



BOARD BUSINESS MEETING B

Tuesday, December 13, 2022

5:30 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. Governance

A. In-District Charter School Renewal Recommendations for Barkley-Ruiz ES, Carroll ECEC, Davis MS, Hawthorne Academy, ML King Academy, and Tynan ECEC 4

B. Approval of the Audit Committee Charter 27

3. Consent Agenda

A. Approval of the Prior Year Follow-up Purchasing Cards Audit as Recommended by the Audit Committee 44

B. Approval of the Purchase of EveryDay Labs Intervention Program from In Class Today, Inc. dba EveryDay Labs 46

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
Dr. Jaime Aquino, Superintendent



C. Approval of Renewal of the 2022-2023 Interlocal Agreement Between SAISD and the City of San Antonio Department of Human Services	57
D. Approval to Use Communities in Schools Therapists to Fulfill the Bexar County American Rescue Plan Act (ARPA) Grant Requirement	117
E. Approval of the Memorandum of Understanding (MOU) Between SAISD and Workforce Solutions Alamo (WSA), Child Care Quality (CCQ) Contractor	119
F. Approval of the Affiliation Agreement Between SAISD and the University of Texas Health Science Center at San Antonio School of Nursing	128
G. Approval for the Implementation of Innovative Courses	133
H. Approval of the Memorandum of Understanding (MOU) Between SAISD and Mathematica, Inc.	135
I. Approval of Guaranteed Maximum Price for the 2020 Bond Project at Rogers Middle School	154
J. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards	158
K. Approval of Minutes for the following meetings:	
1. November 7, 2022 Board Business Meeting	197
2. November 9, 2022 Internal Audit Subcommittee Meeting	201
3. November 17, 2022 Special Board Meeting	202
4. Closed Session	
A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076)	
1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)	
2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification, and dismissal of an employee. (TGC 551.071 and TGC 551.074)	
3. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Senior Executive Director, Information Technology, and salary commensurate with duties, subject to the Superintendent's authority to reassign (TGC 551.074)	
4. Deliberation and consultation with attorney regarding proposal to terminate Chapter 21 term contract teacher(s) for good cause pursuant to TEC 21.211 (TGC 551.071 and TGC 551.074)	

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5. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
 6. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
 7. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
 8. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
 9. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
- B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.
5. Adjournment
 - A. Adjournment

NOTICE:

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

Any individual in need of services for the visually-impaired, the hearing-impaired, and/or non-English speakers should call the Board Services Office at (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: In-District Charter School Renewal Recommendations for Barkley-Ruiz ES, Carroll ECEC, Davis MS, Hawthorne Academy, ML King Academy, and Tynan ECEC

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: John Norman, Chief Strategy Officer

PRESENTER: John Norman

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to vote on in-district charter schools being recommended for revocation. On an annual basis, the SAISD Board of Trustees reviews performance data for all in-district charter schools whose term is up for renewal. The Office of Innovation presented data and rationale for the recommendations at the previous board meeting on November 7, 2023. Additional information on campus hearings and community engagement will also be shared.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approve to revoke the charter for Barkley-Ruiz ES, Carroll ECE, Davis MS, Hawthorne Academy, ML King Academy, and Tynan ECEC.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



In-District Charter School Renewal Recommendations

John Norman | Chief Strategy Officer | December 13, 2022



Objectives



Request approval of the revocation of in-district charter schools that did not meet their goals



Provide an overview of the community engagement regarding charter revocations

In-District Charter Performance Oversight

- School performance contracts
- Annual performance reviews
- Ongoing support and monitoring
- Renewal determination at end of charter term (typically 3 years)

Performance Contract Domains and Metrics

Domains	Metrics
Academic Excellence	<ul style="list-style-type: none">• Overall STAAR rating• Student achievement, growth, and closing the gap• Fidelity to charter (Self-Assessment Form)
Organizational Strength	<ul style="list-style-type: none">• Teacher survey (TNTP Insight)• Parent survey (Panorama)• Student attendance*• Student attrition
Financial Health	<ul style="list-style-type: none">• Campus financial compliance• Partner financial audit (1882 only)

* Attendance waived for 2021-22 due to pandemic impacts



Recommendations

The following schools are recommended for revocation. If approved, they will no longer be considered a charter effective at the start of the 2023-2024 school year.



