIVER, TENANT VOLUNTARILY AND KNOWINGLY WAIVES ALL RIGHTS AND BENEFITS OF TENANT UNDER SECTION 93.012 OF THE TEXAS PROPERTY CODE, AS SUCH SECTION NOW EXISTS OR AS MAY BE HEREAFTER AMENDED OR SUCCEEDED.**

SECTION 4.5. TAXES

Landlord shall pay any ad valorem taxes assessed on the Complex as part of the Basic Costs set out in **Section 4.3**. With the exception of a Tenant that is a tax-exempt governmental entity, Tenant shall pay all ad valorem and similar taxes or assessments levied upon or applicable to all of Tenant's leasehold improvements, Trade Fixtures (as hereinafter defined), and all other equipment, fixtures, furniture, and other property situated in the Leased Premises, and all licenses and other fees or charges imposed on the business conducted by Tenant in the Leased Premises.

SECTION 4.6. TAX PROTEST

Section 41.413 of the Texas Property Tax Code gives Tenant the right to protest before the appropriate appraisal review board a determination of the appraised value of the Building and requires Landlord to deliver to Tenant a notice of any determination of the appraised value of the Property. Tenant acknowledges that the Building is a multi-tenant facility, that any filing of a protest of appraised value by Tenant will give the appraisal district discretion to increase or decrease the appraised value, that an increase in the appraised value will affect Landlord and the other tenants of the Building, and that an increase in the appraised value may increase the taxes not only for the year in question but for future years; potentially beyond expiration of the Lease Term. Accordingly, to the extent permitted by applicable law, Tenant hereby waives the provisions of Section 41.413 of the Texas Property Tax Code (or any successor thereto). In the alternative, if it is determined that Section 41.413 of the Texas Property Tax Code may not be waived, Tenant agrees that if Tenant exercises the right of protest granted by Section 41.413 of the Texas Property Tax Code, Tenant shall be solely responsible for, and shall pay, all costs of such protest. Furthermore, if as a result of a protest by Tenant, the appraised value of the Building is increased by the appraisal board, Tenant shall be solely responsible for, and shall pay upon demand by Landlord, all taxes (not only Tenant's Proportionate Share) assessed against the Building in excess of the taxes which would have been payable in the absence of the protest. Tenant shall continue to pay such excess taxes until the determination of appraised value of the Building is changed by the appraisal review board, regardless of whether the increased taxes are incurred during the Lease Term or thereafter. Landlord agrees, upon written request by Tenant, to provide to Tenant a copy of the determination of appraised value for any year.

The intent of Section 41.413 is to encourage landlords to protest when appropriate the determination of appraised value of income-producing property. Tenant agrees that if Landlord, in Landlord's sole discretion, elects to protest a determination of the appraised value of the Building, Tenant shall pay to Landlord Tenant's Proportionate Share of the cost of such protest. The provisions of this Section 4.6 shall expressly survive the expiration or other termination of this Lease.

ARTICLE V - SECURITY DEPOSIT

The term "Security Deposit" as used herein shall mean an amount equal to $2,000.00 which shall be held by Landlord without liability for interest and as security for the full performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit shall not be considered an advance payment of Base Rental or additional rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any Event of Default (as hereinafter defined) by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use such deposit to the

extent necessary to make good any arrearages of rent and any other damage, injury, expense, or liability caused to Landlord by such Event of Default. Following any such application of the Security Deposit, Tenant will deliver funds necessary to restore the Security Deposit to its original amount. If Tenant has not committed an Event of Default hereunder which is not then uncured, any remaining balance of such deposit shall be returned by Landlord to Tenant within thirty (30) days following the termination of this Lease. If Landlord transfers its interest in the Leased Premises during the Lease Term, Landlord may assign the Security Deposit to the transferee and, thereafter, Landlord shall have no further liability for the return of such Security Deposit to the Tenant.

ARTICLE VI - SERVICES AND UTILITIES

Subject to the rules and regulations of the Building, during the Lease Term, Landlord shall furnish Tenant the following services (the "Building Services") except as provided herein:

a) Sufficient electrical power for the building standard lighting, personal computers, typewriters, dictating equipment, calculating machines, and other machines of similar low electrical consumption, but not including special lighting in excess of building standard, or any item of electrical equipment which singly consumes more than 0.25 kilowatts per hour as rated capacity or requires a voltage other than 120 volts single phase. Tenant shall pay for all electrical services in excess of that standard service described in the first sentence of this paragraph. Such charges shall be paid monthly as billed and as may be determined by separate meter (the cost of such meter and installation to be borne by Tenant) or as Landlord's engineer may compute.

b) Heating and air conditioning at such temperatures and in such amounts as are reasonably considered by Landlord to be standard unless otherwise required by governmental regulation.

c) Hot and cold water, for normal office use only, at those points of supply provided for the general use of tenants.

d) Replacement of fluorescent tubes for building standard light fixtures placed in the Leased Premises by Landlord and all replacement fluorescent tubes and incandescent bulbs for the General Common Areas and On-Floor Common Areas of the Building.

e) Operator-less passenger elevator necessary for ingress and egress from the Leased Premises, provided that such service may be restricted to one (1) elevator during other than the aforesaid usual business hours and days.

Landlord does not warrant that any of said specified services will be free from interruption or stoppage, but, nevertheless, Landlord shall during the aforesaid usual business hours and days, use reasonable diligence to resume any such interrupted or stopped service. Anything to the contrary notwithstanding, no failure, to any extent, to furnish such services or any stoppage or interruption of these defined services shall render Landlord liable in any respect for damages to any person, property or business, nor shall any such failure, interruption or stoppage of such services be deemed or construed as an eviction, actual or constructive, of Tenant from the obligation to fulfill any covenant or agreement contained in this Lease.

ARTICLE VII - ENTRY BY LANDLORD

SECTION 7.1. LANDLORD'S ACCESS

Landlord, its contractors, subcontractors, servants, employees and agents, shall have the right to enter upon the Leased Premises at reasonable times to inspect the same, clean or make repairs, alterations or

additions thereto, or to show same to prospective tenants at any time during the last year of that portion of the Lease Term then in progress (primary or renewal, as the case may be) and to show same to prospective purchasers of the Building at any time during the Lease Term, and Tenant shall not be entitled to any abatement or reduction in rent by reason thereof.

SECTION 7.2. KEYS AND LOCKS

Landlord, at Landlord's sole cost and expense, shall provide keys and locks for the Leased Premises, and the same shall be available to Landlord, its security personnel, and it's cleaning crews as may be required by such persons; provided, Tenant shall be responsible for the cost of additional keys and the cost to replace lost keys. Further, all card-keys for use in the card-key access system, if any such system now or in the future exists, for after-hour entry into the Leased Premises shall be supplied by Landlord to Tenant. Tenant shall reimburse Landlord for its actual costs and expenses with respect to the card-keys and Tenant agrees to pay such cost and expense within thirty (30) days after being billed therefore by Landlord. Tenant may not add locks, change locks or rekey locks without Landlord's prior written consent. Upon termination of this Lease, Tenant shall surrender to Landlord all keys for the Leased Premises, and give to Landlord the explanation of the combination of all locks for safes, safe cabinets, and vault doors, if any, in the Leased Premises.

ARTICLE VIII - REPAIRS

SECTION 8.1. CONDITION OF PREMISES

Except for the Tenant improvements to be constructed by Landlord as set forth in the Work Letter, if applicable, the Leased Premises shall be delivered to Tenant in an "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition and Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof either prior to or during the Lease Term except to the extent expressly set forth in the Work Letter. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD SHALL NOT BE LIABLE TO TENANT OR ANY OF ITS AGENTS, EMPLOYEES, LICENSEES, CONTRACTORS, SERVANTS, OR INVITEES FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY DUE TO THE CONDITION OR DESIGN OF, OR ANY DEFECT IN THE BUILDING OR ITS MECHANICAL SYSTEMS AND EQUIPMENT WHICH MAY EXIST OR OCCUR, AND TENANT FOR ITSELF AND ITS AGENTS, EMPLOYEES, LICENSEES, SERVANTS, AND INVITEES EXPRESSLY ASSUMES ALL RISKS OF INJURY OR DAMAGE TO PERSONS, EITHER PROXIMATE OR REMOTE, RESULTING FROM THE CONDITION OF THE LEASED PREMISES, THE BUILDING, OR THE COMPLEX.**

SECTION 8.2. REPAIRS BY LANDLORD

a) **General Repairs by Landlord** - Subject to **Section 8.1** hereof, Landlord shall at its expense maintain only the roof, foundation, heating and air conditioning system, common areas, elevators, fire protection sprinkler system (if any), the structural soundness of the exterior walls, and the landscaping of the Complex in good repair and condition, except for reasonable wear and tear. Tenant shall give immediate written notice to Landlord of the need for repairs or corrections and Landlord shall use reasonable diligence to commence to make such repairs or corrections. Landlord's liability hereunder shall be limited to the cost of such repairs or corrections. Landlord retains the right determine how and when the repair will be done in a timely manner, in accordance with federal, state and local law and codes.
b) **Water Leaks in Kitchen area and Entry Way Due to a Rain Event**– Landlord and Tenant acknowledge that there are leaks at the roof area above the kitchen area and entry way to the demised premises. Should a major rain event occur, Tenant shall immediately notify Landlord by telephone and email of such rain event. Landlord shall immediately respond by placing

containers capable of capturing the water and preventing it from causing damage to any of Tenant's furniture, fixtures and equipment. Should the rain entering the demised premises be so extensive as to prevent the Tenant from working in the demised premises and making the demised premises un tenantable, Tenant shall provide Landlord written notice of such condition and Tenant's desire to vacate the demised premises and terminate the lease, within 24 hrs of the rain event. Landlord shall review the written notice, inspect the premises and provide Tenant a written response within 48 hrs. In the event Landlord agrees with Tenant's request to vacate the demised premises and terminate the lease, Landlord shall provide Tenant with a Termination of Lease Agreement.

SECTION 8.3. REPAIRS BY TENANT

Except for repairs to be made by Landlord pursuant to **Section 8.2** above, Tenant shall, at all times during the Lease Term and at Tenant's sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair. Further, Tenant shall, at its own cost and expense, repair or replace any damage or injury to the Leased Premises or the Complex or any part thereof, caused by Tenant or Tenant's agents, contractors, employees, invitees, or visitors. If Tenant fails to commence making such repairs or replacements Landlord may commence and complete such repairs and replacements and Tenant shall repay the cost thereof, plus ten percent (10%) of such cost to cover overhead, as additional rent payable upon presentation by Landlord of a statement therefore. Tenant agrees not to commence making repairs or replacements prior to notifying Landlord in writing and receiving written approval by Landlord.

SECTION 8.4 REPAIR RESPONSIBILITIES OF LANDLORD AND TENANT FOR PLUMBING LOCATED ON LEASED PREMISES

a) Drain Stoppages – As of the date of this Lease, Landlord warrants that the sewage drains found on the Leased Premises are in good working condition; and that the drains will accept normal household waste for which they were designed. The drains will not accept waste, such as paper diapers, sanitary napkins, tampons, and children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, dirt, rocks, newspapers or other unusual waste products. Tenant agrees to pay for clearing the drains of any and all stoppages except those, which the plumber who is called to clear the stoppage will attest to in writing, were caused by defective plumbing, tree roots or the result of freezing or other weather conditions. Tenant agrees to keep on hand and properly use a plunger when necessary to unclog drains and prevent water overflow from toilet, sinks and bathtub.

b) Drain Cleaning Products – Tenant agrees not to use caustic cleaning chemicals in any of the drains or plumbing fixtures. Such products may cause damage to the plumbing system and may be hazardous to the environment. Tenant may be able to keep drains clean and clear with regular maintenance by pouring down the drain a quarter cup of baking soda followed by a half cup of vinegar. If there is a minor clog in the p-trap (the curved portion) of the pipe under the sink, Tenant may disconnect the pipe, clear the pipe manually and reconnect the pipe to clear the clog or may call Landlord for minor assistance.

c) Freezing Pipes – Tenant agrees to take due precaution against freezing water or waste pipes and stoppage of same in and about said Leased Premises. This includes, but is not limited to, disconnecting all garden hoses from outdoor faucets prior to freezing weather and opening cabinets under fixtures that are adjacent to outside walls to allow warm air circulation near water and waste pipes. If water or waste pipes are frozen, Tenant will notify Landlord immediately both by telephone and in writing, such as e-mail or correspondence. If Tenant did not take due precaution to prevent the freezing or fails to notify Landlord of the problem in a timely manner, Tenant will be held liable for all damage caused thereby.

d) Repairs to Plumbing – Tenant agrees to notify Landlord of needed repairs to plumbing in a timely manner and in writing. Tenant agrees not to repair the plumbing without prior written consent of

Landlord. Landlord retains the right to determine how and when the plumbing repairs will be done in a timely manner, in accordance with federal, state and local law and codes. If the need for repair is not due to damage caused by Tenant and/or their guests, Landlord agrees to pay for the repair. If the need for repair is a result of damage done by Tenant and/or their guests, and not that of normal, ordinary wear and tear, Tenant agrees to pay for the repair or replacement. Landlord may decide to remove or replace an item, instead of a repairing it.

ARTICLE IX - ALTERATIONS AND ADDITIONS

SECTION 9.1. ALTERATIONS AND ADDITIONS

All alterations, improvements, additions or changes made by Tenant to the Leased Premises shall be subject to the prior written approval of Landlord and shall (i) be made at Tenant's sole cost, expense and risk; (ii) be performed in a prompt, good, and workmanlike manner; (iii) be constructed in accordance with all applicable laws, rules, regulations, and other codes and governmental and insurance requirements; (iv) not alter the exterior appearance, the public areas, corridors, or common areas of the Building, except as expressly permitted hereunder; and (v) performed by Landlord's employees or a contractor or contractors approved by Landlord. Any and all such alterations, physical additions, improvements and changes, when made to the Leased Premises as permitted hereunder by Tenant, shall at once become the property of Landlord and shall be surrendered to Landlord upon termination of this Lease, subject, however, to the provisions of **Section 9.2** below. Tenant shall not make any structural alterations or any changes to the building systems, including electrical and plumbing systems (other than as necessary to provide such services to the Leased Premises and only after approval thereof by Landlord). Tenant shall deliver to Landlord prior to commencing any work copies of all plans and specifications for all alterations or improvements to be made to the Leased Premises.

SECTION 9.2. LEASEHOLD IMPROVEMENTS AND TRADE FIXTURES

Subject to the other provisions of this Lease, Landlord and Tenant agree that all Trade Fixtures installed in the Leased Premises shall be and remain the property of Tenant and may be removed by Tenant, and shall be so removed if required by Landlord, prior to or upon the expiration of the Lease Term; *provided, however*, (i) if such Trade Fixtures are not so removed they shall, at the option of Landlord, become the property of Landlord or shall be removed by Landlord at Tenant's sole cost and expense; and (ii) that if any such Trade Fixture is affixed to the Leased Premises and therefore requires severance therefrom, such severance may be effected only if Tenant repairs any damage to the Building, the Leased Premises, its demising walls, and other structural elements of the Building caused by such removal. Any such removal and restoration shall be accomplished within fifteen (15) days following the expiration or earlier termination of this Lease and in a good and workmanlike manner so as not to damage the Building or any improvements situated therein. The term "Trade Fixtures" as used herein shall mean any and all items of personal property used and installed by Tenant in the Leased Premises, limited to telephone systems, furniture, equipment, and fixtures, and any and all signs placed by Tenant pursuant to provisions hereof. The term "Trade Fixtures" shall not include any permanent leasehold improvements other than those described in the preceding sentence (all of which permanent leasehold improvements, as between Landlord and Tenant, shall become the property of Landlord upon the incorporation in or affixation to the Leased Premises), including but not limited to any floor, wall, window, or ceiling coverings, any interior walls or partitions, any built-in bookcases or raised floors, any lighting fixtures, or any property a part of or associated with any electrical, plumbing or mechanical system, notwithstanding that the same may have been installed within the Leased Premises by Tenant. All items which become incorporated in or permanently affixed to the Leased Premises shall become the property of Landlord upon their incorporation or affixation and, at the option of the Landlord, may be removed by Landlord at Tenant's sole cost and expense. All such other items shall be surrendered by Tenant coincident with its surrender of the Leased Premises, and Tenant shall have no (and hereby waives all) rights to any payment or compensation for such items.

SECTION 9.3. LIENS

Tenant shall keep the Leased Premises free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of the Tenant. All persons either contracting with Tenant or furnishing or rendering labor and materials to Tenant shall be notified in writing by Tenant that they must look only to Tenant for payment for such labor and materials. Nothing contained in this Lease shall be construed as Landlord's consent to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of, or to, the Leased Premises, nor as giving Tenant any right to contract for, or permit the performance of, any services or the furnishing of any materials that would result in any liens against the Leased Premises. If any lien is filed against the Leased Premises or Tenant's leasehold interest therein, Tenant shall discharge same within twenty (20) days after its filing. If Tenant fails to discharge such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, at its election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding. Tenant shall pay on demand any amount paid by Landlord for the discharge or satisfaction of any lien, and all reasonable attorney's fees and other legal expenses of Landlord together with all necessary disbursements in connection therewith. Notwithstanding the foregoing, Tenant may contest the amount or validity of any such lien, provided that Tenant first posts with Landlord an indemnity bond issued by a corporate surety reasonably satisfactory to Landlord in an amount equal to the amount of the lien claim plus a sufficient amount to cover any penalties, interest, attorney's fees, court costs and other legal expenses resulting from such contest. This bond shall name Landlord and such other parties as Landlord may direct as obligees thereunder.

ARTICLE X - ASSIGNMENT AND SUBLETTING; SALE OF BUILDING

SECTION 10.1. LANDLORD'S ASSIGNMENT

Landlord shall have the right to transfer and assign this Lease in whole or in part, by operation of law or otherwise, including all of its rights, benefits, privileges, duties, and obligations hereunder, whenever Landlord in its sole judgment deems it appropriate, and Tenant shall attorn to any such transferee upon being furnished notice of the assignment. Such transfer or assignment shall relieve Landlord of any liability or obligation, other than those accrued hereunder prior to the date of such transfer or assignment, it being the intention of Landlord and Tenant that Tenant shall look solely to Landlord's successor in interest for performance of all obligations accruing from and after the date of such transfer or assignment.

SECTION 10.2. TENANT'S ASSIGNMENT OR SUBLETTING

Tenant shall not assign this Lease or sublet any portion of the Leased Premises without the prior written consent of Landlord. In the event Tenant may desire to assign or sublet the Leased Premises or any part thereof, Tenant shall give Landlord written notice of such desire at least thirty (30) days prior to the date on which Tenant desires to make such assignment or sublease. Landlord shall, within thirty (30) days following receipt of such notice, notify Tenant in writing that Landlord elects either (i) to terminate this Lease as to the space so affected as of the date so specified by Tenant; (ii) to permit Tenant to assign or sublet such space, subject, however, to subsequent written approval of the proposed assignee or sublessee by Landlord; or (iii) to deny Tenant permission to sublet or assign. If Landlord should fail to notify Tenant in writing of such election within said thirty (30) day period, Landlord shall be deemed to have elected (iii) above. In the event Landlord consents to one or more assignments or sublettings, the Base Rental and additional rental provided for herein shall, if applicable, be increased during the term of such assignments or sublettings to an amount equal to the amount of rent or any amount in excess of the rental and other charges due under this Lease, whether such amount be in the form of increased rental, a lump sum payment in consideration of the sublease or assignment, or consideration of any other form, to be paid by such assignee or subtenant to Tenant. Consent by Landlord to one or more assignments or

sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Notwithstanding any assignment or subletting, Tenant, and any guarantor of Tenant's obligations under this Lease, shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Tenant's other obligations under this Lease. Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or in the Leased Premises. In no event shall Tenant assign this Lease or sublease the Leased Premises or any portion thereof to any than existing or prospective tenant of the Building, or to any party with whom Landlord is actively negotiating a lease.

SECTION 10.3. SALE OF BUILDING

In the event the original Landlord hereunder, or any successor owner of the Building shall sell or convey the Building, all liabilities and obligations on the part of the original Landlord or such successor under this Lease accruing thereafter shall terminate, and such liabilities and obligations shall be binding on the new owner. Tenant agrees to attorn to such new owner.

SECTION 10.4. CITY OF SAN ANTONIO GROUND LEASE

Tenant agrees to be bound by, and this Lease shall be subject to, the provisions of that certain Office Lease and Funding Agreement dated September 10, 2009 between the City of San Antonio, Texas and Landlord, Landlord represents to Tenant that this Lease is permitted under the foregoing Office Lease and Funding Agreement, and Tenant agrees to execute a consent, substantially in the form attached hereto as **Exhibit C**, upon the execution of this Lease.

ARTICLE XI - QUIET ENJOYMENT

Landlord covenants that Tenant shall, and may quietly have, hold, and enjoy the Leased Premises, subject to the other terms of this Lease and the terms of any Superior Leases and Mortgages (as hereinafter defined), and all other agreements or matters of record or to which this Lease is subordinate, provided that Tenant pays the rent to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. As used in this Lease, the term "Superior Leases and Mortgages" means all present and future ground leases, underlying leases, mortgages, deeds of trust, or other encumbrances, and all renewals, modifications, consolidations, replacements, or extensions thereof or advances made thereunder, affecting all or any portion of the Leased Premises, the Building, or the Complex.

ARTICLE XII - MORTGAGEE PROTECTION

SECTION 12.1. SUBORDINATION TO MORTGAGE

Tenant accepts this Lease subject and subordinate to all Superior Leases and Mortgages, and, to the extent applicable to Tenant, zoning ordinances and other building and fire ordinances and governmental regulations presently existing or hereinafter enacted relating to the use of the Leased Premises; but Tenant agrees that any ground lessor, mortgagee or beneficiary of any deed of trust or other lien (the "Landlord's Mortgagee") or Landlord shall have the right at any time to subordinate any Superior Lease and Mortgage to this Lease on such terms and subject to such conditions as such Landlord's Mortgagee or Landlord may deem appropriate in such person's sole discretion. Upon demand, Tenant agrees to execute such further instruments subordinating this Lease as Landlord may request, in the form and substance satisfactory to Landlord, and such non-disturbance and attornment agreements as such Landlord's Mortgagee shall request, in form and substance satisfactory to such Landlord's Mortgagee. In the event that Tenant shall fail to execute any such instrument within ten (10) days after requested, Tenant hereby irrevocably constitutes Landlord as Tenant's attorney-in-fact to execute such instrument in Tenant's name, place and

stead, it being stipulated by Landlord and Tenant that such agency is coupled with an interest in Landlord, and is, accordingly, irrevocable. Upon foreclosure of the Building or the Complex, or upon acceptance of a deed in lieu of foreclosure, Tenant hereby agrees to attorn to the new owner of such property after such foreclosure or acceptance of a deed in lieu of foreclosure is so requested by such new owner of the Building or Complex.

SECTION 12.2. NOTICE TO LANDLORD'S MORTGAGEE

If the Complex, the Building, or the Leased Premises are at any time subject to a ground lease, mortgage or deed of trust or other lien, then in an instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's Mortgagee (provided Landlord or such Landlord's Mortgagee shall have advised Tenant of the name and address of such Landlord's Mortgagee) and each Landlord's Mortgagee shall have the right (but no obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days, and Tenant will accept such curative or remedial action (if any) taken by any Landlord's Mortgagee with the same effect as if such action had been taken by Landlord.

SECTION 12.3. ESTOPPEL CERTIFICATES

At Landlord's request from time to time, Tenant will execute either an estoppel certificate or an agreement among Landlord, Tenant, and Landlord's Mortgagee certifying to such facts (if true) and agreeing to such notice provisions and other matters as Landlord or Landlord's Mortgagee may reasonably require. Any such certificate may be relied upon by any prospective purchaser, mortgagee or any beneficiary under any deed of trust on the Building or the Complex. If, in connection with obtaining financing for the Building, the Complex, or of the land under the Building and/or Complex, any lender shall request reasonable modifications to this Lease as a condition for such financing, Tenant will not unreasonably withhold, delay, or condition its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect either the leasehold interest hereby created or Tenant's use and enjoyment of the Leased Premises. Landlord shall reimburse Tenant for reasonable attorneys' fees incurred by Tenant in complying with Landlord's requests under this Section 12.3.

ARTICLE XIII - LANDLORD'S LIENS

To the extent applicable to Texas governmental entities, in addition to the statutory Landlord's lien, Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements, and other personal property of Tenant presently or which may hereafter be situated on the Leased Premises and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements, and conditions thereof have been fully complied with and performed by Tenant. Upon the occurrence of an Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Leased Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Leased Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant notice of the time and place of any public sale or the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant notice, the requirement of notice shall be met if such notice is given in the manner prescribed by **Section 18.6** of

this Lease at least five (5) days before the time of sale. The proceeds from any such disposition, less any and all expenses incurred with the taking of possession, holding and selling of the property (including reasonable attorney's fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this **Article XIII**. Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies within thirty (30) days after receipt of written demand therefor. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rent is not hereby waived and the security interest herein granted is in addition and supplementary thereto.

ARTICLE XIV - EMINENT DOMAIN; DAMAGE OR DESTRUCTION

SECTION 14.1. CONDEMNATION

If, during the term of this Lease, or any extension or renewal thereof, all or any portion of the Complex, Building, or Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or by private purchase in lieu thereof, then Landlord shall have the option, in its sole discretion, of terminating this Lease, or, at Landlord's sole risk and expense, restoring and reconstructing the Leased Premises to the extent necessary to make same reasonably tenantable. Should Landlord elect to restore, this Lease shall continue in full force and effect with the rent payable during the unexpired portion of this Lease adjusted to such an extent as may be fair and reasonable under the circumstances, and Tenant shall have no claim against Landlord for the value of any interrupted portion of this Lease. Tenant shall not be entitled to any part of the award or price paid therefore, and Landlord shall receive the full amount of such reward or price, Tenant expressly waiving any right or claim to any part thereof.

SECTION 14.2. FIRE AND CASUALTY

Tenant shall immediately notify Landlord if any portion of the Complex, Building, or the Leased Premises should be damaged by fire, tornado or other casualty and Landlord may, at its option, terminate this Lease, in which event the rent shall be abated during the unexpired portion of this Lease effective on the date of such damage. In the event the Leased Premises should be damaged by fire, tornado, or other casualty, but Landlord does not elect to terminate this Lease, Landlord shall within a reasonable period of time commence to rebuild or repair the Leased Premises and shall proceed with reasonable diligence to restore the Leased Premises to substantially the same condition in which they were immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair, or replace any part of the furniture, equipment, fixtures, leasehold improvements, and other improvements which may have been placed by Tenant or other tenants within the Building, the Leased Premises, the Complex, or related facilities. Anything to the contrary contained herein notwithstanding, Landlord shall not be obligated to rebuild, repair, or restore said Leased Premises in the event that proceeds from insurance are either unavailable of insufficient to cover the costs of repair, restoration, or rebuilding (other than by reason of Landlord's failure to obtain or keep insurance in force), and this Lease shall terminate within one hundred twenty (120) days after the occurrence of the event precipitating the damage. In the event that the Leased Premises are totally un tenantable, Landlord shall allow Tenant a fair diminution of rent during the time the Leased Premises are partially unfit for occupancy. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the Leased Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

No damages, compensation, or claim shall be payable by Landlord for inconvenience, loss of business, or annoyance arising from any repair or restoration of any portion of the Leased Premises, the leasehold

improvements, the Building, or the Complex. Landlord shall use its best efforts to have such repairs made promptly so as not unnecessarily to interfere with Tenant's occupancy.

The provisions of this **Section 14.2** shall be considered an express agreement governing any case of damage or destruction of the Complex, the Building, the leasehold improvements, or the Leased Premises by fire or other casualty. If in any instance in this **Section 14.2** Landlord is required or has elected to repair and reconstruct the Complex, the Building, the Leased Premises, or leasehold improvements, the Lease Term shall not be extended by a period of time equal to the period of such repair and reconstruction.

ARTICLE XV - INSURANCE

SECTION 15.1. TENANT'S INSURANCE

Tenant shall procure and maintain throughout the Lease Term for the protection of Tenant and Landlord as their interests may appear, policies of insurance which afford the following coverages:

a) Worker's Compensation -- Statutory limits;

b) Unless self-insuring, Property insurance insuring Tenant's business, personal property, and Tenant improvements against direct risk of loss, broad form coverage and insuring Tenant's business income, with one hundred percent (100%) signed current replacement cost valuation for business personal property and one (1) year's total anticipated net earnings for business income.

Unless Tenant self-insures, Tenant shall procure and maintain throughout the Lease Term a policy or policies of commercial general liability insurance at its sole cost and expense, in amounts of not less than $1,000,000.00 each occurrence limit, $1,000,000.00 general aggregate limit, $1,000,000.00 products/completed operations aggregate limit, and $1,000,000.00 personal injury and advertising injury limit, or such other amounts as Landlord may from time to time require, covering bodily injury and property damage liability, and including contractual liability coverage, written by insurance companies rated "A" or better, and a financial rating of not less than Class "X" by A.M. Best, Inc. and otherwise acceptable to Landlord, insuring Tenant, and Landlord as an additional insured, against any and all liability to the extent obtainable for injury to or death of a person or persons or damage to property occasioned by or arising out of or in connection with the use, operation and occupancy of the Leased Premises, during the policy period, regardless of when the claim is made. All coverage shall be primary to Landlord's insurance. Landlord's insurance shall be non-contributory with and in excess of such insurance. Tenant shall furnish to Landlord, concurrent with the execution of this Lease, certificates of insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverage required hereunder, including a copy of the Additional Insured - Managers or Lessors of Premises Endorsement and Tenant shall obtain and deliver to Landlord a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation or material change of any such insurance. Tenant shall deliver renewal certificates at least thirty (30) days prior to the expiration of each policy. Landlord makes no representation that the limits of liability specified to be carried by Tenant are adequate to protect Tenant. Tenant shall provide any such additional coverage as Tenant deems adequate.

SECTION 15.2. LANDLORD'S INSURANCE

During the Lease Term, Landlord shall insure the Complex and the Building, excluding any property which Tenant is obligated to insure under **Section 15.1** above, by a standard fire and standard extended coverage policy and public liability insurance in an amount and with such deductions as Landlord considers appropriate. Landlord may, but shall not be obligated to, take out and carry any other form or

forms of insurance as it or Landlord's Mortgagees may determine advisable. Notwithstanding any contribution by Tenant to the cost of insurance premiums, as provided herein, Tenant acknowledges that it has no right to receive any proceeds from any such insurance policies carried by Landlord. Landlord will not have to carry insurance of any kind on any of the Tenant's leasehold improvements, on Tenant's furniture or furnishings, or on any of Tenant's fixtures, equipment, improvements, or appurtenances under this Lease; and Landlord shall not be obligated to repair any damage thereto or replace the same.

SECTION 15.3. WAIVER OF CLAIMS AND SUBROGATION RIGHTS

[Intentionally deleted]

ARTICLE XVI - INDEMNITY AND HOLD HARMLESS

SECTION 16.1. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENANT AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS LANDLORD, AFFILIATED COMPANIES OF LANDLORD, AND ANY SUCCESSORS, ASSIGNS, HEIRS, PERSONAL REPRESENTATIVES, DEVISEES, AGENTS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES OF ANY OF THE ABOVEMENTIONED PARTIES (COLLECTIVELY REFERRED TO HEREIN AS "INDEMNITEES") FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS, AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES, AND COSTS OF INVESTIGATION) OF ANY NATURE, KIND OR DESCRIPTION ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (1) OCCURRING ON, IN, OR ABOUT THE LEASED PREMISES, OR (2) BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF TENANT OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, SERVANT, CONTRACTOR, SUBCONTRACTOR, OR TENANT OF TENANT, OR (3) BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OF TENANT UNDER THIS LEASE (COLLECTIVELY REFERRED TO HEREIN AS "LIABILITIES") IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY INDEMNITEE IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, TENANT, ON NOTICE FROM LANDLORD, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT TENANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO LANDLORD. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY TO ALL ACTIVITIES OF TENANT WITH RESPECT TO THE LEASED PREMISES, BUILDING OR COMPLEX, WHETHER OCCURRING BEFORE OR AFTER THE COMMENCEMENT DATE OF THE LEASE TERM, OR BEFORE OR AFTER THE EXPIRATION OR TERMINATION OF THIS LEASE. TENANT'S OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEES BENEFIT ACTS. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS LEASE TO THE EXTENT ANY SUCH DAMAGE OCCURS PRIOR TO SUCH TERMINATION.

SECTION 16.2. LIMITATION OF LIABILITY

Any liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Landlord's interest in the Building, and Landlord shall not be personally liable for any deficiency. Tenant hereby expressly waives such liability.

ARTICLE XVII - DEFAULT

SECTION 17.1. DEFAULT BY TENANT

The occurrence of any one or more of the following events ("Event(s) of Default") shall be a default and breach under this Lease by Tenant:

a) The failure by Tenant to make timely payment of any sum to be paid by Tenant under this Lease, and the continuation of such failure for five (5) days after delivery of written notice to Tenant.

b) The failure by Tenant to perform any of the other covenants or conditions which Tenant is required to observe and to perform pursuant to the terms of this Lease, and the continuation of such failure for ten (10) days after delivery of written notice to Tenant.

c) The vacating or abandonment of the Leased Premises by Tenant.

d) The making by Tenant or any guarantor of this Lease of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant or any guarantor of this Lease of a petition or order for relief under any laws relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or any guarantor of this Lease, the petition is dismissed within sixty (60) days); or the appointment of a trustee, custodian, or receiver to take possession of substantially all of Tenant's assets or the assets of any guarantor of this Lease or of Tenant's interest in this Lease where possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this Lease unless discharged within thirty (30) days.

e) Sale, conveyance, mortgage, pledge, assignment, sublease, or other transfer or encumbrance, or any attempt to do so, in violation of **Article X**.

f) Tenant's failure to deliver the estoppel certificate required under **Section 12.3**, or any written instrument required under **Section 12.1** within the time required.

g) A default under or the revocation of any guaranty of Tenant's obligations under this Lease.

h) Tenant's failure to self-insure or maintain the insurance policies as required under **Section 15.1** of this Lease.

The defaults specified in Subparagraph (c) through (g) shall not be curable by Tenant.

SECTION 17.2. REMEDIES FOR DEFAULT

Upon the occurrence of an Event of Default as specified in **Section 17.1** above, Landlord may, at any time thereafter, with or without notice or demand:

a) terminate this Lease, in which event Tenant shall immediately surrender possession of the Leased Premises to Landlord;

b) enter upon and take possession of the Leased Premises and expel or remove Tenant, and any other occupant, therefrom with or without having terminated the Lease;

c) alter the locks and other security devices at the Leased Premises as set forth in **Section 17.3** below (to the extent permitted by law); and

d) exercise any right or remedy available to Landlord at law or in equity for the breach of this Lease.

(1) The exercise by Landlord of any one or more remedies hereunder granted or otherwise available following an Event of Default shall not be deemed to be an acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant.

(2) In the event the Landlord elects to enter upon and/or take possession of the Leased Premises, Landlord shall not be liable to prosecution or any claim for damages therefore.

(3) In the event Landlord elects to terminate this Lease or to repossess the Leased Premises by reason of an Event of Default, then, notwithstanding any such termination or repossession, Tenant shall be liable for and shall pay to Landlord, the sum of all rent and other indebtedness accrued to the date of such termination or repossession (including interest thereon from the due date thereof at the highest lawful rate), plus, as damages, an amount equal to the sum of (i) the costs of recovering the Leased Premises, and (ii) the rent reserved hereunder for the remaining portion of the Lease Term diminished by any net sums thereafter received by Landlord through reletting the Leased Premises during said period after deducting the cost of recovering possession and all the costs and expenses of such decorations, repairs, changes, alterations and additions and expenses of such reletting (including brokerage fees) and the collection of the rent accruing from any such reletting; however, except as otherwise provided by applicable law, Landlord shall have no duty to relet the Leased Premises and Landlord's failure to do so shall not release or affect Tenant's liability for the rental reserved hereunder or damages.

(4) In the event of reletting, Landlord may relet the whole or any portion of the Leased Premises for any period, to any tenant, and for any use and purpose. In no event shall Tenant be entitled to any excess of any rent obtained by reletting over and above the rent herein reserved.

(5) If Tenant should fail to make any payment or cure any Event of Default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such Event of Default, may make such payment and/or remedy such Event of Default for the account of Tenant (and enter the Leased Premises for such purpose without liability for damages or trespass), and thereupon Tenant shall be obligated to, and hereby agrees to, pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action, together with interest thereon from the date same are paid to Landlord until repaid at *The Wall Street Journal's* prime lending rate plus five (5) percentage points (i.e., 500 basis points) not to exceed the maximum lawful rate and Landlord shall not be liable for any damages suffered by Tenant from such action.

(6) No re-entry or taking possession of the Leased Premises by Landlord shall constitute an election by Landlord to terminate this Lease, unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting, re-entry, or taking possession, Landlord may at any time thereafter terminate this Lease for any then continuing default. Landlord's acceptance of Base Rental following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No waiver by Landlord of any breach of this Lease shall constitute a waiver of any other violation or breach of any of the terms hereof. Forbearance

by Landlord to enforce one or more of the remedies herein provided upon a breach hereof shall not constitute a waiver of any other breach of the Lease.

(7) No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord, nor shall any custom or practice which may develop between the parties in the administration of the terms of this Lease be construed to waive or lessen Landlord's right to insist upon strict performance of the terms of this Lease. The rights granted to Landlord in this Lease shall be cumulative of every other right or remedy which Landlord may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

SECTION 17.3. LOCKOUT

Upon the occurrence of an Event of Default Landlord may alter and/or change all locks or other security devices at the Leased Premises in connection with any entry upon the Leased Premises by Landlord or otherwise. Landlord may lock out, expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof without being liable for prosecution or any claim for damages therefor. If Landlord alters or changes any lock or other security device, Landlord shall place a written notice on the main entrance of the Leased Premises stating the name and location or telephone number of the person from whom the new key, combination or means of access may be obtained. The new key, combination or means of access shall be provided only during Landlord's regular business hours and Landlord shall not be required to provide to Tenant such new key, combination or means of access unless and until Tenant has cured all defaults hereunder. The provisions of this **Section 17.3** supersede all provisions of Section 93.002 of the Texas Property Code (or any successor thereto). No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter terminate this Lease for a previous default.

ARTICLE XVIII - GENERAL PROVISIONS

SECTION 18.1. SIGNS

Tenant shall not place any sign on the Leased Premises, the Building, or the Complex, or which is visible from anywhere outside of the Leased Premises, without Landlord's prior written consent.

SECTION 18.2. NAME OF BUILDING

Landlord reserves the right to change the name and address of the Building from time to time as Landlord shall deem proper without liability to Tenant. Tenant shall not, without the prior written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Leased Premises, nor shall Tenant do or permit the doing of anything in connection with Tenant's business of advertising which in the judgment of Landlord may reflect unfavorably on Landlord or the Building or confuse or mislead the public as to any apparent connection or relationship between Landlord, the Building, and the Tenant.

SECTION 18.3. OBSERVANCE OF RULES AND REGULATIONS

Tenant and its servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with the rules and regulations attached to this Lease as **Exhibit B**. Landlord shall at all times have the right to make changes in and additions to such rules and regulations. Any failure by Landlord to enforce any of the rules and regulations now or hereafter in effect, either against Tenant or any other tenant in the Building, shall not constitute a waiver of any such rules or regulations. Landlord shall not be responsible to Tenant for the failure or refusal by any other tenant, guest, invitee, visitors, or occupant of

the Building to comply with any of the rules and regulations. In the event of any conflict between **Exhibit B** and the terms of this Lease, the terms of the Lease shall prevail.

SECTION 18.4. ATTORNEYS' FEES

In the event Tenant defaults in the performance of any of the terms, conditions, or agreements contained in this Lease and the Landlord places the enforcement of this Lease, or any part hereof, or the collection of any rent or recovery of the possession of the Leased Premises, in the hands of an attorney who files suit upon the Tenant, the Tenant agrees to pay the Landlord's reasonable attorneys' fees.

SECTION 18.5. NON-WAIVER

Failure of Landlord to declare any Event of Default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such Event of Default, but Landlord shall have the right to declare any Event of Default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity.

SECTION 18.6. NOTICES

Each provision of this Lease, or of any applicable governmental laws, ordinances, regulations, rules and other requirements with reference to the sending, mailing or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

a) All rent and other payment required to be made by Tenant to Landlord hereunder shall be payable to Landlord in Bexar County, Texas, at the address set forth below, or at such other address as Landlord may specify from time-to-time by written notice delivered in accordance herewith;

b) Any notices required or permitted to be given under this Lease shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), or mailed by USPS certified or registered mail, return receipt requested, in a postage pre-paid envelope, and addressed as follows:

Landlord	AVENIDA GUADALUPE ASSOCIATION President/CEO – Gabriel Q Velasquez 1313 Guadalupe St, Suite 200 San Antonio, TX 78207 Email: gqvelasquez@avenidaguadalupe.org Telephone: 210-223-3151
Tenant	SAISD Real Estate Manager – Leticia Mejia 1270 W Summit Ave San Antonio, TX 78201 Email: lmejia2@saisd.net Telephone: 210-554-2420 Ext 43129

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, and notices sent via certified mail in accordance with the foregoing shall be deemed given when deposited in the United States Postal Service.