- Carroll ECEC
- Tynan ECEC

Non-1882

- Barkley-Ruiz ES
- Davis MS
- Hawthorne Academy
- ML King Academy

*** Revocation of the charter for both schools in the HighScope partnership would allow the SAISD Board to consider terminating this partnership, effective for the 2023-24 school year. That would be a future item to bring to the SAISD Board in January.**





in partnership with  **HIGHSCOPE**®



Recommendation:

Revocation

Domain	2021-2022	Impact of Charter Revocation
Academic	Does Not Meet	• Return to District management
Organizational	Does Not Meet	• Removal from the partnership with HighScope
Financial	Does Not Meet	• Loss of 1882 funding <i>(2022-23 projection: \$253,058)</i>





Community Feedback

Campus Event	Attendance
Grandparents Day	277
Principal's Coffee	18
Campus Hearing	36

Survey	Responses (Campus / District Average)
TNTP Teacher Survey, Spring '22	26 (3.0 / 5.8)
Panorama Parent Survey, Spring '22	147 (74.0 / 77.1)
Hearing Survey	13
Renewal Survey	1

Sample of Feedback Gathered

- HighScope provides a “wholesome curriculum” that allows for an “individualized approach to student learning”.
- Students “thrive and are motivated to learn” in a HighScope classroom.
- Some students struggle when they reach kindergarten.



Recommendation:

Revocation

in partnership with  HIGHSCOPE®

Domain	2021-2022	Impact of Charter Revocation
Academic	Does Not Meet	<ul style="list-style-type: none">• Return to District management• Removal from the partnership with HighScope• Loss of 1882 funding (2022-23 projection: \$66,582)
Organizational	Partially Meets	
Financial	Does Not Meet	





Community Feedback

Campus Event	Attendance
Grandparents Day	62
Principal's Coffee	35
Literacy Bingo	15
Fall Fest	81
Campus Hearing	16

Survey	Responses (Campus / District Average)
TNTP Teacher Survey, Spring '22	11 (4.9 / 5.8)
Panorama Parent Survey, Spring '22	90 (79.3 / 77.1)
Hearing Survey	4
Renewal Survey	14

Sample of Feedback Gathered

- Campus staff agrees that the Circle assessment is not aligned to the HighScope curriculum.
- HighScope trains teachers to implement developmentally-appropriate practices in the early childhood classroom.
- Teacher retention is high at Tynan ECEC.
- Parent satisfaction is the among the highest of all in-district charter schools.



Recommendation:

Revocation

Domain	2021-2022	Impact of Charter Revocation
Academic	Does Not Meet	<ul style="list-style-type: none"> Minimal impact School is already under District management and was not implementing significant autonomy No loss of funding Arts Intergration model will continue
Organizational	Does Not Meet	
Financial	Meets	





Community Feedback

Campus Event	Attendance
Open House	68
CLT	11
Hispanic Heritage Night	57
Campus Hearing	12

Survey	Responses (Campus / District Average)
TNTP Teacher Survey, Spring '22	18 (4.2 / 4.9)
Panorama Parent Survey, Spring '22	44 (58.8 / 64.1)
Hearing Survey	0
Renewal Survey	19

Sample of Feedback Gathered

- Some campus staff shared they had been unable to fully implement the strategies identified in their charter due to not having a full-time arts teacher.
- Some campus staff indicated there was a lack of support and funding from the district.
- The small school setting provides for a greater sense of community.





Recommendation:

Revocation*

* School qualifies for probation based on their data, but the school did not apply for renewal, so the current recommendation is revocation.