SECTION 18.7. PRESUMPTIONS

This Lease shall be construed without regard to any presumption or other rule requiring construction against the party drafting the document because Landlord has given Tenant reasonable opportunity to review and revise same. It shall be construed neither for nor against Landlord or Tenant, but shall be

given reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

SECTION 18.8. LEGAL INTERPRETATION

This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The determination that one or more provisions of this Lease is invalid, void, illegal or unenforceable shall not affect or invalidate the remainder. All obligations of either party requiring any performance after the expiration of the Lease Term shall survive the expiration of the Lease Term and shall be fully enforceable in accordance with those provisions pertaining thereto.

SECTION 18.9. AMENDMENTS; BINDING EFFECT

This Lease may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

SECTION 18.10. NUMBER AND GENDER; CAPTIONS

The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other. The section headings contained in this Lease are for convenience only and shall not enlarge or limit the scope of meaning of the various and several sections hereof.

SECTION 18.11. AUTHORITY; JOINT AND SEVERAL LIABILITY

If Tenant signs as a corporation, limited partnership, limited liability company or any other type of entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant is duly organized and existing, that Tenant has and is qualified to do business in the State of Texas, that the Tenant has full right and authority to enter into this Lease, and that all persons signing on behalf of the Tenant are authorized to do so by appropriate actions. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. If there be a guarantor of Tenant's obligations hereunder, the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor and Landlord need not first proceed against the Tenant hereunder before proceeding against such guarantor, nor shall any such guarantor be released from its guaranty for any reason whatsoever, including without limitation, in case of any amendments hereto, waivers hereof or failure to give such guarantor any notice hereunder.

SECTION 18.12. FORCE MAJEURE

Whenever a period of time is herein prescribed for action to be taken by Landlord (or Tenant), Landlord (or Tenant) shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to epidemic or public restrictions due to epidemic, strikes, riots, Acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the control of Landlord (or Tenant).

SECTION 18.13. GOVERNING LAW; VENUE

This Lease shall be governed by and construed in accordance with the laws of the State of Texas. Any suit arising from or relating to this Lease shall be brought in Bexar County, Texas. Notwithstanding this Lease or any provision in this Lease, Tenant does not waive is governmental powers, defenses and immunities to which it is entitled under Texas law, and all fiscal or fiscally related obligations undertaken by Tenant are subject to appropriation by Tenant's governing body.

SECTION 18.14. CROSS-DEFAULT

In the event that at any time during the Lease Term Tenant is occupying other space owned by Landlord pursuant to another lease or leases (referred to herein as "Other Leases"), then a default under this Lease shall constitute a default under the Other Leases and vice versa.

SECTION 18.15. TIME OF ESSENCE

Time is of the essence in the performance of all of the obligations hereunder.

SECTION 18.16. NO PARTNERSHIP

Nothing herein contained shall be deemed or construed by the parties hereto, nor by a third party, to be a creation of the relationship of principal and agent, or of partnership, or of joint venture between the parties. Neither computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

SECTION 18.17. RECORDATION

Tenant shall not record this Lease or a short form memorandum hereof without the prior written consent of Landlord.

SECTION 18.18. MEDIATION OF DISPUTES

In the case of any and all claims or disputes arising between or among Landlord and Tenant, if such parties are unable to resolve the matter within a reasonable period of time, each hereby agrees to submit such claim or dispute to mediation in accordance with the rules and procedures set forth in Chapter 154 of the Texas Civil Practice and Remedies Code, as amended from time to time. Landlord and Tenant hereby agree that all such claims and/or disputes will be submitted to mediation before any lawsuit is filed, or other formal action is taken, to resolve such claim or dispute by or through the litigation or arbitration processes; provided, however, that the provisions hereof shall not prevent any party from filing a lawsuit, or taking any other action, as may be necessary to preserve the legal rights of that party from impairment or extinction under any applicable statute of limitation, or other similar statute or rule of law. Landlord and Tenant hereby agree to give the other written notice of any claim or dispute which Landlord or Tenant desire to submit to mediation under the procedures contained herein. Upon the giving of such written notice, Landlord and Tenant shall first seek to agree on the person or persons who shall function as the mediator or mediators in connection with the mediation proceeding. If, after a reasonable period of time, Landlord and Tenant are unable to agree on a suitable mediator, they shall request the judge of the Presiding Court of Bexar County, Texas, to appoint a duly qualified mediator to conduct the mediation. Landlord and Tenant shall bear equally the fees charged by the mediator and other associated costs of the mediation process. In connection with any such mediation, Landlord and Tenant hereby agree to make a good faith effort to settle their disputes and resolve any claims through the mediation process. If, however, after a good faith effort to resolve any such dispute or claim through mediation, no settlement, or resolution is achieved, Landlord and Tenant shall be free to initiate litigation or to take whatever other action they may desire or deem appropriate in the circumstances.

SECTION 18.19. WAIVER OF JURY TRIAL

Tenant and Landlord hereby waive any and all rights which it may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

SECTION 18.20. BROKERS

Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this Lease and that no broker, agent or other person brought about the execution of this Lease. Tenant agrees to indemnify and hold Landlord harmless from and against any claim by any broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this Lease. The provisions of this **Section 18.20** shall survive the termination of this Lease.

SECTION 18.21. WAIVER OF LIEN BY TENANT

Tenant shall have no right, and Tenant hereby expressly waives and relinquishes all rights which Tenant might otherwise have, to claim any nature of lien against the Building or to withhold, deduct from, or offset against Base Rental, additional rent or other sums to be paid to Landlord by Tenant hereunder.

SECTION 18.22. SUBMISSION OF LEASE

The submission of this Lease to Tenant or its broker, agent, or attorney for review or signature does not constitute an offer to Tenant to lease the Leased Premises or grant an option to lease the Leased Premises. This document shall not be binding unless and until it is executed and delivered by both Landlord and Tenant.

SECTION 18.23. FINANCIAL REPORTS

Within fifteen (15) days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements. Tenant will discuss its financial statements with Landlord and will give Landlord access to Tenant's books and records in order to enable Landlord to verify the financial statements. Landlord will not disclose any aspect of Tenant's financial statement that Tenant designates to Landlord as confidential except (1) to Landlord's lenders or prospective purchasers of the project, (2) in litigation between Landlord and Tenant, and (3) if required by court order.

SECTION 18.24. DTPA WAIVER

TENANT AGREES THAT TENANT IS WAIVING TENANT'S RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. THIS WAIVER IS MADE AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION AND TENANT VOLUNTARILY CONSENTS TO THIS WAIVER. Tenant hereby represents and warrants to Landlord that (i) Tenant is not in a significantly disparate bargaining position in relation to Landlord, (ii) Tenant is represented by legal counsel of Tenant's own choice and designation in connection with this Lease, and (iii) Tenant is leasing the premises for business and commercial purposes and not for use as a residence.

SECTION 18.25. OTHER PROVISIONS

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

SECTION 18.26. EXHIBITS

The following exhibits are attached hereto and incorporated herein and made a part of this Lease for all purposes:

Exhibit A-1	Legal Description
Exhibit A-2	Leased Premises
Exhibit B	Rules and Regulations
Exhibit C	Tenant's Consent to Office Lease and Funding Agreement with City of San Antonio
Exhibit D	Renewal Option

In the event a provision of an Exhibit or Addendum, if any, attached hereto shall be inconsistent with a provision in the body of this Lease, the provision as set forth in the Lease shall control.

SECTION 18.27. ENTIRE AGREEMENT

WITH RESPECT TO THE SUBJECT MATTER OF THIS LEASE, THIS LEASE AND ANY CONTEMPORANEOUS WORK LETTER, ADDENDA OR EXHIBITS SIGNED BY THE PARTIES, CONSTITUTE THE ENTIRE, COMPLETE AND FINAL EXPRESSION OF THE AGREEMENT OF THE PARTIES HERETO AND SUPERSEDE ALL PRIOR WRITTEN AGREEMENTS AND ALL PRIOR AND CONTEMPORANEOUS ORAL AGREEMENTS, UNDERSTANDINGS AND NEGOTIATIONS. LANDLORD AND TENANT AGREE THAT THERE ARE AND WERE NO VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS, OR PROMISES PERTAINING TO LANDLORD AND TENANT AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER KIND ARISING UNDER THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

AVENIDA GUADALUPE ASSOCIATION, a
Texas Non-profit Corporation

By: _____
Gabriel Q. Velasquez, President/CEO

TENANT:

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

EXHIBIT A-1 (LEGAL DESCRIPTION)

TO THE
OFFICE LEASE AGREEMENT BETWEEN

AVENIDA GUADALUPE ASSOCIATION, (LANDLORD)
AND
SAISD, (TENANT)

NCB 2437 BLK D LOT S 78.5 FT OF 33
Also known as 1313 Guadalupe St, San Antonio, Bexar County, TX 78207

EXHIBIT A-2 (LEASED PREMISES)

TO THE
OFFICE LEASE AGREEMENT BETWEEN

AVENIDA GUADALUPE ASSOCIATION, (LANDLORD)
AND
SAISD, (TENANT)

LEASED PREMISES

[Floor Plan to be attached]

EXHIBIT B (RULES AND REGULATIONS)

TO THE
OFFICE LEASE AGREEMENT BETWEEN

AVENIDA GUADALUPE ASSOCIATION, (LANDLORD)
AND
SAISD, (TENANT)

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or their officers, agents, servants, and employees, or used for any purpose other than ingress and egress to and from the Leased Premises and for going from one part of the Building to another part of the Building.

2. The Building toilet rooms, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or those employees or invitees, shall have caused it.

3. Except as set forth in the Lease, Tenant shall not paint, display, inscribe, maintain, or affix any sign, picture, advertisement, notice, lettering, or direction on any part of the outside or inside of the Building, or on any part of the inside of the Leased Premises which can be seen from the outside of the Leased Premises, except on hallway doors of the Leased Premises, and then only building standard graphics approved by Landlord. This is to include window coverings visible from the exterior, unless Landlord gives specific written approval. Landlord reserves, without liability or notice to tenants, the right to remove at tenant's expense all signage which violates this rule.

4. Directories will be placed by Landlord at Landlord's expense, in conspicuous places in the Building. No other directories will be permitted.

5. The Leased Premises shall not be used for conducting any barter, trade, or exchange of goods or sale through promotional give-away gimmicks or any business involving the sale of second-hand goods, insurance salvage stock, or fire sale stock, and shall not be used for any auction or pawnshop business, any fire sale, bankruptcy sale, going-out-of-business sale, moving sale, bulk sale, or any other business which, because of merchandising methods or otherwise, would tend to lower the first-class character of the Building.

6. Tenants shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, otherwise injure or annoy, other tenants, or do anything in conflict with valid pertinent laws, rules or regulations or any governmental authority.

7. Tenants shall not place a load upon any floor of the Leased Premises which exceeds the floor load per square foot which such floor was designated to carry or which is allowed by applicable building code.

8. Landlord shall have the power to prescribe the weight and position of safes or other heavy equipment which may overstress any portion of the floor. All damage done to the Building by the improper placing of heavy items which overstress the floor will be repaired at the sole expense of the Tenant.

9. A tenant shall notify the Landlord when safes or other equipment are to be taken into or out of the Building. Moving of such items shall be done under the supervision of the Landlord, after receiving written permission from Landlord.

10. All entrance doors to the Leased Premises shall be left locked and all windows shall be left closed by Tenant when the Leased Premises are not in use. Corridor doors shall not be left open at any time.

11. All deliveries must be made via the service entrance and designated service elevators (if available) during normal business hours. Prior approval must be obtained from Landlord for any deliveries that must be received after normal business hours.

12. Each tenant shall cooperate with Building employees in keeping the Leased Premises neat and clean and operating efficiently.

13. No dust, rubbish, or litter shall be swept from any room into any of the corridors, except under the direction of the janitor nor shall the same, or anything else, be thrown or emptied from any of the windows or elevator shafts of the Building, and no ashes, coffee grinds, dirt or other rubbish shall be emptied into the water closets. Tenants shall provide adequate waste and rubbish receptacles, such as plastic bags, to be placed in their own waste and rubbish receptacle to accommodate the disposal of ashes and coffee grinds. Cigarette butts or wrappers will be placed in trash receptacles provided by the Landlord in public designated smoking areas.

14. Tenant will refer all contractors, contractors' representatives, and installation technicians rendering any service for Tenant, to Landlord for Landlord's supervision and/or approval before performance of any such contractual services. This requirement shall apply to all work performed in the Building including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, electrical wiring, equipment, or any other physical portion of the Building. None of this work will be done by Tenant without Landlord's prior written approval.

15. Tenants shall not make or permit any improper noises in the Building, or otherwise interfere in any way with other tenants, or persons having business with them.

16. No equipment of any kind shall be operated on the Leased Premises that could in any way annoy any other tenant in the Building without written consent of Landlord.

17. Computer equipment and mechanical equipment belonging to any tenant which cause noise and/or vibration that may be transmitted to the structure of the Building or to any leased space so as to be objectionable to Landlord or any other tenants in the Building shall be placed and maintained by such tenants, at such tenant's expense, in settings of cork, rubber, or spring type noise and/or vibration eliminators sufficient to eliminate vibration and/or noise.

18. Tenant shall not place, install, or operate on the Leased Premises or in any part of the Building, any engine, stove, appliance, or machinery, or conduct mechanical operations or cook thereon or

therein, or place or use in or about the Leased Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any other inflammable, explosive, or hazardous material without the prior written consent of Landlord.

19. At Landlord's discretion, Landlord may hire security personnel for the Building. On Sundays, legal holidays, and on other days after normal working hours, persons will not be allowed access to the Building, or to the halls, corridors, elevators, or stairways in the Building, or to the Leased Premises unless the persons seeking access are known to the security personnel, if any, on duty or present satisfactory identification to such security personnel. Persons permitted to enter the Building on Sundays, holidays and after normal working hours on other days will be requested to sign the log book on entering and also when leaving the building. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

20. Landlord has the right to evacuate the Building and prevent access thereto in the event of emergency or catastrophe.

21. If any governmental license or permit shall be required for the proper and lawful conduct of a tenant's business, such tenant, before occupying the Leased Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection and shall at all times comply with the terms of any such license or permit.

22. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules of the Building.

23. No birds, animals, bicycles, or motorized vehicles shall be brought into or kept in or about the Building.

24. Landlord has provided electrical outlets for use by the Tenant in the operation of Tenant's computer, typewriters, adding machines, and such other office machines requiring 110 voltage and all other uses of electricity are prohibited unless otherwise authorized by Landlord, and Tenant shall be responsible for any and all damage caused by the prohibited use of electricity. Any use of electrical extension cords will comply with applicable Building Code Regulations with respect to length and type of service.

25. Movement in or out of the Building of furniture or office equipment, telegraphic, telephonic, or any other communication service, or receipt by Tenant of any merchandise or materials which requires the use of elevators or stairways, or movement through the Building entrances or lobby shall be restricted to the hours designated by Landlord from time to time. All such movement shall be as directed by Landlord and in a manner to be agreed upon between Tenant and Landlord by prearrangement before performance. Such prearrangement initiated by Tenant shall include reasonable determination by Landlord as to time, methods, and routing of movement, and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other items from being brought into the Building. Tenant expressly assumes all risk of damage to any and all articles moved by Tenant, as well as injury to any person or persons or the public engaged or not engaged in such movement, including equipment, property, and personnel of Landlord, if damaged or injured as a result of any acts in connection with carrying out this service for Tenant from the time of entering property to completion of the work; and Landlord shall not be liable for the act or acts of any person or persons so engaged in, or any damage or loss to any

property of persons resulting directly or indirectly from any act in connection with such service performed by or for Tenant.

26. The removal of furniture and office machines from the Building will require the presentation of a permit or written authorization by an authorized representative of the Landlord. Security Guards will have the right to challenge all persons leaving the Building with articles.

27. Tenant is cautioned in purchasing furniture that the size is limited to such as can be placed on the elevator and will pass through the doors of the offices. Large pieces should be made in parts and set up in the offices. The Landlord reserves the right to refuse to allow to be placed in the Building any furniture or fittings of any description which do not comply with such conditions.

28. Canvassing, soliciting, and peddling in the Building is prohibited without the written permission of Landlord and Tenant shall cooperate to prevent same.

29. The exterior of windows may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, etc., necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service.

30. No Tenant or occupant shall employ any janitor or other person to take care of premises occupied by them other than the regular cleaning personnel of the Building, except by prior written permission of the Landlord or its authorized agents.

31. Tenant will not introduce or place any foreign substance of any kind such as photographic fluids, lead substances (i.e., barium), or other chemicals into the plumbing and/or waste disposal of the Building which results in a surcharge which may be charged to the Landlord by any city, state, federal, or other governmental agency for the presence of these substances in the waste disposal.

32. Landlord will not be responsible for any lost or stolen personal property, equipment, money, or jewelry from Tenant's Leased Premises or public rooms regardless of whether such loss occurs when the area is locked against entry or not.

33. Tenant will not erect, attach, affix, or paint any temporary or permanent sign of any kind whatsoever at, in, or about the exterior or interior of the Leased Premises where such sign or other display is visible from the exterior of the Leased Premises except as may have been previously approved and consented to in writing by Landlord.

34. No nails, screws, hooks, or stickers shall be placed in or on the woodwork, partitions, or walls without the consent of Landlord.

35. No room or rooms shall be occupied as sleeping or lodging apartments at any time.

36. Personal property left on the Leased Premises at the expiration of the Lease may be stored or removed from the Leased Premises by Landlord at the full risk, cost and expense of the Tenant. Landlord shall in no event be responsible for the value preservation or safekeeping thereof. Any time after fifteen (15) days from the termination of this Lease, the Landlord shall sell any such personal property, and it shall be entitled to retain from the proceeds the amount of rent due, together with the cost of storage and the expense of the sale.

37. Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care, and cleanliness of the Building, the operation thereof, the preservation of good

order therein, and the protection and comfort of its tenants, their agents, employees, and invitees, which rules when made and notice thereof given to a Tenant shall be binding upon him in a like manner as if originally herein prescribed. In the event of any conflict, inconsistency, or other differences between the terms and provisions of these rules and regulations, as now or hereafter in effect and the terms and provisions of any lease now or hereafter in effect between Landlord and any tenant in the Building, Landlord shall have the right to rely on the terms or provisions in either such lease or such rules and regulations which is most restrictive on such tenant and most favorable to Landlord.

LANDLORD:

AVENIDA GUADALUPE ASSOCIATION, a Texas Non-profit Corporation

By: _____
Gabriel Q. Velasquez, President/CEO

TENANT:

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

EXHIBIT C (TENANT'S CONSENT TO COSA OFFICE LEASE AND FUNDING AGREEMENT)

TO THE
OFFICE LEASE AGREEMENT BETWEEN

AVENIDA GUADALUPE ASSOCIATION, (LANDLORD)
AND
SAISD (TENANT)

SAISD, ("Tenant") hereby assumes and agrees, for the benefit of the City of San Antonio ("City") and the Avenida Guadalupe Association, Inc. ("AGA") and in compliance with that certain Office Lease and Funding Agreement between the City of San Antonio and AGA dated September 10, 2009, to be bound by, and to perform the terms, covenants, and conditions of the Office Lease and Funding Agreement to be done, kept and performed by the AGA.

Tenant also hereby agrees to attorn to the City under the terms of the Office Lease and Funding Agreement.

This consent is provided in connection with that certain Office Lease Agreement dated June 1, 2022, between Tenant and the AGA. A copy of the subject Office Lease and Funding Agreement is found at the office of the Avenida Guadalupe Association, located at 1313 Guadalupe St, Suite 100, San Antonio, Texas 78207.

TENANT: **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: _____

Printed Name: _____
Title: _____

EXHIBIT D
TO THE
OFFICE LEASE AGREEMENT BETWEEN

AVENIDA GUADALUPE ASSOCIATION, INC. (LANDLORD)
AND
SAISD (TENANT)

RENEWAL OPTION

Tenant shall have and is hereby granted the option to extend the Lease Term hereof for TWO (2) additional periods of One (1) years each (the **"Renewal Period"**), provided (i) Tenant gives written notice to Landlord of Tenant's election to exercise such renewal option no earlier than Three (3) months and no later than two (2) months prior to the expiration of the last year of the Lease Term; (ii) no Event of Default has occurred during the Lease Term, and no event exists at the time of the exercise of such option or arises subsequent thereto, which event by notice and/or the passage of time would constitute an Event of Default if not cured within the applicable cure period; and (iii) Tenant has not assigned its interest in this Lease.

All terms and conditions of this Lease, including without limitation all provisions governing the payment of additional rent, shall remain in full force and effect during the Renewal Period, except that Base Rental payable during the Renewal Period for years June 1, 2023 – May 31, 2024 shall be calculated at $2,168.00 per month, and for year June 1, 2024 – May 31, 2025 shall be calculated at $2,250.00 per month. These amounts will be reduced to $2,000.00 a month with an agreed upon "In Kind" from Avenida Guadalupe Association. The calendar year in which the Renewal Period commences shall be used for purposes of determining Tenant's Proportionate Share of Operating Expenses, Taxes and Electricity Costs. Landlord shall not be obligated to make any improvements or alteration in or to the Leased Premises. There shall be no rental abatement during the Renewal Period.

Should the Lease Term be extended hereunder, Tenant shall execute an amendment modifying this Lease within ten (10) business days after Landlord presents same to Tenant, which agreement shall set forth the Base Rental for the Renewal Period.

LANDLORD:
AVENIDA GUADALUPE ASSOCIATION, a
Texas Non-profit Corporation

By: _____
Gabriel Q. Velasquez, President/CEO

TENANT:

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name & Title: _____

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Adult and Community Education
Board Meeting Date:	June 20, 2022
Agenda Title:	Approval of the Office Lease Agreement Between SAISD and Avenida Guadalupe Association
Presenter:	Dr. Johnny Vahalik, Assistant Superintendent for College, Career and Military Readiness
Cost:	No cost to SAISD
Board Goal:	Targeted focus on Post-Secondary Success: Increase the percent of graduates attending college and increase the percent that are college and career ready.

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
0	0	0	0	0	0

HISTORICAL DATA

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

Questions to consider: If a renewal, include data that supports this renewal Is this an expansion of the program? If so, why?	Is this a renewal? ☐Yes ☒ No This office space with Avenida Guadalupe Association located at 1313 Guadalupe Street will offer a strategic location next door to Margarita Huantes Learning Center. Having our main office in close proximity to our largest learning center will enable office staff to assist as needed for intake, assessment, and orientation. Texas Workforce Commission has authorized the use of grant funds for this space; therefore, there is no cost to the District.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding (MOU) Between SAISD and South Texas Electrical J.A.T.C.**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Johnny Vahalik, Assistant Superintendent for College, Career and Military Readiness

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and South Texas Electrical J.A.T.C. to provide the following courses and services: relevant workforce readiness skills, remedial technical/occupational mathematics instruction, effective study habits and test-taking strategies, and college and career transition support as agreed upon. South Texas Electrical J.A.T.C. is a five-year apprenticeship electrical program which recruits, and trains qualified electrical apprentices. The primary goal of this partnership is to provide Electrician Apprenticeship students with free remedial mathematics upskilling to retake the State of Texas Journeyman Electrician exam.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the proposed MOU with South Texas Electrical J.A.T.C. 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.
[X] SAISD will engage families and the community to be active partners in the education of our children.
[ ] SAISD will recognize the outstanding achievements of our students, staff, and community members.
[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.
[ ] SAISD will ensure fiscal health.
[ ] SAISD will facilitate a successful Bond initiative and its implementation.
[ ] 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
Adult and Community Education Program
&
South Texas Electrical J.A.T.C.

The following Memorandum of Understanding (The Agreement) establishes the terms of agreement between SAISD Adult and Community Education Program and the South Texas Electrical J.A.T.C.

WHEREAS, the parties are in the business of providing literacy and related adult educational services to individuals in the community, and such services include workforce literacy preparation/skill progression and academic remedial skills to pass technical/occupational knowledge based exams in the workplace.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby mutually agree as follows:

A. Responsibilities of Parties under this Agreement
The parties agree that the cost of services provided hereunder shall be contributed as an in-kind contribution to the program, except as noted.

1. Responsibilities of SAISD Adult and Community Education Program:

During the term of this Agreement, June 20, 2022 and continues in effect as long as both parties mutually agree, SAISD Adult and Community Education Program will:

a. Provide remedial mathematics instruction for workplace literacy/skills progression class online or in-person as agreed upon.
b. Provide effective study habits and test-taking strategies
c. Provide College and Career transition support and opportunities to attend workforce readiness skills workshops
d. Provide coordination and guidance for the adult education program.
e. Track participant data (i.e. attendance and progress) and provide to South Texas Electrical J.A.T.C. when requested.
f. Provide testing and learning materials to participants.
g. Provide staff development opportunities for staff providing instruction under this agreement.
h. Maintain regular communication with South Texas Electrical J.A.T.C. on the status of class and students.
i. Ensure performance measures compliance by Texas Workforce Commission.

1. **Responsibilities of South Texas Electrical J.A.T.C.**

During the term of this Agreement, the South Texas Electrical J.A.T.C. will provide:

a. Mentor instructor for remedial math prep class instructor
b. Outreach/recruitment of students for remedial math instruction.
c. Outreach and recruitment of no less than 10 students referred annually.
d. Provide books and supplemental materials that align with State of Texas Electrical mathematics curriculum
e. Provide classroom space, related amenities, and parking, as warranted by specific classes.
f. Coordination of program activities and existing organizations that provide additional services to individuals engaged in literacy and adult education services.
g. Cost of water, electricity, gas and janitorial services for the classroom at South Texas Electrical J.A.T.C.

B. Duration of Agreement

The MOU shall be effective upon signature by the Parties and remains in effect unless or until cancelled by either party. A party hereto may cancel this Agreement upon written notice to the other party. This agreement is subject to the availability of funding for SAISD and South Texas Electrical J.A.T.C.

C. Neither party hereto intends to waive its immunities in entering this Agreement or performing under this Agreement. This Agreement is not intended to be a joint enterprise for purposes of determining liability.

D. This Agreement supersedes all prior agreements, written or oral, between the parties and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof.

San Antonio Independent School District Adult & Community Education Program	South Texas Electrical J.A.T.C.
Signature:	Signature(s):
Name: Dr. Jaime Aquino	Name: John L. Martin Forrest Wilson Gary Aiken
Title: Superintendent	Title: Training Director Chairman Secretary
Date:	Date: 5/26/22

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	SAISD Adult and Community Education
Board Meeting Date:	June 20, 2022
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and South Texas Electrical J.A.T.C.
Presenter:	Dr. Johnny Vahalik, Assistant Superintendent for College, Career and Military Readiness
Cost:	No cost to SAISD
Board Goal:	Targeted focus on Post-Secondary Success: Increase the percent of graduates attending college and increase the percent that are college and career ready.
This MOU addresses the following:	☒Academics ☐Attendance ☐Behavior ☐Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
50+	1	0	0	0	0

HISTORICAL DATA

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

Questions to consider: If a renewal, include data that supports this renewal Is this an expansion of the program? If so, why?	Is this a renewal? ☐Yes ☒ No This is an expansion of the program. This memorandum of agreement with South Texas Electrical J.A.T.C. will increase the number of adult education students served in our community, increase measurable skills gains for our program, afford Electrician Apprenticeship students with free remedial mathematics upskilling to retake the State of Texas Journeyman Electrician exam, and enhance what is currently offered by South Texas Electrical J.A.T.C. to their clients by providing SAISD Adult Education workplace literacy/progression skills instruction in-person or online as agreed upon.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Institutional Agreement Between SAISD and the UP Partnership for a Future Ready Bexar County**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Johnny Vahalik, Assistant Superintendent of CCMR

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Institutional Agreement between SAISD and the UP Partnership for committing to a Future Ready Bexar County. A Future Ready Bexar County means that by 2030 the postsecondary enrollment of Bexar County high school graduates in a degree or credential program will increase to 70%. As a crucial partner, SAISD commits to tracking progress toward this goal, including key metrics relating to improving youth mental health and high school completion, increasing postsecondary success and living wage careers, and increasing youth leadership and power sharing. Through the Future Ready Bexar County Plan, SAISD will join the UP Partnership Board and Networks, the National Research Network, and other community leaders and partners in helping San Antonio and Bexar County become an accessible place for our youth to heal and to express their voices.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the Institutional Agreement between SAISD and the UP Partnership as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

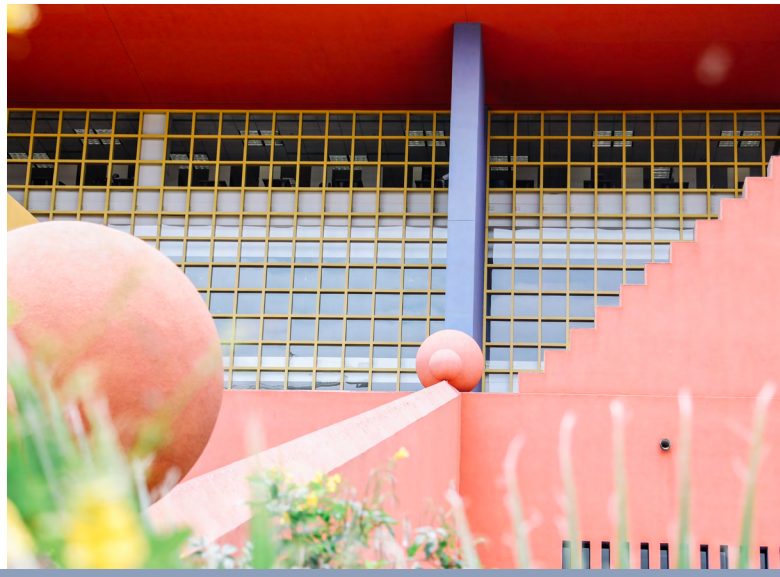
IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)

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









Future Ready Bexar County

Institutional Agreement

UP PARTNERSHIP
unlocking potential together

FUTURE READY PLAN
BEXAR COUNTY

Institutional Agreement for committing to a Future Ready Bexar County

Together, through shared commitment, we are pursuing a communitywide mission: to ensure all young people in Bexar County are ready for the future. As a partner in the Future Ready Bexar County Plan, our institution will help San Antonio and Bexar County to become a place where healing, voice and access are the norm for our children and young people, rather than isolation, punishment and disconnection.

Theory of Change

We believe by achieving strategic communitywide alignment, each and every young person in Bexar County will be future ready.

Shared Community Vision

A communitywide vision for 'Future Ready' young people as articulated by young people, practitioners and key institutions in Bexar County.

Young people will be Future Ready when

Healing	Access	Voice
All young people have the developmental relationships and healing supports they need	All young people can access the high quality education and career opportunities	The voices of young people are heard and their leadership potential is nurtured

Structure and Participation

UP Partnership will play the backbone role in supporting the plan's implementation, including data measurement and coordination, continuous improvement supports, leadership coaching and convening. For partners in Diplomás, Excel Beyond the Bell San Antonio, My Brother's Keeper San Antonio, and/or Our Tomorrow, Future Ready Bexar County Plan, which will be referred to in this agreement as "Future Ready Plan," reinforces rather than replaces established strategic priorities.

Importantly, the plan also extends well beyond UP Partnership's own networks. It integrates priorities from other collaborative efforts for children and young people, such as ReadyKid SA, SA Digital Connects, greater:SATX's Regional Economic Competitiveness Plan, the Workforce Solutions Alamo 2021-2024 plan, and the overarching community vision held by SA2020 which calls for investment in all students, leading edge education and the cultivation of critical thinkers and problem solvers. The Future Ready Plan is also intended to support major community initiatives, such as the Alamo Area Community Network, AlamoPromise, the ASPIRE Partnership, UTSA BoldPromise, Corporate Partners for Racial Equity, SA Ready to Work and the United Way's Impact Councils. To learn more about The Future Ready Plan visit www.uppartnership.org.

Future Ready Leadership Table	Monitors cross-sector implementation, ensures high-fidelity participation, functions as a Speakers Bureau, advances shared advocacy where allowable, and supports neighborhood place-based collaboration. The table meets quarterly and will be composed of leading executives in major child, youth and young adult serving institutions across Bexar County. *Examples of leadership table members include Superintendents, University and Foundation Presidents, City and County Department Directors, designated representatives from nonprofit agencies and C-Suite appointees from local corporations.*
UP Partnership	As the backbone organization, UP Partnership convenes the Future Ready Leadership Table and leads intermediaries, supports aligned communications through a Communications Council, and supports data measurement through a Data Support Council. UP Partnership will also help to build the capacity of partners to successfully carry out their commitments in this agreement through its continuous improvement and/or leadership coaching efforts.
Direct Service Organizations	Lead the way through excellent practice that expands young people's Healing, Access and Voice in alignment with this agreement. These partners will come from sectors including early childhood, PreK12, postsecondary institutions, youth development, workforce development providers, employers and local government.
Intermediary Organizations	Intermediaries will meet quarterly in advance of the Future Ready Leadership Table. They will be key advisors in the identification and selection of priority strategies for investment, scaling, and sustainability. These intermediaries influence relevant practices and policies through funding, capacity building, and/or network organizing. They will support cross-sector participation, monitor relevant data and help to identify best practices, and prepare briefings for the Future Ready Leadership Table. These intermediaries influence relevant practices and policies through funding, capacity building, and/or network organizing. *Examples of intermediaries include the COSA City Manager's Office, ESC-Region 20, the San Antonio Area Foundation, SA Worx, Spurs Sports and Entertainment, Workforce Solutions Alamo and the United Way of San Antonio Bexar County.*

Collaborative Action

The North Star of our collective agreement is that by 2030, we will increase postsecondary enrollment of Bexar County High School graduates in a degree or credential program to 70%.

To ensure young people have:	...we aim to	...by	...always with a commitment to:
Healing	Increase youth mental health & high school completion	• Increasing high school completion from 91% to 95% • Increasing participation in quality out-of-school time programs by 75% • Reducing suspensions and expulsions by 50% • Reducing juvenile probation and detention by 25%	Eliminate disparities by race, ethnicity and geography
Access	Increase postsecondary success & living wage careers	• Increasing postsecondary enrollment from 54% to 70% • Increasing postsecondary completion to 60% • Decreasing percentage of disconnected young people • Increasing household access to affordable, high speed broadband and technology	
Voice	Increase youth voice leadership & power-sharing professionals	• Increasing number of young people contributing to problem solving and/or policy making in their communities • Increasing number of young people reporting more influence and power at decision-making tables	

All partners commit to achieving Future Ready outcomes by participating in the following ways from 2022 through at least 2025:

- We will collect and share the data needed to evaluate progress towards Future Ready outcomes.
- We will use data to develop and refine our programs and policies to drive towards equity and Future Ready outcomes.
- We will work with other Future Ready to advocate for policy changes where relevant, allowable and beneficial.
- We will work with other Future Ready partners to strengthen community resources as well as postsecondary and career pathways for young people.
- We will involve an intergenerational team from our organization to support the implementation of the Future Ready Plan.
- We will leverage financial and/or in-kind institutional resources to support the implementation of the Future Ready Plan, especially as it relates to our institution's formal commitments
- We will celebrate the progress of the Future Ready Plan through aligned communications led by UP Partnership by helping serve as potential spokespeople to media and share mutually agreed upon Future Ready Plan messaging through our own marketing channels.

These commitments will supported by the UP Partnership staff, monitored by the Future Ready Leadership Table and reinforced by the UP Partnership Board of Directors.

Every sector also has a unique role to play in creating more equitable systems and moving the needle for young people. Select at least one action in each pillar as appropriate to your sector and/or institutional role. Use the blank lines to capture actions your organization is already taking in each of the pillars, focusing on your highest priority initiatives. When capturing actions that are unique to your institution, you must also commit to at least one shared action in that pillar.

PreK-12 Partners

Healing	Access	Voice
☐ Expand on campus and community based mental health and wellness supports. ☐ Eliminate zero-tolerance discipline policies and practices. ☐ Increase training for personnel in restorative justice, trauma-informed care and developmental relationships. ☐ Strengthen continuity between school and OST efforts to prioritize developmental relationships, restorative justice, and mental wellness. ☐ Provide training for caring adults in relevant social-emotional learning approaches. ☐ Deepen partnerships with high quality out- of-school time organizations committed to developmental relationships and trauma-informed care.	☐ Expand college and career advising to focus on equity advancement, with a particular focus on boys and young men of color, Latinx students, Dreamers, Opportunity young people and justice- involved student participation. ☐ Increase parent/guardian engagement to support students' pursuit of college and postsecondary opportunities. ☐ Create bridges between high schools and postsecondary education partners to help students transition successfully between systems, foster supportive/mentor relationships, support academic achievement, and strengthen social and emotional learning. ☐ Provide referrals to homeless service and basic emergency services.	☐ Build student government capacity in core leadership skills and structure for meaningful authority and diverse representation; create peer learning opportunities across student governments across San Antonio. ☐ Implement student-involved policymaking and participatory budgeting (using a portion of the school budget). ☐ Include students on governing bodies (with voting rights, if possible) and create student advisory committees to engage diverse perspectives on key school and district-level decisions. ☐ Create student-led newspapers and empower student journalists to identify issues and advocate for solutions. ☐ Build capacity to ensure student leadership opportunities are inclusive, with specific efforts to engage historically marginalized populations.

Actively partner with other sectors to grow, diversify and retain the student-serving workforce, including engaging with students, teachers, youth development professionals and paraprofessionals in solution crafting.

Every sector also has a unique role to play in creating more equitable systems and moving the needle for young people. Select at least one action in each pillar as appropriate to your sector and/or institutional role. Use the blank lines to capture actions your organization is already taking in each of the pillars, focusing on your highest priority initiatives. When capturing actions that are unique to your institution, you must also commit to at least one shared action in that pillar.

Early Childhood Education Partners		
Healing	Access	Voice
☐ Expand mental health, substance abuse, and domestic violence services to families experiencing child abuse or child neglect. ☐ Increase parent and caregiver knowledge and understanding of age-appropriate developmental milestones through preventive and intervention programs. ☐ Partner with early childhood education centers to create a culture of child-centered and developmentally appropriate practices. ☐ Expand postpartum depression screening, stress management, coping, etc., as well as communication and developing appropriate engagement with the child during early childhood.	☐ Increase and maintain the number of quality early childcare slots with priority for children ages 0 to 3. ☐ Create or increase the opportunities to obtain food, expand the hours of food pantry outlets, and increase the number of locations across the city and county for all families, including those with non-traditional schedules. ☐ Increase access to prenatal care for at-risk mothers in segments of the community where there is an indication of need, especially for those working non-traditional hours. ☐ Provide referrals to homeless service and basic emergency services.	☐ Strengthen faith-based networks, educational institutions, hospitals, community agencies and business community to educate community on prevention and intervention, awareness and reporting of child abuse and child neglect. ☐ Create and strengthen opportunities for parents to participate on community advisory councils and building of local initiatives serving children and families. ☐ Ensure parent leadership opportunities are inclusive.

Actively partner with other sectors to grow and retain the student-serving workforce, including by engaging youth development professionals in solution crafting.
Note for small nonprofits: If your organization has limited staff then your selected actions can focus on just one pillar, as needed.

Signature Page

The undersigned agree to the shared commitment outlined in this agreement to serve as a partner of Future Ready Bexar County.

Future Ready Bexar County Partner	UP Partnership CEO
Partner Signature	UP Partnership CEO Signature
Date	Date

FUTURE READY PLAN BEXAR COUNTY

UP PARTNERSHIP
unlocking potential together

uppartnership.org

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	College, Career, and Military Readiness
Board Meeting Date:	June 20, 2022
Agenda Title:	Approval of the Institutional Agreement Between SAISD and the UP Partnership for a Future Ready Bexar County
Presenter:	Dr. Johnny Vahalik, Assistant Superintendent of CCMR
Cost:	$0
Board Goal:	#9: Increase the percent College, Career, & Military Ready (CCMR) #10: Increase the percent of graduates going to College
This MOU addresses the following:	☒Academics ☐Attendance ☐Behavior ☐Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
All HS students through various programs	150 Est.	All High Schools	$0	$0	$0

HISTORICAL DATA

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

Questions to consider: If a renewal, include data that supports this renewal Is this an expansion of the program? If so, why?	Is this a renewal? ☐Yes ☒ No This agreement allows SAISD to participate at the UP Partnership Future Leadership Table. The North Star of our collective agreement is that by 2030, we will increase postsecondary enrollment of Bexar County High School graduates in a degree or credential program to 70%. UP Partnership will play the backbone role in supporting the plan's implementation, including data measurement and coordination, continuous improvement supports, leadership coaching, and convening of institutions of higher education and school districts. The UP Partnership will: • Convene the Future Ready Leadership Table and leads intermediaries,

supports aligned communications through a Communications Council, and supports data measurement through a Data Support Council.

- Monitor cross-sector implementation, ensure high-fidelity participation, functions as a Speakers Bureau, advance shared advocacy where allowable, and supports neighborhood place-based collaboration.
- Build the capacity of partners to successfully carry out their commitments in this agreement through its continuous improvement and/or leadership coaching efforts.
- Lead the way through excellent practice that expands young people's Healing, Access and Voice in alignment with this agreement. These partners will come from sectors including early childhood, PreK12, postsecondary institutions, youth development, workforce development providers, employers, and local government.
- Promote other outcomes and indicators listed in the agreement.

SAISD BOARD AGENDA SUMMARY FORM

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

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Colleen Bohrmann, Executive Director of Early Childhood

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

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

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

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the OFSDP for Cooper Academy at Navarro for the 2022-2023 school year. In accordance with the Texas Education Code (TEC), §29.0821, a school district may modify its instructional calendar to provide a flexible year program to meet the educational needs of its students, including providing intensive instructional services.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

Cooper Academy at Navarro
OFSDP Appendix 3

1. **Describe the program goals and objectives.**
    a. Cooper Academy's goal is to assist students out of COHORT with credit attainment and credit retrieval. Students will receive wrap around services from academic counselor, social worker and family & community engagement (FACE) specialist.
2. **Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.**
    a. Monday – Friday, 8:30 am – 3:30 pm
    b. Tuesday, Wednesday, and Thursday, 3:31 pm – 8:00 pm
3. **Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.**
    a. Principal, Assistant Principals (2), Teachers (15), Monday and Friday, 8:00 am – 4:30 pm, Tuesday – Thursday, 8:00 am – 8:00 pm
    b. Counselor, Campus Testing Coordinator, Social Worker, Nurse, Special Education Clerk, Special Education Teacher Assistant, Counseling Clerk, Instructional Assistant, Registrar, Secretary, Attendance Clerk, Monday – Friday, 8:00 pm – 4:30 pm
    c. FACE, Monday & Wednesday, 7:30 am – 4:00 pm
    d. College Bound Advisor, and Financial Aid Advisor, Monday – Friday, 9:00 am – 1:00 pm
4. **Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.**
    a. Students are referred by their home campus via a google form. The home campus must identify any special programs the students are served in and the appropriate administrator will ensure the campus is able to meet the student's needs.
    b. The Cooper Academy administration will contact the home campus of the decision to accept or deny the students enrollment status.
    c. The Cooper Academy administration will contact the student's parent to notify the student is eligible and schedule a meeting to enroll the student and meet with the campus counselor.
5. **Indicate the estimated number of OFSDP students that will be served per teacher.**
    a. All OFSDP classrooms provide one instructor per 28 students. All OFSDP teachers service between 15 and 45 students throughout the day. Teachers that serve more than 25 students will have a 4-hour morning roster and a 4-hour afternoon roster. OFSD teachers that work during the evening classes on Tuesday, Wednesday and Thursday will have between 10 and 15 OFSDP students on the evening roster.
6. **If the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.**
    a. Cooper Academy at Navarro has a modified block schedule to account for the time requirements of each career and technology. Students participating in career and technology (CTE) courses have their time in and out recorded for non-CTE courses when they transition to and from their CTE courses. Upon attending their daily CTE course the students have their time in and out recorded on separate OFSDP attendance logs. Their CTE teacher is required to monitor the process throughout the day and

review for accuracy prior to daily submission to the attendance clerk. The attendance clerk is required to submit a separate CTE OFSDP attendance submission and generate separate CTE OFSDP reports for review, approval and submission on a weekly and 6-week cycle basis. The current CTE teacher holds the following CTE certification and CTE approval date:

a. Career and Technology Classroom Teacher Certification Business and Finance Grades (6-12)
b. Career and Technology Classroom Teacher Certification Technology Applications Grades (6-12)

b. Cooper Academy at Navarro has a modified block schedule to account for the time requirements of the special education program. Students participating in the special education program have their time recorded in and out for their courses when they transition to and from the classrooms. Students participating in the special education program are not pulled from their regular classroom, they are completely mainstreamed and receive services through itinerant support within the general education setting.
c. Students receiving pregnancy related services, while on homebound, are removed from the OFSDP attendance accounting process.

7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Explain the following:

a. How the classroom teacher will verify the number of instructional minutes a student receives each day. The attendance clerk delivers the OFSD attendance rosters to all homeroom teachers each morning. These OFSD attendance rosters are generated and printed from the software BI Platform (Crystal Reports). The BI Platform generates these reports based on students actively enrolled and scheduled to classes in our Frontline SIS (student information system). Teachers will keep track of the student entry and leave time (minutes) into each individual class during the day. At the end of each day the homeroom teacher submits the certified OFSD rosters, with a teacher signature, to the campus attendance clerk. The attendance clerk inputs the student's arrival time and departure time from each class into Frontline (student information system). This data is stored in Frontline tables by each individual student recording the date, teacher, time entering a class and time leaving a class.
b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding. All student entry and leave times will be entered into Frontline by the attendance clerk for each individual class based on the certified (with the teacher's signature) daily rosters. The Frontline system has been programed to sum up the minutes earn each day and only report the sum of minutes for funding if the sum is 45 minutes or greater and will only count a maximum of up to 600 minutes in one day. The calculations of minutes for each 6 weeks is verified by separate query and calculation during our summer PEIMS submission to confirm the system is calculating the minutes accurately. Campus administration and attendance clerk review OFSD weekly and cycle reports to ensure accuracy of data submitted.
c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSD (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days – Traditional Days Present x 240). Cooper Academy at Navarro follows an accelerated block schedule, students will only be enrolled in a course for one semester. Cooper Academy at Navarro operates for 5 accelerated periods each school day at 74 minutes per period.

The maximum time students can be enrolled in one course is less than the 10,800-minute maximum.

d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes. Students attending Cooper Academy at Navarro must be withdrawn form their sending campus before being enrolled at Cooper Academy at Navarro. Students' enrollment dates will be verified by the Campus Administration to ensure that students are not enrolled in a ADA campus and an OFSD on the same day.
e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook. Our OFSD program is not completely paperless. As described in 3a above, teacher will keep track of the students' time in and out of class on paper rosters throughout the day. The paper rosters and any attendance entry/correction will be maintained by day and retained in accordance with the Texas State Library and Archives Commission.
f. How Student Detail Audit reports for the OFSDP track will reviewed and certified each six-week attendance reporting period. Campus records will be audited by teachers and verified by the campus principal each 6 weeks to ensure the campus is complying with SAAH 11.6.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class audit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
    a. During our summer PEIMS submission, students that participate in both the traditional and OFSD programs will be checked to ensure the students are not being reported with over the 1 full ADA of 180 days. Traditional students that participate in the summer program have their time in and out recorded on a separate log, which is not used for OFSDP attendance submission. During the summer program, non-traditional students that participate in the OFSD program during the school year will participate in the OFSDP attendance submission process. Students will not receive more than 10,800 minutes per course and will not be simultaneously enrolled in the OFSDP and traditional programs.

Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year Click here to enter the school year

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4

Eligibility Designation

1 = TEC §29.081 At-Risk Students
2 = TEC §25.092 Minimum Attendance
3 = TEC §29.908 Early College High School
4 = TEC §39A.107 Campus Turnaround Plan
5 = Credit Recovery**
6 = TEC §29.081(e-1) Campus Dropout Recovery
7 = TEC §29.081(e-2) Online Dropout Recovery

School Year Period of Agreement

Reported in TSDS PEIMS Summer Collection 3

Program start date must be 30 days after application submission.

Program end date must not exceed the last day of the regular school calendar.

Summer Period of Agreement

Reported in TSDS PEIMS Extended Collection 4

**Credit Recovery - Designation 5

Summer period of agreement should not exceed 30 days or extend past July 31st.

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTHFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTHFS	Minutes Offered Per Day
015907024	COOPER ACADEMY AT NAVARRO	**1**	**2**			**5**			**300**	8/16/2022	6/1/2023	SUMTWTHFS	600	6/5/2023	7/5/2023	SUMTWTHFS	600
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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Affiliate Agreement Between SAISD and the San Angelo State University Department of Social Work and Sociology**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the affiliate agreement between SAISD and the San Angelo State University Department of Social Work and Sociology in support of social work interns. The partnership will provide critical, professional experience and learning opportunities for direct practice in individual, family, group work, and macro level skill building. The partnership is designed to expand family and student support services Districtwide.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the affiliate agreement with the San Angelo State University Department of Social Work and Sociology 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.
[X] SAISD will engage families and the community to be active partners in the education of our children.
[ ] SAISD will recognize the outstanding achievements of our students, staff, and community members.
[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.
[ ] SAISD will ensure fiscal health.
[ ] SAISD will facilitate a successful Bond initiative and its implementation.
[X] SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

AFFILIATION AGREEMENT FOR STUDENT CLINICAL EXPERIENCE

This Affiliation Agreement ("Agreement") is executed by and between Angelo State University, a public institution of higher education located in San Angelo, Texas, on behalf of its _Department of Social Work and Sociology _, ("University") and _San Antonio ISD__ ("Facility"). University and Facility may be referred to herein individually each as a "Party" or collectively as the "Parties."

Background

- Facility operates a licensed and accredited kindergarten through grade 12 instructional programs facilities at San Antonio, TX 78212.
- University enrolls students in an accredited school which requires clinical experience as part of the educational process.
- The Parties desire to advance the field of Social Work and aid in meeting the increasing demand for trained healthcare professionals and to make available better health care services to patients.
- The Parties agree it is of mutual interest and advantage that the students of the University be given an opportunity to utilize the programs and services at the Facility for clinical experience in their educational process as set forth in this Agreement.

Agreement

Now therefore, in consideration of the foregoing and in further consideration of the mutual benefits, the Parties agree as follows:

Article 1
Term and Termination

1.1 **Initial Term**. The original term of this Agreement is for one year beginning May, 01, 2022 and ending on April, 30, 2023.

1.2 **Renewal.** Upon expiration of the original term of this Agreement, this Agreement shall be automatically renewed on an annual basis, not to exceed four one-year renewals, or unless terminated by either Party.

1.3 **Termination.** Either Party may terminate this Agreement at any time with or without cause by providing thirty (30) days written notice to the other Party. Students assigned at Facility when termination notice is given shall be permitted to complete their current semester at University's option.

1.4 **Annual Review**. This Agreement must be reviewed and evaluated annually by University and Facility at least 2 months prior to expiration of the current term of this Agreement for the purpose of mutually agreed upon revisions which may be deemed advisable or necessary and which will be set forth in a written amendment to this Agreement executed by both Parties.

Article 2
Facility Responsibilities

Facility shall:

2.1 **Facility Use.** Allow the use of its facilities for the University student clinical experience requirement.

2.2 **Supervision.** Provide clinical staff supervision of students by currently licensed professionals in the field of expertise identified on page one.

2.3 **Confidentiality.** Make available access to patients and medical records for University faculty and students as part of the clinical experience requirement. Facility agrees that students who are participating in the practicum are part of Facility's workforce, as that term is defined under HIPAA regulations, and subject to confidentiality obligations applicable to Facility's employees and others under its control.

2.4 **Patient Care.** Maintain authority and responsibility for care given to its patients.

2.5 **Review.** Periodically review the clinical experience efforts and number of students to participate as mutually agreed by the Parties prior to the beginning of the clinical experience, and participate if requested by University in program review activities directed toward continuing program improvement.

2.6 **Administration.** Maintain authority and responsibility for policies, procedures, and administrative guidelines in the operation of the Facility. The Facility will provide for the orientation of University's participating students as so such policies, procedures and administrative guidelines. The Facility agrees to promptly inform the University of any changes in the Facility's policies, procedures, and/or staff that might adversely affect the field experiences of the student placed under this Agreement.

2.7 **Staff Participation**. Encourage its staff to participate in the educational activities of University.

2.8 **Removal Notice**. Facility agrees that it will give at least five (5) business days prior written notice to University if it desires to remove a student from the practicum assignment, except in an emergency or when immediate removal is necessary for safety of patients or others. Removal shall not be based on constitutionally impermissible reasons.

2.9 **Emergency Care**. Provide emergency medical care for students as needed, at student's expense.

2.10 **FERPA Requirements**. To the extent Facility generates or maintains educational records related to the participating students, the Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Facility to carry out the clinical experience. Facility agrees that it will not further disclose personally identifiable information about any student that it receives from University pursuant to this Agreement, unless the student consents in writing to such disclosure or unless Facility can otherwise legally disclose the information under FERPA. In consideration for the personally identifiable information, Facility expressly warrants and represents that it will not use the student information provided by University for any purpose other than to comply with the terms of its Agreement with University unless otherwise required by law.

2.11 **Insurance Requirements**. Provide proof that it maintains general liability insurance in an amount that is commercially reasonable.

Article 3
University Responsibilities

University Shall:

3.1 **Program Responsibility.** Maintain the authority and responsibility for education programs for its students which may be conducted at Facility.

3.2 **Faculty Liaison.** Provide a qualified faculty member to serve as a liaison for the student's learning experience at the Facility.

3.3 **Insurance.** Maintain professional liability insurance for its students during the term of this Agreement and any extensions thereof.

3.4 **Confidentiality.** Inform its students of the requirement to comply with applicable Facility policies and procedures, including confidentiality, and that publication or other disclosure by either University students or faculty of any information or material obtained as a result of this clinical experience is prohibited, unless prior written approval is obtained from University and Facility.

Article 4
General Provisions

4.1 **Amendment.** This Agreement may be amended in writing to include any provisions that are agreed to by the Parties.

4.2 **Governing Law; Venue.** This Agreement and all of the rights and obligations of the Parties and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas. Venue shall be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

4.3 **Assignment**. Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable without University's prior written agreement. Facility will not assign or sub-award any portion of the Agreement without University's prior written approval, which will not be unreasonably withheld.

4.4 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.

4.5 **Independent Contractor.** Nothing in this Agreement is intended nor shall it be construed to create an employer/employee relationship between contracting Parties or the students engaged in the practicum. The sole interest and responsibility of the Parties is that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. This Agreement does not form a joint venture or partnership. University will not be responsible for the Federal Insurance Contribution Act payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave. Facility is responsible for conduct of its business operation.

4.6 **Notices.** Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement shall be in writing and will be deemed served when personally delivered to the Party to whom these are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

San Antonio ISD
Attention: _____
Title:
Address: 514 W. Quincy Ave.
Address: San Antonio, TX 78212
Email Address:

Angelo State University
Archer College of HHS
Department: Social Work and Sociology
San Angelo, Tx 76909
socialwork@angelo.edu

4.7 **Entire Agreement; Modifications.** The Agreement supersedes all prior agreements, written or oral, between Facility and University and will constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except in writing signed by representatives of University and Facility with valid signature authority.

4.8 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

Angelo State University:

_____
Signature

_____
Name

_____
Title

_____
Date

San Antonio ISD:

_____
Signature

_____
Name

_____
Title

_____
Date

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Family & Student Support Services
Board Meeting Date:	June 20, 2022
Agenda Title:	Approval of the Affiliate Agreement Between SAISD and the San Angelo State University Department of Social work and Sociology
Presenter:	Victoria Bustos, Executive Director, Student and Academic Support Services
Cost:	$0
Board Goal:	Goal 1: Ensuring Proficiency
This MOU addresses the following:	☐Academics ☒Attendance ☒Behavior ☒Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
Approx. 60		1	-0-	-0-	--0-

HISTORICAL DATA

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

Questions to consider: If a renewal, include data that supports this renewal Is this an expansion of the program? If so, why?	Is this a renewal? ☐Yes ☒ No San Angelo State University will support social work intern placements in SAISD. University interns will provide direct practice services and current Licensed Master Social Workers will provide supervision resulting in diversified experiences in social work practices.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Renewal of the Memorandum of Understanding (MOU) for a Dual Credit Partnership Between SAISD and Texas A&M University San Antonio (TAMUSA)**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Liz Ozuna, Executive Director for College Readiness and Postsecondary Initiatives

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the renewal of the Memorandum of Understanding (MOU) for a Dual Credit Partnership between SAISD and Texas A&M University San Antonio (TAMUSA).

Currently, TAMUSA provides the opportunity for students at CAST Med to take core coursework in support of the campus mission of developing a pipeline of medical professionals and researchers in the San Antonio area. Students attend classes on the TAMUSA campus and take advantage of all University resources and services including instructional support. All courses taken are considered core courses which allows students to both transfer college hours earned and apply them to future college degrees.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the MOU for a Dual Credit Partnership between SAISD and Texas A&M University San Antonio.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Local funds 198-11-6222-00-028-38-878 $124,397 Student tuition, fees, and books

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

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

Memorandum of Understanding
For A Dual Credit Partnership
Between Texas A&M University-San Antonio
And San Antonio Independent School District

This Memorandum of Understanding ("MOU) is hereby entered into by and between Texas A&M University-San Antonio, a member of the Texas A&M University System, an agency of the State of Texas (hereinafter called "University'), acting by and through its President and the San Antonio Independent School District, a Texas political subdivision (college-goers called "District"), acting by and through its Superintendent.

Preamble

WHEREAS the parties to this MOU desire to establish a Dual Credit Partnership ("DC"), serving grades 9-12, and provide Concurrent Enrollment for Academic Dual Credit University courses for high school students for whom a smooth transition into post-secondary education is now problematic, including students who are first-generation college goers, students who have not had access to the academic preparation needed to meet college readiness standards, students for whom the cost of college is prohibitive, underrepresented minorities, and English language learners.

WHEREAS Dual Credit partnerships prepare high school students through the implementation of high school readiness standards for successful career and educational futures through full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates; and

WHEREAS both the District and University are willing and able to participate in the facilitation of this program to the benefit of the students the program seeks to assist;

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth herein, the parties agree as follows:

Statement of General Duties and Obligation

1. Governance

a. The DC established under Texas Education Code Sec. 28.009, and this MOU will be governed by state and federal laws and regulations, and District policies and requirements.

b. Except as expressly provided in the MOU, the District shall be responsible for the management and operation of the DC program.

c. An advisory committee composed of representatives from the University and District will meet twice a year to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise and make recommendations regarding more effective coordination and collaboration.

d. The school principal (chief administrative officer of the dual credit program) will be an employee of the District and not an employee of the University. The District will be responsible for payment of salary and benefits, if any, to the principal, and the principal shall not be entitled to receive salary or employee benefits from the University, including but not limited to unemployment compensation, Workers' compensation, health insurance, and retirement benefits. The District assumes full responsibility for all benefits including, but not limited to, workers' compensation, unemployment insurance, Social Security, Medicare and income taxes concerning the principal.

e. All DC instructors must meet state certification requirements in their subject area to teach in the State of Texas. DC faculty will be hired and evaluated by the University. All University instructors must meet the University's academic requirements for the Academic Dual Credit Courses. University faculty will be hired and evaluated by the University.

f. As used in this MOU, the term “partnership” (including all its derivatives) is used solely with the meaning of “collaboration” and is not intended to create, nor shall it create, any rights or obligations (other than those contractual obligations expressly provided in this MOU) under the laws of partnership of any jurisdiction. This MOU does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

2. Goals of the Dual Credit Program

In accordance with the provisions of Texas Education Code, Section 28.009 (b-1) and (b-2), the University and District jointly agree to establish and support the following goals for the dual credit program, in alignment with the goals established by the State of Texas:

Goal 1: The university and District will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies, including the following:

The university and District will collaborate to host information sessions for students and parents concerning dual credit opportunities, benefits, and cost. The university and District agree to maintain the most current information on their respective webpages concerning the dual credit program, including enrollment and fee policies. The university agrees to provide appropriate training to the high school and middle school counselors of the District on all pertinent aspects of the dual credit program at least once each academic year. The university and District agree to

collaborate on the marketing of the dual credit program and to guarantee the proper use of all branding of the other institution in any marketing or promotion of the program. The parties jointly agree to collaboratively develop a year-at-a-glance timeline/calendar to be shared at the beginning of the school year that will include all activities and events mentioned here and will maintain documentation summarizing the collaboration and outreach efforts of the University and District such that it will be readily available and to post it as appropriate.

Goal 2: The University and District will assist high school students in the successful transition to and acceleration through postsecondary education. In support of this goal, The University and District agree to collaborate to jointly monitor the following quality indicators:

- Analysis of measures in enrollment in and persistence through post-secondary education, disaggregated by student sub-population.
- Student enrollment in postsecondary education after high school.
- Time to degree completion.
- Semester credit hours to a degree.

Goal 3: The University and District will strive to ensure that all dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion. In support of this goal, The University and District agree to collaborate to jointly monitor the following quality indicators:

- Analysis of measures in enrollment in and persistence through post-secondary education, disaggregated by student sub-population.
- Student enrollment in postsecondary education after high school.
- Time to degree completion.
- Decrease in excess number of semester credit hours beyond required hours to degree completion.
- Number of students who participate in support services
- Rate of productive grades earned for students who participate in support services v. those who do not (aggregated report is fine)

Goal 4: The University and District will collaborate to ensure that the quality and rigor of dual credit courses are sufficient to ensure student success in subsequent courses. In support of this goal, the University and District agree to jointly monitor student performance in subsequent course work.

3. Eligible Courses

The University will give credit for courses taken as dual credit courses with a primary emphasis on the core curriculum requirements for all degrees which include a total of 42 semester credit hours (SCHs).

4. Course Compliance

The University is responsible for involving full-time faculty teaching in the discipline to oversee college course selection and sequence as appropriate for DC students. Academic department chairs and their faculty will be involved in the assignment of faculty to teach the University courses.

5. Student Eligibility

The DC program shall comply with State Board of Education rules regarding the administration of the assessment instruments as required by Subchapter B, Chapter 39, of the Texas Education Code. In addition, the DC program must administer a Texas Success Initiative (TSI) college placement exam, such as the Texas Higher Education Assessment (THEA) and Accuplacer, to incoming ninth (9th) graders and to other grade levels of students who are ready for the assessment to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing. The University will assist the DC program in the administration of the TSI college placement exam. All students must display college readiness in all areas of the TSI or meet an exemption for admissions into the University.

6. Course Curriculum, Instruction and Grading

The DC program will organize a curriculum committee with representatives from the District, DC faculty, and University faculty representing core content areas to maintain curriculum alignment and help implement college readiness standards into the high school curriculum and the development of a crosswalk. If applicable, stipends for University faculty will not be paid by the District. The DC program is responsible for ensuring that state course requirements for high school graduation are fulfilled.

The University will keep the DC program abreast of students in jeopardy of failing a class and provide numerical grades to calculate District GPAs. The University will report the status of DC students' progress in University classes during the fourth week of each University semester, and will also report Mid-semester grades four weeks later. Semester grades and grading policies are outlined in each instructor's course syllabus. DC personnel are responsible for advising DC students concerning academic progress in the course's high school component.

Grades are due in the Office of the Registrar by the published date and time. Grade reports will reflect term and cumulative GPAs.

The University uses the following grading system:

Grade	Interpretation	Grade Point Per Semester Hour
A	Excellent	4.0

B	Good	3.0
C	Satisfactory	2.0
D	Minimum Passing	1.0
F	Failing	0.0
I	Incomplete	Not Computed
W	Withdrew	Not Computed

7. Transcription of Credit

Transcript corrections due to major change or repeated courses are updated before the next grade reporting period. The University Registrar will provide appropriate security and confidentiality measures for reporting and posting of grades and transcript maintenance. The DC program shall follow District policy as to the weighing system for the University grade for the DC student's final high school grade point average (GPA).

8. Academic Policies and Student Support Services

DC students must meet university academic standards for coursework completed at the University. Students will be placed on Academic Probation at the end of any long semester (Fall or Spring) when their institutional cumulative grade point average at the University falls below 2.0. Such students are encouraged to participate in academic support programs and to seek academic advising. Students on Academic Probation may enroll for one additional semester in either the Fall or Spring terms in an attempt to achieve the required institutional cumulative grade point average of 2.0 or better. All grade points earned by a student will be included in computing the current semester grade point average. In case of a repeated course, the last grade recorded will be used in the computation. Students on Academic Probation who fail to achieve the minimum cumulative grade point average during the next long semester will be placed on Academic Suspension. Students on Academic Suspension must sit out one long semester, and may re-enroll after such absence under Academic Probation. Before enrolling in the Fall or Spring, the returning student must meet with an academic advisor to develop an academic improvement plan. The student may appeal the Academic Suspension to the Dean or the Dean's designate of the College/School in which he/she is pursuing a degree by submitting a petition for academic reinstatement and a student self-assessment (Academic Reinstatement Appeals Process). If the petition is approved, the student will be permitted to enroll on Academic Probation. Before enrolling, the student must meet with the Dean to develop an academic improvement plan. TAMUSA Student Catalog/Academic Policies, Procedures and Core Curriculum

High school students, high school instructors, and staff will have access to all DC instructional facilities on the University campus and to certain agreed upon non-instructional resources available at the University. Students, instructors, and high school staff will receive a campus identification card. The District will evaluate the facilities on an on-going basis and determine the necessity of providing additional facilities in the future.

9. Professional Development for DC Faculty

The DC program and University shall provide opportunities for DC and University faculty to collaborate through planning, teaching, and professional development. The DC program will provide common planning time for DC instructional faculty and other appropriate staff, including school leaders and, when possible, University faculty. Teacher mentoring and professional development will be made available when necessary. When possible, the University shall participate in and create professional development opportunities for DC faculty, including adjunct and dual enrollment faculty training each semester.

10. Location and Composition of Class

Courses will be conducted at facilities provided by the District on the DC site and/or on the University campus. Some courses may be delivered through the use of distance-learning technology. DC students will be embedded with traditional college students at the University site or as a DC cohort at the high school campus.

11. Tuition and Fees

The University will charge $55.00 per credit hour, $40.00 university services, and $10.00 recreational sports fee per student, per course. New fees may be added only if the University and District agree to add new fees (from those currently charged to University students) in exchange for the delivery of additional services or access to additional facilities. Any such adjustments will be communicated to the District during the Spring semester to align with the District's budget process. Tuition bills are sent after the census date of every semester. If students are dropped or withdrawn prior to the census date, the District may still owe a part of the tuition and fees. Refer to the academic calendar for the last day students can withdraw before tuition and fees are due.

12. Books and Supplemental Materials

The District will provide DC students with University-approved textbooks, for courses taught by University faculty. The District will be responsible for purchasing textbooks and supplemental materials required for classes from the most cost-effective entity as determined by the course syllabi and provided to students enrolled in the DC program. Textbooks purchased by the District for University courses taught as part of the DC program should be used at least 3 years from the date of purchase or until a new edition is available. Three year terms are to be determined by the course agreement signature dates.

13. Technology and Technology Support

The University's Office of Information Technology will provide Help Desk support to the SAISD program and work in collaboration with the District's Technology Department.

14. Student Recruitment and Selection

To secure the broadest applicant pool possible, the DC program will recruit qualified eighth-grade students at all participating districts' middle schools. This process could include:

❏ Creation of a DC website that provides recruitment and admission information;
❏ Distribution of recruitment/admission packets to middle school students in the School District;
❏ Meetings with middle school counselors to introduce and explain the concept of the DC;
❏ Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of the DC program;
❏ Presentation of recruitment and admission information in a bilingual mode; and
❏ Parent and student interviews

15. Student Enrollment and Attendance Policies

All DC students will take the required college placement exams and must be college ready in all areas to enroll in University courses. Upon agreement of all parties, the University will assist with enrollment for the DC program at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. The DC principal's office and counseling center, working with the University's registrar's office, will maintain a schedule of courses that will be offered to every cohort planning and advising purposes. Students will be advised as to the transferability of all University credit offered and earned.

It is assumed that a vital part of every student's education is regular attendance of class meetings. Every faculty member keeps a current attendance record on all students. Additional information is available in the current University Student Handbook.

A student who abandons courses without officially withdrawing will receive a grade of "F" in each course, regardless of when that student ceases to attend classes.

16. Instructional Calendar

For University courses taken for credit, the University instructional calendar will be used. The DC program will follow the District's calendar for all other courses and for satisfying mandated school District instructional day attendance requirements and ADA. The District will share its instructional and testing calendars with the Department of University Access to communicate potential conflicts with students' course schedules and to proactively communicate to University instructors. The University will collaborate to honor required testing for high school students

including but not limited to STAAR/EOC, Advanced Placement (AP), International Baccalaureate (IB), P/SAT, and ACT testing dates.

17. Transportation

The District will provide transportation to and from the University campus. Pick up and drop off areas will be determined by the District and approved by the university.

18. Data Sharing

Parties agree to share student data for DC purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Federal Title IX matters, Federal Clery Act matters, student conduct and other official business related to the DC. Each Party shall also promptly notify the other of any onsite or offsite behaviors of DC students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints. The District agrees to submit an approved and signed copy of the University's data agreement to the University. The University agrees to submit an approved and signed copy of the District Data Agreement to the District Office for Accountability, Research, Evaluation and Testing (ARET). The agreements will remain valid for the period of the relationship or until changes are required on the part of either party.

FEDERAL CLERY ACT REPORTING: As a contractor with The Texas A&M-University-San Antonio (A&M-SA) authorized to utilize space pursuant to this agreement, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), 20 U.S.C. 1092(f), requires reporting of certain crimes. Pursuant to this agreement, any District personnel considered by A&M-SA to be campus security authorities (CSAs) under the Clery Act shall have a duty to cooperate with A&M-SA to promote the safety and security of university students. faculty, staff and visitors for timely reporting of the following Clery crimes taking place at the premises. to include building. Grounds, parking areas and adjacent public property. CSAs must complete A&M-SA assigned Campus Security Authority training. A&M-SA may direct this training to be completed via an online training portal, webinar, or in-person training. Clery Act reportable crimes include: Murder and non-negligent manslaughter, negligent manslaughter, sex offenses (forcible and non-forcible). robbery, aggravated assault. burglary, motor vehicle theft, arson, domestic/dating violence, stalking, arrests or persons referred to campus disciplinary action for liquor law violations. drug related violations. and weapons possessions. and hate crimes defined as a criminal offense against a person or property which is motivated in whole or in part by the offender's bias against another because of their being or perceived as identifying with a particular race, gender. gender identity. religion. sexual orientation, national origin, ethnicity, or disability. Hate crimes include the list cited above with the addition of intimidation, larceny, simple assault and destruction/damage/vandalism to property.

Parties agree to adhere to the confidentiality requirements set forth by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g as implemented by 34 C.F.R. part 99 ("FERPA") and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, the DC program shall coordinate signature of and collect the Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

19. Conduct

DC students are required to adhere to University regulations regarding facilities and equipment usage, and University and District codes of conduct and policies, subject to appropriate action taken by the District and University

20. Performance Evaluation

The University and District will establish an Advisory Committee comprised of the District Deputy Superintendent or Designee, the District Dual Credit Office, a representative from each District campus served, a representative from the Department of University Access, and a representative from the Dual Credit Faculty Advisory Committee. The Advisory committee will meet at least twice per year at the beginning of the school year and at the end of the school year to report out the results of the evaluation of the effectiveness of the collaboration each academic year. The Advisory will submit a report with action steps to be taken to the Department of University Access for program improvement based on the results shared.

21. Sustainability

The University and District have planned and budgeted for sustainability. The District will provide local funds for instructional, administrative, professional development and maintenance of facility costs. The University will provide administrative, instructional, and support services. Except as expressly provided in this MOU, each party shall bear its own expenses incurred under this MOU.

22. Provisions for Discontinuing the DC Operations

Should the University or District decide to discontinue the DC program, provisions will be made to allow the 11th and 12th grade cohort to continue operation through that cohort's scheduled graduation from the DC program. Both the University and the District will continue to meet all of

the required design elements and provide full support for all students enrolled under the DC program.

23. Safety

The DC program will send an employee of the District to accompany students while on the University campus. If any DC student, instructor, or administrator should experience an accident ,sudden illness, or criminal incident while on the premises of the University, the response to such incidents will be based upon operating University regulations, guidelines, and procedures as well as other agreements between the District and University that have been executed for specific issues. The designated safety employee(s) of the District accompanying students while on the University campus are considered by A&M-SA to be Campus Security Authorities (CSAs) under the Federal Clery Act.

District employees shall download and register a user account on SafeZone the A&M-SA campus Safety app.

24. Indemnification

a) At all times during the term of this MOU and after, the University shall, to the extent authorized under Texas law, indemnify and defend the District, its trustees, officers, employees, and volunteers against any claims, proceedings, demands, liabilities, or expenses (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind arising out of or in connection with the University's activities under this MOU, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of the District, its trustees, officers, employees, and volunteers.

b) At all times during the term of this MOU and after, the District shall, to the extent authorized under Texas law, indemnify and defend the University, the Texas A&M University System, its regents, officers, employees, and volunteers against any claims, proceedings, demands, liabilities, or expenses (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind arising out of or in connection with the District's activities under this MOU, except to the extent that such loss, claim, damage or other liability arises from the negligence or Willful misconduct of the University, its regents, officers, employees, and volunteers.

25. Amendment

The parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time to address additional concerns or issues that arise as the program progresses. However, no amendment, modification, or alteration of the terms of this MOU shall be binding

unless the same be in writing, dated after the date hereof and duly executed by an authorized representative of the parties hereto.

26. Term, Renewal, and Termination of Agreement

The MOU will commence on July 1, 2022 through July 1, 2023. The University and District may terminate this MOU with at least 90 days' advance written notice to the other party, but in no event will the effective date of termination be during a DC semester.

27. Insurance

The University and District shall each assess the risks that it may incur as a result of its operations under this MOU, and, as it deems appropriate and prudent, at its own expense, either obtain liability insurance or a self-insurance against any such risk. Neither party is relieved of any liability or other obligations assumed under this MOU because of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

28. Confidentiality of Student Records

The parties agree to maintain the records of all students by the Family Education Rights and Privacy Act (20 U.S.C. section 1232g) and all other applicable federal, state, and local laws. The parties shall not release education records to any third party except as permitted by law.

29. FERPA: Pursuant to this Agreement, San Antonio Independent School District may create, access, receive or maintain records on behalf of the "University" that are subject to the Family Educational Rights and Privacy Act ("FERPA") or contain personally identifiable information (as such term is defined in FERPA) from education records (as such term is defined in FERPA) (collectively, "FERPA Records"). In connection with such FERPA Records, the parties understand and agree:
A. School Official. The "University" hereby designates San Antonio Independent School District as a school official with a legitimate educational interest in the FERPA Records to the extent San Antonio Independent School District is required to create, access, receive or maintain FERPA Records to fulfill its obligations under this Agreement. San Antonio Independent School District shall comply with FERPA as to any such FERPA Records. San Antonio Independent School District is prohibited from redisclosure of the FERPA Records except as provided for in this Agreement or otherwise authorized by FERPA. San Antonio Independent School District is only permitted to use the FERPA Records for the purpose of fulfilling San Antonio Independent School District's obligations under this Agreement.
B. Ownership. All FERPA Records created, accessed, received or maintained by San Antonio Independent School District or its subcontractors or agents will remain the sole and exclusive property of the "University". San Antonio Independent School District will immediately provide the "University" with copies of any FERPA Records upon the "University's" request. C. Security Standards. San Antonio Independent School District shall implement reasonable administrative, technical, and physical safeguards to secure the FERPA Records from unauthorized access, disclosure or use. D. Unauthorized Use or Disclosure. San Antonio Independent School District shall, within two (2) business days of discovery, report to the "University" any use or disclosure of FERPA

Records not authorized by this Agreement or in writing by the "University". San Antonio Independent School District's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the FERPA Records used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what San Antonio Independent School District has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action San Antonio Independent School District has taken or will take to prevent future similar unauthorized use or disclosure. San Antonio Independent School District shall provide such other information, including a written report, as reasonably requested by the "University". The "University" shall be responsible for providing any notifications that are required under applicable laws, rules or regulations. E. Subcontractors. San Antonio Independent School District shall restrict disclosure of the FERPA Records solely to those employees, subcontractors or agents of San Antonio Independent School District that have a need to access the FERPA Records in order for San Antonio Independent School District to perform its obligations under this Agreement. San Antonio Independent School District shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on San Antonio Independent School District in this Section, including without limitation, the prohibition on redisclosure of FERPA Records. F. Legal Requests. San Antonio Independent School District must promptly notify the "University" of any legal request for FERPA Records from a third party and take (and assist the "University" in taking) appropriate steps not to disclose such FERPA Records. G. Right to Audit. If the "University" has a reasonable basis to believe that San Antonio Independent School District is not in compliance with the terms of this Section, the "University" may audit San Antonio Independent School District's compliance as it relates to the FERPA Records. H. Return or Deletion. Within thirty (30) days of the expiration or termination of this Agreement, San Antonio Independent School District, as directed by the "University" shall return all FERPA Records to the "University" in its possession (or in the possession of any of its subcontractors or agents) or delete all such FERPA Records if return is not feasible. San Antonio Independent School District shall provide the "University" with at least ten (10) days' written notice of San Antonio Independent School District's intent to delete such FERPA Records, and shall confirm such deletion in writing. I. Indemnification. San Antonio Independent School District agrees to indemnify and hold harmless the "University" for any damages, costs or expenses finally awarded against the "University" in any legal action as a direct result of San Antonio Independent School District's failure to comply with its obligations under this Agreement with respect to the FERPA Records.

30. Severability

The parties intend that if any clause or provision of this MOU is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded in accordance with Section 27, then the rest of this MOU will remain in effect as written. Any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable. But if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of the MOU, this entire MOU will be held unenforceable.

31. Use of University Name

The District acknowledges that the University owns the trademark and all other rights in the name "Texas A&M University-San Antonio" (the "University Name"). The University grants the District a nonexclusive, nontransferable license to use the University Name in connection with the DC Program, subject to the right of the University, upon request, to review and approve such uses. The University does not grant any rights or licenses to the District to any University trademark, service mark, name, or logo other than the University Name unless provided in a separate license agreement between the parties. The University may extend or revoke this license at any time for any or no reason, in its entirety or as to particular uses of the University Name by the District. The District may not: (a) use any colorable imitation or variant form of the University Name; (b) take any action that would bring the University Name into public disrepute; (c) take any action that would tend to destroy or diminish the University's goodwill in the University Name; or (d) challenge, contest, impair, invalidate, or take any action tending to impair or invalidate the University's rights in the University Name. The District shall copy the University on all press releases and other public communications regarding the DC program.

32. Public Information

Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information about the MOU, as well as any other disclosure of information required by applicable Texas law. Upon either party's written request, the other shall provide specified public information exchanged or created under the MOU to which the requesting party has a right of access that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to the requesting party in a non-proprietary format reasonably acceptable to the requesting party.

33. Non-Discrimination

Any illegal discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, genetic information, veteran status, sexual orientation, gender identity, or national origin about the performance of any obligations or duties under this MOU is prohibited.

34. Notices

Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight courier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing.

To San Antonio Independent School District

Attn: Elizabeth Ozuna
Executive Director, College Readiness/Postsecondary Initiatives
514 W. Quincy
San Antonio, TX 78212
Phone: (210) 554-2522
Email: eozuna1@saisd.net

Name: Ruby Pena
SAISD Dual Credit Coordinator
Address: 514 W. Quincy
City and State: San Antonio, Texas 78212
Phone: (210) 554-2200, ext. 54460Email: rpena10@saisd.net

To Texas A&M University-San Antonio Texas A&M University-San Antonio
Attn: Debra Feakes, Dean College of Arts & Sciences
One University Way San Antonio, TX 78224
Fax: (210) 784-1202
Email: debra.feakes@tamusa.edu

35. Texas Law to Apply

This MOU shall be constructed under and in accordance with the laws of the State of Texas. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided under Texas law.

36. Force Majeure

Neither party to this MOU shall be required to perform any term, condition, or covenant in the MOU so long as performance is delayed or prevented by force majeure which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonable within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this MOU, notice shall be provided to the other party in the manner deemed most practicable by the party prevented from fully performing.

37. Captions

The captions contained in this MOU are for convenience of reference only and in no way limit or enlarge the terms and conditions of this MOU.

38. Authority
The signers of the MOU hereby represent and warrant that they have authority to execute this MOU on behalf of each of their respective entities.

IN WITNESS THEREOF, the parties have duly approved the Memorandum of Understanding, executed in duplicate originals on this day:

San Antonio Independent School District
514 W. Quincy
San Antonio, Texas 78212
Phone Number: (210) 554-2281

By: _____

Print Name: Dr. Jaime Aquino

Title: Superintendent

Date: _____

Texas A&M University-San Antonio
One University Way
San Antonio, TX 78224
Phone: (210) 784-1202

By: _____

Print Name: Dr. Debra Feakes

Title: Dean

Date: _____

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	College Readiness/Postsecondary Initiatives
Board Meeting Date:	June 20, 2022
Agenda Title:	Approval of MOU for a Dual Credit Partnership Between SAISD and Texas A&M University San Antonio
Presenter:	Liz Ozuna, Executive Director for College Readiness and Postsecondary Initiatives
Cost:	Approximately $125,000
Board Goal:	#7 Increase the percent of HS Students earning college credit
This MOU addresses the following:	☒Academics ☐Attendance ☐Behavior ☐Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
~200 (495 seats in '22-'23)	N/A	1 HS (CAST Med)	$315 ($215-tuition & fees + $100 books/materials		

HISTORICAL DATA

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

Questions to consider: If a renewal, include data that supports this renewal Is this an expansion of the program? If so, why?	Is this a renewal? ☒Yes ☐ No In alignment with SAISD goals to increase the percent of students earning college credit (SAISD Goal #7) and to increase the percent of students who go to college (SAISD Goal #10), Texas A&M University San Antonio (TAMUSA) offers our students the opportunity to earn college credit while still in high school. The renewal of this partnership will allow students at CAST Med to take college courses in English, history, math, government, economics, and biology with lab. The partnership will grow in future years to serve other high schools in SAISD, targeting our southernmost campuses.