Domain	2021-2022	Impact of Charter Revocation
Academic	Exceeds	<ul style="list-style-type: none"> Minimal impact School is already under District management and was not implementing significant school autonomy No loss of funding
Organizational	Does Not Meet	
Financial	Meets	





Community Feedback

Campus Event	Attendance	Survey	Responses (Campus / District Average)
Faculty Meeting	22	TNTP Teacher Survey, Spring '22	38 (4.3 / 4.8)
Conversations with the Principal	8	Panorama Parent Survey, Spring '22	227 (60.8 / 64.1)
Campus Hearing	3	Hearing Survey	2
		Renewal Survey	35

Sample of Feedback Gathered

- There have been many changes to campus leaders, which has led to a lack of understanding and follow through on the school's charter.
- Majority of teachers voted to not renew the school's charter.
- One parent indicated the need for greater efforts in the school announcing its accomplishments.



Recommendation:

Revocation*

* School qualifies for probation based on their data, but the school did not apply for renewal, so the current recommendation is revocation.

Domain	2021-2022
Academic	Meets
Organizational	Does Not Meet
Financial	Meets

- ### Impact of Charter Revocation
- Minimal impact
 - School is already under District management and was not implementing significant autonomy
 - No loss of funding

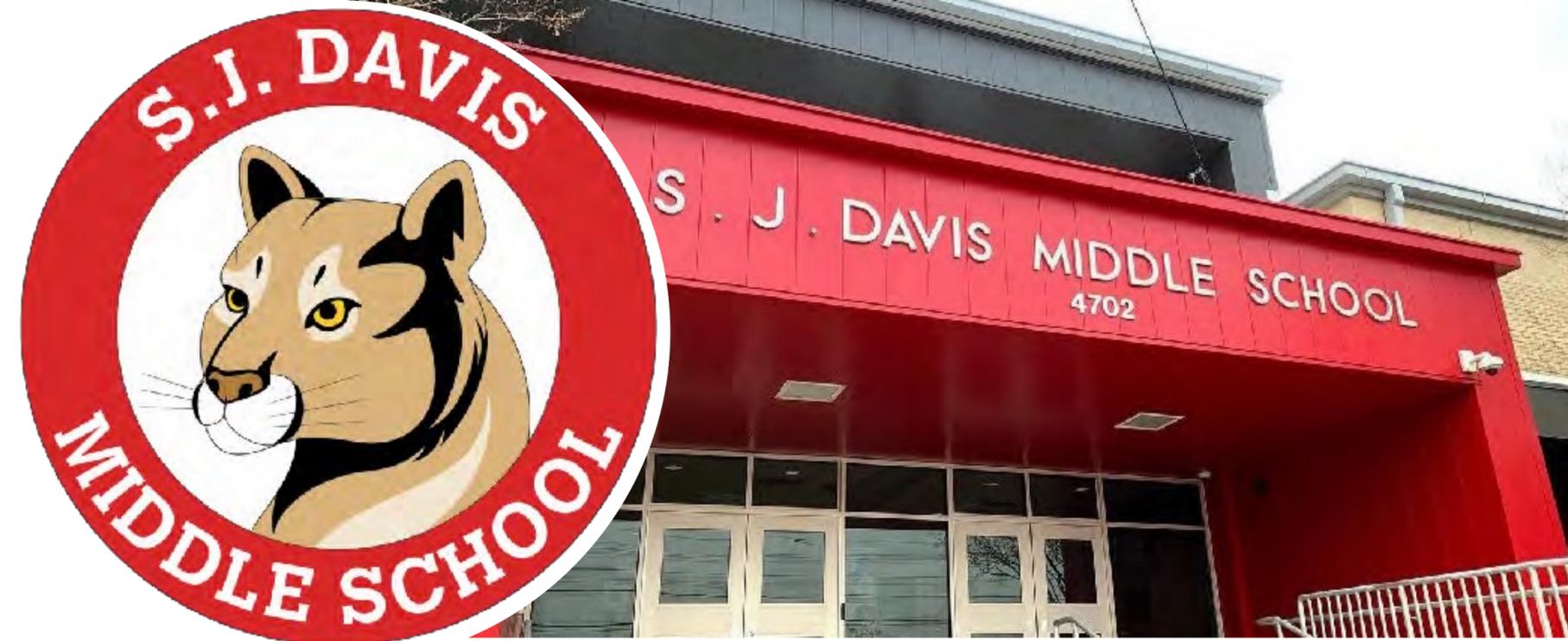


Community Feedback

Campus Event	Attendance	Survey	Responses (Campus / District Average)
Faculty Meeting	15		
Math and Science Night	38	TNTP Teacher Survey, Spring '22	22 (4.6 / 5.1)
Campus Hearing	TBD	Panorama Parent Survey, Spring '22	114 (66.5 / 69.4)
		Hearing Survey	0
		Renewal Survey	11

Sample of Feedback Gathered

- Majority of teachers voted to not renew the school's charter.
- Some teachers shared concerns over lack of proper training on constructivist teaching and learning.
- There's a clear sense of community throughout the school, where teachers are dedicated, student learning is differentiated, and families are always welcomed.