Research indicates that high school students participating in dual credit course work are more likely to enroll in college and persist toward a two or four-year degree. Students who take dual credit courses report that the experience often helps them gain an enhanced academic foundation that leads to confidence and a new vision of themselves as true college students. Thus, student participation in dual credit courses plays a key role in improving successful college completion outcomes.

CAST Med students will have the opportunity to take courses, with a primary emphasis on the core curriculum, which includes the potential to become "core complete," that is graduating with a total of 42 semester credit hours. This strategy ensures that students may apply the hours they earn to any degree plan at TAMUSA or at another college/university of their choice. TAMUSA will collaborate with SAISD to bridge the post-secondary accessibility gap, ensuring high school students have a successful transition and acceleration to their postsecondary choices.

TAMUSA works with SAISD to jointly monitor student performance and provide support as students move through their coursework. In addition, TAMUSA and SAISD track and analyze measures in enrollment and persistence through postsecondary education disaggregated by student sub-populations, enrollment in postsecondary education after high school, time to degree completion and semester credit hours earned via dual credit courses applicable to a degree.

To be eligible for this opportunity, SAISD students must meet college readiness criteria on the TSIA 2.0 in the areas of reading, writing and math; students must then maintain satisfactory academic performance to continue taking dual credit courses with TAMUSA.

Students who enroll in TAMUSA dual credit courses also have access to instructional facilities and certain agreed upon non-instructional resources available at the TAMUSA campus.

In the coming year, SAISD will partner with TAMUSA to pilot a new initiative focused on creating a "Supplemental Instruction" model where two CAST Med Seniors will be hired by the University to become Supplemental Instructors (SIs) in the biology class. They will receive training along with college-level SIs along with a small stipend. CAST Med SIs will create lesson plans, host office hours, and attend class sessions in biology, a course which they have already successfully completed. Their job will be to support focused notetaking, provide study sessions to support mastery of course material, and provide strategies to increase the productive grade average (earning a "C" or higher) achieved by the CAST Med juniors.

Tuition costs and fees are calculated using the following formula:

Tuition:	$55/credit hour/student/course
University Services Fee:	$40/student/course
Recreational Sports Fee:	$10/student/course
Instructional Materials/Books:	~$100/student/course

Data for Spring 2022:

Number of unique student participants	65	
Number of Seats	110	
Number/% of grades at "C" or higher	101/92%	
Courses offered:	# students in course	#/% earning a "C" or higher (Spring '22)
PreCalculus	5	5/100%
Comp II	49	45/92%
US History from 1865	46	41/89%
Anatomy & Physiology II (includes lab)	10 10	10/100% 10/100%

Data for Fall 2021:

Number of unique student participants	80	
Number of Seats	208	
Number/% of grades at a "C" or higher	122/59%	
Courses offered:	# students in course	#/% earning a "C" or higher (Fall '21)
US History to 1865	46	25/54%
Comp I	66	48/73%
College Algebra	20	10/50%
Anatomy/Physiology & Lab	27 27	8/30% 9/33%

As we monitor student success, we have instituted a mandatory drop policy to protect students' transcripts. Students who are not passing at the midterm grade report will be dropped from the course or courses in which they do not have a "C" unless they and their parents have a conference with the counselor and sign a document stating that they understand the potential impact on future college admissions, financial aid, and employment that a failing grade on a transcript represents. If they choose to remain in the class, they must also agree to meet with their advisor/counselor to create a plan for getting back on track with monitoring through the end of the semester provided by campus and college staff.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Renewal of the Interlocal Agreement Between SAISD and UT Youth Engagement Center (UTYEC)**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Liz Ozuna, Executive Director for College Readiness and Postsecondary Initiatives

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the renewal of the interlocal agreement between SAISD and UT Youth Engagement Center (UTYEC) to provide college access support for four SAISD campuses: Brackenridge HS, Edison HS, Highlands HS, and Lanier HS. Students may enter the UTYEC program as early as their freshman year and receive college readiness enrichment and support with college enrollment. While students who wish to attend UT Austin are encouraged to participate in this program, all college bound students are eligible to join.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the renewal of the interlocal agreement between SAISD and UTYEC to provide college access support for four SAISD campuses.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Local funds 199-21-6129-00-878-99-000 – Approximately $38,755.92 annually

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

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

UT Youth Engagement Center – San Antonio
Interlocal Agreement

Section 1. Program Participants:

The San Antonio Independent School District (The District), the Division of Diversity and Community Engagement at The University of Texas at Austin agree to enter into a collaborative partnership with the principal purpose of implementing college readiness activities through UT Youth Engagement at four SAISD High School Campuses. Partner schools will be selected and/or will continue to receive services through an annual collaborative conference involving the campus principal, the Office of Postsecondary Initiatives, and the Office of UT Youth Engagement.

Section 2. Program Description:

UT Youth Engagement targets and serves underrepresented students by providing college readiness enrichment designed to assist them in graduating from high school and matriculating to institutions of higher education, including The University of Texas at Austin. In collaboration with target campuses, college readiness activities will connect students with the academic, cultural, social and financial resources that will assist them in successfully enrolling in postsecondary institutions upon graduation from high school.

Section 3. Program Elements:

UT Youth Engagement-San Antonio consists of five (5) main components:

- UT Youth Engagement-San Antonio will provide college readiness activities in grades 9-12 at target high school campuses.

- UT Youth Engagement-San Antonio will provide college readiness activities in two tiers. The first tier will provide services for all eligible students at target high schools. The second tier, the Longhorn Pre-College Academy, will provide services for students who are eligible for admission to The University of Texas at Austin.

- UT Youth Engagement-San Antonio staff members will conduct college readiness sessions by meeting with students at their high schools at least once per month during advisory periods or another time period during the school day that is identified by the target high school administration.

- Evening and weekend workshops will include, but are not limited to, the following topics: ACT/SAT preparation, college admissions process, career exploration, financial aid/scholarships and FAFSA submission.

- UT Youth Engagement-San Antonio students will be given an opportunity to visit The University of Texas at Austin.

Section 4. Program Responsibilities:

The responsibilities to implement the five (5) components of UT Youth Engagement-San Antonio will be shared between the District and the University of Texas at Austin.

4.1 Responsibilities of The University of Texas at Austin:

4.1.1 Administration of UT Youth Engagement activities.

The services offered by UT Youth Engagement-San Antonio will be conducted by program staff in collaboration with target high schools.

4.1.2 Selection of UT Youth Engagement students in the first tier of programming.

To be eligible for participation in the first tier of programming that focuses on college readiness for matriculation to any postsecondary institution, students must meet the following criteria:

- Attend one of the target public high schools
- Receive the recommendation of a school administrator, teacher or counselor
- Complete a UT Youth Engagement-San Antonio application form which includes the signed participation consent form of a parent or guardian
- Pursue the Texas Education Agency's Distinguished Level of Achievement
- Potential to maintain at least an 80 average/3.2 GPA

4.1.3 Conducting College Readiness Workshops. UT Youth Engagement-San Antonio staff members will conduct college readiness sessions by meeting with students at their high schools at least once per month during advisory periods or another time period during the school day that is identified by the target high school administration.

Evening and weekend workshops will include, but are not limited to, the following topics: ACT/SAT preparation, college admissions process, career exploration, financial aid/scholarships and FAFSA submission. These meetings will occur on the host campus, another target high school, or a public facility, based on room availability.

4.1.4 Partnerships with other organizations. The University of Texas at Austin will partner with other organizations to offer additional resources and services to UT Youth Engagement-San Antonio students.

4.1.5 Visits to UT Austin. UT Youth Engagement-San Antonio students will be given an opportunity to visit The University of Texas at Austin.

4.1.6 Installation of Office Equipment and Services for Provided Space. At no cost to The University of Texas at Austin and based upon room availability, The District will provide office space for at least three staff members. The District will provide meeting space for student meetings and workshops at any available SAISD location, or another target high school identified by the district. The University of Texas at Austin will be responsible for all charges associated with the installation of furniture, copy and fax machines, telephones, computer equipment and related services.

4.2 Responsibilities of the District. The responsibilities of The District are as follows:

4.2.1 Providing Space for UT Youth Engagement. At no cost to The University of Texas at Austin and based upon room availability, The District will provide office space and meeting space for student meetings and workshops at any available SAISD location, or another target high school identified by the district. The University of Texas at Austin will be responsible for all charges associated with the installation of office equipment and related services. The District will be responsible for the cost of a moving company if UT Youth Engagement-San Antonio is asked to move in the same fiscal year.

4.2.2 Providing Utilities for Office Space. The District will provide all utilities, water and janitorial maintenance for rooms that are assigned to UT Youth Engagement-San Antonio.

4.2.3 Providing a Clerical Administrative Position. The District will provide a clerical administrative position. This individual will be an employee of San Antonio Independent School District and adhere to all of the employee guidelines of the District. However, The UT Youth Engagement Director will serve as a liaison in helping assess the employee's work evaluation with the designated District representative.

4.2.4 School Access to UT Youth Engagement Students. The District will provide access to the students at the target high schools during advisory periods at least once per month for college readiness workshops or at another time during the school day that is identified by the school administration. The District will provide an opportunity for UT Youth Engagement-San Antonio to recruit students into the program from middle school feeder campuses and at the target high schools.

4.2.5 Designation of a School Liaison at Target High Schools. Target high schools will designate a staff member to serve as the school liaison for UT Youth Engagement-San Antonio staff.

4.2.6 Referral of Students for UT Youth Engagement. Only students who meet the following criteria will be referred to UT Youth Engagement-San Antonio by a target high school administrator, teacher or counselor:

- Pursue the Texas Education Agency's Distinguished Level of Achievement
- Potential to maintain at least an 80 average/3.2 GPA

4.2.7 Collaborative Partnerships with District College Readiness Counselors/Initiatives. The District will allow UT Youth Engagement-San Antonio to form mutually agreeable collaborative partnerships with target high school college readiness counselors/initiatives. Partnerships may include reciprocal sharing of resources and co-sponsoring student events.

4.2.8 Data Sharing Agreement. The University of Texas at Austin and The District shall have a data sharing agreement. If unavailable on the student's transcript, The District shall provide the following student demographic data and academic achievement information to The University of Texas at Austin for all participating students: student's full name, high school identification number, parent contact information, date of birth, ethnicity, gender, citizenship status, socioeconomic status (free, reduced, or full-price lunch), beginning and end-of-year cumulative GPA, report card grades for all reporting periods, class rank, special program information, PSAT scores, AP scores, SAT/ACT scores, college generation, name of postsecondary institution, and intended major.
UT Youth Engagement-San Antonio staff will review students' academic status each grading period to identify tutoring opportunities for students who have an academic need.

As required by law, The University of Texas at Austin and The District shall adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (see 4.4).

4.2.9 Cost. While there is no cost for students to participate in UT Youth Engagement-San Antonio, students may be directly assessed fees for voluntary special events that include, but are not limited to, the following: summer camps and college visits.

4.3 Agreement to Hold Harmless:

To the extent authorized by the Constitution and laws of the State of Texas, each party will save and hold harmless the other party and its officers and employees from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fine, and penalties; for supplies, services, or merchandise purchased by the other party; for wages and fringe benefits of the other party's employees; and

for injury or death of any person or damage to property that result directly or indirectly from the negligent acts or omissions of the other party or its officers, agents, employees, or students in the performance of this agreement.

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

Section 5. Term:

This Interlocal Agreement covers a period of three (3) years, beginning **September 1, 2022,** and ending **August 31, 2025**. This Memorandum of Understanding may be renewable, contingent upon resources being available to UT Outreach-San Antonio. The parties agree to review this Agreement and space needs 180 prior to the **August 31, 2022** to assess whether UT Outreach-San Antonio shall continue and be housed at the current location.

Agreed and accepted this _____ day of _____ 2022.

San Antonio Independent School District

_____
Name: Dr. Jaime Aquino
Title: San Antonio ISD Superintendent

The University of Texas at Austin

_____
Name: Linda Shaunessy
Title: Business Contracts Administrator

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	College Readiness and Postsecondary Initiatives
Board Meeting Date:	June 20, 2022
Agenda Title:	Approval of the Renewal of the Interlocal Agreement Between SAISD and UT Youth Engagement Center
Presenter:	Liz Ozuna, Executive Director for College Readiness and Postsecondary Initiatives
Cost:	One Clerical Administrative Position $38,755.92
Board Goal:	#10: Increase the percent of graduates who enroll in college
This MOU addresses the following:	☒Academics ☒Attendance ☒Behavior ☐Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
160-250 students/year 9th – 12th grades	0	4	0	0	0

HISTORICAL DATA

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

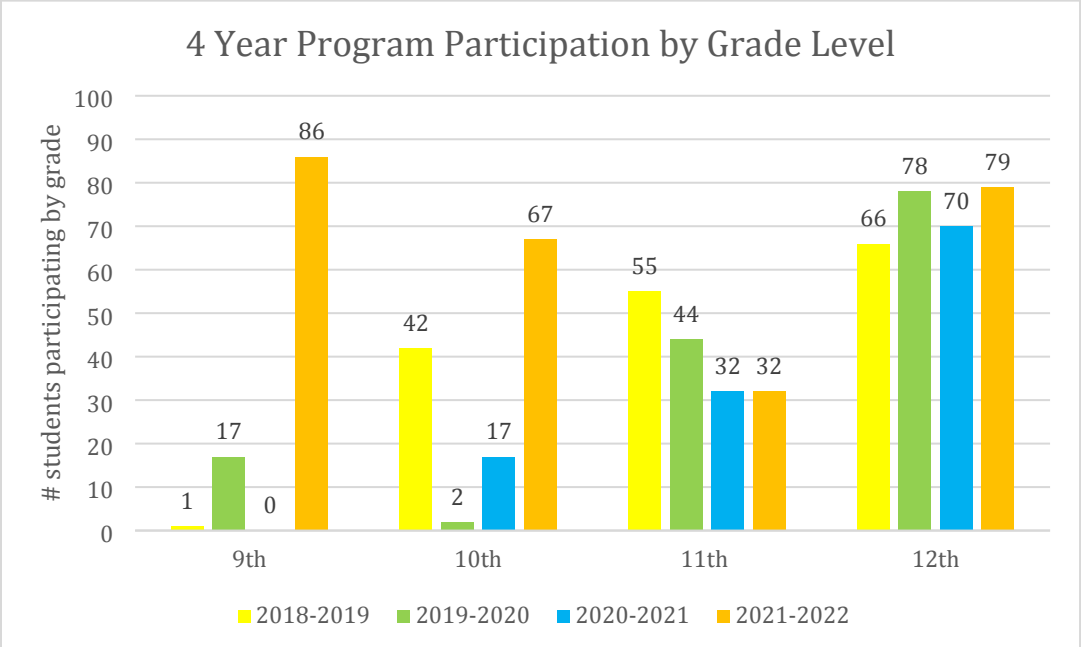
Questions to consider: If a renewal, include data that supports this renewal Is this an expansion of the program? If so, why?	Is this a renewal? ☒Yes ☐ No This is a renewal of the agreement with the University of Texas at Austin for the Youth Engagement Center, formerly UT Outreach, which serves four campuses in SAISD: Brackenridge, Edison, Highlands, and Lanier high schools. Students may join the program focused on serving traditionally underrepresented students beginning in their 9th grade year. The program provides college readiness enrichment and support activities that include ACT/SAT test preparation, academic counseling, college visits, leadership development, and support in completing the college enrollment process. All programming is designed to enhance a student's academic success in high school with the goal of increasing admissibility.

Three SAISD Class of 2022 UTYEC seniors recently received the prestigious Impact Scholarship, a four-year renewable scholarship totaling $48,000 ($12,000/year). From the Edison Class of '22, Dominga Perez, will attend UT to major in Psychology, and Misael Serrano Luna will attend UT to major in Chemical Engineering. Adrianna Perez, Lanier Class of '22 will attend UT to major in English/Liberal Arts.

In total, UT Youth Engagement Centers served over 6,000 students in Austin, Dallas, Houston, the Rio Grande Valley, and San Antonio. 76% of participants are first-generation college students and 75% are from low-income households.

While the program services are free of charge for campuses and students, SAISD provides a secretary and an office location for the program Director on one of the high school campuses that is served.

The following data focuses on participation and student outcomes for SAISD students over the last four years.



Program participation by campus and by grade level grew for this school year after a re-visioning for program focus. Attention will continue to be on growing participation, especially in the 9th & 10th grade years, and maintaining persistence in the program through graduation. Below are participation data by campus for the past four years followed by program outcomes for the Class of 2021.

Progress for UTYEC Class of 2022 compared to District Class of 2022 (as of March 15, 2022)

	# Seniors	Applied to College	Applied to 4 yr College	Accepted to College	Financial Aid Complete	Scholarship Offers	Awarded a Scholarship	Record a College Decision
District All C/O 22	2768	85%	62%	69%	87%	$166,591.090	34%	25%
District UTYEC	72	99%	85%	81%	99%	$6,802,048	64%	43%
Brackenridge	30	97%	67%	63%	97%	$1,450,228	57%	27%
Edison	12	100%	100%	100%	100%	$2,414,936	92%	42%
Highlands	11	100%	100%	91%	100%	$577,440	36%	64%
Lanier	19	100%	95%	89%	100%	$2,359,444	74%	58%

Data as of: May 16, 2022
Ata represents the graduating cohort and is sourced from SchooLinks Analytics
All data is considered as "preliminary" until verified at the end of the year

UT Youth Engagement (UTYEC-SA): Student Enrollment (SAISD)

2021 - 2022

Campus	*9th (2025)*	*10th (2024)*	*11th (2023)*	*12th (2022)*	Total per School
Brackenridge	85	67	3	35	**190**
Edison	1	0	1	12	**14**
Highlands	0	0	16	11	**27**
Lanier	0	0	12	21	**33**
Total per grade level	**86**	**67**	**32**	**79**	**264**

2020 - 2021

Campus	*9th (2024)*	*10th (2023)*	*11th (2022)*	*12th (2021)*	Total per School
Brackenridge	0	0	12	26	**38**
Edison	0	0	4	16	**20**
Highlands	0	17	2	10	**29**
Lanier	0	0	14	18	**32**
Total per grade level	**0**	**17**	**32**	**70**	**119**

Campus	9th (2023)	10th (2022)	11th (2021)	12th (2020)	Total per School
Brackenridge	0	0	22	21	**43**
Edison	0	1	12	30	**43**
Highlands	17	1	1	5	**24**
Lanier	0	0	9	22	**31**
Total per grade level	**17**	**2**	**44**	**78**	**141**

2018 - 2019

Campus	9th (2022)	10th (2021)	11th (2020)	12th (2019)	Total per School
Brackenridge	0	17	7	31	**55**
Edison	1	13	28	14	**56**
Highlands	0	0	2	0	**2**
Lanier	0	12	18	21	**51**
Total per grade level	**1**	**42**	**55**	**66**	**164**

Outcomes for UTYEC-SA Class of 2021

Attending UT Austin

Academic Year	Total Seniors Served (includes SAISD & Harlandale students)	Applied to UT Austin	Applicants Admitted to UT Austin	Coordinated Admissions Program (CAP) Offers	Admitted Students Enrolled at UT Austin
Class of 2021	91	25	20	5	8

Class of 2021
(includes SAISD & Harlandale students):
College Enrollment: 93%

College Type & Other Postsec Decisions	#Seniors Attending
Public 2 year	22
Public 4 year	44
Private 4 year	19
Military	0
Workforce	6

UTYEC-SA Alumni Stories



Desteny Ruiz
Edison HS Class of 2020
The University of Texas at San Antonio

UT Youth Engagement was beneficial to me in my pre-college process by helping me stay on track. They helped me meet deadlines and introduced me to many opportunities. Whenever I was faced with an obstacle, they were the first to listen and first to take action.



Alec Mendoza
Lanier HS Class of 2020
The University of Texas at Austin
University Leadership Network Scholar

UT Youth Engagement isn't just a high school program, it follows you after you graduate which is really helpful. Even if you are not planning to attend The University of Texas at Austin, UT Outreach is a very helpful resource that helped me with the tedious process of applying to scholarships and applying to different universities. Being a part of the program made the college application process easier and less stressful.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Renewal of the District Service Agreement between SAISD and City Year San Antonio for the 2022 – 2023 School Year**

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

REQUESTED BY: Patti Salzman, Deputy Superintendent

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

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Renewal of the District service agreement between SAISD and City Year San Antonio for the 2022-2023 school year.

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

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

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the Renewal of the District Service Agreement between SAISD and City Year San Antonio for the 2022 – 2023 school year as presented. Please note that after the Board approves the item as presented, final implementation will be contingent upon the Texas Education Agency's (TEA) approval of the SAISD request for noncompetitive procurement approval.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Title I Fund 211, $1,197,778

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

[X] SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.

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

DISTRICT SERVICE AGREEMENT
By and Between
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
And CITY YEAR, INC.
2022-2023

RECITALS

THIS DISTRICT SERVICE AGREEMENT is made as of this June 20, 2022, by and between San Antonio Independent School District (hereinafter, the "District") with an address of 514 W. Quincy Ave., San Antonio, TX 78212, and City Year, Inc. (hereinafter, "City Year"), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

A. **WHEREAS,** the District, is a local education agency located in San Antonio, Texas.

B. **WHEREAS**, City Year is a 501(c)(3) organization providing youth development and education support services.

C. **WHEREAS**, City Year provides school districts with a scalable, centrally managed model that delivers a holistic set of whole-school and focused supports to ensure students stay engaged in learning and on track to graduate. As one of the nation's largest AmeriCorps programs with established sites across the United States, City Year annually recruits, trains, and deploys thousands of young adults from diverse backgrounds for a year of full-time service to support school districts in their efforts to transform our nation's systemically under-resourced schools.

D. **WHEREAS**, City Year is committed to supporting the District's goal to improve the academic achievement and social-emotional development of its pupils. City Year's Whole School Whole Child™ ("WSWC") model leverages the unique assets of near-peer AmeriCorps members to deliver research-based whole school supports and student interventions targeting the early warning indicators of poor attendance, unsatisfactory behavior, and course failure in English and math.

E. **WHEREAS**, City Year's services support quality, data-driven instruction, deepen family and community engagement, and contribute to a culture of empowerment, achievement, and service.

F. **WHEREAS**, AmeriCorps members deliver services to provide a continuous, supportive presence throughout the day to build mutually supportive connections between students' classroom learning and their before and after school experiences. City Year AmeriCorps members provide a variety of supports that can be delivered both in-person and through virtual learning.

G. **WHEREAS**, the collaboration between City Year and the District will accelerate student achievement in schools, support the District acceleration and transformation efforts and attract new federal and private resources to the community.

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

1. **Term of Agreement**. The term of this Agreement shall commence on June 20, 2022 and conclude on June 30, 2023 (the "Term").

2. **Scope of Services.**
   a. For each of the schools identified in the Deployment Plan in Section 3 of this Agreement, City Year agrees to provide services substantially similar to those described in Appendix A - Executive Summary of the Statement of Partnership and Appendix B – AmeriCorp Instructional Expectations and Responsibilities attached hereto, which outlines shared goals, WSWC services, school-level data requirements, and conditions for success between City Year and the partner school. To comply with the terms of its grant with AmeriCorps, City Year is required to retain a completed Statement of Partnership for each of the schools identified in the Deployment Plan. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30, 2022. A copy of the Statement of Partnership for each school will be available upon request.
   b. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any Statement of Partnership, or other document relating to the obligations contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
   c. All schools to which this Agreement applies shall be mutually agreed to by City Year and the District. School deployment and allocation of resources (including AmeriCorps team size) shall be determined based on school enrollment to ensure fidelity to the WSWC model. The parties acknowledge that the scope of services set forth in this Agreement is subject to change and contingent on the availability of adequate funding from AmeriCorps (see Section 10 Termination herein).
3. **Payment Obligations**. In exchange for the services to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of $1,197,778, allocated as outlined in the Deployment Plan table below:

School	Allocation of Payment
Antonio Margil Academy	$149,722.22
Davis Middle School	$149,722.22
Esther Perez Carvajal Elementary	$149,722.22
Lanier High School	$149,722.23
Houston High School	$149,722.22
Rhodes Middle School	$149,722.22
Sarah King Elementary School	$149,722.22
Tafolla Middle School	$149,722.22
Aggregate Payment	**$1,197,778**

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

a) $299,445 – September 1, 2022
b) $299,445 – December 1, 2022
c) $299,444 - March 1, 2023
d) $299,444 – June 1, 2023

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

Kendra Doyle, Senior Executive Director, Curriculum, Instruction, and Assessment
210.554.2528
kdoyle1@saisd.net
514 W. Quincy Street, San Antonio, Texas 78212

4. **Mutual Planning Efforts**. The District and City Year agree to collaborate during the Term of this Agreement in order to ensure that the appropriate conditions for success, performance metrics, and school deployment strategies are in place to maximize the collaboration's impact on students and to meet the District's strategic priorities.

5. **AmeriCorps Prohibited Activities.** City Year and the District agree that neither party shall direct AmeriCorps members to engage in any actions that violate AmeriCorps prohibited activities, as set forth on Appendix C - AmeriCorps List of Various Non-Allowable Activities, attached and incorporated by this reference.

6. **Performance Assessment and Data Sharing**. The District and City Year agree to assess performance under this Agreement on an ongoing basis and make improvements as needed to maximize the ability of AmeriCorps members to improve student achievement. To facilitate that assessment, the District agrees to deliver to City Year simultaneously with the delivery of this Agreement, an agreement substantially in the form of Appendix D - Data Sharing Agreement, pursuant to which the District shall provide to City Year student-level data related to achievement and other data reasonably necessary for the purposes of program implementation and evaluation. City Year shall maintain the confidentiality of all student records furnished thereunder by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

7. **Extended Learning and After School Program Activities.** The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:

   a. risks associated with extended learning in out-of-home settings, including the After School Program,
   b. authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program,
   c. releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors, sponsors and all volunteers from any and all liability, loss or damage, actions, claims and demands which may arise from the child's participation in the activities of the After School Program,
   d. certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
   e. agreeing that should any injury occur to the child during participation in the After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest medical facility.

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

8. **Corporate Support**: As part of its service, City Year may work with corporate partners to bring additional resources into schools. These partnerships can include (a) providing financial support to City Year and/or the school/district, (b) sharing information about and access to corporate community service and engagement programs, and (c) engaging employee volunteers to supplement the service of AmeriCorps

members in schools. City Year acknowledges and agrees that all corporate partners will be subject to all District policies.

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

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

   For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:
   a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
   b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
   c. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
   d. physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;
   e. riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year;
   f. epidemic or pandemic declaration or congregation restrictions due to epidemic or pandemic declaration; or
   g. acts or threats of terrorism.

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

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

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

11. **Hold Harmless and Mutual Indemnity**. City Year agrees to indemnify and hold harmless the District, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of City Year to fully comply with the terms and obligations of this Agreement, or for City Year's errors or omissions or intentional wrongs. To the extent permitted by law and to the extent funds are appropriated or insurance coverage is available for this obligation, the District agrees to indemnify and hold harmless City Year, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of the District to fully and materially comply with the terms and obligations of this Agreement, or for the District's errors or omissions or intentional wrongs.

12. **Criminal Record Check.** City Year shall not assign or place any person in a position where they have contact with students of the District if that person is required to be registered as a sex offender or has a disqualifying conviction as set forth in applicable law. City Year will ensure that criminal record background checks are performed on all City Year AmeriCorps members and any employees who will have access to or contact with District students. State checks may be conducted based on location. City Year agrees that it will complete District's criminal background certification forms and, if requested, supply the District with full and complete copies of National Sex Offender and applicable state check reports. Additionally, a Federal Bureau of Investigation (FBI) check or a national level search will be run. The FBI report is adjudicated by an external vendor therefore a clearance is available upon request. City Year agrees that the District may in its sole discretion exclude any City Year AmeriCorps member or employee from working with the District students based on the results of a criminal record background check. If the District deems additional background checks necessary, the District assumes the burden of conducting and adjudicating these additional checks.

13. **Compliance with Applicable Law**. Each of the parties hereto agrees to comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Agreement and the operation of the school buildings in the State of Texas.

14. **Insurance**. City Year shall maintain Commercial General Liability ("CGL") insurance in an amount not less than $1,000,000. Upon its execution and delivery of this Agreement, the District shall be an additional insured on said policy. Upon request, City Year shall furnish the District with a copy of its current Commercial General Liability certificate of insurance. If City Year's policy is canceled during the term of this Agreement, City Year shall immediately notify the District.

15. **Independent Contractor**. The District and City Year agree that City Year is an independent contractor and is not an employee of the District. City Year shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of City Year's services, including, but not limited to, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes. City Year employees and AmeriCorps members shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. City Year shall have no authority to assume or incur any obligation or responsibility for the District, or to make any warranty for or on behalf of the District, or to bind the District.

16. **Expenses**: The parties shall pay their respective attorney fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.

17. **No Assignment**. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other.

18. **No Third Party Beneficiary**. This is not a third party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.

19. **Severability**. In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall continue to be enforceable to the fullest extent permitted by law.

20. **Headings**. Any headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

21. **Counterparts Permitted**. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

22. **No Waiver**. A party to this Agreement may, on a single occasion or on multiple occasions, waive or fail to require full and timely performance of any obligation arising under this Agreement. Such waiver or failure to require full or timely performance shall not be deemed a permanent waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing or other defense of any nature to any obligation arising hereunder.

23. **Choice of Law and Venue**. This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of Texas, without regard to the conflicts of law provisions.

24. Notice. Any notice, demand, or other communication given or required to be given under this Agreement (sometimes collectively referred to as a "Notice") shall be in writing and shall be delivered to the address of the party as set forth below. Notice is deemed given on the day it is delivered if such day is a District working day, otherwise notice is deemed given on the next District working day.

If to: City Year, Inc.
118 N Medina St., 3rd Floor
San Antonio, TX, 78207
Attention: Abigale James Van Haselen, Executive Director
ajames3@cityyear.org

With a copy to:

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

If to: San Antonio Independent School District
of 514 W. Quincy Ave.
San Antonio, TX 78212
Attention: Dr. Jaime Aquino, Superintendent
jaquino1@saisd.net

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

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

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

_____ _____

By: Dr. Jaime Aquino Date
Its: Superintendent of Schools

CITY YEAR, INC.

_____ _____

By: Jessica Greenfield Date
Its: Chief Financial and Administrative Officer

Appendix A - Executive Summary - Statement of Partnership
City Year and School – 2022 through 2023

The Statement of Partnership outlines goals, Whole School Whole Child services, evaluation requirements, and conditions for success for the City Year and School partnership in connection with the **San Antonio Independent School District**.

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

ATTENDANCE

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

Goal:

Condition:

BEHAVIOR

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

Goal:

Condition:

COURSE PERFORMANCE: ELA/LITERACY

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

Goal:

Condition:

COURSE PERFORMANCE: MATH

Math Classroom (Instructional) Support (Tier 1)

Goal:

Condition:

CROSS INDICATORS

AFTER SCHOOL

After-school programming co-provider (Tier I)

Appendix B - AmeriCorp Instructional Expectations and Responsibilities
City Year and School – 2022 through 2023

The AmeriCorp Instructional Expectations and Responsibilities outlines expectated services provided and actions of corps members while working in schools in connection with the **San Antonio Independent School District**.

Monitoring Success

The City Year Team will ensure alignment to goals through ongoing monitoring of student outcomes:

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

Preparation and Training

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

- City Year Impact Managers will participate in a Summer Leadership Institute to align expectations and implementation, hosted by SAISD.
- City Year Impact Managers and AmeriCorp members will participate in district-level onboarding to include training on curriculum resources, best instructional practices, ELAR/Math Instruction, Social and Emotional Learning, and Content Based Language Instruction, hosted by the Curriculum, Instruction and Assessment Department Leadership.
- The City Year team will participate in summer training and on-going campus and district level professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for AmeriCorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies.
- The School Partner will introduce the AmeriCorps members to any outside afterschool program providers and/or orient them to afterschool program curricula.
- City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year AmeriCorps members, build team and share a plan for the year. The School Partner will introduce the AmeriCorps members to the school's vision and basic operations.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff.

Material Support

To the extent available, School agrees to provide the City Year Team with:

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

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

City Year Corp Member Expectations

The City Year Team will support the Partner School with the following activities, including but not limited to:

- Pulling small groups in Language Arts and Math to provide intervention and enrichment as needed, aligned to Tier I instruction.
- Support school wide enrollment and attendance strategies, including making phone calls to encourage students to come to school and participating in enrollment and recruiting events.
- Provide campus-wide strategies for SEL and community building such as greeting students at the beginning of the day, assisting with dismissal, and addressing individual students in need of classroom support and monitoring halls during passing periods.
- Work with classroom teacher to provide access to content to students with IEPs and Emergent Bilinguals through content and language supports.
- Planning and implementing engaging after school events aligned to classroom instruction.
- Create and assist with parent engagement activities throughout the school year.

APPENDIX C: AmeriCorps List of Non-Allowable Activities

Prohibited Activities (see 45 CFR § 2520.65):

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities:

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

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

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

All locations where members serve should post a list of the prohibited activities, when possible.

Additional AmeriCorps Restrictions (see 45 CFR § 2540.100):

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

Non-displacement.

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

APPENDIX D: Data Sharing Agreement

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

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

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

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

3. **Obligations of the District**. To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
   - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
   - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact;
   - facilitate and/or support the collection of student-level data as outlined below; and
   - provide all end of year data for the school year(s) covered under this agreement to City Year no later than October 1 of the following school year(s).

4. **Data Access, Acquisition, and Requirements**. From the District, City Year will receive the following identifiable, student-level information for all students in the schools that are part of this Agreement (a sample of the preferred data file formats is available):
   - attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
   - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
   - climate & culture data (e.g. student, teacher, family, or other climate survey results);

- ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
- ELA and math marking period grades and end-of-course grades;
- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

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

Each school will complete surveys which will be used for reporting of City Year's impact. These include:
- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to improve its services.

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

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

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

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

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

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

Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

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

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

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

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

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

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

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

   Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government

agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

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

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Curriculum, Instruction, & Assessment
Board Meeting Date:	June 20, 2022
Agenda Title:	Approval of the Renewal of the District Service Agreement between SAISD and City Year San Antonio for the 2022 – 2023 School Year
Presenter:	Kendra Doyle, Senior Executive Director for Curriculum, Instruction, and Assessment
Cost:	Title I Fund 211, $1,197,778
Board Goal:	1 - Increase Students Attending High-Quality Schools: Increase the District's overall grade under State accountability and increase the percent of campuses rated accomplished or higher on the SAISD School Performance Framework (SPF). 3 - Ensure Proficiency: Increase the percent of Grade 3 students on grade level in reading and math STAAR. 4 - Ensure Proficiency: Increase the percent of all students on grade level. 5 - Ensure Proficiency: Increase the percent of on-time, 4-year graduation and decrease dropout rates.
This MOU addresses the following:	☒Academics ☒Attendance ☒Behavior ☒Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
5,584	N/A	8	$26.81	N/A	$149,722.22

HISTORICAL DATA

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

Questions to consider: If a renewal, include data that supports this renewal	Is this a renewal? ☒Yes ☐ No City Year San Antonio has partnered with SAISD for over 25 years, beginning in 1997 with Carvajal Elementary School.

Is this an expansion of the program? If so, why?	During the 2021 – 2022 school year, 98 AmeriCorps members served approximately 7,000 SAISD students, providing over 100,000 hours of classroom and after school support on 9 campuses. Per the results of the City Year partner survey, 100% of principals agree that their school has a strong partnership with City Year. 93% of partner teachers are satisfied with the quality of service and the impact their partner AmeriCorps member have on students. In the 2022 – 2023 school year, City Year anticipates recruiting approximately 40 AmeriCorps members to serve on eight SAISD campuses. Each campus will receive at least five full time corps members for the year.

SAISD BOARD AGENDA SUMMARY FORM

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

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

REQUESTED BY: Nicole Franco, Chief of Staff

PRESENTER: Nicole Franco

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

Procurement Services' Recommendations to Board of Trustees for June 20, 2022.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

1. The Board is requested to approve the purchase of consultants, speakers and program presenters for professional development, district/campus support and student/staff programs. This purchase will provide professional development training, consulting, speeches at conferences or programs, developing educational assessments to SAISD staff including related purchases of materials and supplies for District-wide use on an "as needed" basis.
    - Recommended by: Academics & School Leadership
    - Submitted by: Patti Salzmann
    - Selection Method: Request for Proposal – RFP #22-006(VC)
    - Contract Term: Period covering August 1, 2022 through July 31, 2023
    - Funding Source: Various Funding
      (Subject to availability of funding for the 2022-2023 school year)

VENDORS	**AWARD AMOUNT**
95 Percent Group, LLC	$4,000,000 approximately
Agile Designs and Services, LLC	
American Reading Company	
Amplify Education, Inc.	
Anissa Moore Educational Consulting	
AVID Center	
Be GLAD, LLC	
Bookelicious, LLC	
Changing Hearts and Minds, LLC	
College Board	
Corwin Press, Inc.	
Discovery Education, Inc.	
Dual Language de Tejas	
Education Service Center, Region 20	

Eduphoria! Inc.
Engage! Learning, Inc., dba engage2learn
Executive Evolutions Coaching & Consulting Services, LLC
Family Service
Forde-Ferrier, LLC
friEdTechnology, LLC
Healthy Innovative Processes
Heather's Behavior Support Services
HighScope Educational Research Foundation
Holistic Fluency, LLC
Houghton Mifflin Harcourt
Houston Education Leadership Partners
IDE Corp
Kish Russell Grants & Compliance
KOI Education
Lakeshore Learning Materials
Luz Roth Global Vida Consultant
Magik Theatre
Magnet Schools of America, Inc.
Marzano Resources, LLC
My Tutor Helps Me Educational Services, LLC
New Teacher Center
NewRoot Learning Institute
Newsela, Inc.
Peay & Associates Consultant Group, LLC
Pencil Ladies, LLC
Project ARC, LLC
Really Great Reading Company, LLC
Rivera Educational Consulting, LLC
Scholastic, Inc.
Social Studies School Service / Nystrom Education
Solution Tree, Inc.
Stephen Ventura Consulting dba Advanced Collaborative Solutions
Teacher Created Materials
Teaching Strategies, LLC
TEZ JONES Training Solutions, LLC
The DoSeum
The Dynamic Leader, LLC
The Tobin Center for the Performing Arts
The Writing Academy, LLC
VB Educator Consulting, LLC

2. The Board is requested to approve the purchase of general student learning materials and software. This purchase will provide general materials and software for students in grades PreK-12 District-wide use on an "as needed" basis.
    - Recommended by: Academics & School Leadership

- Submitted by: Patti Salzmann
- Selection Method: Invitation for Bid – IFB #22-008(AS)
- Contract Term: Period covering August 1, 2022 through July 31, 2023
- Funding Source: Various Funding
  (Subject to availability of funding for the 2022-2023 school year)

VENDORS	**AWARD AMOUNT**
ABDO Publishing Co.	$6,000,000 approximately
ACT, Inc.	
Advanced Technologies Consultants	
Agile Mind Educational Holdings, Inc.	
Alamo Classroom Solutions	
Amplify Education, Inc.	
Axiom Learning	
B.E. Publishing	
Bamboo Learning	
BESPREP	
BlueStreak Education, Inc.	
Brain Hive	
Brain POP, LLC	
BRBM Publishing LLC dba Sweet Pipes	
Breakthrough Technologies	
BrightThinker, Inc.	
Building Wings, LLC	
Cambridge Educational Services	
CareerSafe,	
Cengage Learning, Inc.	
Children's Plus, Inc.	
Classwork Co. dba Classkick	
CodeStream Studios, Inc.	
College Board	
Complete Book and Media Supply, LLC	
Cosenza & Associates, LLC	
Coughlan Companies, LLC dba Capstone	
Crabtree Publishing Company	
Curriculum Associates, LLC	
Data Classroom	
Data Makes the Difference, LLC	
Delaney Educational Enterprises	
Different Roads to Learning	
Digital Theater (USA) LLC	
Discovery Education, Inc.	
Don Johnston, Incorporated	
DreamBox Learning	
EAI Education	
ECS Learning Systems	
Edgenuity	

Editorial Edinumen/Edinumen USA
eDynamic Holdings, LP
Escape Classrooms LLC dba Escape Rooms 4 Schools
Etahand2mind
Explore Learning, LLC
Express Booksellers
Findaway World, LLC
Flinn Scientific, Inc.
Follett Content Solutions, Inc.
Formative
Frog Publications
GBCSTORIES.COM, LLC
GF Educators, Inc.
GL Group Inc., dba Booksource
Goodheart-Wilcox Publisher
Happy Numbers, Inc.
Hiperware Labs
Houghton Mifflin Harcourt
Immersed Games, Inc.
Integral Mathematics, Inc.
IXL Learning
KAMICO Instructional Media, Inc.
Keystone Books and Media
Knowsys Educational Services, LLC
Lakeshore Learning Materials
Learning A-Z, LLC
LECTORUM PUBLICATIONS, INC.
Legends of Learning, Inc.
Mackin Educational Resources
Macmillan Holdings LLC, dba MPS, c/o Bedford, Freeman & Worth Publishing Group
Marco Products, Inc.
MobyMax
MYVRSPOT, LLC
Nasco Education, LLC
National Educational Systems, Inc.
National School Products
NewRoot Learning Institute
Newsela, Inc.
NoRedInk
Northwest Evaluation Association
Okapi Educational Publishing, Inc.
PASCO Scientific
Pencil Ladies, LLC
Perfection Learning
Pitsco Education, LLC
Press4Kids, Inc.
ProLiteracy Worldwide dba New Readers Press

Rainbow Book Company
Reading Horizons
Rethink Autism, Inc.
Richard C. Owen Publishers, Inc.
Riverside Assessments, LLC dba Riverside Insights
Scenario Learning dba Vector Solutions
Scholastic, Inc.
School Specialty, Inc.
Smarty Ears, LLC
Smarty Symbols, LLC
Supporting Science, Inc.
Teachers Discovery, Inc.
Teaching Strategies, LLC
Technical Laboratory Systems, Inc.
TestOut Corporation
Textbook Warehouse
The Writing Academy, LLC
Thimble.io
Thinking Nation
ThinkLaw
Tobi Dynavox, LLC
TouchMath Acquisition, LLC
Vista Higher Learning, Inc.
Voyager Sopris Learning, Inc.
Writing by Design
Zearn

3. The Board is requested to approve the purchase of outdoor courtyard furniture for Poe Middle School. This purchase will provide tables and chairs for the courtyard outdoor learning space.
    - Recommended by: Capital Improvements
    - Submitted by: Taylor Griffith
    - Selection Method: Buyboard Purchasing Cooperative Contract #667-22
    - Contract Term: Period covering June 21, 2022 through August 1, 2022
    - Funding Source: Federal – 258-11-6639-00-060-99-0-01

VENDOR	**AWARD AMOUNT**
Hertz Furniture	$105,934 approximately

4. The Board is requested to approve the purchase of courtyard renovations for Poe Middle School. This purchase will provide pagoda, umbrellas and decking for the courtyard outdoor learning space.
    - Recommended by: Capital Improvements
    - Submitted by: Taylor Griffith
    - Selection Method: Buyboard Purchasing Cooperative Contract #581-19
    - Contract Term: Period covering June 21, 2022 through February 28, 2023
    - Funding Source: Federal – 258-11-6639-00-060-99-01-01

VENDOR	AWARD AMOUNT
LMC Corporation	$154,000 approximately

5. The Board is requested to approve the purchase of Sanitation and Food Safety System. This purchase will provide cleaning supplies and provide food safety training for all campus kitchens and cafeterias District-wide on an "as needed" basis. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.
    - Recommended by: Child Nutrition Services
    - Submitted by: Dr. Jennifer Sides
    - Selection Method: Request for Proposal – RFP #22-013(VC)
    - Contract Term: Period covering July 14, 2022 through July 14, 2023 with the option to renew for four (4) additional one (1) year periods
    - Funding Source: Federal – 240-35-6342-00-887-3-99-0-00

VENDOR	AWARD AMOUNT
PortionPac Chemical Corporation	$128,325 approximately

6. The Board is requested to approve an increase in the expenditure for the purchase of Audio-Video Production and Livestream to provide connection and means for District personnel to execute a livestream feed to an external audience. This purchase was originally approved in the amount of $95,000 on March 21, 2022. Resolved that the Board approve the increasing expenditure by $130,000. This purchase will utilize existing District audio/video infrastructure at Alamo Stadium and Alamo Convocation Center and provide equipment and service support for deficient areas to broadcast internally high school graduation ceremonies.