Recommendation:

Revocation

Domain	2021-2022	Impact of Charter Revocation
Academic	Does Not Meet	<ul style="list-style-type: none"> Minimal impact School is already under District management and was not implementing significant autonomy No loss of funding
Organizational	Does Not Meet	
Financial	Meets	



Community Feedback

Campus Event	Attendance	Survey	Responses (Campus / District Average)
Campus Hearing	TBD		
		TNTP Teacher Survey, Spring '22	28 (2.8 / 4.3)
		Panorama Parent Survey, Spring '22	83 (46.8 / 49.3)
		Hearing Survey	TBD
		Renewal Survey	23

Sample of Feedback Gathered

- There have been changes to campus leadership, which has led to a lack of understanding and follow through on the school's charter.
- Teachers at Davis MS are passionate about what they do and strive to prepare their students for future success.
- *We will add feedback from the campus hearing that will occur on Dec. 12*

Next Steps if Board Approves Recommendations

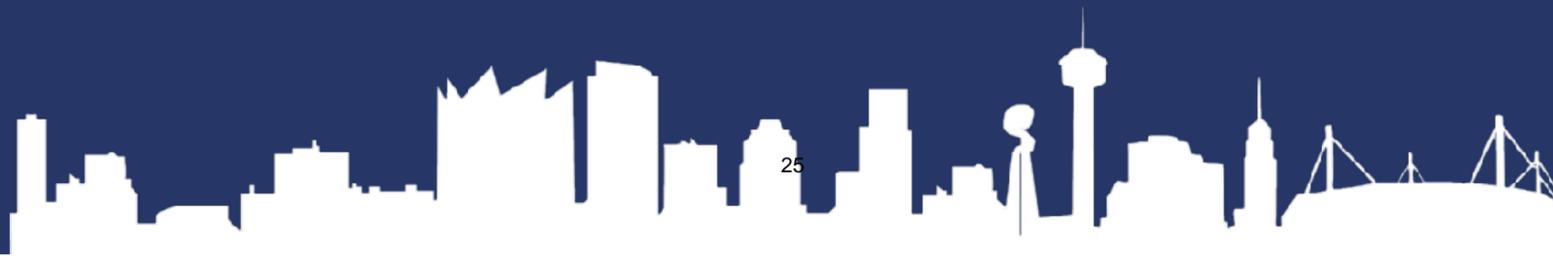
- These schools will remain in-district charters through June 2023
- The Office of Innovation will work with Academics and School Leadership and campus administration and staff to assess what's working and determine the right next steps for programming and curriculum

Commitment to Ongoing Community Engagement

- "Always Learning" activity under charter authorizing objective: improve ongoing parent and community engagement for in-district charter schools
- Annual Performance Review site visits will now include family and student focus groups for charter schools in the year prior to renewal
- Office of Innovation will begin renewal engagement activities in the Spring prior to the school's renewal year – before the school applies to renew
- All charter schools will receive a comprehensive charter renewal survey in the Fall of the renewal year



Thank you!