    - Recommended by: Communications
    - Submitted by: Laura Short
    - Selection Method: Request for Proposal – RFP #22-001(VC)
    - Contract Term: Period covering June 21, 2022 through March 22, 2023 with the option to renew for one (1) additional year
    - Funding Source: Local – 199-11-6299-00-359-11-805

VENDORS	AWARD AMOUNT
Bauhaus Media Total Media Solutions	$130,000 (annually) approximately

7. The Board is requested to approve the ratification for the purchase of Summer Bridge resources for all High Schools. This purchase will be used for Algebra I, English I and US History for all summer school participants.
    - Recommended by: Curriculum, Instruction and Assessment
    - Submitted by: Kendra Doyle
    - Selection Method: Region 20 Contract #18030
    - Contract Term: Period covering May 12, 2022 through June 30, 2022
    - Funding Source: Federal – 282-11-6399-00-699-11-R25

VENDOR	AWARD AMOUNT
Sirius Education Solutions, LLC	$138,190 approximately

8. The Board is requested to approve the purchase of Teachtown a core-curriculum based on applied behavior analysis that provides students with moderate and severe disabilities including students with autism and other intellectual disabilities access to the general education curriculum. This purchase will be used students in grades 1 through 12 District-wide.
    - Recommended by: Disability and Learning Support Services
    - Submitted by: Dr. Kristen Williams
    - Selection Method: Region 19 Contract #21-7397
    - Contract Term: Period covering June 21, 2022 through February 28, 2023
    - Funding Source: Federal – 284-11-6399-00-198-23-000 - $703,202
      Federal – 284-13-6399-65-198-23-000 - $125,589
      Federal – 224-13-6299-88-198-23-000 - $ 14,150

VENDOR	AWARD AMOUNT
Jigsaw Learning, LLC dba Teachtown	$842,941 approximately

9. The Board is requested to approve the purchase of Institute for Multisensory Education Dyslexia Professional Development and Student/Teacher Materials. This purchase will train teachers in the implementation of IMSE, the District adopted Dyslexia intervention program on an "as needed" basis District-wide.
    - Recommended by: 504/Dyslexia Department
    - Submitted by: Julie Ann Gonzalez
    - Selection Method: CTPA Joshua ISD #2021-02
    - Contract Term: Period covering June 21, 2022 through June 30, 2023
    - Funding Source: State – 429-13-6299-00-866-37-000 - $136,990
      State – 429-11-6399-00-866-37-000 - $68,389
      Federal – 224-11-6399-95-198-23-000 - $20,798

VENDOR	AWARD AMOUNT
Institute for Multisensory Education	$226,177 approximately

10. The Board is requested to approve the purchase of Professional Development Modules on 504 and Dyslexia Awareness: Dyslexia Identification and Assessment for Informing Instruction; and Dyslexia Orton-Gillingham Approach. This purchase will require staff to complete the Dyslexia and Section 504 modules to increase their knowledge in Dyslexia and Section 504 to assure compliance with Federal State Law.
    - Recommended by: 504/Dyslexia Department
    - Submitted by: Julie Ann Gonzalez
    - Selection Method: Region 19 #22-7423
    - Contract Term: Period covering June 21, 2022 through December 31, 2022
    - Funding Source: State – 429-13-6299-00-866-37-000

VENDOR	AWARD AMOUNT
Scenario Learning, LLC dba Vector Solutions	$54,080 approximately

11. The Board is requested to approve the purchase of Excess Workers' Compensation Insurance. This purchase will be used for the Districts' self-insured workers' compensation claims. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Matthew Nielsen
- Selection Method: Request for Proposal – RFP #22-009(VC)
- Contract Term: Period covering July 1, 2022 through June 30, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: Federal – 753-98-6429-16-995-99-7-35

VENDOR	**AWARD AMOUNT**
USI Southwest, Inc.	$146,147 (annually) approximately

12. The Board is requested to approve the purchase of Fully Insured Basic Life/AD&D and Voluntary Life Insurance. This purchase will provide Basic Life/AD&D and Voluntary Life Insurance for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Lorena Rios
- Selection Method: Request for Proposal – RFP #22-015(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – 183-00-2153-16-000-00-0-00

VENDOR	**AWARD AMOUNT**
Securian Financial Group, Inc.	$302,990 (annually) approximately

13. The Board is requested to approve the purchase of Fully Insured Dental Third Party Administrator/Carrier and Network Options Insurance. This purchase will provide dental insurance for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Lorena Rios
- Selection Method: Request for Proposal – RFP #22-016(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – 183-00-2153-25-000-00-0-00

VENDOR	**AWARD AMOUNT**
Metropolitan Life Insurance Company	$1,332,000 (annually) approximately

14. The Board is requested to approve the purchase of Fully Insured Employee Assistance Plan Insurance. This purchase will provide employee assistance insurance for District employees

and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Lorena Rios
- Selection Method: Request for Proposal – RFP #22-017(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – 771-98-6299-12-735-99-0-00

VENDOR	**AWARD AMOUNT**
Aetna Behavioral Health	$110,000 (annually) approximately

15. The Board is requested to approve the purchase of Self Insured Employee Medical Plan-Third Party Administrator/Carrier and Network Options Insurance. This purchase will provide health insurance for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Lorena Rios
- Selection Method: Request for Proposal – RFP #22-018(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – will require account setup

VENDOR	**AWARD AMOUNT**
Aetna Life Insurance Company	$2,950,000 (annually) approximately

16. The Board is requested to approve the purchase of Self Insured Pharmacy Benefit Manager Services and Specialty Rx Program Insurance. This purchase will provide Pharmacy Benefits Services and Specialty Rx Program for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Lorena Rios
- Selection Method: Request for Proposal – RFP #22-019(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – 771-98-6299-17-735-99-0-00

VENDOR	**AWARD AMOUNT**
PCARx	$326,400 (annually) approximately

17. The Board is requested to approve the purchase of Fully Insured Employee Paid Voluntary Accident Plan Insurance. This purchase will provide accident insurance for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals

or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Lorena Rios
- Selection Method: Request for Proposal – RFP #22-020(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – 183-00-215-3-52-000-00-0-00

VENDOR	**AWARD AMOUNT**
Aetna Insurance Company	Employee Paid

18. The Board is requested to approve the purchase of Fully Insured Employee Paid Voluntary Critical Illness Plan Insurance. This purchase will provide critical illness insurance for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Lorena Rios
- Selection Method: Request for Proposal – RFP #22-021(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – 183-00-2153-64-000-00-0-00

VENDOR	**AWARD AMOUNT**
Aetna Insurance Company	Employee Paid

19. The Board is requested to approve the purchase of Fully Insured Voluntary Vision Plan Insurance. This purchase will provide vision insurance for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Lorena Rios
- Selection Method: Request for Proposal – RFP #22-022(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – 183-00-2153-29-000-00-0-00

VENDOR	**AWARD AMOUNT**
Vision Service Plan	Employee Paid

20. The Board is requested to approve the purchase of Fully Insured Employee Paid Disability Plan Insurance. This purchase will provide disability insurance for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Employee Benefits, Risk Management and Safety Department
- Submitted by: Lorena Rios

- Selection Method: Request for Proposal – RFP #22-023(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – 183-00-2159-77-000-00-0-00

VENDOR	**AWARD AMOUNT**
Standard Insurance Company	Employee Paid

21. The Board is requested to approve the purchase of HAS and FSA Plan Administration. This purchase will provide health savings account, flexible spending account and dependent care accounts for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.
    - Recommended by: Employee Benefits, Risk Management and Safety Department
    - Submitted by: Lorena Rios
    - Selection Method: Request for Proposal – RFP #22-024(VC)
    - Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
    - Funding Source: State – 771-98-6299-13-735-99-000
      State – 771-98-6299-11-735-99-000
      State – 771-98-6299-15-735-99-000

VENDOR	**AWARD AMOUNT**
Metropolitan Life Insurance Company	$30,000 (annually) approximately

22. The Board is requested to approve the purchase of Fully Insured Employee Paid Legal Assistance. This purchase will provide Legal Insurance for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.
    - Recommended by: Employee Benefits, Risk Management and Safety Department
    - Submitted by: Lorena Rios
    - Selection Method: Request for Proposal – RFP #22-025(VC)
    - Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
    - Funding Source: State – will require account setup

VENDOR	**AWARD AMOUNT**
Metropolitan Life Insurance Company	Employee Paid

23. The Board is requested to approve the purchase of Fully Insured Voluntary Pet Insurance Plan. This purchase will provide Pet Insurance for District employee's pets. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.
    - Recommended by: Employee Benefits, Risk Management and Safety Department
    - Submitted by: Lorena Rios

- Selection Method: Request for Proposal – RFP #22-026(VC)
- Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: State – will require account setup

VENDOR	**AWARD AMOUNT**
AFLAC	Employee Paid

24. The Board is requested to approve the purchase of COBRA Administration Insurance. This purchase will provide COBRA Insurance for District employees and their eligible dependents. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.
    - Recommended by: Employee Benefits, Risk Management and Safety Department
    - Submitted by: Lorena Rios
    - Selection Method: Request for Proposal – RFP #22-028(VC)
    - Contract Term: Period covering January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one (1) year periods
    - Funding Source: State – 771-98-6299-10-735-99-0-00

VENDOR	**AWARD AMOUNT**
Payflex Systems USA	$26,596 (annually) approximately

25. The Board is requested to approve the purchase of HVAC, building maintenance, and facility support repair, installation, operation supplies and equipment. This purchase will provide repairs for District-wide use on an "as needed" basis.
    - Recommended by: Facilities Services
    - Submitted by: Aaron Stein
    - Selection Method: Various Cooperatives
    - Contract Term: Period covering July 1, 2022 through June 30, 2023
    - Funding: Various Funding
      (Subject to availability of funding for the 2022-2023 school year)

VENDORS	**AWARD AMOUNT**
Accu-Aire Mechanical – Buyboard #638-21	$6,360,000 approximately
AIRCO Mechanical – Buyboard #638-21	
AJ Monier – JISD #18-34	
Alterman Management Group – Buyboard #638-21	
BC Solutions dba Amcon Controls – NEISD #133-18	
Buckeye Cleaning Center – NEISD #57-20	
CAPP USA – Buyboard #631-20	
Carrier Corporation – Buyboard #631-20	
Carrier Enterprises – Buyboard #631-20	
Central Electric – SWISD #RFQ 1718-022	
Crawford Electric – Buyboard #657-21	
Dewinne Equipment Company – Buyboard #611-20	
Facility Solutions Group – Buyboard #638-21	
Filters4air (Filtration Products) – Region 20 #21027	
Garratt-Callahan Company – NEISD #21-21	

Gillette Air Conditioning- Buyboard #638-21
Grainger – TX-MAS #18-51V06
Graybar Electric Co. – DIR-TSO-4359
Gulf Coast Paper Company – NEISD #03-19
Heat Transfer Solutions – Buyboard #631-20
Hill Country Electric – Region 20 #21027
Home Depot – OMNIA #16154
Insco Distributing – NEISD #133-18
Johnson Controls – TIPS #22010601
Klecka Electric Company – NEISD #22-21
Larry Wunsch & Associates – NEISD #92-18
LED Electric – Buyboard #602-20
Lonestar Armature – NEISD #133-18
Massengale Armature – Buyboard #589-19
MB Dustless Air Filter – Buyboard #631-20
Mechanical Maintenance of Texas – NEISD #27-19
Opiela Mechanical, Inc. – NEISD #22-21
Rexel USA – NEISD #57-20
Safeway Supply – NEISD #49-20
Sherwin Williams – NEISD #113-19
Sunbelt Rentals – OMNIA #R200601
Texas Chiller Systems – TXMAS - #18-03FAC04
Texas Lighting, NEISD #22-21
Trane Supply – Buyboard #631-20
Tree Service of San Antonio – SAISD #17-047
Winston Water Cooler – Buyboard #657-21

26. The Board is requested to approve the ratification for the purchase of pre-packaged backpacks with school supply kits. This purchase will provide back to school supplies to 20,000+ students in all school grades PK-12.
    - Recommended by: Family and Community Engagement
    - Submitted by: Elsa Griffin
    - Selection Method: Invitation for Bid – IFB #18-033(RC)
    - Contract Term: Period covering May 18, 2022 through June 30, 2022
    - Funding Source: Federal – 282-61-6399-00-727-99-R50

VENDOR	**AWARD AMOUNT**
Alamo Classroom Solutions	$183,987 approximately

27. The Board is requested to approve the purchase of the Replacement of the DX System, replace condenser and air handler. This purchase will be for Kelly E.S. new wing classrooms and hallway.
    - Recommended by: Facilities Services
    - Submitted by: Manuel Salinas
    - Selection Method: Buyboard Purchasing Cooperative Contract #638-21
    - Contract Term: Period covering June 21, 2022 through July 22, 2022
    - Funding Source: Bond – 661-81-6629-00-143-99-H10

VENDOR	AWARD AMOUNT
The Brandt Companies, LLC	$112,939 approximately

28. The Board is requested to approve the purchase of Fine Arts Color Guard Instructors. This purchase will design color guard programs to include the visual and musical component, work with marching band director and teach students color guard material across the SAISD High Schools on an "as needed" basis for District-wide use. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Fine Arts
- Submitted by: Daniel Loudenback
- Selection Method: Invitation for Bid – IFB #22-011(AS)
- Contract Term: Period covering June 21, 2022 through June 20, 2023 with the option to renew for four (4) additional one (1) year periods
- Funding Source: Local – 198-36-6299-95-xxx-99-103
  (Subject to the availability of funding for the 2022-2023 school year)

VENDORS	AWARD AMOUNT
Performer's Academy, LLC	$238,000 approximately
Generation NEXT, LLC the education Initiative of The Tobin Center for the Performing Arts	

29. The Board is requested to approve the purchase of Electronic Equipment Disposal. This purchase will support the recycling of electronic and computer equipment including pickup, data destruction and credits to allow for the purchasing of parts and accessories for all departments and campuses on an "as needed" basis for District-wide use. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Information Technology
- Submitted by: Stephen Haskin
- Selection Method: Request for Proposal – RFP #22-030(RC)
- Contract Term: Period covering July 1, 2022 through June 30, 2025 with the option to renew for two (2) additional one (1) year periods
- Funding Source: No Cost to the District

VENDORS	AWARD AMOUNT
ATX Global Trading	-0-
eTech Parts Plus	
Vantage Point ITAD	

30. The Board is requested to approve the ratification for the purchase of fully managed cellular services for fire alarms, 911 calls, elevators and security alarms. This purchase will support copper telephone lines that are aging and being phased out by telephone companies. Replacing copper telephone lines with cellular service offers better reliability and maintenance cost savings. Critical school systems rely on cellular service for first responder notifications.

- Recommended by: Information Technology
- Submitted by: Dr. Kenneth Thompson
- Selection Method: Invitation for Bid – IFB #19-050(RC)
- Contract Term: Period covering June 21, 2022 through August 19, 2022
- Funding Source: Bond - various

VENDOR	**AWARD AMOUNT**
Advance Detection Security Services, Inc.	$52,588 approximately

31. The Board is requested to approve the increase in expenditure for window based computers, Chromebooks and related services on an "as needed" basis for District-wide use. This purchase was originally approved in the amount of $4,000,000 on June 21, 2021. Resolved that the Board approve the increasing expenditure by $5,000,000
    - Recommended by: Information Technology
    - Submitted by: Dr. Kenneth Thompson
    - Selection Method: Request for Proposal – RFP #21-021(VC)
    - Contract Term: Period covering June 22, 2022 through June 22, 2025 with the option to renew for two (2) additional one (1) year periods
    - Funding Source: Various Funding

VENDORS	**AWARD AMOUNT**
Dell Technologies GTS Technology Solutions, Inc. Netsync Network Solutions Technology Integration Group	$5,000,000 approximately

32. The Board is requested to approve the purchase and implementation of Apple, Inc., to make purchases of Apple technology for the students and staff on an "as needed" basis for District-wide use. This purchase will support the learning and teaching of all on request.
    - Recommended by: Information Technology
    - Submitted by: Dr. Kenneth Thompson
    - Selection Method: Department of Information Resources (DIR) – DIR-TSO-3789
    - Contract Term: Period covering June 21, 2022 through May 7, 2023
    - Funding Source: Various Funding

VENDOR	**AWARD AMOUNT**
Apple, Inc.	$5,000,000 approximately

33. The Board is requested to approve the purchase of Microsoft 365 and Microsoft Azure District Subscription License. This subscription empowers educator to unlock creativity, promote teamwork and provide simple and safe experience in a single affordable solution built for education. This purchase will provide yearly licenses for all campuses District-wide for all students to the Microsoft suite of tools weather they are on premises or engaged in district learning.
    - Recommended by: Information Technology
    - Submitted by: Dr. Kenneth Thompson
    - Selection Method: The Interlocal Purchasing System (TIPS) - #200105
    - Contract Term: Period covering June 21, 2022 through May 31, 2023

- Funding Source: Local – 199-53-6299-95-950-99-084

VENDOR	AWARD AMOUNT
CDW-Government	$340,160 approximately

34. The Board is requested to approve the purchase of High School Clinical Counseling. This purchase will provide clinical counseling services to students registered in the 8 high schools on an "as needed" basis for District-wide use. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.
    - Recommended by: Student and Academics Support Services
    - Submitted by: Victoria Bustos
    - Selection Method: Request for Proposal – RFP #22-010(VC)
    - Contract Term: Period covering June 21, 2022 through June 19, 2023 with the option to renew for one (1) additional one (1) year period
    - Funding Source: Local – 164-31-6299-00-xxx-30-860
      (Subject to the availability of funding for the 2022-2023 school year)

VENDOR	AWARD AMOUNT
The Meadows Mental Health Policy Institute	$543,000 (annually) 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.
[X] SAISD will facilitate a successful Bond initiative and its implementation.
[X] SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

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PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: RFP 22-006 (VC) Consultants, Speakers, and Program Presenters for Professional Development, District/Campus Support, and Student/Staff Programs.

2. How will goods and/or services be used? (List Campus/Grades impacted): To provide professional development training, consulting, speeches at conferences or programs, and development of educational curriculum and assessments for SAISD staff, including related purchases of materials and supplies. Services provided will be determined as needed.

3. Submitted by: Patti Salzmann (Printed Name) Academics & School Ldrshp (Department) 05/16/2022 (Date)

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

5. Selection Method Used: (check one)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP# 22-006 (VC)
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source Contract Expiration Date: 07/31/2023
   - [ ] Other

6. Purchase valid from: 08/01/2022 through: 07/31/2023

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

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

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

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

    Provide Budget Codes & Descriptions: Subject to availability of funding for the 2022-2023 school year. Various campuses and department budgets will be used. Request is for approval of the vendors for services. Budget code will be provided upon request for services.

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

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12. Additional Impact:

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

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

Requestor Signature	Patti Salzmann Type Name	5/17/2022 Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Executive Director of Operations, Business Services Signature	Edward M. Romero Type Name	5/17/2022 Date

COORDINATION CONDUCTED WITH (if required):

Chief Financial Officer, Financial Services Signature	Larry Garza Type Name	5/20/2022 Date
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Dr. Kenneth Thompson 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: May 2, 2022

Reviewed By: RC

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RFP# 22-006(VC) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
95 PERCENT GROUP LLC	475 Half Day Road, Suite 350	Lincolnshire, IL 60069	Brad Lindaas	(847) 499-8200	rfp@95percentgroup.com
Agile Designs and Services LLC	8527 Antler Drive	St. Louis, MO 63117	Shenelle DuBose	(314) 480-0677	shenelle@agiledesignservices.com
American Reading Company	480 Norristown Road	Blue Bell, PA 19422	Allan Struzinski	(866) 810-2665	contracts@americanreading.com
Amplify Education, Inc.	55 Washington Street, Suite 800	Brooklyn, NY 11201	Richard Morris	(212) 796-2444	proposals@amplify.com
Anissa Moore Educational Consulting	10539 Rainbow View	Helotes, TX 78023	Anissa Moore	(210) 530-1095	anissamoorebcba@gmail.com
AVID Center	9797 Aero Drive, Suite 100	San Diego, CA 921213	David Greulich	(833) 284-3227	contracts@avid.org
Be GLAD LLC	3141 Stevens Creek Boulevard, Suite 353	San Jose, CA 95117	Jabbar Beig	(844) 438-4523	Jabbar@beGLADtraining.com
Bookelicious, LLC	555 Bryant #353	Palo Alto, CA 94301	Lacy Henderson	(855) 419-5515	sales@bookelicious.com
Changing Hearts and Minds LLC	6737 20th Street East, Apt. 2	Fife, WA 98424	Natasha Scott	(253) 222-9728	drscott@changingmindsandhearts.com
College Board	250 Vesey Street	New York, NY 10281	Alex Chavarry	(512) 721-1809	kwilsonwoodson@collegeboard.rog
Corwin Press, Inc	2455 Teller Road	Thousand Oaks, CA 91320	Star Rodriguez	(800) 375-5291	Sales@Corwin.com
Discovery Education, Inc.	4350 Congress Street, Suite 700	Charlotte, NC 28209	Travis Barrs	(800) 323-9084	JNeitzel@DiscoverEd.com
Dual Language de Tejas	410 Cactus Street	San Antonio, TX 78203	Dr. Olivia Hernandez	(956) 369-2762	Olivia@dldetejas.org

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RFP# 22-006(VC) Awarded Vendors

Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Education Service Center, Region 20	1314 Hines Avenue	San Antonio, TX 78208	Jeff Goldhorn, Ph.D.	(210) 370-5200	jeffgoldhorn@esc20.net
Eduphoria! Inc.	1700 Alma Drive, Suite 410	Plano, TX 75075	Teal Shalek	(214) 291-5255	sales@eduphoria.net
Engage! Learning, Inc. dba engage2learn	8911 North Capital of Texas Highway, Suite 4200-1065	Austin, TX 78759	Karen Cuttill	(833) 325-4769 X 734	karencuttill@engage2learn.org
Executive Evolutions Coaching & Consulting Services, LLC	8497 Wembley	Fair Oaks Ranch, TX 78015	Elvis Williams	(214) 566-4277	educationnation@hotmail.com
Family Service	702 San Pedro	San Antonio, TX 78212	Mary E. Garr	(210) 299-4498	mgarr@family-service.org
Forde-Ferrier, LLC	4715 Newcome	San Antonio, TX 78229	Hector Rivera	(800) 575-8269	hector@fordeferrier.com
friEdTechnology llc	309 Tanglewood Drive	Conroe, TX 77301	Amy Mayer	(936) 228-9902	esther@fried.tech
Healthy Innovative Processes	5282 Medical Drive, Suite 605	San Antonio, TX 78229	Patricia E. Adams, DMin, LPC-S	(210) 447-7373	padams@zwgroup.net
Heather's Behavior Support Services	3 Road 6285	Kirkland, NM 87417	Heather Robbins	(505) 402-6142	hldrobbins@gmail.com
HighScope Educational Research Foundation	600 North River Street	Ypsilanti, MI 48198	Alejandra Barraza	(800) 407-7377	www.highscope.org
Holistic Fluency, L.L.C.	505 Benton Drive, Suite 8108	Allen, TX 75013	Anika S. Jones		anika@holisticfluency.com
Houghton Mifflin Harcourt	1900 South Batavia Avenue	Geneva, IL 60134	Shawn Weirather	(800) 225-5425	hmh.bids@hmhco.com

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RFP# 22-006(VC) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Houston Education Leadership Partners	12602 Summer Lake Ranch Drive	Houston, TX 77044-2646	Cecilia Hawkins	(281) 830-6667	Chawkins@leadershippartnerstx.com
IDE Corp	545 Island Road, Suite 3B	Ramsey, NJ 07446	Boyd Adolfsson	(833) 465-2842	businessoffice@idecorp.com
Kish Russell Grants & Compliance	7139 Oakridge	San Antonio, TX 78229	Kish Russell-Yoquelet	(210) 289-3016	kishrussell@yahoo.com
KOI Education	99 East Virginia Avenue, Suite 120	Phoenix, AZ 85004	Cathy Yurchick	(480) 420-6564	cathy@koi-education.com
Lakeshore Learning Materials	2695 East Dominguez Street	Carson, CA 90895	Sung Kim	(800) 421-5354	biddept@lakeshorelearning.com
Luz Roth Global Vida Consultant	2100 North Greenville Avenue, Suite 201-W	Richardson, TX 75081	Viviana Hall	(972) 400-5963	viviana.hall@globalvida.net
Magik Theatre	420 North Alamo	San Antonio, TX 78205	Frank Villani	(210) 227-2751 X 210	lisa@magiktheatre.org
Magnet Schools of America Inc	1909 K Street, Northwest, Suite C-140	Washington, DC 20006	Todd Mann	(202) 824-0672	kelly.bucherie@magnet.edu
Marzano Resources, LLC.	555 North Morton Street	Bloomington, IN 47404	Tony Toohill	(800) 733-6786	bids@marzanoresources.com
My Tutor Helps Me Educational Services LLC	8307 Office Park Drive Suite C	Douglasville, GA 30134	Dametra Bryant	(770) 675-6311	demitra@mytutorhelpsme.com
New Teacher Center	1205 Pacific Avenue, Suite 301	Santa Cruz, CA 95060	Arthur Mills IV	(831) 600-2200	rfp@newteachercenter.org
NewRoot Learning Institute	910 West Van Buren Street, Suite 710	Chicago, IL 60607	Elizabeth Kesner	(773) 312-3898	info@newroot.org
Newsela, Inc.	500 5th Avenue, Floor 28	New York, NY 10110	Chris Mezzatesta	(201) 966-9555	procurement@newsela.com

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RFP# 22-006(VC) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Peay & Associates Consultant Group LLC	#115 1100 Jefferson Road, Suite 12	Rochester, NY 14623	Dr. Yolanda Peay	(888) 612-1841	dr.peay@peayandassociates.com
Pencil Ladies, LLC	998 South State Highway, 208	Colorado City, TX 79512	Joan Tolle	(325) 424-0527	joan@pencilladies.com
Project ARC, LLC	4900 Meining Road	Berthoud, CO 80513	Dayna Laur, Ed. D.	(717) 379-8608	dayna@proj-acr.com
Really Great Reading Company, LLC	PO Box 46	Cabin John, MD 20818	Kim Stuckey	(866) 401-7323	kim.stuckey@reallygreatreading.com
Rivera Educational Consulting LLC	1314 Vance Street	Edinburg, TX 78539	Gloria C. Rivera		gloria.c.rivera@gmail.com
Scholastic Inc.	557 Broadway	New York, NY 10012	Toni Abrahams	(203) 797-3846	rfp-scholastic@scholastic.com
Social Studies School Service / Nystrom Education	PO Box 802	Culver City, CA 90232	David Weiner	(800) 421-4246	bids@socialstudies.com
Solution Tree Inc	555 North Morton Street	Bloomington, IN 47404	Tony Toohill	(800) 733-6786	bids@solutiontree.com
Stephen Ventura Consulting d/b/a Advanced Collaborative Solutions	1645 Granache Way	Templeton, CA 93465	Michelle Ventura	(805) 801-4311	michelle@steveventura.com
Teacher Created Materials	5301 Oceanus Drive	Huntington Beach, CA 92649	Mary Kittrelle	(800) 858-7339	RFPs@tcmpub.com
Teaching Strategies, LLC	4500 East West Highway, Suite # 300	Bethesda, MD 20814	Heather O'Shea	(301) 634-0818	legal@teachingstrategies.com
TEZ JONES Training Solutions, LLC	PO Box 174501	Arlington, TX 76003	Montez Jones		info@tjts14.com

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RFP# 22-006(VC) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
The DoSeum	2800 Broadway	San Antonio, TX 78209	Chris Navarro	(210) 572-0655	cnavarro@thedoseum.org
The Dynamic Leader, LLC	14222 Clear Creek	San Antonio, TX 78232	Dane Bauerle	(210) 240-2575	dane@saleadershipacademy.com
The Tobin Center for the Performing Arts	115 Auditorium Circle	San Antonio, TX 78205	Jeff Lasante	(210) 223-3333 X 7014	jeff.lasante@tobincenter.org
The Writing Academy, LLC	3502 Columbia Memorial Parkway	Kemah, TX 77565	Randi Whitney	(281) 549-4466	kelley@twa.net
VB Educator Consulting LLC	7225 Ashbourne Way	Fort Worth, TX 76133	Veleria Brown	(817) 705-3239	vbmastered@gmail.com

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PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: IFB# 22-008 (AS) "General Student Learning Materials & Software"

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

3. Submitted by: Patti Salzmann (Printed Name) | Academics & School Ldrshp (Department) | 05/16/2022 (Date)

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

5. Selection Method Used: (check one)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB# 22-008 (AS)
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source Contract Expiration Date: 07/31/2023
   - [ ] Other

6. Purchase valid from: 08/01/2022 through: 07/31/2023

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

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

9. Total Cost for Goods and/or Services to be Purchased: $ 6,000,000.00 *Approximately*

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

    Provide Budget Codes & Descriptions: subject to availability of funding for the 2022-2023 school year. Various campus and department budgets will be used. Request is for approval of vendors for goods. Budget code will be provided upon request for services.

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

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12. Additional Impact:

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

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

Requestor Signature	Patti Salzmann Type Name	5/19/2022 Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Executive Director of Operations, Business Services Signature	Edward M. Romero Type Name	5/20/2022 Date

COORDINATION CONDUCTED WITH (if required):

Chief Financial Officer, Financial Services Signature	Larry Garza Type Name	5/23/2022 Date
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Dr. Kenneth Thompson 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: May 2, 2022

Reviewed By: RC

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IFB# 22-008 (AS) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
ABDO Publishing Company	PO Box 398166	Minneapolis, MN 55439	Tyler Gieseke	(800) 800-1312	bids@abdobooks.com
ACT, Inc.	500 ACT Drive	Iowa City, IA 52243	Blake Curwen	(319) 337-1717	proposals@act.org
Advanced Technologies Consultants	110 West Main Street	Northville, MI 48167	Thomas S. Close	(800) 348-8447	tclose@atctrain.com
Agile Mind Educational Holdings, Inc.	1705 West Northwest Highway, Suite 160	Grapevine, TX 76051	Linda J. Chaput	(603) 340-4706	lmayhan@agilemind.com
Alamo Classroom Solutions	14044 Nacogdoches Road, Suite 103	San Antonio, TX 78247	Miriam Guzman	(210) 314-1057	mguzman@alamocrsolutions.com
Amplify Education, Inc.	55 Washington Street	Brooklyn, NY 11201	Richard Morris	(212) 213-8177	proposals@amplify.com
Axiom Learning	1506 90th PL NE	Clyde Hill, WA 98004	Emily Roman	(408) 343-9882	eroman@axiomlearning.com
B.E. Publishing	PO Box 8558	Warwick, RI 02888	Erin Mainville	(888) 781-6921	info@bepublishing.com
Bamboo Learning	702 14th Avenue E	Seattle, WA 98112	Irina Fine	(917) 915-7435	ifine@bamboolearning.com
BESPREP	PO Box 631272	Houston, TX 77263	Eliud Z. Fuentes	(737) 217-7592	efuentes@besprep.com
BlueStreak Education, Inc	21201 South Elsner Road	Frankfort, IL 60423	Catherine Duncan	(800) 288-9940	catherine@bluestreakmath.com
Brain Hive	5809 Clarks Fork Drive	Raleigh, NC 27616	Ricky Harlow	(919) 395-3653	rharlow@myedupartners.com
BrainPOP LLC	71 West 23rd, 17th Floor	New York, NY 10010	H. Scott Kirkpatrick Jr	(212) 574-6000	legal@brainpop.com
BRBM Publishing LLC dba Sweet Pipes	2804 Montreaux	The Colony, TX 75056	Billy Ferguson	(817) 277-9922	sales@sweetpipes.com

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IFB# 22-008 (AS) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Breakthrough Technologies	1880 Oak Avenue, Suite 300	Evanston, IL 60201	Doug Wilson	(847) 864-0033	rfp@breaktech.com
BrightThinker, Inc.	1800 Lakeway Drive, Suite 120	Lewisville, TX 75057	Amy Levy	(469) 251-7775	sales@brightthinker.com
Building Wings LLC	26799 West Commerce Drive	Volo, IL 60073	Baylee Royal	(847) 238-8889	bids@buildingwings.com
Cambridge Educational Services	2860 South River Road, Suite 400	Des Plaines, IL 60018	David Fickett	(847) 299-2930 X 234	RFP@CambridgeEd.com
CareerSafe	1005 University Drive East	College Station, TX 77840	Collin Kruger	(979) 260-0030	contracts@careersafeonline.com
Cengage Learning, Inc.	27555 Executive Drive, Suite 350	Farmington Hills, MI 48331	Jennifer Fritsch	(800) 877-4253	bidteam@cengage.com
Children's Plus, Inc.	1387 Dutch American Way	Beecher, IL 60401	John G. Walsh	(800) 230-1279	bids@hellocpi.com
Classwork Co: DBA Classkick	2045 West Grand Avenue, Suite B PMB 50472	Chicago, IL 60612	Leighton Roye	(708) 505-9773	Partnerships@classkick.com
CodeStream Studios LLC	4101 McEwen Road, Suite 334	Dallas, TX 75244	Harold Strong		harold@codestreamstudios.com
College Board	250 Vesey Street	New York, NY 100281	Alex Chavarry	(866) 630-9305	RFPTeam@collegeboard.org
Complete Book and Media Supply, LLC	1200 Toro Grande Drive, Suite 200	Cedar Park, TX 78613	Desirea Stewart	(512) 616-0410	Desirea@completebook.com
Cosenza & Associates, LLC	PO Box 190813	Dallas, TX 75219	Paul Gray	(800) 224-4318	paul@cosenzaassociates.com
Coughlan Companies LLC dba Capstone	1710 Roe Crest Drive	North Mankato, MN 56003	Doug Smith	(800) 747-4992	bids@capstonepub.com
Crabtree Publishing Company	347 Fifth Avenue, Suite 1402-145	New York, NY 10016	Andrea Crabtree	(800) 355-7166	andrea_c@crabtreebooks.com

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IFB# 22-008 (AS) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Curriculum Associates, LLC	153 Rangeway Road	North Billerica, MA 01862	Donald Masters	(800) 225-0248	RFPs@cainc.com
Data Classroom	1022 Cottonwood Road	Charlottesville, VA 22901	Blake Blaze	(434) 882-8005	info@dataclassroom.com
Data Makes the Difference, LLC	17 Greystone Drive	Mountain Top, PA 18707	Stephen Maher	(570) 332-2285	steve@vbmappapp.com
Delaney Educational Enterprises	1387 Dutch American Way	Beecher, IL 60401	Joseph Walsh	(800) 788-5557	bids@deebooks.com
Different Roads To Learning	12 West 18th Street, Suite 3E	New York, NY 10011	Megan Turner	(212) 604-9637	info@diffleam.com
Digital Theatre (US) LLC	20 West Kinzie Street, 17th Floor	Chicago, IL 60654	Jason Nitschke	(773) 206-4200	jason.nitschke@digitaltheatre.com
Discovery Education, Inc.	4350 Congress Street, Suite 700	Charlotte, NC 28209	Travis Barrs	(800) 323-9084	jneitzel@discoveryed.com
Don Johnston Incorporated	26799 West Commerce Drive	Volo, IL 60073	Christine Bjorklund	(800) 999-4660	bids@donjohnston.com
DreamBox Learning	777 108th Avenue NE, Suite 2300	Bellavue, WA 98004-5149	Lance Ludman	(877) 451-7845	bids@dreambox.com
EAI Education	118 Bauer Drive	Oakland, NJ 07436	Bernard Guglberger	(800) 770-8010	sales@eaieducation.com
ECS Learning Systems	116 Kestrel Drive	Spring Branch, TX 78070	Galina Wexler	(800) 688-3224	rfps@esclearningsystems.com
Edgenuity Inc.	8860 East Chaparral Road, Suite 100	Scottsdale, AZ 85250	David Alderslade	(877) 725-4257	bids@imagineleaming.com
Editorial Edinumen/Edinumen USA	1001 Brickell Bay Drive	Miami, FL 33131	Barbara Jones	(786) 363-261	Barbara.jones@edinumenusa.com
eDynamic Holdings LP	1256 Main Street, Suite 256	Southlake, TX 76092	Nicole Shannon	(877) 585-2029	proposals@edynamiclearning.com