Appendix

- [SAISD In-District Charter Renewal Guide](#)
- [Annual Performance Reports](#)
- [In-District Charter Performance Contracts](#)
- [In-District Charter Renewal Applications](#)
- [Renewal Recommendation Memos](#)
- [Schools' Formal Responses to Recommendations](#)
- [Campus Hearing Video Recordings](#)

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Audit Committee Charter

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

REQUESTED BY: Ed Garza, Audit Committee Chairperson

PRESENTER: Lourdes Martinez, Chief Internal Auditor, Internal Audit Department

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Audit Committee Charter. The charter defines the important role the Audit Committee plays in assisting the Board to fulfill its oversight responsibilities with integrity and reliability. The committee’s purpose, authority, composition, responsibilities, and meeting protocols are clearly described in the charter and will guide the committee in its work.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the Audit Committee Charter as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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community.

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Audit Committee Charter

San Antonio Independent School District

The Audit Committee Charter defines the important role the Audit Committee plays in assisting the Board to fulfill its oversight responsibilities with integrity and reliability. The committee provides the Board with advice and guidance regarding the adequacy and effectiveness of management's practices and potential improvements to those practices.

Purpose: The purpose of the Audit Committee is to:

- Assist the Board in fulfilling its oversight responsibilities for the District's:
 - Financial reporting processes
 - System of internal controls
 - Internal and external audit processes
 - Risk management programs
 - Activities for monitoring compliance with laws, regulations, and the District's code of ethics
- Provide added protection to the Board in discharging its responsibility for the overall stewardship of District affairs.
- Provide public support for the District's audit programs and assurances that the levels of audit coverage is both reasonable and appropriate to protect the District from undue risks.
- Assist in obtaining effective corrective action and implementation of recommendations based on audit findings from external and internal auditors.
- Provide the Board and the public with additional assurances that the systems of internal controls are functioning as intended.

Authority: The Audit Committee is empowered by the Board of Trustees to:

- Recommend audits or investigations into any matters in accordance with Board policy and within its scope of responsibility, as outlined in the Internal Audit Charter and annual audit plan, and to review the results of same.
- Recommend to the Board approval of all audits and non-audit services.
- Recommend to the Board proposed resolution of any disagreements between management and the Chief Internal Auditor.
- Recommend to the Board the retention of third-party firms to advise the committee or assist in the conduct of an audit or investigation.
- Meet with the Board, Superintendent and/or his designee, the Chief Internal Auditor, external auditors, and Board's Legal Counsel, as necessary.
- Set and recommend to the Board the annual budget for the Internal Audit Department. Due to the department's reporting structure, the committee at its discretion may or may not consider any budget constraints proposed by the Superintendent when setting the department's budget. The Internal Audit Department's budget will be included within the district's fiscal year budget adopted annually by the Board of Trustees.
- Recommend to the Board, as necessary, the appointment of community members to the Audit Committee.

The Board of Trustees shall have the sole authority to employ, evaluate, terminate, and determine the compensation and working conditions for the District's Chief Internal Auditor, as a body corporate and as delegated herein to the Audit Committee.

Composition: The Audit Committee will consist of:

- Three (3) Board members appointed by the Board President for a 2-year term.
 - The Board President will designate the Chair of the Audit Committee.
 - The term of service may be extended but no member shall serve more than three (3) consecutive terms.
 - The terms shall be staggered to minimize the impact of member turnover on the committee.
 - The members shall be both independent and financially literate.
- Not more than three (3) community members as appointed by the Board.
 - Members of the Board of Trustees will invite individuals from the community to serve. Trustees are not limited as to the number of community nominees invited.
 - Each nominee shall complete an application providing information about professional background, community involvement, and the nature of any current or past relationship(s) with SAISD.
 - Community nominees must disclose any conflicts of interest as part of the application process.
 - Trustee committee members will review all applications and recommend prospective community committee members to the Board of Trustees that meet the prerequisite conditions set forth in this section.
 - Community members should have collective expertise in financial, accounting, auditing, management, and regulatory matters.
 - At least one community member must be a Certified Public Accountant or Certified Internal Auditor.
 - Community members will abide by the District's Ethics Policy.
 - Community members will serve for 2-year staggered terms.
 - A community member's term may be extended but no member shall serve more than three (3) consecutive terms.