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IFB# 22-008 (AS) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Escape Classrooms, LLC dba Escape Rooms 4 Schools	2624 Kensington Drive Suite 114	Tyler, TX 75703	Christopher Nesbitt	(903) 216-0662	cn@getoutet.com
etahand2mind	500 Greenview Court	Vernon Hills, IL 60061	Julie Ciborowski	(800) 445-5985	bids@hand2mind.com
ExploreLearning, LLC	17855 Dallas Parkway, Suite 400	Dallas, TX 75287-6857	Amy Otis	(866) 882-4141	ELBids@explorelearning.com
Express Booksellers	1250 Majesty Drive	Dallas, TX 75247	Jule Maxwell	(214) 564-3392	jule@expressbooksellers.com
Findaway World, LLC	31999 Aurora Road	Solon, OH 44139	Brian Balash	(877) 893-0808	cx@findaway.com
Flinn Scientific, Inc.	PO Box 219	Batavia, IL 60510	Sally Lovell	(800) 452-1261	businessdesk@flinnsci.com
Follett Content Solutions, LLC	1340 Ridgeview Drive	McHenry, IL 60050	Anthony R. Pfister	(888) 511-5114	fssbidadmin@follett.com
Formative	1158 26th Street #161	Santa Monica, CA 90403	Justin Kresevic		bids@formative.com
Frog Publications	11820 Uradco Place Suite 105	San Antonio, FL 33576	Wendy Alli	(352) 588-0863	bids@frog.com
GBCSTORIES.COM LLC	1605 Berwick Drive	McKinney, TX 75072	Cheri A. Sandlin	(972) 897-6767 (815) 404-8117	bids@gbcstories.com
GF Educators, Inc	PO Box 1309	Mineola, TX 75773	Patsy Gutierrez	(866) 425-4155	patsy@stepupteks.com
GL Group Inc., dba Booksource	1230 Macklind Avenue	St. Louis, MO 63110	Jennifer Held	(800) 444-0435	bids@booksource.com
Goodheart-Willcox Publisher	18604 West Creek Drive	Tinley Park, IL 60477	Jennifer J. Selby	(800) 323-0440	custserv@g-w.com
Happy Numbers Inc.	2345 Yale Street, 1st Floor	Palo Alto, CA 94306	Evgeny Milyutin	(800) 815-1574	melinda@happynumbers.com
Hiperware Labs	915 Broadway Street, Suite 117	Vancouver, WA 98660	Christopher Buja	(650) 300-9640	cbuja@classhero.com

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IFB# 22-008 (AS) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Houghton Mifflin Harcourt	125 High Street	Boston, MA 02110	Lisa A. Jacobson	(407) 345-2064	hmhbids@hmhco.com
Immersed Games, Inc.	1160 Main Street	Buffalo, NY 14209	Lindsey Tropf	(833) 360-0085	hello@tytoonline.com
Integral Mathematics, Inc.	8936 Kensington Street	Frisco, TX 75036	Kelli Mallory	(214) 471-5760	integralmathematics@gmail.com
IXL Learning	777 Mariners Island Boulevard, Suite 600	San Mateo, CA 94404	Paul Mishkin	(855) 255-6676	Proposals@ixl.com
KAMICO Instructional Media, Inc.	PO Box 1143	Salado, TX 76571	Jeremy McCray	(254) 947-7283	bids@kamico.com
Keystone Books and Media	1387 Dutch American Way	Beecher, IL 60401	Sadie Witvoet	(866) 231-7780	cs@keystonebooksmedia.com
Knowsys Educational Services, LLC	PO Box 384	La Ward, TX 77970	Sheila Griffith	(512) 961-8522	sgriffith@myknowsys.com
Lakeshore Learning Materials	2695 Dominguez Street	Carson, CA 90895	Johanna Lopez	(800) 421-5354	biddept@lakeshorelearning.com
Learning A-Z, LLC	17855 Dallas Parkway, Suite 400	Dallas, TX 75287-6857	Amy Otis	(800) 547-6747	LAZBids@learninga-z.com
LECTORUM PUBLICATIONS, INC.	10 New Maple Avenue, Suite 303	Pine Brook, NJ 07058	Alex Correa	(800) 345-5946	acorrea@lectorum.com
Legends of Learning, Inc.	500 North Capitol Street, NW, Suite 230	Washington, DC 20001	Sandy Roskes	(888) 676-7771	sandy@legendsoflearning.com
Mackin Educational Resources	3505 County Road 42 West	Burnsville, MN 55306	Grace Mundt	(800) 245-9540	bids@mackin.com
Macmillan Holdings LLC, d/b/a MPS, c/o Bedford, Freeman and Worth Publishing Group LLC	120 Broadway, 22nd Floor	New York, NY 10271	Tonya Stoll	(417) 429-0081 X 222	adoptions@bfwpub.com
Marco Products Inc.	PO Box 686	Hatfield, PA 18440	Warren Frank	(800) 448-2197	sales@marcoproducts.com

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IFB# 22-008 (AS) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
MobyMax	500 Westover Drive # 12127	Sanford, NC 27330	John Jennings	(888) 793-8330	frp@mobymax.com
MYVRSPOT LLC	PO Box 272266	Fort Collins, CO 80527	Michael Kessler	(888) 237-6740 X 1001	mkessler@myvrspot.com
Nasco Education LLC	901 Janesville Avenue	Fort Atkinson, WI 53538	Michelle Au	(800) 558-9595	quotes@nascoeducation.com
National Educational Systems, Inc.	5405 Bandera Road, Suite 110	San Antonio, TX 78238	Sylvia Cantu	(210) 558-6888	customerservice@shopnes.com
NATIONAL SCHOOL PRODUCTS	1523 Old Niles Ferry Road	Maryville, TN 37803	Amy Eakins	(800) 627-9393	amye@nationalschoolproducts.com
NewRoot Learning Institute	910 Van Buren Street, Suite 710	Chicago, IL 60607	Elizabeth Kesner	(773) 312-3989	info@newroot.org
Newsela, Inc.	500 5th Avenue, Floor 28	New York, NY 10110	Chris Mezzatesta	(201) 966-9555	procurement@newsela.com
NoRedInk	548 Market Street PMB 66984	San Francisco, CA 94104-5401	Stephen Gardner	(844) 667-3346	rfp@noredink.com
Northwest Evaluation Association	121 Northwest Everett Street	Portland, OR 97209	Hunt Winston	(503) 624-1951	proposals@nwea.org
Okapi Educational Publishing, Inc.	42381 Rio Nedo	Temecula, CA 92590	Bill Eastman	(866) 652-7436	info@myokapi.com
PASCO scientific	10101 Foothills Boulevard	Roseville, CA 95747	Greg Montgomery	(800) 772-8700	bids@pasco.com
Pencil Ladies, LLC	998 South State Highway	Colorado City, TX 79512	Joan Tolle	(325) 242-0527	joan@pencilladies.com
Perfection Learning	1000 North Second Avenue	Logan, IA 51546	Jennifer Pustejovsky	(800) 831-4190	bids@perfectionlearning.com
Pitsco Education, LLC	915 East Jefferson PO Box 1708	Pittsburg, KS 66762-1708	Angela Watson	(800) 835-0686	bids@pitsco.com
Press4Kids Inc.	55 East 59th Street, 9th Floor	New York, NY 10022	Marc-Henri Magdelenat	(888) 385-1966	info@newsomatic.org

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IFB# 22-008 (AS) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
ProLiteracy Worldwide dba New Readers Press	101 Wyoming Street	Syracuse, NY 13204	Paul Hirt	(800) 448-8878	nrp@proliteracy.org
Rainbow Book Company	1387 Dutch America Way	Beecher, IL 60401	Michael Beechin	(800) 255-0965	sales@rainbowbookcompany.com
Reading Horizons	1194 Flint Meadow Drive	Kaysville, UT 84037	David Prisbey	(831) 747-7608	procurement@readinghorizons.com
Rethink Autism Inc.	49 West 27th Street, 8th Floor	New York, NY 10001	Diana Frezza	(646) 257-2919	rfp@rethinked.com
Richard C. Owen Publishers, Inc.	PO Box 585	Katonah, NY 10536	Richard Owen	(800) 262-0787	phyllisgreenspan@rcowen.com
Riverside Assessments, LLC, d/b/a Riverside Insights	One Pierce Place, Suite 900W	Itasca, IL 60143	Scott E. Olsen	(800) 323-9540	inquiry@service.riversideinsights.com
Scenario Learning DBA Vector Solutions	4890 West Kenney Boulevard, Suite 300	Tampa, FL 33609	Joel Petersen	(800) 434-0154	ansrew.deitschel@vectorsolutions.com
Scholastic Inc.	557 Broadway	New York, NY 10012	Toni Abrahams	(203) 797-3846	rfp-scholastic@scholastic.com
School Specialty, LLC	W6316 Design Drive	Greenville, WI 54942	Sarah Peterson	(888) 388-3224	bidnotices@schoolspecialty.com
Smarty Ears, LLC	PO Box 1134	Rowlett, TX 75030	Melissa Brown	(800) 376-2305	contact@smartyearsapps.com
Smarty Symbols, LLC	PO Box 1134	Rowlett, TX 75030	Melissa Brown	(800) 376-2305	sales@smartyearsapps.com
Supporting Science, Inc.	275 Campfire Way	Smithville, TX 78957	Rosemary Martin	(512) 237-2538	ssibastrop@gmail.com
Teachers Discovery Inc.	2741 Paldan Drive	Auburn Hills, MI 48326	Jayme Gleason	(800) 832-2437	help@teachersdiscovery.com
Teaching Strategies, LLC	4500 East West Highway Suite #300	Bethesda, MD 20814	Heather O'Shea	(301) 634-0826	legal@teachingstrategies.com

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IFB# 22-008 (AS) Awarded Vendors					
Vendor	Address	City and State	Point of Contact	Phone No.	Email Address
Technical Laboratory Systems, Inc.	PO Box 218609	Houston, TX 77218-0609	Warner Brown	(800) 445-1088	sales@tech-labs.com
TestOut Corporation	50 South Main Street	Pleasant Grove, UT 84062	Wendy Edwards	(800) 877-4889	sales@testout.com
Textbook Warehouse	936 Curie Drive	Alpharetta, GA 30005	James Adams	(800) 796-9152	bids@textbookwarehouse.com
The Writing Academy, LLC	3502 Columbia Memorial Parkway	Kemah, TX 77565	Randi Whitney	(281) 549-4466	kelley@twa.net
Thimble.io	2495 main Street, Suite 443	Buffalo, NY 14214	Oscar Pedroso	(585) 730-1413	procurement@thimble.io
Thinking Nation	12055 Shadow Ridge Way	Northridge, CA 91326	Spenser Mix	(818) 497-4579	spenser.mix@thinkingnation.org
thinkLaw	3651 South Lindell Road, Suite D692	Las Vegas, NV 89103	Colin Seale	(646) 346-9258	colin@thinklaw.us
Tobii Dynavox LLC	2100 Wharton Street, Suite 400	Pittsburgh, PA 15203	Tara Rudnicki	(800) 344-1778	bidsandcontracts@tobiidynavox.com
TouchMath Acquisition LLC	5445 Mark Dabling Boulevard, Suite 200	Colorado Springs, CO 80918	Beth Kaplan	(800) 888-9191	contracts@touchmath.com
Vista Higher Learning, Inc.	500 Boylston Street, Suite #620	Boston, MA 02116-3317	Arturo Castillon	(800) 269-6311	cleiva@vistahigherlearning.com
Voyager Sopris Learning, Inc.	17855 Dallas Parkway, Suite 400	Dallas, TX 75287-6857	Amy Otis	(800) 547-6747	lvsbids@voyagersopris.com
Writing by Design	855 South Main Avenue, Suite K #404	Fallbrook, CA 92028	Dr. Karen Dubrule	(888) 847-9845	info@WritingbyDesignK8.com
Zearn	PO Box 20	New York, NY 10116	Shalinee Sharma	(212) 967-6070	info@zearn.org

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PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Outdoor Courtyard Furniture - Tables & Chairs

2. How will goods and/or services be used? (List Campus/Grades impacted): Furniture will be used at Poe Middle School for their courtyard outdoor learning space. This will impact all grade levels at Poe.

3. Submitted by: Taylor Griffith (Printed Name) | Capital Improvements (Department) | 05/17/2022 (Date)

4. Recommended Vendor(s): Company Name: Hertz Furniture
   Address: 6821 Fulton St.
   City/State/Zip: Houston, TX 77022
   Phone No: 512-571-2928
   Point of Contact: Marilyn Davis
   E-mail Address: mdavis@hertzfurniture.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
   __X__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: #667-22
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 03/31/2023
   _____ Other

6. Purchase valid from: 06/21/2022 through: 08/01/2022

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

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

9. Total Cost for Goods and/or Services to be Purchased: $105,934.94 *Approximately*

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

    Provide Budget Codes & Descriptions: 258-11-6639-00-060-99-0-01 Outdoor Learning Space

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

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12. Additional Impact:

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

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

Taylor Griffith	Taylor Griffith	5/18/2022
Requestor Signature	Type Name	Date
Sylvia Pena	Sylvia Pena	5/18/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/20/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/23/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
Kedrick Wright	Kedrick Wright	5/18/2022
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

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Procurement Services
Operations Services Division | San Antonio ISD
1270 W. Summit Ave. , Suite #1004 | San Antonio, Texas 78201
(I-10 West Access Road between Fredericksburg Rd. & Hildebrand Ave.)
210.354.9060 | eFax 210.228.3174

REVISED BID SHEET

PROGRAM NAME: Edgar Allen Poe STEM, Dual Language Middle School Courtyard Furniture

CAMPUS NAME: Edgar Allan Poe Middle School

Vendor Name: HERTZ FURNITURE

Point of Contact Name: Johnna Schroeder — Cell # : 210-488-1207

Marilyn Davis — Email Address: johnna@hertzfurniture.com

Quote Number: 678375 — SAISD Design guidelines & ED SPECS: Construction and Development Services Department - SAISD

Quote Date: April 25, 2022

Bid / Contract No:

NOTE: Bidder agrees to provide San Antonio Independent School District (SAISD) all labor, delivery, storage, and installation necessary to perform the furniture installation. San Antonio Independent School District reserves the right to award to multiple vendors as primary and secondary, or on an all or none basis. Be advised that basis of award may be either Low Bid or Determined Best Value to the District (as determined by SAISD selection).

- **All questions are to be e-mailed to Rosalie Cavazos, rcavazos@saisd.net by 11:00 am, Monday, April 18, 2022.**
- **All Proposals are to be emailed to Rosalie Cavazos, rcavazos@saisd.net no later than 2:00 pm, Tuesday, April 26, 2022.**
- **Schedule: Substantial Completion must be achieved no later than October 10, 2022.**

YOU MUST SUBMIT THIS FORM WITH YOUR PROPOSAL OR RISK DISQUALIFICATION

NOTE:
- **FINAL FURNITURE LAYOUT (by Awarded Vendor) AT TIME OF PURCHASE ORDER ISSUANCE IS REQUIRED.**
- **ALL DEBRIS (BOXING , ETC) IS THE RESPONSIBILIY OF THE AWARDED VENDOR TO REMOVE OFF SITE PRIOR TO JOB COMPLETION**

1)FURNITURE IS TO BE INSTALLED BY VENDOR.
2)CONFIRM FURNITURE IS NOT TOO BIG FOR THE SIZE OF THE ROOM.
3)PROVIDE COLOR SELECTIONS.
4)VENDOR IS NOT TO USE THE CAMPUS DUMPSTER FOR DISPOSAL.
5)INCORRECT INVOICES WILL BE REJECTED AND MAY DELAY YOUR PAYMENTS.
6)VENDOR TO PROVIDE FLOOR PROTECTION AS TO NOT DAMAGE FLOORS. THIS INCLUDES WAXED FLOORS.

Item Description	Width	Height	Quantity	Model	Manufacturer	Unit Cost	Total Cost	NOTES
Side Chair	22.25"	31.75"	32			$ 232.22	$ 7,431.04	4-5 month lead time depending on finish
Bar Chair	22.25"	41"	40			$ 270.72	$ 10,828.80	4-5 month lead time depending on finish
Polypropylene Seat (stackable)	22.75"	30.5"	32			$ 158.08	$ 5,058.56	3-5 weeks lead time
Rectangle Synthetic Plank Table Top 32x48			18			$ 432.00	$ 7,776.00	6 weeks lead time
Compatible Bases for Table Top - Dining Height		29.5"	8			$ 229.82	$ 1,838.56	6 weeks lead time
Compatible Bases for Table Top - Bar Height		40"	10			$ 259.20	$ 2,592.00	6 weeks lead time
Beachcomber (or similar) Table Sets 32x48			6			$ 520.70	$ 3,124.20	6 weeks lead time
Outdoor Sofa - Left	29"	26"	8			$ 971.14	$ 7,769.12	6 weeks lead time
Outdoor Sofa - Middle	26"	26"	12			$ 836.34	$ 10,036.08	6 weeks lead time
Outdoor Sofa - Right	29"	26"	8			$ 971.14	$ 7,769.12	6 weeks lead time
Outdoor Sofa - Corner	29"	26"	4			$ 1,067.34	$ 4,269.36	6 weeks lead time
Polyethylene Round Seat/Side Table	18"	18"	10			$ 251.13	$ 2,511.30	Premium Finish; 15 weeks lead time
Dash Bench (straight design)	18"	47"	10			$ 316.80	$ 3,168.00	6 weeks lead time. Weight Cap is an upcharge.
Polyethylene Planter/Stool - Premium Finish	24.25"	18"	12			$ 286.27	$ 3,435.24	15 weeks lead time
Polyethylene Planter/Stool - Standard Finish	24.25"	18"	4			$ 260.35	$ 1,041.40	15 weeks lead time
Polyethylene Lounger Chair - Standard Finish	44"	29.5"	4			$ 715.39	$ 2,861.56	15 weeks lead time
Polyethylene Stool - Standard Finish	13"	18"	8			$ 170.50	$ 1,364.00	15 weeks lead time
Multi-Function Gemz Table/Stool - Premium Finish	18"	13"	12			$ 207.95	$ 2,495.40	15 weeks lead time
Multi-Function Gems Table/Stool - Standard Finish	18"	13"	4			$ 188.93	$ 755.72	15 weeks lead time
Huey (or similar) Rocking Chair - Standard Finish	25.5"	40.25"	4			$ 812.74	$ 3,250.96	15 weeks lead time
Woosah (or similar) Stacking Lounge Chair	34.75"	41.5"	4			$ 531.84	$ 2,127.36	6 weeks lead time
Rad Pad & Rad Pad Caddy	15.5"	1.5"	2 - 10 count packs			$ 567.68	$ 1,135.36	6 weeks lead time
Tumbler (or similar) Square Seat/Side Table - Standard Finish	18"	18"	8			$ 228.10	$ 1,824.80	15 weeks lead time

TOTAL UNIT COST	$	94,463.94
INSTALLATION	$	2,485.00
SHIPPING	$	8,986.00
TOTAL PROPOSAL	$	105,934.94

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PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Pagoda, Umbrellas, and decking for Outdoor Learning Space at Poe Middle School

2. How will goods and/or services be used? (List Campus/Grades impacted): Goods will be used at Poe Middle School courtyard for their outdoor learning space. All grade levels will be affected.

3. Submitted by: Taylor Griffith (Printed Name) Capital Improvements (Department) 05/17/2022 (Date)

4. Recommended Vendor(s): Company Name: LMC Corporation
   Address: 10808 Hillpoint Ave
   City/State/Zip: San Antonio, TX 78217
   Phone No: 210-643-9392
   Point of Contact: Zring Kareem
   E-mail Address: zring.kareem@lmc-corporation.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
   __X__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: 581-19
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 03/31/2023
   _____ Other

6. Purchase valid from: 06/21/2022 through: 02/28/2023

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

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

9. Total Cost for Goods and/or Services to be Purchased: $ 154,000.00 *Approximately*

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

    Provide Budget Codes & Descriptions: 258-11-6639-00-060-99-01-01 Outdoor Learning Space

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

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12. Additional Impact:

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

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

Taylor Griffith	Taylor Griffith	5/18/2022
Requestor Signature	Type Name	Date
Sylvia Pena	Sylvia Pena	5/18/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/20/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/23/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
Kedrick Wright	Kedrick Wright	5/18/2022
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

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Procurement Services
Operations Services Division | San Antonio ISD
1270 W. Summit Ave. , Suite #1004 | San Antonio, Texas 78201
(I-10 West Access Road between Fredericksburg Rd. & Hildebrand Ave.)
210.354.9060 | eFax 210.228.3174

PROGRAM NAME: Edgar Allen Poe STEM, Dual Language Middle School Courtyard Renovation
CAMPUS NAME: Edgar Allan Poe Middle School
Vendor Name: LMC Corporation
Point of Contact Name: Zring Kareem
Cell # : 210-643-9392
Email Address: zring.kareem@lmc-corporation.com
SAISD Design guidelines & ED SPECS. Construction and Development Services Department - SAISD
Quote Number:
Quote Date: May 6, 2022
Bid / Contract No: BuyBoard 581-19

NOTE: Bidder agrees to provide San Antonio Independent School District (SAISD) **all labor, delivery, storage, and installation necessary to perform the courtyard renovation.** San Antonio Independent School District reserves the right to award to multiple vendors as primary and secondary, or on an all or none basis. Be advised that basis of award may be either Low Bid or Determined Best Value to the District (as determined by SAISD selection). Proposals shall include the cost of Bonds & Insurance. Proposals which are $25,000.00 or more require a Payment Bond and proposals which equal $100,000.00 or more require a Performance Bond. PRICES MUST INCLUDE ALL REQUIRED APPLICABLE PAYMENT / PERFORMANCE BONDS AND INSURANCE COVERAGE. **SAISD does not pay for Cooperative Agreement fees.**

- All questions are to be e-mailed to Rosalie Cavazos, rcavazos@saisd.net by 11:00 am, on Wednesday, April 27, 2022.
- All Proposals are to be emailed to Rosalie Cavazos, rcavazos@saisd.net no later than 11:00 am, on Friday, May 6, 2022.
- Schedule: Substantial Completion must be achieved no later than February 28, 2023.

YOU MUST SUBMIT THIS FORM WITH YOUR PROPOSAL OR RISK DISQUALIFICATION

NOTE:
- FINAL PAGODA, UMBRELLA, AND DECK LAYOUT (by Awarded Vendor) AT TIME OF PURCHASE ORDER ISSUANCE IS REQUIRED.
- ALL DEBRIS (BOXING , ETC) IS THE RESPONSIBILIY OF THE AWARDED VENDOR TO REMOVE OFF SITE PRIOR TO JOB COMPLETION

1) PAGODA, UMBRELLA, TURF AND DECK ARE TO BE INSTALLED BY VENDOR.
2) CONFIRM PAGODA, UMBRELLA, AND DECK ARE NOT TOO BIG FOR THE SIZE OF THE COURTYARD.
3) PROVIDE COLOR SELECTIONS.
4) VENDOR IS NOT TO USE THE CAMPUS DUMPSTER FOR DISPOSAL.
5) INCORRECT INVOICES WILL BE REJECTED AND MAY DELAY YOUR PAYMENTS.
6) VENDOR TO PROVIDE DOOR AND FLOOR PROTECTION AS TO NOT DAMAGE DOOR AND FLOORS. THIS INCLUDES WAXED FLOORS.

Base Proposal: The Offeror agrees to execute all work described in the drawings, specifications, and other contract documents, including addendum/addenda, for the sum (Offeror must include "allowances" set forth in the specifications, drawings, contract documents, addendum/addenda) entered below for each of the project collectively, as follows:

One hundred and fourty nine thousand dollars and zero cents / $ 149,000.00
(Amount in Words) (Amount in Figures)

ADD FIVE THOUSAND CONTINGENCY / ADD $5,000.00 CONTINGENCY
(Amount in Words) (Amount in Figures)

One hundred fifty four thousand dollars and zero cents / $ 154,000.00
(Amount in Words - **GRAND TOTAL**) (Amount in Figures)

Item Description	Unit	Quantity	Total Cost	Notes
General Conditions	LS	1	$ 15,400.00	
Bond	LS	1	$ 6,160.00	
Permit	EA	1	$ -	Not applicable
Install Synthetic Putting Green Turf	LS	1	$ 10,431.00	
Install 10' Square Cantilever Umbrella with Base	EA	5	$ 36,852.00	
Install Pre Manufactured Cedar Pagoda Kit	LS	1	$ 63,741.00	
Install 1x6 Cedar Decking Seating Area	LS	1	$ 14,916.00	
Pressure Wash Existing Conrete Paving	SF	11,000	$ 1,500.00	
Other-			$ -	
Owner Contingency	LS	1	$ 5,000.00	
Total Bid Breakdown Amount			$ 154,000.00	

The Offeror agrees to have the project (including any accepted alternates) substantially complete by:

Name of Company or Institution (Offeror): LMC Corporation

Printed Name: Zring Kareem
Signature : Zring Kareem
Title : VP of Construction
Date : 5/6/2022

Address : 10808 Hillpoint Ave
(Street)
San Antonio
(City)
Bexar
(County)
Texas 78217
(State) (Zip Code)

DocuSign Envelope ID: CD52A3C9-1B69-43C1-BA25-0952A644957B

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: To purchase "Sanitation & Food safety System" for cleaning supplies and provide food safety training for all campus kitchens and cafeterias

2. How will goods and/or services be used? (List Campus/Grades impacted): Cleaning supplies for campus kitchens and cafeterias. Food safety training for all kitchen staff.

3. Submitted by: Dr. Jennifer Sides (Printed Name) | Child Nutrition Services (Department) | 05/18/2022 (Date)

4. Recommended Vendor(s): Company Name: PortionPac Chemical Corporation
   Address: 901 Lake St. #2190
   City/State/Zip: Oak Park, IL 60303
   Phone No: 800-289-7725
   Point of Contact: Burton W. Klein
   E-mail Address: support@sfspac.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-013 (VC)
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source Contract Expiration Date: 07/14/2023
   - [ ] Other

6. Purchase valid from: 07/14/2022 through: 07/14/2023

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

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

9. Total Cost for Goods and/or Services to be Purchased: $128,325 *Approximately*

10. Funding Source(s) – check all that apply: Federal [X] State [ ] Local [ ] Bond [ ]
    Provide Budget Codes & Descriptions: 240-35-6342-00-887-3-99-0-00

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

DocuSign Envelope ID: CD52A3C9-1B69-43C1-BA25-0952A644957B

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
	Jenny Arredondo	5/23/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/23/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/25/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: E33DB708-A758-4635-BA96-57933C8F8ACD

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Request ratification for the purchase of Audio-Video Production and Livestream to provide connection and means for District personnel to execute a livestream feed to an external audience. ~~Board approved on March 21, 2022 for 95,000.00 yearly, Requesting the amount be adjusted~~ to 130,000.00 yearly.

2. How will goods and/or services be used? (List Campus/Grades impacted): Utilize existing District audio/video infrastructure at Alamo Stadium and Alamo Convocation Center ~~and provide equipment and service support for deficient areas to broadcast internally high school graduation ceremonies~~

3. Submitted by: Laura Short (Printed Name) Communications (Department) 05/12/2022 (Date)

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

5. Selection Method Used: (check one)
   _X_ Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-001(VC)
   _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 03/22/2023
   _____ Other

6. Purchase valid from: 06/21/2022 through: 03/22/2023

7. For Competitive Purchases Only: Renewals: Yes _X_ No _____
   No. of Renewals: 1 year period

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

9. Total Cost for Goods and/or Services to be Purchased: $ 130,000.00 *Approximately*

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

    Provide Budget Codes & Descriptions: 199-11-6299.00-359-11-805

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

DocuSign Envelope ID: E33DB708-A758-4635-BA96-57933C8F8ACD

12. Additional Impact:

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

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

Mario A. Riios	Mario A. Riios	5/20/2022
Requestor Signature	Type Name	Date
Laura Short	Laura Short	5/20/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/20/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/23/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: E33DB708-A758-4635-BA96-57933C8F8ACD

DocuSign Envelope ID: 97918344-B0EE-4A29-8419-D45286683046

Attachment:

Recommended Vendor(s): Company Name: Bauhaus Media
Address: 3015 San Pedro (Suite 201)
City/State/Zip: San Antonio, Tx 78212
Phone No: 210-222-0200
Point of Contact: Eric Hanken
E-mail Address: sales@bauhausmedia.com
(Use a separate sheet to identify multiple vendors)

Recommended Vendor(s): Company Name: Total Media Solutions
Address: PO Box 5456
City/State/Zip: San Antonio, Tx 78201
Phone No: 210-731-9200
Point of Contact: Pablo Zamarripa
E-mail Address: pz@tmsevents.com
(Use a separate sheet to identify multiple vendors)

DocuSign Envelope ID: 499231DD-5765-4B9E-A9CD-9047F577270A

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Ratification of approval to purchase Summer Bridge resources for high schools.

2. How will goods and/or services be used? (List Campus/Grades impacted): These materials will be used for Algebra I, English I, and US History for all summer school participants for the high school level.

3. Submitted by: Kendra Doyle (Printed Name) Curriculum, Instr. & Assessment (Department) 05/16/2022 (Date)

4. Recommended Vendor(s): Company Name: Sirius Education Solutions, LLC
   Address: 1108 Lavaca St. Ste. 110-197
   City/State/Zip: Austin, TX 78701
   Phone No: 512-715-4098
   Point of Contact: Robert Westhoefer
   E-mail Address: robert@siriuseducationsolutions.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
   __X__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: Reg20/#18030
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 10/31/2022
   _____ Other

6. Purchase valid from: 05/12/2022 through: 06/30/2022

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

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

9. Total Cost for Goods and/or Services to be Purchased: $ 138,190 *Approximately*

10. Funding Source(s) – check all that apply: Federal X State ___ Local ___ Bond ___
    Provide Budget Codes & Descriptions: 282-11-6399-00-699-11-R25

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

DocuSign Envelope ID: 499231DD-5765-4B9E-A9CD-9047F577270A

12. Additional Impact:

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

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

Kendra Doyle	Kendra Doyle	5/20/2022
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	Patti Salzmann	5/22/2022
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/23/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/23/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 499231DD-5765-4B9E-A9CD-9047F577270A

SIRIUS EDUCATION SOLUTIONS

Estimate

 # EST-006437

Sirius Education Solutions
1108 Lavaca Street, Suite 110-197
Austin, Texas 78701
800.942.1379
billing@siriuseducationsolutions.com

Bill To
San Antonio ISD
ATTN: Accounts Payable141 Lavaca Street
San Antonio, TX 78210

Ship To
San Antonio ISD
ATTN: Angela Paskell 514 W. Quincy St.
San Antonio, TX 78212

Estimate Date :	03/02/2022
Expiry Date :	05/27/2022
Reference# :	12812
Contact Name :	Angela Paskell
Contact Email :	apaskell1@saisd.net
Contact Phone :	210-554-2530

#	Item & Description	Qty	Rate	Amount
1	BIOZC8 - Biology Zinger Combo 1) BIOSE - Biology Student Edition - 1 Each 2) BIOZ - Biology Zingers - 1 Each	900 Each	19.00	17,100.00
2	BIOTE8 - Biology Teacher's Edition Biology Teacher's Edition	30 Each	0.00	0.00
3	E1ZC0 - English I Zinger Combo 1) E1SE - English I Student Edition - 1 Each 2) E1Z - English I Zingers - 1 Each	2,180 Each	20.00	43,600.00
4	E1TE0 - English I Teacher's Edition English I Teacher's Edition	72 Each	0.00	0.00
5	E2ZC0 - English II Zinger Combo 1) E2SE - English II Student Edition - 1 Each 2) E2Z - English II Zingers - 1 Each	1,870 Each	20.00	37,400.00
6	E2TE0 - English II Teacher's Edition English II Teacher's Edition	62 Each	0.00	0.00
7	USHZC0 - U.S. History Zinger Combo 1) USHSE - U.S. History Student Edition - 1 Each 2) USHZ - U.S. History Zingers - 1 Each	900 Each	19.00	17,100.00
8	USHTE0 - U.S. History Teacher's Edition U.S. History Teacher's Edition	30 Each	0.00	0.00
9	A1ZC9 - Algebra I Zinger Combo 1) A1SE - Algebra I Student Edition - 1 Each 2) A1Z - Algebra I Zingers - 1 Each	1,210 Each	19.00	22,990.00

DocuSign Envelope ID: 499231DD-5765-4B9E-A9CD-9047F577270A

#	Item & Description	Qty	Rate	Amount
10	A1TE9 - Algebra I Teacher's Edition - Previously A1RTE9 Algebra I Teacher's Edition	40 Each	0.00	0.00
			Sub Total	138,190.00
			Total	**$138,190.00**

Notes

BID INFORMATION - Purchasing COOP Region 20 - 18030 Instructional Supplies (REGION20 #18030)

DocuSign Envelope ID: 004FDEE5-EA33-466A-AADF-51BD1A49135D

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Teachtown is core-curriculum based on applied behavior analysis (ABA) that provides students with moderate and severe disabilities, including students with autism and other intellectual disabilities, access to the general education curriculum.

2. How will goods and/or services be used? (List Campus/Grades impacted): The curriculum will be used with students required modified instruction in self-contained special education classrooms (ACE). This impacts students in grades 1-12.

3. Submitted by: Dr. Kristen Williams (Printed Name) Disability and Learning Support Services (Department) 05/18/2022 (Date)

4. Recommended Vendor(s): Company Name: Jigsaw Learning LLC, dba Teachtown
   Address: 330 West Cummings Park
   City/State/Zip: Woburn, MA 01801
   Phone No: 800-283-0165
   Point of Contact: Marty Chavez
   E-mail Address: orders@teachtown.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB),
   __X__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard),
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD),
   _____ Professional Services
   _____ Sole Source
   _____ Other

   Contract #: _____
   Coop Name / Contract #: ESC 19 #21-7397
   Contract #: _____
   Contract Expiration Date: 02/28/2023

6. Purchase valid from: 06/21/2022 through: 02/28/2023

7. For Competitive Purchases Only: Renewals: Yes _____ No __X__
   No. of Renewals: _____

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

9. Total Cost for Goods and/or Services to be Purchased: $842,941.82 *Approximately*

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

    Provide Budget Codes & Descriptions:
    284-11-6399-00-198-23-000 $703,202.82 Districtwide supplies
    284-13-6399-65-198-23-000 $125,589.00 Licenses
    224-13-6299-88-198-23-000 $14,150.00 PD Training

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

DocuSign Envelope ID: 004FDEE5-EA33-466A-AADF-51BD1A49135D

12. Additional Impact:

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

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

Dr. Kristen Williams	Dr. Kristen Williams	5/20/2022
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	Patti Salzmann	5/22/2022
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/23/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/25/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
Kenneth Thompson	Dr. Kenneth Thompson	5/22/2022
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 004FDEE5-EA33-466A-AADF-51BD1A49135D

San Antonio ISD
TeachTown Quote - Curriculum
May 4, 2022

Quote #00004573

Category	Description	Product Code	Qty	Rate	2022-27 (5 yrs)	2022-23 (1 yr)
Curriculum	Meta-Play Pre-K Teacher License*	MET0754	16	$ 445.00	$ 5,696.00	$ -
	Basics Student License*	TTB1192	25	$ 1,029.00	$ 25,725.00	$ 5,145.00
	enCORE K-5 Teacher License*	ENC0220	30	$ 2,150.00	$ 64,500.00	$ 12,900.00
	enCORE 6-8 Teacher License*	ENC0221	30	$ 2,150.00	$ 64,500.00	$ 12,900.00
	enCORE 9-12 Teacher License*	ENC0259	30	$ 2,150.00	$ 64,500.00	$ 12,900.00
	enCORE K-5 Student License*	ENC0240	75	$ 816.00	$ 61,200.00	$ 12,240.00
	enCORE 6-8 Student License*	ENC0247	75	$ 816.00	$ 61,200.00	$ 12,240.00
	enCORE 9-12 Student License*	ENC0260	75	$ 816.00	$ 61,200.00	$ 12,240.00
	Social Skills Teacher License (15 students)*	SSA1180	60	$ 1,937.00	$ 116,220.00	$ 23,244.00
	Transition to Adulthood Student License*	TRN0475	275	$ 396.00	$ 108,900.00	$ 21,780.00
				TOTAL	$ 633,641.00	$ 125,589.00

Allied States Purchasing Co-op (Region 19)
RFP Title: Special Education, Assistive Technology, Curriculum & Related
RFP Number: 21-7397
Jigsaw Learning dba TeachTown

DocuSign Envelope ID: 004FDEE5-EA33-466A-AADF-51BD1A49135D

San Antonio ISD
TeachTown Quote - Materials & Training
May 4, 2022

Quote #00004572

Category	Description	Product Code	Qty	Rate	Amount
Materials	Meta-Play (Pre-K) Teacher Resource Kits*				$ 13,584.00
	enCORE K-5 Fidelity Materials*				$ 238,440.00
	enCORE 6-8 Fidelity Materials*				$ 142,500.00
	enCORE 9-12 Fidelity Materials*				$ 288,520.00
Training	Meta-Play Onsite Training (includes travel)	MET0350	1	$ 2,500.00	$ 2,500.00
	enCORE K-5 Onsite Training (includes travel)	ENC0250	1	$ 2,500.00	$ 2,500.00
	enCORE 6-8 Onsite Training (includes travel)	ENC0250	1	$ 2,500.00	$ 2,500.00
	enCORE 9-12 Onsite Training (includes travel)	ENC0250	1	$ 2,500.00	$ 2,500.00
	Transition to Adulthood Training Webinar	TRN0300	1	$ 600.00	$ 600.00
	Social Skills Training Webinar	SSA1055	1	$ 500.00	$ 500.00
	enCORE Training Webinar	ENC0350	1	$ 600.00	$ 600.00
	Meta-Play Training Webinar	MET0550	1	$ 600.00	$ 600.00
	Basics Training Webinar	TTB1050	1	$ 600.00	$ 600.00
	Transition to Adulthood Coaching Webinar	TRN0450	1	$ 250.00	$ 250.00
	Social Skills Coaching Webinar	SSA1067	1	$ 250.00	$ 250.00
	enCORE Coaching Webinar	ENC0400	1	$ 250.00	$ 250.00
	Meta-Play Coaching Webinar	MET0600	1	$ 250.00	$ 250.00
	Basics Coaching Webinar	TTB1066	1	$ 250.00	$ 250.00
S/H	Shipping & Handling				$ 20,158.82
				TOTAL	$ 717,352.82

*See TeachTown Physical Materials Inventory for quantities and rates.

Allied States Purchasing Co-op (Region 19)
RFP Title: Special Education, Assistive Technology, Curriculum & Related
RFP Number: 21-7397
Jigsaw Learning dba TeachTown

DocuSign Envelope ID: D76A9309-6798-4AE4-B108-E1E7422CD4A3

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Institute for Multisensory Education Dyslexia Professional Development and Student/Teacher materials.

2. How will goods and/or services be used? (List Campus/Grades impacted): Teachers will be trained in the implementation of IMSE, the district adopted Dyslexia intervention program. Student and teacher materials will be used for the provision of dyslexia services.

3. Submitted by: Julie Ann Gonzalez (Printed Name) 504/Dyslexia (Department) 05/18/2022 (Date)

4. Recommended Vendor(s): Company Name: Institute for Multisensory Education
   Address: 24800 Denso Dr., Suite 202
   City/State/Zip: Southfield, MI 48033
   Phone No: 800-646-9788
   Point of Contact: Cindy Fleischer
   E-mail Address: cindy@imse.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB),
   _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard),
   X Interlocal (i.e. NISD, Judson ISD, NEISD),
   _____ Professional Services
   _____ Sole Source
   _____ Other

   Contract #: _____
   Coop Name / Contract #: _____
   Contract #: CTPA Joshua ISD #2021-02
   Contract Expiration Date: 08/31/2024

6. Purchase valid from: 06/21/2022 through: 06/30/2023

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

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

9. Total Cost for Goods and/or Services to be Purchased: $ 226,177.84 *Approximately*

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

    Provide Budget Codes & Descriptions:
    429-13-6299-00-866-37-000 $136,990.00 PD training
    429-11-6399-00-866-37-000 $68,389.44 Supplies and Materials
    224-11-6399-95-198-23-000 $20,798.00 $20,798.40 Supplies and Materials

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

DocuSign Envelope ID: D76A9309-6798-4AE4-B108-E1E7422CD4A3

12. Additional Impact:

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

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

Requestor Signature	Dr. Kristen Williams	5/20/2022
	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Patti Salzmann	5/22/2022
	Type Name	Date
Executive Director of Operations, Business Services Signature	Edward M. Romero	5/23/2022
	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Chief Financial Officer, Financial Services Signature	Larry Garza	5/23/2022
	Type Name	Date
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Dr. Kenneth Thompson	
	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: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: D76A9309-6798-4AE4-B108-E1E7422CD4A3

Institute for multi-sensory education

Powerful. Reading. Instruction.

Price Quote

DATE 5/3/2022

Quotation # STX050322

24800 Denso Drive, Suite 202
Southfield, MI 48033
Phone: 800-646-9788 Fax: 248-735-2927

San Antonio ISD
Julie Gonzalez

San Antonio, TX

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	IMSE OG Comprehensive Plus group pricing for up to 29 teachers August 29-Sept 2, 2022	$ 29,830.00	$ 29,830.00
1	IMSE OG Comprehensive Plus group pricing for up to 29 teachers Sept 12-16, 2022	$ 29,830.00	$ 29,830.00
1	IMSE OG Comprehensive Plus Group pricing for up to 29 teachers Jan 23-27 2023	$29,830	$ 29,830.00
	RFP 2021-02		
		TOTAL	$ 89,490.00

Your Quote is good for 90 days after the Quote Date shown above.

THANK YOU FOR YOUR BUSINESS!

DocuSign Envelope ID: D76A9309-6798-4AE4-B108-E1E7422CD4A3

Institute for multi-sensory education

Powerful. Reading. Instruction.

24800 Denso Drive, Suite 202
Southfield, MI 48033
Phone: 800-646-9788 Fax: 248-735-2927

Price Quote

DATE 5/3/2022
Quotation # STX050522

San Antonio ISD
Laura Hinojosa

San Antonio, TX

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
190	IMSE OG Phonological Awareness Asynchronous training group pricing for 190 teachers	$ 250.00	$ 47,500.00
	RFP 2021-02		
		TOTAL	$ 47,500.00

Your Quote is good for 90 days after the Quote Date shown above.

THANK YOU FOR YOUR BUSINESS!

DocuSign Envelope ID: D76A9309-6798-4AE4-B108-E1E7422CD4A3

Order #168591

institute for multi-sensory education

Customer	Mary Morton
Date Received	05/11/2022
Payment Method	Purchase Order
Payment Status	Payment Pending
Shipped On	05/18/2022

Billing Address
Casie Bland
514 W Quincy
San Antonio, TX 78212
United States2103549565
cbland1@saisd.net

Shipping Address
Casie Bland
Attn: CTPA Joshua ISD #2021-02
514 W Quincy
San Antonio, TX 78212
United States

Item	Description	QTY	Price	Total
CS1600	O-G in a Bag	600	30.95	18570.00
			Subtotal	$18,570.00
			Sales Tax	$0.00
			Shipping	$2,228.40
			Total	$20,798.40

• IMSE provides quotes for online orders at www.imse.com. Follow the prompts and after *submission* you can print a pdf and receive an email confirmation with a quote number. IMSE guarantees pricing for 30 days using your quote number. Products are subject to availability at the time of acceptance of quote via PO.
• Tax Exemption Status is a required choice for quote and order submission.
• Quote *does not* guarantee seat or training registration. Please pay in full with purchase order to guarantee seat.
• IMSE does not offer expedited or international shipping at this time, nor do we hold orders for a later date. In an effort to accommodate the multiple daily orders we receive, we ship upon receipt.
• We know that you would like to start using the products you've ordered as quickly as possible, we have multiple product fulfillment centers. Your orders will arrive in separate shipments. Allow up to 1-2 weeks for delivery.
• If you are not satisfied with the products you've ordered, you may return unopened items within 30 days for a refund. Shipping costs, discontinued and clearance products are non-refundable. The return address is IMSE Fulfillment Center, 35315 Beattie Dr, Sterling Heights, MI 48312.

DocuSign Envelope ID: D76A9309-6798-4AE4-B108-E1E7422CD4A3

Order #168521

institute for multi-sensory education

Customer Julie Ann Gonzalez
Date Received 05/11/2022
Payment Method Purchase Order
Payment Status Payment Pending
Shipped On 05/11/2022

Billing Address
San Antonio ISD (SAISD)
514 W Qunicy
San Antonio, TX 78212
United States210-554-8590
payables@saisd.net

Shipping Address
San Antonio ISD (SAISD)
Attn: RFP-2021-02
514 W Qunicy
San Antonio, TX 78212
United States

Item	Description	QTY	Price	Total
CS1210	Multi-Sensory Screen	300	0.95	285.00
CS1225G	Sensational Sand 2lb. Green/Blue	90	9.95	895.50
CS1230	Sand Tray 10 X 14	180	5.95	1071.00
CS1600	O-G in a Bag	750	30.95	23212.50
CS1752	Hand-Held Dry Erase Boards	600	6.95	4170.00
CS1957	Tactile Alphabet Sandpaper Letters - Combo Pack	30	28.95	868.50
CS2000	Rainbow Color Tiles, Set of 400	30	24.00	720.00
CS3050	IMSE Alphabet Desktop Strips	30	15.95	478.50
CS3100	IMSE Comprehensive Classroom Posters	30	19.95	598.50
RS3440	Level 01 Reading Practice - Initial, Midterm & Final	750	3.95	2962.50
RS3540	Level 02 Reading Practice - Initial, Midterm & Final	750	4.95	3712.50
RS3640	Level 03 Reading Practice - Initial, Midterm & Final	750	4.95	3712.50
V1710	Daily Word Ladders: Grades 1-2	300	15.95	4785.00
V1720	Daily Word Ladders: Grades 2-3	450	15.95	7177.50
W1600	Handwriting Basics Zaner-Bloser	750	4.95	3712.50
W1700.2	Red Word Booklet	600	4.50	2700.00
			Subtotal	$61,062.00
			Sales Tax	$0.00
			Shipping	$7,327.44
			Total	$68,389.44

RFP 2021-02

- IMSE provides quotes for online orders at www.imse.com. Follow the prompts and after *submission* you can print a pdf and receive an email confirmation with a quote number. IMSE guarantees pricing for 30 days using your quote number. Products are subject to availability at the time of acceptance of quote via PO.
- Tax Exemption Status is a required choice for quote and order submission.
- Quote *does not* guarantee seat or training registration. Please pay in full with purchase order to guarantee seat.

DocuSign Envelope ID: 5A93CE71-3189-437B-AC56-16E308832419

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Professional Development modules on 504 & Dyslexia Awareness: 1) Dyslexia Awareness, 2) Dyslexia Identification and Assessment for Informing Instruction, 3) Dyslexia Orton-Gillingham Approach and 4) Section 504 Law.

2. How will goods and/or services be used? (List Campus/Grades impacted): SAISD staff will be required to complete the Dyslexia and Section 504 modules to increase their knowledge in Dyslexia and Section 504 to assure compliance with federal and state law.

3. Submitted by: Julie Ann Gonzalez (Printed Name) 504/Dyslexia (Department) 05/18/2022 (Date)

4. Recommended Vendor(s): Company Name: Scenario Learning, LLC dba Vector Solutions
   Address: 4890 W. Kennedy Blvd., Suite 300
   City/State/Zip: Tampa, FL 33609
   Phone No: 800-434-0154
   Point of Contact: Andrew Deitschel
   E-mail Address: andrew.deitschel@vectorsolutions.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB),
   __X__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard),
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD),
   _____ Professional Services
   _____ Sole Source
   _____ Other

   Contract #: _____
   Coop Name / Contract #: ESC19 #22-7423
   Contract #: _____
   Contract Expiration Date: 12/31/2022

6. Purchase valid from: 06/21/2022 through: 12/31/2022

7. For Competitive Purchases Only: Renewals: Yes _____ No __X__
   No. of Renewals: _____

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

9. Total Cost for Goods and/or Services to be Purchased: $ 54,080.00 *Approximately*

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

    Provide Budget Codes & Descriptions:
    429-13-6299-00-866-37-000 PD Training

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

DocuSign Envelope ID: 5A93CE71-3189-437B-AC56-16E308832419

12. Additional Impact:

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

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

Dr. Kristen Williams	Dr. Kristen Williams	5/20/2022
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	Patti Salzmann	5/22/2022
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/23/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/23/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

VectorSolutions

Quote ID
Q-143176

Valid Until
June 30, 2022

Contact Name
Andrew Deitschel

Schedule A – New Schedule

This Contract Revision Form is hereby added to the Client Agreement signed on **4/30/21** between the Vector Solutions entity and the Client named below as of the Effective Date below. If the term of this Schedule extends beyond the Term of the Client Agreement, then the Client Agreement shall automatically continue in full force and effect beyond the stated Client Agreement Term for so long as any Schedule remains in force.

Date: Monday, May 2, 2022

Client Information

Client Name: San Antonio ISD	
Address: 141 Lavaca St. San Antonio, TX 78210	
Primary Contact Name: Julie Ann Gonzalez	**Primary Contact Phone:** (210) 225-2406

Agreement Term

Effective Date: 07/01/2022	**Initial Term:** 12 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Mayra McMullen			
Billing Address: 514 W. Quincy St. San Antonio, Texas 78212	**Billing Phone:**		
Billing Email: mmcmullen1@saisd.net	**PO#:**	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
SLEEB	Special Education Course Library - Educator Essentials Bundle + *504*	Vector Training, K-12 Edition - Special Education Course Library - Educator Essentials	4,500	$5.44	$24,480.00

Grand Total: **$24,480.00***

**Reference ASC RFP 22-7423.*

DocuSign Envelope ID: 5A93CE71-3189-437B-AC56-16E308832419

VectorSolutions

Quote ID
Q-166388

Valid Until
July 1, 2022

Contact Name
Dana Brewer

Schedule A – New Schedule

This Contract Revision Form is hereby added to the Client Agreement signed on **4/30/2021** between the Vector Solutions entity and the Client named below as of the Effective Date below. If the term of this Schedule extends beyond the Term of the Client Agreement, then the Client Agreement shall automatically continue in full force and effect beyond the stated Client Agreement Term for so long as any Schedule remains in force.

Date: Thursday, May 5, 2022

Client Information

Client Name: San Antonio ISD	
Address: 141 Lavaca St. San Antonio, TX 78210	
Primary Contact Name: Richard Martinez	**Primary Contact Phone:** 210.554.2275 Extension 54193

Agreement Term

Effective Date: 07/01/2022	**Initial Term:** 12 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Mayra McMullen			
Billing Address: 141 Lavaca St. San Antonio, Texas 78210	**Billing Phone:**		
Billing Email: mmcmullen1@saisd.net	**PO#:**	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
SLSST	Employee Safety and Compliance Library	Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription	7,400	$4.00	$29,600.00

Grand Total: **$29,600.00**

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

DocuSign Envelope ID: 5A93CE71-3189-437B-AC56-16E308832419

DocuSign Envelope ID: 5CE7A955-7ACB-418D-870F-1A76BFB1F29A

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Excess Workers' Compensation Insurance

2. How will goods and/or services be used? (List Campus/Grades impacted): Contract with USI Southwest, Inc. to provide Excess Workers' Compensation insurance services for the Districts self-insured workers' compensation claims.

3. Submitted by: Matthew Nielsen (Printed Name) | Employee Benefits, Risk Management and Safety (Department) | 05/19/2022 (Date)

4. Recommended Vendor(s): Company Name: USI Southwest, Inc.
   Address: 303 N. Oregon St., Ste. 310
   City/State/Zip: El Paso, Texas 79901
   Phone No: 915-534-9412
   Point of Contact: Jim Brundage
   E-mail Address: Jim.Brundage@usi.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: 22-009 (VC)
   _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 06/30/2025
   _____ Other

6. Purchase valid from: 07/01/2022 through: 06/30/2025

7. For Competitive Purchases Only: Renewals: Yes X No _____
   No. of Renewals: 2 one-year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ 146,147 annu *Approximately*

10. Funding Source(s) – check all that apply: Federal X State ____ Local ____ Bond _____
    Provide Budget Codes & Descriptions: 753-98-6429-16-995-99-7-35 Excess WC Policy

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

DocuSign Envelope ID: 5CE7A955-7ACB-418D-870F-1A76BFB1F29A

12. Additional Impact:

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

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

Matthew Nielsen	Matthew Nielsen	5/20/2022
Requestor Signature	Type Name	Date
Lorena Rios	Lorena Rios	5/20/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/24/2022
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/24/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/27/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 81FDE79B-B3A3-4D4A-B37D-6C297A88044F

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully Insured Basic Life/AD&D and Voluntary Life Insurance (net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Basic Life/AD&D and Voluntary Life Insurance for District employees and eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Securian Financial Group Inc.
   Address: 400 Robert Street North
   City/State/Zip: St. Paul, MN 55101
   Phone No: 651-665-5954
   Point of Contact: Jennifer O'Phelan
   E-mail Address: jennifer.ophelan@securian.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: 22-015(VC)
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source Contract Expiration Date: 12/31/2025
   - [ ] Other

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes [X] No [ ]
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $302,990.00 *Approximately*

10. Funding Source(s) – check all that apply: Federal [ ] State [X] Local [ ] Bond [ ]
    Provide Budget Codes & Descriptions:
    183-00-2153-16-000-00-0-00

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) $ 00
4) HR (Additional Staff) $ 0
5) Technology (Cabling/Equipment, etc.) $ 0
6) Vehicle Insurance *(Director, Employee Benefits signs below)* $ 0

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/26/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/28/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/26/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/26/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: C851AA51-BAA4-4A8B-A059-71AD79EFAF5C

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully Insured Dental Insurance(net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Dental Insurance for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Metropolitan Life Insurance Company
   Address: 200 Park Avenue
   City/State/Zip: New York, NY 101066
   Phone No: 346-718-6313
   Point of Contact: John C. Pittman
   E-mail Address: bscroggins@metlife.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: 22-016(VC)
   - _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   - _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   - _____ Professional Services
   - _____ Sole Source Contract Expiration Date: 12/31/2025
   - _____ Other

6. Purchase valid from: 1/1/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes ___X___ No _____
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ 1,332,000.00 *Approximately*

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

    Provide Budget Codes & Descriptions: 183-00-2153-25-000-00-0-00

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

DocuSign Envelope ID: C851AA51-BAA4-4A8B-A059-71AD79EFAF5C

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/26/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/28/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/26/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/26/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: D5C6C565-C559-4363-B76E-8503DB64F518

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully Insured Employee Assistance Program

2. How will goods and/or services be used? (List Campus/Grades impacted): Employee Assistance Program for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Aetna Behavioral Health
   Address: 151 Farmington Ave
   City/State/Zip: Hartford CT 06156
   Phone No: 512-340-1706
   Point of Contact: Brendan Grych
   E-mail Address: bgrych@aetna.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - X Competitive Purchase (RFP, RFQ, IFB), Contract #: 22-017 (VC)
   - _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   - _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   - _____ Professional Services
   - _____ Sole Source Contract Expiration Date: 12/31/2025
   - _____ Other

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes X No _____
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ 110,000.00 *Approximately*

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

    Provide Budget Codes & Descriptions: 771-98-6299-12-735-99-0-00

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

DocuSign Envelope ID: D5C6C565-C559-4363-B76E-8503DB64F518

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/26/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/28/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/26/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/26/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 4D6E6C89-CD16-40B4-968A-12B667C79C93

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Self Insured Employee Medical Plans(net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Health Insurance for eligible employees and their dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Aetna Life Ins Company
   Address: 151 Farmington Ave
   City/State/Zip: Hartford CT 06156
   Phone No: 1-800-872-3862
   Point of Contact: Lauren Coffey
   E-mail Address: aetnaplsproposals@Aetna.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: 22-018(VC)
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source Contract Expiration Date: 12/31/2025
   - [ ] Other

6. Purchase valid from: 1/1/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes [X] No [ ]
   No. of Renewals: Two(2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $2,950,000.00 *Approximately*

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

    Provide Budget Codes & Descriptions:
    Do not have access to this budget code

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

DocuSign Envelope ID: 4D6E6C89-CD16-40B4-968A-12B667C79C93

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/26/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/28/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/26/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/26/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 61145E02-E182-40CA-9E62-3F6CE1A769BC

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Self Insured Pharmacy Benefit Services and Specialty Rx Program (net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Pharmacy Benefit Services and Specialty Rx Program for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: PCARx
   Address: 20079 Stone Oak Pkwy
   City/State/Zip: San Antonio, Texas 78258
   Phone No: 855.882.7499
   Point of Contact: David Antongiovanni
   E-mail Address: dave@pcarx.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: 22-019(VC)
   - _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   - _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   - _____ Professional Services
   - _____ Sole Source
   - _____ Other

   Contract Expiration Date: 12/31/2025

6. Purchase valid from: 1/1/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes ___X___ No _____
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ 326,400.00 *Approximately*

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

    Provide Budget Codes & Descriptions: 771-98-6299-17-735-99-0-00

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

DocuSign Envelope ID: 61145E02-E182-40CA-9E62-3F6CE1A769BC

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/31/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	6/1/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/28/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/31/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 1DE4ED35-E34D-4947-BE93-F81619748326

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully Insured Employee Paid Accident Insurance (net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Accident Insurance for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Aetna Insurance Company
   Address: 151 Farmington Ave
   City/State/Zip: Hartford CT 06156
   Phone No: 1-800-872-3862
   Point of Contact: Lauren Coffey
   E-mail Address: aetnaplsproposals@aetna.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: 22-020
   - _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   - _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   - _____ Professional Services
   - _____ Sole Source Contract Expiration Date: 12/31/2025
   - _____ Other

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes ___X___ No _____
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ Employee pd *Approximately*

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

    Provide Budget Codes & Descriptions: 183-00-215-3-52-000-00-0-00

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

DocuSign Envelope ID: 1DE4ED35-E34D-4947-BE93-F81619748326

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)	$ 00
3) Transportation (Additional Routes)	$ 0
4) HR (Additional Staff)	$ 0
5) Technology (Cabling/Equipment, etc.)	$ 000
6) Vehicle Insurance *(Director, Employee Benefits signs below)*	$ 0

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/31/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	6/1/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/27/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/31/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: E887A620-3120-46FE-823D-F0F3ADE77D6F

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully Insured Employee Paid Voluntary Critical Illness Plan (net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Critical Illness Insurance for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Aetna Insurance Company
   Address: 151 Farmington Ave
   City/State/Zip: Hartford CT 06156
   Phone No: 1-800-872-3862
   Point of Contact: Lauren Coffey
   E-mail Address: aetnaplsproposals@Aetna.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-021
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source
   - [ ] Other

   Contract Expiration Date: 05/26/2022

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes [X] No [ ]
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ Employee pd *Approximately*

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

    Provide Budget Codes & Descriptions: 183-00-2153-64-000-00-0-00

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

DocuSign Envelope ID: E887A620-3120-46FE-823D-F0F3ADE77D6F

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/31/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	6/1/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/27/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/31/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 97B41189-23DF-49F3-B010-820E7BEE50F5

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully Insured Voluntary Vision Plan (net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Vision Insurance for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Vision Service Plan
   Address: 3333 Quality Drive
   City/State/Zip: Rancho Cordova CA 95670
   Phone No: 1-800-852-7600
   Point of Contact: Teresa Esparsa
   E-mail Address: Teresa.esparsa@vsp.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-022 (VC)
   _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 12/31/2025
   _____ Other

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes ___X___ No _____
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ Employee pd *Approximately*

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

    Provide Budget Codes & Descriptions: 183-00-2153-29-000-00-0-00

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

DocuSign Envelope ID: 97B41189-23DF-49F3-B010-820E7BEE50F5

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/31/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

larry Garza	Larry Garza	6/1/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/27/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
lorena G Rios	Lorena Rios	5/31/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 3E313466-D88D-46F5-A492-1E6961C61E66

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully Insured Employee Paid Disability Plans (net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Fully Insured Employee Paid Disability Plans for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Standard Insurance Company
   Address: 1100 SW 6th Ave
   City/State/Zip: Portland OR 97204
   Phone No: 1-800-291-2171
   Point of Contact: Kathleen Quetel
   E-mail Address: matthew.shivers@standard.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-023 (VC)
   - _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   - _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   - _____ Professional Services
   - _____ Sole Source
   - _____ Other

   Contract Expiration Date: 12/31/2025

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes ___X___ No _____
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ Employee pd *Approximately*

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

    Provide Budget Codes & Descriptions: 183-00-2159-77-000-00-0-00

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

DocuSign Envelope ID: 3E313466-D88D-46F5-A492-1E6961C61E66

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/31/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	6/1/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/27/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/31/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 5989004E-401F-47C7-AB9A-DE2B3F3442D6

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: HSA, FSA Plan Administration (net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Health Savings Account, Flexible Spending Accounts, and Dependent Care Accounts for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Metropolitan Life Insurance Company
   Address: 200 Park Avenue
   City/State/Zip: New York, NY 101066
   Phone No: 346-718-6313
   Point of Contact: John C. Pittman
   E-mail Address: bscroggins@metlife.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - X Competitive Purchase (RFP, RQ, IFB), Contract #: RFP 22-024 (VC)
   - ___ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - ___ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - ___ Professional Services
   - ___ Sole Source
   - ___ Other

   Contract Expiration Date: 12/31/2025

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes X No ___
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ 36,000.00 *Approximately*

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

    Provide Budget Codes & Descriptions: 771-98-6299-13-735-99-000, 771-98-6299-11-735-99-000, 771-98-6299-15-735-99-000

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

DocuSign Envelope ID: 5989004E-401F-47C7-AB9A-DE2B3F3442D6

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/27/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/27/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/26/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/27/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 8DA7EF60-50B1-41E0-BCA4-BDFB66C6AD36

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully Insured Employee Paid Legal Insurance

2. How will goods and/or services be used? (List Campus/Grades impacted): Legal Insurance for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Metropolitan Life Insurance Company
   Address: 200 Park Avenue
   City/State/Zip: New York, NY 101066
   Phone No: 346-718-6313
   Point of Contact: John C. Pittman
   E-mail Address: bscroggins@metlife.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-025
   _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 12/31/2025
   _____ Other

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes ___X___ No _____
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ Employee pd
   Approximately

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

    Provide Budget Codes & Descriptions: New benefit, will require account setup

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

DocuSign Envelope ID: 8DA7EF60-50B1-41E0-BCA4-BDFB66C6AD36

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) $ 00
5) Technology (Cabling/Equipment, etc.) $ 0
6) Vehicle Insurance *(Director, Employee Benefits signs below)* $ 0

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/27/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/27/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/26/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/27/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 53CD868C-4E14-49B4-BD17-424E22EE3645

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully Insured Voluntary Pet Insurance Plan (net of commissions)

2. How will goods and/or services be used? (List Campus/Grades impacted): Pet Insurance for District employee's pets

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: AFLAC
   Address: 1600 Williams Street
   City/State/Zip: Columbia SC 29201
   Phone No: 1-800-433-3036
   Point of Contact: Eunice Holmes
   E-mail Address: eholmes@aflac.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-026 (VC)
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source
   - [ ] Other

   Contract Expiration Date: 12/31/2025

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes [X] No [ ]
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ Employee pd *Approximately*

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

    Provide Budget Codes & Descriptions: New benefit, new vendor

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

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/27/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/27/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/26/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/27/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 80003CA0-52E8-45B9-9F52-AA6D55476F67

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: COBRA Administration

2. How will goods and/or services be used? (List Campus/Grades impacted): COBRA Administration for District employees and their eligible dependents

3. Submitted by: Lorena G Rios (Printed Name) EBRMS (Department) 05/26/2022 (Date)

4. Recommended Vendor(s): Company Name: Payflex Systems USA
   Address: 11819 Miami Street Ste 200
   City/State/Zip: Omaha NE 68164
   Phone No: 402-758-7824
   Point of Contact: Jeffrey A. Protextor
   E-mail Address: jprotextor@payflex.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-028
   _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 12/31/2025
   _____ Other

6. Purchase valid from: 01/01/2023 through: 12/31/2025

7. For Competitive Purchases Only: Renewals: Yes ___X___ No _____
   No. of Renewals: Two (2) One (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ 26,596.80 *Approximately*

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

    Provide Budget Codes & Descriptions: 771-98-6299-10-735-99-0-00

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

DocuSign Envelope ID: 80003CA0-52E8-45B9-9F52-AA6D55476F67

12. Additional Impact:

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

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

Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/31/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	6/1/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
Toni Thompson	Toni Thompson	5/27/2022
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
Lorena G Rios	Lorena Rios	5/31/2022
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 0713763F-850F-4806-8CDD-E9F04823B7CB

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Continuing HVAC, building maintenance, and facility support repair, installation, operations supplies, and equipment as needed during the 2022-23 school year.

2. How will goods and/or services be used? (List Campus/Grades impacted): Purchase of supplies, materials, parts, equipment, and installation services to make facility repairs at various locations throughout the District as needed, including Custodial & Grounds, MEP, and other improvements related to Facilities Services core functions.

3. Submitted by: Aaron Stein (Printed Name) Facilities Services (Department) 05/18/2022 (Date)

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

5. Selection Method Used: (check one)
   - ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: See attached list
   - ___X___ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: See attached list
   - ___X___ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: See attached list
   - _____ Professional Services
   - _____ Sole Source
   - _____ Other

   Contract Expiration Date: 12/31/2026

6. Purchase valid from: 07/01/2022 through: 06/30/2023

7. For Competitive Purchases Only: Renewals: Yes _____ No ___X___
   No. of Renewals: _____

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

9. Total Cost for Goods and/or Services to be Purchased: $ 6,360,000.00 *Approximately*

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

    Provide Budget Codes & Descriptions: Subject to availability of funding for the 2022-2023 school year, various budgets will be used. Request is for approval of the vendors for services. Budget code will be provided upon request for services.

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

DocuSign Envelope ID: 0713763F-850F-4806-8CDD-E9F04823B7CB

12. Additional Impact:

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

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

Aaron M. Stein	Aaron M. Stein	5/24/2022
Requestor Signature	Type Name	Date
Chris E. Salley	Chris Salley	5/24/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/24/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Dottie Carreon	Larry Garza	5/31/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 0713763F-850F-4806-8CDD-E9F04823B7CB

Recommended Vendors

Vendor Name	Address	Phone Number	Point of Contact	E-mail	Participating Bid / Coop	Bid / Coop #	Approval Date	Expiration Date
Accu-Aire Mechanical	1463 S. WW White Rd. San Antonio, TX 78220	(210) 455-9003			Buyboard	638-21	3/1/2021	2/29/2024
AiRCO Mechanical	10751 Sentinel St San Antonio, TX 78217	(210) 845-7758	Angel Olivares	aolivares@aircomechanical.com	BuyBoard	638-21	3/1/2021	2/29/2024
AJ Monier	1446 N. Flores San Antonio, TX 78212	(210) 889-5811	Jimmy Bustamante	Jbustamante@ajmonier.com	JISD	18-34		7/23/2022
Alterman Management Group	14703 Jones Maltsberger Rd. San Antonio, TX 78247	(210) 273-3598	Chris Brannock	chris.brannock@goalterman.com	BuyBoard	638-21	3/1/2021	2/29/2024
BC Solutions dba Amcon Controls	11906 Warfield St San Antonio, TX 78216	(210) 349-6161	Joey Holmes	joey@amconcontrols.com	NEISD	133-18		8/31/2023
Buckeye Cleaning Center	5716 Business Park San Antonio, TX 78218	(210) 340-7777	Joe Koch		NEISD	57-20		8/31/2025
CAPP/USA	201 Marple Ave Clifton Heights, PA 19018	(800) 356-8000	Lisa Adaman-Clante	lisa@cappusa.com	BuyBoard	631-20	12/1/2020	11/30/2023
Carrier Corporation	11100 Metric Blvd, Ste 400 Austin, TX 78758	(512) 563-1956	Dave Holmes	dave.holmes@carrier.com	BuyBoard	631-20	12/1/2020	11/30/2023
Carrier Enterprise	12625 Wetmore Rd #418 San Antonio, TX 78247	(210) 499-2200	Dave Holmes	dave.holmes@carrier.com	Buyboard	631-20	12/1/2020	11/30/2023
Central Electric	2320 SW 36th St San Antonio, TX 78237	(210) 433-9999			SWISD	RFQ 1718-022	8/1/2018	7/31/2023
Crawford Electric	343 N Weidner Rd San Antonio, TX 78233	(210) 805-9898	Nathan Lutz	nlutz@crawfordelectricsupply.com	BuyBoard	657-21	12/1/2021	11/30/2024
Dewinne Equipment Co.	11002 Bandera Rd San Antonio, TX 78250	(210) 684-5296	Jeff Foster	jfoster@dewinne-equipment.com	Buyboard	611-20	6/1/2020	5/31/2023
Facility Solutions Group	3003 NE Loop 410, Ste 130 San Antonio, TX 78218	(210) 657-5025	Ray Medina	ray.medina@fsgi.com	BuyBoard	638-21	3/1/2021	2/29/2024

DocuSign Envelope ID: 0713763F-850F-4806-8CDD-E9F04823B7CB

Vendor Name	Address	Phone Number	Point of Contact	E-mail	Participating Bid / Coop	Bid / Coop #	Approval Date	Expiration Date
Filters4Air (Filtration Products)	1218 N Hackberry San Antonio, TX 78202	(210) 805-0200	David Dilling	david@filters4air.com	Region20	21027	5/1/2022	4/30/2023
Garratt-Callahan Company	13721 Welch Rd Farmers Branch, Tx. 75244	(210) 621-3628	Joshua Kubena	jkubena@g-c.com	NEISD	21-21		9/30/2025
Gillette Air Conditioning	1215 San Francisco San Antonio, TX 78201	(210) 735-9235	Vincent Gillette	vjg@gillette-ac.com	BuyBoard	638-21	3/1/2021	2/29/2024
Grainger	4924 NW Loop 410 San Antonio, TX 78229	(210) 654-4020	Johnny Ruiz	johnny.j.ruiz@grainger.com	TX-MAS	18-51V06	7/1/2018	6/30/2023
Graybar Electric Co.	4503 Perrin Creek San Antonio, TX 78217	(210) 248-3100			DIR	TSO-4359		5/6/2023
Gulf Coast Paper Co.	8655 NE Loop 410 San Antonio, TX 78219	(210) 229-9609	Ronald Pittman	rpittman@gulfcoastpaper.com	NEISD	03-19		8/31/2023
Heat Transfer Solutions	127 W Nakoma San Antonio, TX 78216	(210) 340-2533			Buyboard	631-20		11/30/2023
Hill Country Electric	818 Chestnut, Ste 103 San Antonio, TX 78202	(210) 223-2196	Walter Campbell	wcampbell@hces.net	Region20	21027		4/30/2023
Home Depot	527 Fair Ave San Antonio, TX 78223	(210) 531-9600	Jim Richter	jim_richter@homedepot.com	OMNIA	16154	2/1/2017	12/31/2026
Insco Distributing	1302 S Alamo St San Antonio, TX 78210	(210) 223-2681	Rick Mitchel	rmitchel@insco.com	NEISD	133-18		8/31/2023
Johnson Controls	3660 Thousand Oaks, Ste 216 San Antonio, TX 78247	(210) 524-7089	Jerod Logan	jerod.logan@jci.com	TIPS	22010601		3/31/2025
Klecka Electric Co.	12107 Colwick St San Antonio, TX 78216	(240) 349-0123	Jeff Howard	jeff.howard@kleckaelectric.com	NEISD	22-21		9/20/2025
Larry Wunsch & Associates	120 Interloop Rd San Antonio, TX 78216	(210) 349-5244	John Freeman	jkf@txai.net	NEISD	92-18		5/31/2023

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Vendor Name	Address	Phone Number	Point of Contact	E-mail	Participating Bid / Coop	Bid / Coop #	Approval Date	Expiration Date
LED Electric	13119 Lookout Ridge San Antonio, TX 78233	(210) 274-3984	Brian Ramirez	Brian.Ramirez@LEDelectric.us.com	BuyBoard	602-20	4/1/2020	3/31/2023
Lonestar Armature	4754 Center Park Blvd San Antonio, TX 78218	(210) 599-4515	Pedro Calderon	pedro@lsatx.com	NEISD	133-18		8/31/2023
Massengale Armature	1031 Basse Rd. San Antonio, TX 78212	(210) 732-5168	John Massengale	john@massengale-armatureworks.cm	BuyBoard	589-19	7/1/2019	6/30/2022
MB Dustless Air Filter	11515 N. Weidner San Antonio, TX 78233	(210) 451-9065	Nancy Barnett	Nancy@DustlessAir.com	BuyBoard	631-20	12/1/2020	11/30/2023
Mechanical Maint of Texas	2121 CeeGee San Antonio, TX 78217	(210) 824-9581	Italia Escobar	jillmmsa@outlook.com	NEISD	27-19		12/31/2023
Opiela Mechanical Inc.	12275 US-181 San Antonio, TX 78223	(210) 633-2431	Frank Opiela	faopiela@sbcglobal.net	NEISD	22-21		9/20/2025
Rexel USA	2400 Brockton St San Antonio, TX 78217	(210) 352-1000	Oscar Macias	oscar.macias@rexelusa@com	NEISD	57-20		8/31/2025
Safeway Supply	10841 Hillpoint Drive San Antonio, TX 78217	(210) 496-0407	Johnny Hunte	sales@safewaysupply.com	NEISD	49-20		8/31/2025
Sherwin-Williams	610 McCullough Ave San Antonio, TX 78215	(210) 222-1291	Daniel Gonzales	sw7418@sherwin.com	NEISD	113-19		7/31/2024
Sunbelt Rentals	5914 Business Park San Antonio, TX 78218	(210) 322-3276	Rudy Reyes	rudy.reyes@sunbeltrentals.com	OMNIA	R200601	11/1/2020	10/31/2023
Texas Chiller Systems	1219 Safari St. San Antonio, TX 78216	(210) 669-8634	Peter Smith	peter.smith@texaschillersystems.com	TXMAS	18-03FAC04	6/4/2018	2/24/2023
Texas Lighting	2245 FM 2309 Brady, TX 76825	(719) 429-3862	Josh Hawk	Josh.Hawk@texaslightingllc.com	NEISD	22-21		9/20/2025
Trane Supply	9535 Ball Street, Suite 1100 San Antonio, TX 78217	(210) 657-0901	Scott Naab	SNaab@trane.com	BuyBoard	631-20	12/1/2020	11/30/2023

DocuSign Envelope ID: 0713763F-850F-4806-8CDD-E9F04823B7CB

Vendor Name	Address	Phone Number	Point of Contact	E-mail	Participating Bid / Coop	Bid / Coop #	Approval Date	Expiration Date
Tree Service of San Antonio	339 Altgelt Avenue. San Antonio, TX 78201	(210) 341-7550	Michael Jimenez	southtexasarborist@gmail.com	SAISD	17-047	10/16/2017	10/16/2022
Winston Water Cooler	3703 N Pan Am Exwy Bldg 15 San Antonio, TX 78219	(210) 962-5960	Todd Scales	tscales@winstonwatercooler.com	Buyboard	657-21	12/1/2021	11/30/2024

DocuSign Envelope ID: 88AEAA24-761D-4638-93BE-9AEB23D7CD9E

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Ratification for approval to purchase pre-packaged backpacks with school supply kits.

2. How will goods and/or services be used? (List Campus/Grades impacted): Purchase will allow us to provide back to school supplies to 20,000+ students in all schools in grades PK-12

3. Submitted by: Elsa Griffin (Printed Name) | Family & Comm. Engagement (Department) | 05/16/2022 (Date)

4. Recommended Vendor(s): Company Name: Alamo Classroom Solutions
   Address: 14044 Nacogdoches Rd. Ste. 103
   City/State/Zip: San Antonio, Texas 78247
   Phone No: 210-314-1057
   Point of Contact: Miriam Guzman
   E-mail Address: mguzman@alamocrsolutions.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB# 18-033(RC)
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source
   - [ ] Other

   Contract Expiration Date: 06/30/2022

6. Purchase valid from: 05/18/2022 through: 06/30/2022

7. For Competitive Purchases Only: Renewals: Yes [X] No [ ]
   No. of Renewals: one (1) year renewal remains

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

9. Total Cost for Goods and/or Services to be Purchased: $183,987.44 *Approximately*

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

    Provide Budget Codes & Descriptions: 282-61-6399-00-727-99-R50

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

DocuSign Envelope ID: 88AEAA24-761D-4638-93BE-9AEB23D7CD9E

12. Additional Impact:

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

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

Requestor Signature	Elsa Griffin Type Name	5/26/2022 Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Patti Salzmann Deputy Superintendent Signature	Patti Salzmann Type Name	5/26/2022 Date
Edward Romero Executive Director of Operations, Business Services Signature	Edward M. Romero Type Name	5/31/2022 Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza Chief Financial Officer, Financial Services Signature	Larry Garza Type Name	6/1/2022 Date
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Dr. Kenneth Thompson 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: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 88AEAA24-761D-4638-93BE-9AEB23D7CD9E

QUOTE NUMBER
2699
DATE
April 27, 2022
VALID UNTIL
July 25, 2022 at 2:00PM

ALAMO CLASSROOM SOLUTIONS

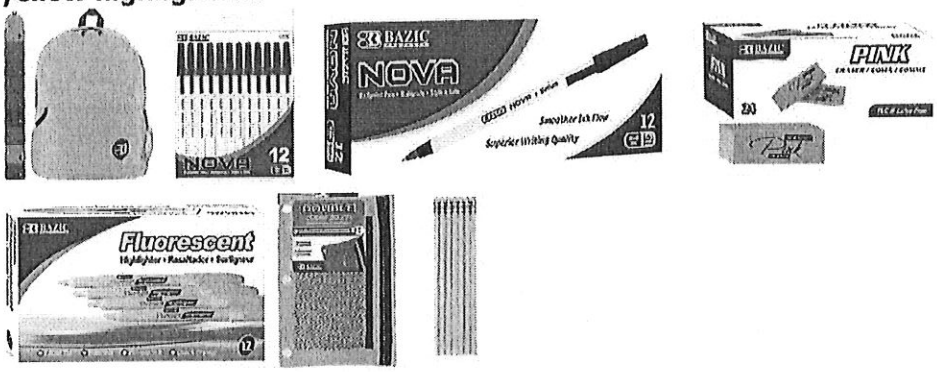
SAISD Quote for

FROM
Miriam Guzman
ALAMO CLASSROOM SOLUTIONS
PDG INDUSTRIES LLC
P.O. Box 33295
San Antonio, TX 78265
www.alamocrsolutions.com
PHONE
(210) 473-1585

FOR
SAISD Program Support Coordinator
TO
Janet Garcia
COPY TO
Christopher Escobar

Pre-Package backpacks School Supply kits QTY 20,696 students.

Pre- Package Kits for Students includes
1 BagPack, 6 pencils, 2 blue pens, 3 black pens, 1 Eraser, 1 pencil pouch and 2 yellow highlighters.



8,89 x
20,696
183,987.44

This quote includes a backpack with supplies inside the pencil pouch ready to deliver to the school. These pre-assembled backpacks will be delivered to each individual school in pallets.

DocuSign Envelope ID: D5AB46EE-E41C-4BE3-8C80-C4CB18596E27

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Replace DX system- Replace condenser and air handler.

2. How will goods and/or services be used? (List Campus/Grades impacted): Kelly Elementary School / New Wing classrooms and Hallway.

3. Submitted by: Manuel Salinas (Printed Name) Facilities Services (Department) 5/12/2022 (Date)

4. Recommended Vendor(s): Company Name: The Brandt Companies, LLC
   Address: 6023 Corridor Pkwy, Ste 100
   City/State/Zip: Schertz / TX / 78154
   Phone No: 210-650-7250
   Point of Contact: Marcos Delgado
   E-mail Address: Marcos.delgado2@brandt.us
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
   __X__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: Buy Board ID 638-21
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 2/28/2024
   _____ Other

6. Purchase valid from: 6/21/2022 through: 7/22/2022

7. For Competitive Purchases Only: Renewals: Yes _____ No __X__
   No. of Renewals: _____

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

9. Total Cost for Goods and/or Services to be Purchased: $ 112,939.00 *Approximately*

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

    Provide Budget Codes & Descriptions:
    661-81-6629-00-143-99-H10

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

DocuSign Envelope ID: D5AB46EE-E41C-4BE3-8C80-C4CB18596E27

12. Additional Impact:

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

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

Manuel Salinas	Manuel Salinas	6/16/2022
Requestor Signature	Type Name	Date
Chris E. Salley	Chris Salley	6/16/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	6/16/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	6/16/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
Kedrick Wright	Kedrick Wright	6/16/2022
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: D5AB46EE-E41C-4BE3-8C80-C4CB18596E27



The Brandt Companies, LLC

6023 Corridor Pkwy, Ste 100, Schertz, TX 78154, (210) 650-7250, TACLA18441C/TECL20109/M41312

Proposal Date: May 17, 2022

Proposal#: P-20220331-0019

24 Hour Service Dispatch: (210) 650-7250

Reference: Replace ARU and CU For New wing Classrooms and Hallway

Customer:

Manual Salinas
San Antonio ISD
1130 E Sunshine Dr.

San Antonio TX 78208

Service Site:

Manual Salinas
Kelly Elementry
1026 Thompson Pl,

San Antonio TX 78226

X **Repair work proposals** are for the scope as listed on the following page.

Equipment replacement proposals are for the scope of work as listed on the following page.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed, (at the above-referenced service site), in the amount of: $ 112,939.00 excluding any applicable taxes. Price is good for 30 Days.