The Superintendent or their designee and the Chief Internal Auditor are ex-officio (non-voting) members of the committee.

Meetings: The Audit Committee will:

- Meet at least four times during a fiscal year and will convene additional meetings, as necessary.
- Will attend all meetings in person or via video conference in accordance with state law.
- May not miss more than 2 consecutive meetings without good cause.
- May invite members of management, auditors or others to attend meetings and provide pertinent information, as necessary.

Meeting Protocols:

- For the committee to conduct business, a quorum of the Board of Trustee members (2) must be present either in person or virtually.

- If a quorum of the committee is present and a vote is taken, then the majority of the voting members in attendance will determine the outcome.
- Meetings shall be posted and are open to the public.
- Trustee committee members may convene in closed session during committee meetings.
- The Chairperson will establish the agenda in consultation with the Audit Committee members, Chief Internal Auditor and senior management.
- Meeting agendas will be provided in advance to members along with briefing materials.
- Minutes will be prepared and submitted to the Audit Committee for review and approval at the next committee meeting. The minutes will be available to the Board of Trustees upon request.
- New committee members will be provided with an orientation session coordinated by the Chief Internal Auditor.

Limitations of the Audit Committee's role: The Audit Committee relies on information, provided by management and the District's internal and external auditors, based on their expertise and knowledge of the Board's fiduciary duty in performance of its oversight responsibilities.

SAISD's management is responsible for the completeness and accuracy of all information, including financial statements* consistent with appropriate accounting principles, provided to the Audit Committee, Chief Internal Auditor, and External Auditor. Management is also responsible for establishing and implementing acceptable internal controls.

External auditors are responsible for auditing the District's financial statements and conducting reviews of the effectiveness of internal controls regarding financial reporting.

*Financial statements may include but are not limited to Statements of Net Position, Statement of Activities, Statement of Cash Flows and other reports presented on the Comprehensive Annual Financial Report.

Responsibilities: The Audit Committee will carry out the following responsibilities:

Financial Reporting

- Review significant accounting and reporting issues, including complex or unusual transactions in highly judgmental areas and recent professional and regulatory pronouncements and understand their impact on the financial statements.
- Review with management, external auditors, and the chief internal auditor the results of the audit, including any difficulties encountered.
- Review the annual financial statements, audit reports and any related management letters, including but not limited to, the comprehensive annual financial report and the single audit report for completeness, accuracy and consistency with information provided to the Audit Committee.
- Review with management, external auditors, and the chief internal auditor all matters required to be communicated to the committee under Generally Accepted Auditing Standards.
- Understand the strategies, assumptions and estimates that management has made in preparing financial statements, budgets, and investment plans.
- Understand how management develops interim financial information, and the nature and extent of internal and external auditor involvement.

- Review interim financial reports with management and external auditors before filing with regulators and consider whether they are complete and consistent with the information known to the committee members.

System of Internal Control

- Consider the effectiveness of the District's internal control systems, including information technology security and control.
- Review the scope of internal and external auditors' review of internal controls and obtain reports on significant findings and recommendations together with management's responses.
- Receive reports on all matters of significance arising from work performed by others who provide financial and internal control assurance to management and the Board of Trustees.
- Review and make recommendations to the Board on matters affecting the adequacy of internal controls, accounting procedures, technology systems and financial reporting in accordance with laws and regulations.

Compliance

- Review the effectiveness of the system for monitoring compliance with laws regulations and Board policies and procedures.
- Review findings by state and federal agencies, and any auditor observations to determine the school district's action on recommendations.
- Review the process for communicating the district's code of ethics to personnel, and for monitoring compliance therewith.
- Obtain regular updates from management and the district's legal counsel regarding compliance matters.

Internal Audit

- Review the internal audit charter at least annually, and if necessary, recommend any changes to the Board
- Review and discuss periodic risk assessments and make recommendations to the Board concerning the annual audit plan and all major changes to the plan.
- Ensure the internal auditors have unrestricted access to school district personnel, records, data, facilities, and vendors.
- Safeguard against any possible restrictions or limitations placed on the scope of internal audits and investigations.
- Review with the CIA the internal audit budget, resource plan, staff expertise, and staffing levels of the function. Recommend the budget for inclusion in the district's annual operating budget approved by the Board.
- Receive completed internal audit reports, and other communications deemed necessary by the Chief Internal Auditor and make recommendations to the Board for acceptance at the next regularly scheduled meeting.
- Monitor the implementation of audit recommendations, corrective action plans by management and follow-up audits to ensure corrective action is taken.
- Review the procedures for monitoring the District Hotline and any actions taken as a result of any allegations made.

- Ensure that the internal audit activity has a quality assurance and improvement program and that the results of periodic assessments are presented to the committee. The CIA will conduct a self-assessment of the audit function at least every other year.
- Review the results of the independent external quality assurance review and monitor the implementation of the action plans to address any recommendations.
- Review and recommend to the Board the appointment, replacement, or dismissal of the Chief Internal Auditor.
- Ensure the annual evaluation of the Chief Internal Auditor is performed in accordance with the *Guide for Evaluating the Chief Internal Auditor* as approved by the Board.
- Review the effectiveness of the internal audit function, including compliance with The Institute of Internal Auditors' Definition of Internal Auditing, Code of Ethics, and the International Standards for the Professional Practice of Internal Auditing.
- Meet with the Board to discuss any matters the Audit Committee or chief internal auditor request to be discussed subject to requirements of the Texas Open Meeting Act.

External Audit

- Review external auditor's proposed audit scope and approach, including, where appropriate, coordination of audit procedures with the Internal Audit Department.
- Review the performance of the external auditors and provide feedback to the Board.
- Review and confirm the independence of external auditors by requiring written statements from auditors regarding any relationship between external auditors and the San Antonio Independence School District, including non- audit services. The Audit Committee will discuss any relationships with external auditors.
- Monitor management's progress on correction action plans related to audit findings.

Risk Management

- Annually review SAISD risk profile.
- Provide oversight on significant risk exposures and control issues, including fraud risk, governance issues and other matters needed.
- Review and provide advice on the risk management and procedures in place to ensure they are operating as intended.

Other responsibilities

- The Chair, after each committee meeting, may report Audit Committee meeting highlights and recommendations at board meetings.
- Submit at least annually a report to the Board of Trustees summarizing the Audit Committee's activities, issues, and recommendations.
- Perform other activities related to this charter as requested by the board of directors.
- Review and assess the adequacy of the committee charter annually, requesting board approval for proposed changes, and ensure appropriate disclosure as may be required by law or regulation.

Audit Committee Charter

Board Presentation – December 13, 2022

Presenter:

Lourdes Martinez, Chief Internal Auditor



Goals and Objectives

The purpose of this presentation is to:

- Provide an overview of the work the Audit Committee did to create the Audit Committee Charter
- Present major sections of the charter
- Have the Board approve the Audit Committee Charter