Remit To: The Brandt Companies, LLC, P.O.Box 227351, Dallas, TX 75222-7351 - Tax EIN: 37-1652957

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

Marcos Delgado

Account Manager
Cell: (210) 380-5957
Fax: -
Email: Marcos.Delgado2@Brandt.US

Customer Acceptance	**The Brandt Companies, LLC**
Accepted By:	Accepted By:
Name:	Name:
Title:	Title:
Company:	The Brandt Companies, LLC
Date:	Date:
Purchase Order Number:	www.brandt.us

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

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The Brandt Companies, LLC

6023 Corridor Pkwy, Ste 100, Schertz, TX 78154, (210) 650-7250, TACLA18441C/TECL20109/M41312

Proposal Date: May 17, 2022 **Proposal#:** P-20220331-0019

24 Hour Service Dispatch: (210) 650-7250 **Reference:** Replace ARU and CU For New wing Classrooms and Hallway

Scope of Work:

- The following scope of work is being requested by SAISD to replace the 25 Ton AHU and CU for new wing classrooms and hallway at Kelly Elementary.
- Contact Manual Salinas to schedule work and check in with personnel.
- Perform necessary Lock Out and Tag Out proceedures and deenergize equipment as necessary.
- Recover all refrigeranty from both 1st and 2nd floor units.
- Remove high/low voltage electrical and copper pipping from ARU and CU.
- Demo out both ARU and CU on the roof.
- Set up crane and remove CU and ARU from roof.
- Install new CU, ARU, connect copper piping, and electrical high/low voltage wiring.
- Restore power to units and test for proper cooling and heating performance.
- Clean up work area and check out with personnel
- Brandt to provide a detailed report of any and all findings for further proposal.
- Brandt to provide a Payment and Performance Bond.

- Our Buy Board Contract Number is 638-21 for boilers, electrical, chillers, HVAC and plumbling. Experation date 2/28/2024

Accepted By Customer: _____ Brandt:_____

DocuSign Envelope ID: 69F18536-2F1B-4A98-B4B1-4F5C3F619A39

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: IFB #22-011Fine Arts Color Guard instructors.

2. How will goods and/or services be used? (List Campus/Grades impacted): Color Guard contracted service instructors will design color guard programs to include the visual and musical component, work with marching band director and teach students color guard material across the SAISD high schools.

3. Submitted by: Daniel Loudenback (Printed Name) Fine Arts (Department) 05/17/2022 (Date)

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

5. Selection Method Used: (check one)
   - ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB 22-011 (AS)
   - _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   - _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   - _____ Professional Services
   - _____ Sole Source Contract Expiration Date: 06/20/2023
   - _____ Other

6. Purchase valid from: 06/21/2022 through: 06/20/2023

7. For Competitive Purchases Only: Renewals: Yes ___X___ No _____
   No. of Renewals: Four (4) one (1) year renewals

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

9. Total Cost for Goods and/or Services to be Purchased: $ 238,000 *Approximately*

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

    Provide Budget Codes & Descriptions: 198-36-6299-95-xxx-99-103 $238,000 pending enhancement budget for the 2022-20

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

DocuSign Envelope ID: 69F18536-2F1B-4A98-B4B1-4F5C3F619A39

12. Additional Impact:

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

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

Daniel Loudenback	Daniel Loudenback	5/18/2022
Requestor Signature	Type Name	Date
Daniel Loudenback	Daniel Loudenback	5/18/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	Patti Salzmann	5/21/2022
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/21/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/23/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 69F18536-2F1B-4A98-B4B1-4F5C3F619A39

IFB 22-011 (AS) RECOMMENDED VENDORS

Company Name: Performer's Academy LLC Address: PO Box 781884 City/State/Zip: San Antonio, TX 78278 Phone No: 210-827-4655 Point of Contact: Richard Lopez E-mail Address: dance@performersacademy.com	Company Name: Generation NEXT, LLC the education initiative of The Tobin Center for the Performing Arts Address: 115 Auditorium Circle City/State/Zip: San Antonio, TX 78205 Phone No: 210-223-3333 Point of Contact: Jeff Lasante E-mail Address: jeff.lasante@tobincenter.org

DocuSign Envelope ID: 007D62EB-1DF3-490F-BA20-9E6A58BE21EB

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Recycling of electronic and computer equipment, including pickup, data destruction, and credits to allow for the purchasing of parts and accessories.

2. How will goods and/or services be used? (List Campus/Grades impacted): Services will affect disposals of electronic equipment from all departments and campuses in SAISD.

3. Submitted by: Stephen Haskin (Printed Name) Information Technology (Department) 05/17/2022 (Date)

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

5. Selection Method Used: (check one)
   - ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP #22-030 (RC)
   - _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - _____ Professional Services
   - _____ Sole Source Contract Expiration Date: 6/30/2025
   - _____ Other

6. Purchase valid from: 07/01/2022 through: 06/30/2025

7. For Competitive Purchases Only: Renewals: Yes ___X___ No _____
   No. of Renewals: 2 additional 1 years

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

9. Total Cost for Goods and/or Services to be Purchased: $ 0 *Approximately*

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

    Provide Budget Codes & Descriptions: N/A - Vendor is providing services at no cost to the district

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

DocuSign Envelope ID: 007D62EB-1DF3-490F-BA20-9E6A58BE21EB

12. Additional Impact:

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

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

Requestor Signature	Stephen Haskin Type Name	5/18/2022 Date
Evangelina Mendoza Sr. Executive Director/Executive Director Signature	Evangelina Mendoza Type Name	5/20/2022 Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero Executive Director of Operations, Business Services Signature	Edward M. Romero Type Name	5/23/2022 Date

COORDINATION CONDUCTED WITH (if required):

larry Garza Chief Financial Officer, Financial Services Signature	Larry Garza Type Name	5/28/2022 Date
kenneth Thompson Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Dr. Kenneth Thompson Type Name	5/20/2022 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: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 007D62EB-1DF3-490F-BA20-9E6A58BE21EB

Recommended Vendors – RFP #22-030 – Electronic Equipment Disposal

May 17, 2022

Company Name: ATX Global Trading
Address: 4125 Felter Lane
City/State/Zip: Austin, TX 78744
Phone No: 512-786-5277
Point of Contact: Jacob Bernal, Business Development
E-mail Address: jacob@atxglobaltrading.com

Company Name: eTech Parts Plus
Address: 2380 Dean Way Ste 160
City/State/Zip: Southlake, TX 76092
Phone No: 817-484-2004 x 2225
Point of Contact: Bryce Kelley, Director of Sales
E-mail Address: bryce@etechparts.com

Company Name: Vantage Point ITAD
Address: 7725 W Reno Ste 395
City/State/Zip: Oklahoma City, OK 73127
Phone No: 405-896-8400 x104
Point of Contact: Peter Roberts, VP of Purchasing
E-mail Address: proberts@vantagepointitad.com

DocuSign Envelope ID: F5E3824B-B99A-4970-8CEB-97D610BA0C7E

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fully managed cellular services for fire alarms, 911 calls, elevators, and security alarms. Request Ratification for the purchase of Fully Managed Cellular etc.

2. How will goods and/or services be used? (List Campus/Grades impacted): Copper telephone lines are aging and being phased out by telephone companies. Replacing copper telephone lines with cellular service offers better reliability and maintenance cost savings. Critical school systems rely on cellular service for first responder notifications.

3. Submitted by: Dr. Kenneth Thompson (Printed Name) Information Technology (Department) 05/18/2022 (Date)

4. Recommended Vendor(s): Company Name: Advance Detection Security Services, Inc
   Address: PO Box 732
   City/State/Zip: Helotes, TX 78023
   Phone No: 210-677-0040
   Point of Contact: Diane Sullaway
   E-mail Address: dsullaway@advanceddetectionsecurity.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   ___X___ Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB #19-050RC
   _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 08/19/2022
   _____ Other

6. Purchase valid from: 06/21/2022 through: 08/19/2022

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

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

9. Total Cost for Goods and/or Services to be Purchased: $ 52588.89 *Approximately*

10. Funding Source(s) – check all that apply: Federal ____ State ____ Local ____ Bond __X__
    Provide Budget Codes & Descriptions: BUDGET DEPENDS ON THE CAMPUS OR DEPARTMENT MAKING PURCHASE. SEE ATTACHED BUDGET CHANGE REQUEST FORM.

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

DocuSign Envelope ID: F5E3824B-B99A-4970-8CEB-97D610BA0C7E

12. Additional Impact:

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

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

Eugene Gonzales Requestor Signature	Eugene Gonzales Type Name	5/20/2022 Date
Evangelina Mendoza Sr. Executive Director/Executive Director Signature	Evangelina Mendoza Type Name	5/20/2022 Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero Executive Director of Operations, Business Services Signature	Edward M. Romero Type Name	5/20/2022 Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza Chief Financial Officer, Financial Services Signature	Larry Garza Type Name	5/26/2022 Date
KENNETH J THOMPSON Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Dr. Kenneth Thompson Type Name	5/20/2022 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: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: F5E3824B-B99A-4970-8CEB-97D610BA0C7E

Advanced Detection Security Services,
PO BOX 732
Helotes TX 78023
210-677-0040

Name / Address
S.A. I.S.D. Technology Department **EUGENE GONZALES**

Date	Estimate #	Project
4/12/2022	2262	CELLULAR CONV...

Estimate

Description	Qty	Cost	Total
CELLULAR CONVERSION 20 CAMPUSES: JT BRACKENRIDGE,HARRIS ,ESTRADA,COOPER ACADEMEY,BREWER,CARROLL,YWLA PAGE,STORM,SMITH,SCHENCK,RODRIGUEZ,NEAL, MILLER,MADISON, LAMAR,KING ES,KELLY,HUPPERTZ,GATES, LOWELL			
TELLULAR TG-7FS-LTE-A	18	388.68722	6,996.37
LABOR	110	75.504	8,305.44
ADDRESS MINI CONTACT MODULE	20	97.431	1,948.62
ELECTRICAL OUTLET	20	121.563	2,431.26
FIRE ALARM CELLULAR USAGE FEE			0.00

Thank you for your business.

Subtotal	
Sales Tax (0.0%)	
Total	

DocuSign Envelope ID: F5E3824B-B99A-4970-8CEB-97D610BA0C7E

Advanced Detection Security Services,
PO BOX 732
Helotes TX 78023
210-677-0040

Name / Address
S.A. I.S.D. Technology Department **EUGENE GONZALES**

Date	Estimate #	Project
4/12/2022	2262	CELLULAR CONV...

Estimate

Description	Qty	Cost	Total
Subtotal			19,681.69
CELLULAR COMMUNICATOR (911 ROUTER)	20	227.50	4,550.00
INSTALLATION	40	75.625	3,025.00
CELLULAR USAGE $36.50 PER UNIT			
Subtotal			7,575.00
CELLULAR COMMUNICATOR (SECURITY)	20	227.50	4,550.00
INSTALLATION	42	75.625	3,176.25
CELLULAR USAGE FEE $36.50 PER UNIT			0.00
Subtotal			7,726.25
CELLULAR COMMUNICATOR (ELEVATOR)	20	175.00	3,500.00
INSTALLATION	38	75.625	2,873.75
CELLULAR USAGE FEE $36.50			0.00
Subtotal			6,373.75

Thank you for your business.

Subtotal	
Sales Tax (0.0%)	
Total	

DocuSign Envelope ID: F5E3824B-B99A-4970-8CEB-97D610BA0C7E

Advanced Detection Security Services,
PO BOX 732
Helotes TX 78023
210-677-0040

Name / Address
S.A. I.S.D. Technology Department **EUGENE GONZALES**

Date	Estimate #	Project
4/12/2022	2262	CELLULAR CONV...

Estimate

Description	Qty	Cost	Total
OPTIONAL :			
350VA/255W BATTERY BACKUP UPS	20	168.75	3,375.00
Subtotal			3,375.00
4FT 6 OUTLET POWER STRIP	20	25.6235	512.47
Subtotal			512.47
EXD-O Exterior Antenna and mounting hardware	10	215.987	2,159.87
ACD35 High Gain Antenna Cable 35 ft	5	195.736	978.68
ACD50 High Gain Cable for EXD-0 Exterior Antenna	5	236.236	1,181.18
LABOR TO INSTALL EXTERNAL ANTENNA	40	75.625	3,025.00
Subtotal			7,344.73
SAISD BID # IFB #17-047 / IFB # 19-050			

Thank you for your business.

Subtotal	
Sales Tax (0.0%)	
Total	

DocuSign Envelope ID: F5E3824B-B99A-4970-8CEB-97D610BA0C7E

Advanced Detection Security Services,
PO BOX 732
Helotes TX 78023
210-677-0040

Name / Address
S.A. I.S.D. Technology Department **EUGENE GONZALES**

Estimate

Date	Estimate #	Project
4/12/2022	2262	CELLULAR CONV...

Description	Qty	Cost	Total
ADS WILL INSTALL FIRE RATED COMMUNICATOR TO REPLACE 2 ANALOG PHONE LINES ADDITIONAL CHARGE MAY BE CHARGED IF EXTERNAL ANTENNA IS REQUIRED MONTHLY FIRE CELLULAR USAGE FEE: $47.50 PER CAMPUS - THIS WILL BE BILLED SEPARATELY. MONTHLY 911 CELLULAR USAGE FEE: $36.50 PER UNIT MONTHLY SECURITY USAGE FEE : $36.50 PER UNIT MONTHLY ELEVATOR USAGE FEE: $36.50 PER UNIT ADS WILL MOUNT FIRE COMMUNICATOR AT FIRE ALARM PANEL			

Thank you for your business.

Subtotal	
Sales Tax (0.0%)	
Total	

DocuSign Envelope ID: F5E3824B-B99A-4970-8CEB-97D610BA0C7E

Advanced Detection Security Services,
PO BOX 732
Helotes TX 78023
210-677-0040

Name / Address
S.A. I.S.D. Technology Department **EUGENE GONZALES**

Estimate

Date	Estimate #	Project
4/12/2022	2262	CELLULAR CONV...

Description	Qty	Cost	Total
ADS WILL MOUNT CELLULAR COMMUNICATORS NEXT TO EXISTING DMARK. ADS WILL USE EXISTING HOUSE CABLE FROM DMARK TO ELEVATORS, SECURITY, 911 DAMAGED HOUSE CABLES WILL NE CHARGED ON A TIME AND MATERIAL RATE ADS HOURLY SERVICE RATES APPLY: $20.00TRIP CHARGE $65.00 HOURLY ESTIMATE PRICING IS VALID FOR 15 DAYS			

Thank you for your business.

Subtotal	$52,588.89
Sales Tax (0.0%)	$0.00
Total	$52,588.89

DocuSign Envelope ID: A0BC21A4-59F8-46DF-971C-55430C8B7D7C

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Requesting funding to be increase for Window base computers, Chromebooks, and related services on an "as needed" basis for the District-wide use. This was originally board approved on June 21, 2021 for $4,000,000. Requesting an additional funding of $5,000,000.

2. How will goods and/or services be used? (List Campus/Grades impacted): Devices will b used for the purpose of all district student and staff to be learned and teach the materials needed to continuous growing and to keep up with the demand of updated working devices.

3. Submitted by: Dr. Kenneth Thompson (Printed Name) Information Technology (Department) 05/19/2022 (Date)

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

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB),
   __x__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard),
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD),
   _____ Professional Services
   _____ Sole Source
   _____ Other

   Contract #: _____
   Coop Name / Contract #: 21-021 (vc)
   Contract #: _____
   Contract Expiration Date: 06/22/2025

6. Purchase valid from: 06/21/2022 through: 06/22/2025

7. For Competitive Purchases Only: Renewals: Yes __x__ No _____
   No. of Renewals: 2 additional of 1 year

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

9. Total Cost for Goods and/or Services to be Purchased: $ 5,000,000 *Approximately*

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

    Provide Budget Codes & Descriptions: Different budget codes will be used to make purchase; local or bond.

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

DocuSign Envelope ID: A0BC21A4-59F8-46DF-971C-55430C8B7D7C

12. Additional Impact:

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

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

Kenneth Thompson	Kenneth Thompson	5/20/2022
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/20/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/23/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

4. Recommended Vendor(s): Company Name: GTS Technology Solution Inc.
Address: 9211 Waterford Centre Blvd. Suite 275
City/State/Zip: Austin, TX 78758
Phone No: 512-452-0651
Point of Contact: Brooke Bingham
E-mail Address: Brooke.Bingham@gts-ts.com
(Use a separate sheet to identify multiple vendors)

RFP 20-021

4. Recommended Vendor(s): Company Name: Netsync Network Solution
Address: 2500 West Loop South, Ste 410/510
City/State/Zip: Houston, TX 77027
Phone No: 712-413-7998
Point of Contact: David Tijerina
E-mail Address: dtijerina@netsync.com
(Use a separate sheet to identify multiple vendors)

RFP 20-021

4. Recommended Vendor(s): Company Name: Technology Integration Group
Address: PO Box 85244
City/State/Zip: San Diego, CA 92186-5244
Phone No: 858-566-1900
Point of Contact: Georgia Vasilion
E-mail Address: Georgia.Vasilion@tig.com
(Use a separate sheet to identify multiple vendors)

RFP 20-021

4. Recommended Vendor(s): Company Name: Dell Technologies
Address: 3439 Steen St.
City/State/Zip: San Antonio, TX 78219
Phone No: 800-456-3355 / 210-559-0607
Point of Contact: Chris Minchew
E-mail Address: Chris_Minchew@Dell.com
(Use a separate sheet to identify multiple vendors)

RFP 20-021

DocuSign Envelope ID: 57990F02-A222-4195-8500-EBA782306CF8

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: The Board is requested to approve the purchase and implementation of Apple Inc., to make purchases of Apple technology for the use of the student and staff of SAISD as needed. This service will help maintain updated purchases needed to ensure the learning and teaching of all on request. This purchase will provide computer equipment on an "as needed: basis for District-wide use.

2. How will goods and/or services be used? (List Campus/Grades impacted): All grade levels from Pre-k through 12th grade will be utilizing these devices to perform the academic duties throughout the year.

3. Submitted by: Dr. Kenneth Thompson (Printed Name) Information Technology (Department) 05/19/2022 (Date)

4. Recommended Vendor(s): Company Name: Apple, Inc.
   Address: 12545 Riata Vista Circle
   City/State/Zip: Austin, TX 78727
   Phone No: 512-674-78727
   Point of Contact: Bob Morrison
   E-mail Address: Bob_Morrison@apple.com
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
   __X__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: DIR-TSO-3789
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 05/07/2023
   _____ Other

6. Purchase valid from: 06/21/2022 through: 05/07/2023

7. For Competitive Purchases Only: Renewals: Yes __X__ No _____
   No. of Renewals: 2 OR MORE

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

9. Total Cost for Goods and/or Services to be Purchased: $5,000,000 *Approximately*

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

    Provide Budget Codes & Descriptions: N/A BUDGET DEPENDS ON THE CAMPUS OR DEPARTMENT MAKING THE PURCHASE AND WILL USE THEIR FUNDS TO MAKE PURCHASE.

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

DocuSign Envelope ID: 57990F02-A222-4195-8500-EBA782306CF8

12. Additional Impact:

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

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

Kenneth Thompson	Kenneth Thompson	5/20/2022
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/20/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/23/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

DocuSign Envelope ID: 3240C5D8-C489-4C18-B873-551683A221C7

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Purchase of Microsoft 365 and Microsoft Azure District Subscription License. This subscription empowers educator to unlock creativity, promote teamwork and provide simple and safe experience in a singe affordable solution built for education.

2. How will goods and/or services be used? (List Campus/Grades impacted): All level grades from Pre-K/Head Start-12 grade will use this software that will provide yearly licenses for all campuses District-wide for all students to the Microsoft Suite of tools wheather they are on premises or engaged in district learning.

3. Submitted by: Dr. Kenneth Thompson (Printed Name) Information Technology (Department) 05/19/2022 (Date)

4. Recommended Vendor(s): Company Name: CDW-GOVERNMENT
   Address: 75 REMITTANCE DRIVE SUITE 1515
   City/State/Zip: CHICAGO, IL 60675-1515
   Phone No: 847-371-2964
   Point of Contact: MICHELLE BRIDGEMON
   E-mail Address: MICHELLE.BRIDGEMON@CDW.COM
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   _____ Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
   __X__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: TIPS 200105
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 05/31/2023
   _____ Other

6. Purchase valid from: 06/21/2022 through: 05/31/2023

7. For Competitive Purchases Only: Renewals: Yes __X__ No _____
   No. of Renewals: 1 additional 2 years

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

9. Total Cost for Goods and/or Services to be Purchased: $ 340160.11 *Approximately*

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

    Provide Budget Codes & Descriptions:
    199-53-6299-95-950-99-084

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

DocuSign Envelope ID: 3240C5D8-C489-4C18-B873-551683A221C7

12. Additional Impact:

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

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

DR. KENNETH THOMPSON	DR. KENNETH THOMPSON	5/20/2022
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	5/20/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	5/23/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR EUGENE GONZALES,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MTGH587	5/13/2022	MICROSOFT AGREEMENT	0467234	$340,160.11

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft 365 A3 - subscription license (1 month) - 1 user Mfg. Part#: AAD-38392-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	6700	5419421	$46.27	$310,009.00
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-D-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	100000	5419378	$0.00	$0.00
MS EES M365 APPS ENT DVC ADD Mfg. Part#: RQL-00001-12MO Electronic distribution - NO MEDIA Contract: MARKET	100000	5680005	$0.00	$0.00
MS EES PWRAPPSPLANEDU Mfg. Part#: SEK-00001-12MO Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	1	5822605	$97.92	$97.92
Power BI Pro - subscription license (12 months) - 1 user Mfg. Part#: NK5-00001-12MO UNSPSC: 43232314 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	1	3926608	$23.38	$23.38
Microsoft SQL Server Enterprise Core Edition License & Software Assurance Mfg. Part#: 7JQ-00341 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	26	2670095	$1,134.16	$29,488.16
Microsoft SQL Server - license & software assurance - 1 device CAL Mfg. Part#: 359-00765 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	10	2379955	$17.14	$171.40

QUOTE DETAILS (CONT.)				
Microsoft SQL Server Standard Edition - license & software assurance - 1 se	5	2379935	$74.05	$370.25
Mfg. Part#: 228-04437 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)				

PURCHASER BILLING INFO		
Billing Address: SAN ANTONIO INDEPENDENT SCHOOL DIST ACCOUNTS PAYABLE 514 W. QUINCY AVE. SAN ANTONIO, TX 78212 **Phone:** (210) 554-2200 **Payment Terms:** NET 30 Days-Govt/Ed	**SUBTOTAL**	$340,160.11
	SHIPPING	$0.00
	SALES TAX	$0.00
	GRAND TOTAL	**$340,160.11**
DELIVER TO		
Shipping Address: SAN ANTONIO INDEPENDENT SCHOOL DIST 514 W. QUINCY AVE. SAN ANTONIO, TX 78212 **Phone:** (210) 554-2200 **Shipping Method:** ELECTRONIC DISTRIBUTION	**Please remit payments to:** CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION				
Mike Smith	|	(866) 691-7123	|	miksmit@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$340,160.11	**$9,027.85/Month**	**$340,160.11**	**$10,453.12/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: High School Clinical Counseling

2. How will goods and/or services be used? (List Campus/Grades impacted): Clinical counseling services will be provided to students registered in 8 high school campuses based on a referral system.

3. Submitted by: Victoria Bustos (Printed Name) | Student and Academic Support Services (Department) | 05/24/2022 (Date)

4. Recommended Vendor(s): Company Name: The Meadows Mental Health Policy Institute
   Address: 1303 San Antonio St., Ste. 810
   City/State/Zip: Austin, Texas 78701
   Phone No: 806-440-6006
   Point of Contact: Melissa True
   E-mail Address: mtrue@mmhpi.org
   (Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP #22-010 (VC)
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source Contract Expiration Date: 06/19/2023
   - [ ] Other

6. Purchase valid from: 06/21/2022 through: 06/19/2023

7. For Competitive Purchases Only: Renewals: Yes [X] No [ ]
   No. of Renewals: (1) one additional one year

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

9. Total Cost for Goods and/or Services to be Purchased: $543,000 *Approximately*

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

    Provide Budget Codes & Descriptions: 164-31-6299-00-xxx-30-860 (2023). Subject to availability of funding for the 2022-2023 school year and the approval of the 2022-2023 budget.

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

DocuSign Envelope ID: CECA5214-1638-4548-B9F6-7483DAF540F0

12. Additional Impact:

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

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

Victoria Bustos	Victoria Bustos	5/26/2022
Requestor Signature	Type Name	Date
Beth Jones	Beth Jones	5/31/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Patti Salzmann	Patti Salzmann	6/2/2022
Deputy Superintendent Signature	Type Name	Date
Edward Romero	Edward M. Romero	6/2/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Larry Garza	Larry Garza	6/3/2022
Chief Financial Officer, Financial Services Signature	Type Name	Date
	Dr. Kenneth Thompson	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	Toni Thompson	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	Kedrick Wright	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: May 2, 2022

Reviewed By: RC

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the 2022-2023 SAISD Board Meeting Schedule**

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

REQUESTED BY: Christina Martinez, Board President

PRESENTER: Theresa Mendoza, Board Coordinator

MEETING DATE: June 20, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the proposed 2022-2023 SAISD Board Meeting Schedule. The schedule is as follows:

Board Business Meeting A	Board Business Meeting B
No Meeting A* *(First day of school – Aug. 16th)*	**Monday, August 22, 2022** *(Combine A/B meeting)*
Monday, September 12, 2022	**Monday, September 19, 2022**
Tuesday, October 11, 2022* *(Columbus Day/Indigenous Peoples' Day – Oct. 10th)*	**Monday, October 17, 2022**
Monday, November 7, 2022 *(Combine A&B Meeting)*	**No Meeting B**
Monday, December 5, 2022	**Monday, December 12, 2022**
Monday, January 9, 2023	**Tuesday, January 17, 2023*** *(MLK Holiday – Jan. 16th)*
Monday, February 13, 2023	**Tuesday, February 21, 2023*** *(President's Day – Feb. 20th)*
No Meeting A* *(Spring Break – Mar. 13th - 16th)*	**Tuesday, March 21, 2023** *(Combine A/B meeting)*
Monday, April 10, 2023	**Monday, April 17, 2023**
Monday, May 8, 2023	**Monday, May 15, 2023**
No Meeting A* *(Summer Schedule)*	**Tuesday, June 20, 2023*** *(Juneteenth National Independence Day – June 19th/Combine A&B Meeting)*
No Meeting A* *(Summer Schedule/July 4th Break)*	**Monday, July 17, 2023*** *(Combine A/B Meeting)*

Please note: The 2022-2023 Instructional Calendar; the 2022 and 2023 Federal Calendars; and Future Fiesta Dates were used to develop the Board Meeting Schedule above. An asterisk (*) denotes a change of regular schedule due to a District holiday, event, summer schedule or City event.

Upon approval, the 2022-2023 Board Meeting Schedule will be posted in accordance with the requirements of the Texas Open Meetings Act and made available for public view on the District website.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that that Board approve the proposed 2022-2023 SAISD Board Meeting Schedule, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

Minutes of Special Board Meeting
San Antonio Independent School District Board of Trustees
Monday, May 2, 2022

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 Monday, May 2, 2022, beginning at 5:35 p.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
      3. Mr. Arthur Valdez
      4. Mr. Ed Garza
      5. Ms. Leticia Ozuna
      6. Mrs. Patti Radle
      7. Mrs. Sarah Sorensen
   B. Pledge of Allegiance to the U. S. Flag
   C. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
   D. Citizens' Presentations - 30-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 on the SAISD Board Page.
      1. Alejandra Lopez, SA Alliance

2. **Discussion and Possible Action on the Employment of Dr. Jaime Aquino as Superintendent of Schools for the San Antonio Independent School District**
   Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board Members present. The Board moved to hire Dr. Jaime Aquino as Superintendent of Schools, and further, the Board approved the Superintendent's Employment Contract to effectuate Dr. Aquino's employment and authorized the Board's President to sign said Contract on behalf of the Board.

3. **Closed Session**
   A. Mrs. Martinez convened the Board in Closed Session at 5:37 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 3A1, 3A2, 3A3, and 3A4.
   B. Mrs. Martinez reconvened the Board in Open Session at 5:45 p.m. and took appropriate action on items discussed in Closed Session. Items 3A1 through 3A4 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. Deliberation regarding the appointment and employment of the next superintendent of schools and consultation with legal counsel regarding legal issues related to the superintendent search, if necessary. (TGC 551.071 and TGC 551.074)
   No action taken.
4. Deliberation and consultation with legal counsel on the employment of Dr. Jaime Aquino as Superintendent of Schools. (TGC 551.071 and TGC 551.074)
   No action taken.

4. Adjournment

A. Mrs. Martinez adjourned the meeting at 6:24 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 Monday, May 2, 2022 were duly approved at a meeting held on June 20, 2022.

ATTEST:

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

Minutes of Special Board Meeting
San Antonio Independent School District Board of Trustees
Tuesday, May 3, 2022

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 Tuesday, May 3, 2022, beginning at 9:04 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
   3. Mr. Arthur Valdez
   4. Mr. Ed Garza - arrived at 9:05 a.m.
   5. Ms. Leticia Ozuna
   6. Mrs. Patti Radle
   7. Mrs. Sarah Sorensen

B. Recording of Superintendent Present
   1. Dr. Jaime Aquino

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

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

E. Citizens' Presentations - 30-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 on the SAISD Board Page.
   1. Jason Mims, MIMS Institute

2. Discussion on SAISD Budget

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

3. Closed Session

A. Mrs. Martinez convened the Board in Closed Session at 9:09 a.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071 and TGC 551.074) to discuss and/or receive information about the items under this section listed as 3A1, 3A2, 3A3, and 3A4.

B. Mrs. Martinez reconvened the Board in Open Session at 10:17 a.m. and took appropriate action on items discussed in Closed Session. Items 3A1 through 3A4 are listed as follows:
   1. Consultation with legal counsel regarding clarification and/or amendment to Interim Superintendent's employment contract (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 amendment to Dr. Robert Jaklich, Interim Superintendent, employment contact as discussed in closed session and authorized the Board President to execute the amendment on behalf of the Board.
   2. Proposal to terminate probationary contract employee(s) at the end of the 2021-2022 school year in the best interest of the District pursuant to TEC Section 21.103 (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 probationary contract of Carlos

Garcia in the best interest of the District, as discussed in closed session, and authorized the Superintendent, or his designee, to provide the employee with notice of the Board's action; and the Board moved to propose the termination of the probationary contract of Norma Marquez in the best interest of the District, as discussed in closed session, and authorized the Superintendent, or his designee, to provide the employee with notice of the Board's action.

3. Proposal to non-renew term contract employee(s) at the end of the 2021-2022 school year pursuant to TEC 21.206 (TGC 551.071 and TGC 551.074)
   No action taken.
4. Proposal to terminate continuing contract teacher(s) for good cause pursuant to TEC 21.156 (TGC 551.071 and TGC 551.074)
   No action taken.

4. Adjournment

A. Mrs. Martinez adjourned the meeting at 3:08 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 Tuesday, May 3, 2022 were duly approved at a meeting held on June 20, 2022.

ATTEST:

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

Minutes of Internal Audit Subcommittee Meeting
San Antonio Independent School District Board of Trustees
Wednesday, May 11, 2022

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.

Internal Audit Subcommittee Meeting of the Board of Trustees of the San Antonio ISD was held on Wednesday, May 11, 2022, beginning at 12:01 p.m., Rm 3306, 514 W. Quincy Street, San Antonio, TX 78212.

1. **Meeting Called to Order**
   a. Mr. Ed Garza, Board Member and Subcommittee Chair – left at 12:52 p.m.
   b. Ms. Alicia Sebastian, Board Vice President – arrived at 12:12 p.m.
   c. Ms. Leticia Ozuna, Board Member – left at 1:13 p.m.
   e. Mr. Pablo Escamilla, Legal Counsel, Escamilla & Poneck
   f. Mrs. Nicole Franco, Chief of Staff
   g. Mrs. Lourdes Martinez, Chief Internal Auditor
   h. Ms. Rosalia Vielma, Manager, Internal Audit
   i. Mrs. Theresa Mendoza, Board Coordinator
   j. Ms. Olivia Jimenez, Board Services Manager

2. **Internal Audit Update**
   Staff provided an Internal Audit update during the subcommittee meeting. This was a discussion-only item. No action was required.

3. **Adjournment**
   Ms. Sebastian adjourned the meeting at 1:20 p.m.

MINUTES APPROVED
The foregoing minutes of the Internal Audit Subcommittee Meeting of the Board of Education of the San Antonio Independent School District held on Wednesday, May 11, 2022 were duly approved at a meeting held on June 20, 2022.

ATTEST:

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

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

Minutes of Special Board Meeting
San Antonio Independent School District Board of Trustees
Saturday, May 14, 2022

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, May 14, 2022, beginning at 1:04 p.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 – arrived at 2:16 p.m.
   3. Mr. Arthur Valdez
   4. Mr. Ed Garza
   5. Ms. Leticia Ozuna – logged on virtually at 1:08 p.m.
   6. Mrs. Patti Radle
   7. Mrs. Sarah Sorensen

B. Recording of Superintendent Present
   1. Dr. Jaime Aquino – joined virtually

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

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

E. Citizens' Presentations - 30-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 on the SAISD Board Page.

   1. Alejandra Lopez, San Antonio Alliance
   2. Jennifer Tobias, SAISD parent
   3. Adrian Reyna, SAISD teacher
   4. Paul Farias, SAISD employee
   5. Julie Castro, SAISD employee
   6. Diane Osio, SAISD teacher
   7. Sarah Zimmerman, SAISD teacher
   8. Luke Amphlett, SAISD teacher
   9. April Duvall, SAISD employee
   10. Joe Cantu, Mindshift Ed
   11. Steffanie Balog, SAISD teacher

The Board took a recess at 1:40 p.m. for sitting arrangements and returned at 1:44 p.m.

2. Discussion on SAISD Budget

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

3. Adjournment

A. Mrs. Martinez adjourned the meeting at 5:22 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 Saturday, May 14, 2022 were duly approved at a meeting held on June 20, 2022.

ATTEST:

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

Minutes of Board Business Meeting
San Antonio Independent School District Board of Trustees
Monday, May 16, 2022

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 of the Board of Trustees of the San Antonio ISD was held on Monday, May 16, 2022, beginning at 5:35 p.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
      3. Mr. Arthur Valdez
      4. Mr. Ed Garza
      5. Ms. Leticia Ozuna – joined virtually
      6. Mrs. Patti Radle
      7. Mrs. Sarah Sorensen – joined virtually
   B. Recording of Superintendent Present
      1. Dr. Jaime Aquino – joined virtually
   C. Pledge of Allegiance to the U. S. Flag
   D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
   E. 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 on the SAISD Board Page.
      1. Alicia R. Joseph, SAISD employee
      2. Alejandra Lopez, San Antonio Alliance
      3. Teri Castillo, District 5 City Councilwoman
      4. Geronimo Guerra, Communication Workers of America (CWA)
      5. Jax Garcia, SAISD parent
      6. Jennifer Tobias, SAISD parent
      7. Amador Salazar, community member
      8. Alex Birnel, MOVE Texas
      9. Rena Estala, YWLA student
      10. Nayeli Aleman, YWLA student
      11. Derek Tulowitski, Young Active Labor Leaders
      12. Paul Farias, SAISD employee
      13. Julie Castro, SAISD employee
      14. Adrian Reyna, SAISD teacher
      15. Maritza Barrera, SAISD employee
      16. Steffanie Balog, SAISD teacher
      17. Sarah Zimmerman, SAISD teacher
      18. Luke Amphlett, SAISD teacher
      19. Lawrence Guzman Romo, concerned citizen
      20. Stephanie Torres, SAISD parent
      21. Jonathan Rowley, SAISD teacher
      22. Henrietta LaGrange, community member

2. Recognitions

A. Recognition of AVID Dell Scholars for Class of 2022
This was a discussion-only item. No action was required.

B. Recognition of Young Women's Leadership Academy as an Advancement Via Individual Determination (AVID) National Demonstration Site
This was a discussion-only item. No action was required.

C. Recognition of Facilities Services for Texas Energy Summit and Texas Commission on Environmental Quality Awards
This was a discussion-only item. No action was required.

D. Approval of the Proclamation in Recognition of May 2022 as International Internal Audit Awareness Month
Motion by Mr. Valdez; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.

E. Approval of the Resolution in Recognition of School Nurse Day on May 11, 2022
Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.

3. Governance

A. Presentation of Proposed SAISD 2022-2023 Budget
This was a discussion-only item. No action was required.

B. Presentation of Recommendation to Revise Substitute Pay Rates
Motion by Mr. Garza; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.

C. Presentation of Recommendation to Revise the Number of Duty Days in Contracts for Principal, Associates and Assistant Principal
Motion by Mrs. Radle; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.

D. Presentation of Recommendation to Revise Pay Structure for Principals
Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.

E. Presentation of Recommendation to Revise Part Time Pay Rates
Motion by Mrs. Sorensen; second by Mr. Garza; approved by a vote of 7-0 with all Board members present.

F. Presentation of Recommendation to Revise the Master Teacher Additional Time Stipend
Motion by Mr. Valdez; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.

G. Presentation of Recommendation for Pay Increase for All Full Time Staff
Motion by Mrs. Radle to approve the 3/2/1 version of the recommended pay increase for all fulltime staff and that there be discussion within the first semester of the coming year about the possibilities of a bonus for teachers, if the District is able to go beyond the goal of 90% attendance. Second by Mr. Garza. This item was approved by a vote of 5-2 with Ms. Sebastian and Mrs. Sorensen voting no.

H. Approval of Parameters Order Authorizing the Issuance of the SAISD Unlimited Tax School Building Bonds in One or More Series at One or More Times and Other Matters Related Thereto
Motion by Mr. Valdez; second by Mr. Garza; approved by a vote of 7-0 with all Board members present.

I. Approval of Donation of Two Older Model School Buses to the San Antonio Fire Department
Motion by Ms. Sebastian; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present.

4. Consent Agenda

Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present. Consent items included 4A, 4B, 4C, 4E, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N and 4O. Items 4D, 4F and 4N6 were pulled from the Consent Agenda for separate discussion.

A. Approval of the Proposed 2022-2023 Tax Rate to be Published in the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate

B. Approval of Dates and Locations to Conduct Items of Business Regarding the Annual Budget and Setting of the Tax Rate

C. Approval of Monthly Budget Reports and Amendments for May 2022

D. Approval of the Memorandum of Understanding (MOU) Between SAISD and Bexar County Sheriff's Office

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

E. Approval of the Education Partnership Agreement Between SAISD and the National Security Agency (NSA)/Central Security Service (CSS)

F. Approval of the Memorandum of Understanding (MOU) Between SAISD and the Presentation Ministry Center

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

G. Approval of the Memorandum of Understanding (MOU) Between SAISD and The University of Texas at Austin

H. Approval of the Grant Project Agreement Between SAISD and the Alamo Community College District

I. Approval of the Memorandum of Understanding (MOU) Between SAISD and Culturingua for Implementation of a Cultural Virtual Exchange Program

J. Approval of the Memorandum of Understanding (MOU) Between SAISD and the U.S. Army JBSA-Fort Sam Houston Adopt-A-School (JBSA-FSH-AAS) Program

K. Approval of the 2021-2022 Technology and Instructional Materials Allotment (TIMA) and Texas Essential Knowledge and Skills (TEKS) Certification Form

L. Approval of the Memorandum of Understanding (MOU) Between SAISD and YMCA of Greater San Antonio for Summer Swimming

M. Approval of the Summer School Agreement Between SAISD and Teach for America (TFA)

N. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards

Item 4N.6 - Motion by Mr. Garza; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present. The Board approved the purchase of Underwriting Services from a pool of qualified financial services firms to facilitate the sale of bonds and/or note financings for the District's debt program. The District's bonds are brought to market through and underwriting process. As part of this process, one or more municipal securities dealers (i.e. underwriters) purchase newly issued bonds from the District and sell the securities to investors.

VENDORS	**AWARD AMOUNT**
BOK Financial Securities	N/A
Cabrera Capital Markets, LLC	
Estrada Hinojosa & Co., Inc.	
FHN Financial Capital Markets	
Jefferies LLC	
Loop Capital Markets	
Morgan Stanley & Co., LLC	
Piper Sandler & Co.	
Ramirez & Co., Inc.	
Raymond James & Associates, Inc.	
RBC Capital Markets, LLC	
Robert W. Baird & Co., Inc.	

SAMCO Capital Markets, Inc.
Siebert Williams Shank & Co., LLC
Stifel, Nicolaus & Co., Inc.
UBS
UMB Bank
Wells Fargo Securities

O. Approval of Minutes for the following meetings:
   1. April 5, 2022 Special Board Meeting
   2. April 6, 2022 Special Board Meeting
   3. April 11, 2022 Board Business Meeting A
   4. April 18, 2022 Board Business Meeting B

5. Closed Session

A. Mrs. Martinez convened the Board in Closed Session at 10:20 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 11:53 p.m. and took appropriate action on items discussed in Closed Session. Items 5A1 through 5A7 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 on the evaluation of the Chief Internal Auditor. (TGC 551.074)
      No action taken.
   5. Deliberation and consideration of the Superintendent's recommendation for hiring for the position of Principal at James Bonham Academy. (TGC 551.074)
      No action taken.
   6. Proposal to terminate probationary contract employee(s) at the end of the 2021-2022 school year in the best interest of the District pursuant to TEC Section 21.103. (TGC 551.071 and TGC 551.074)
      No action taken.

6. Adjournment

A. Mrs. Martinez adjourned the meeting at 11:54 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Business Meeting of the Board of Education of the San Antonio Independent School District held on Monday, May 16, 2022 were duly approved at a meeting held on June 20, 2022.

ATTEST:

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