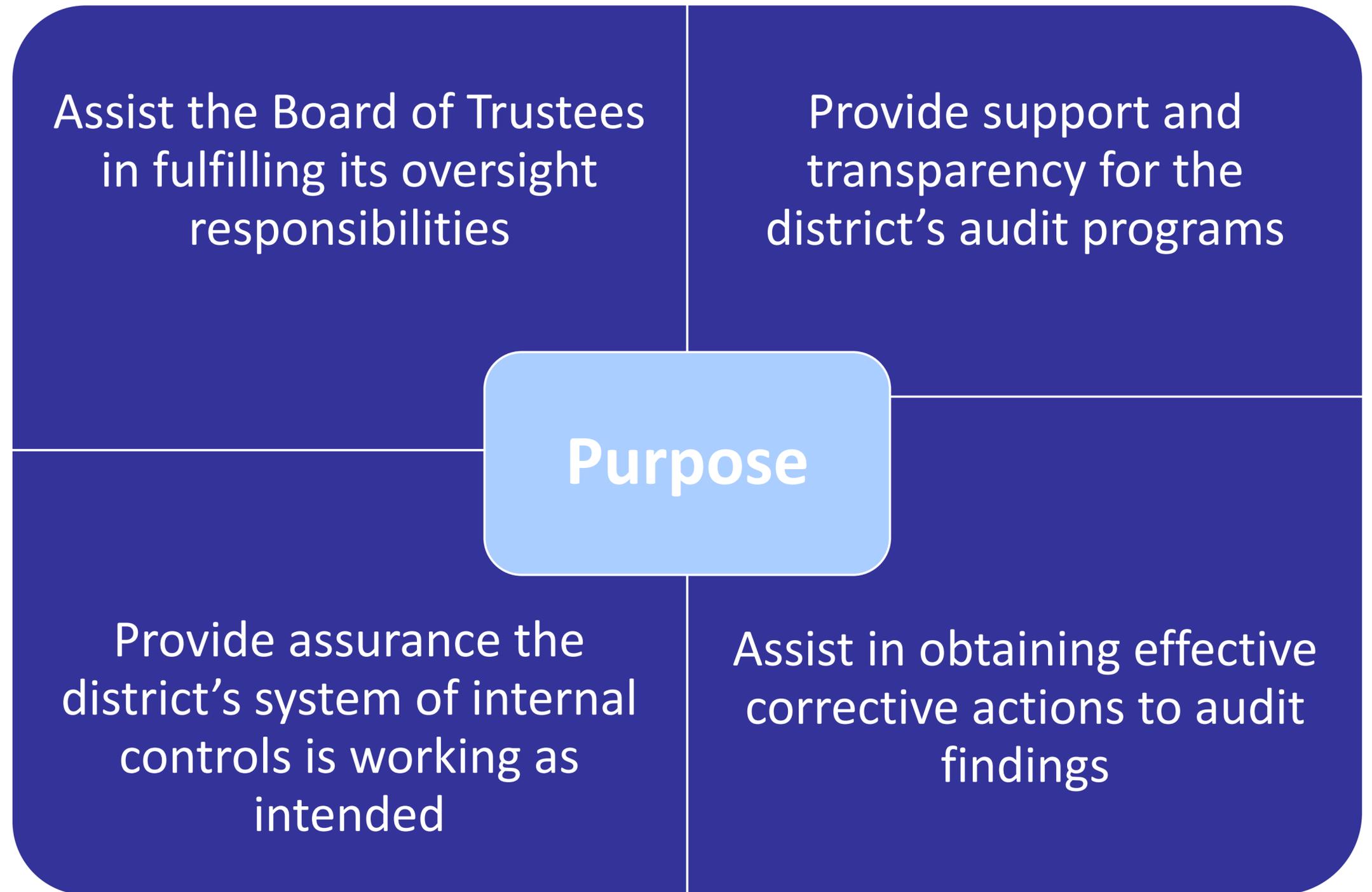
Charter Creation Process

- ★ Reviewed best practices for audit committee charters
- ★ Compared SAISD's policy to best practices
- ★ Agreed on sections that would be included in the charter
- ★ Workshopped each section culminating in a final draft
- ★ Draft document was discussed individually with each board member

MAJOR SECTIONS



The purpose of the Audit Committee is to:



Authority

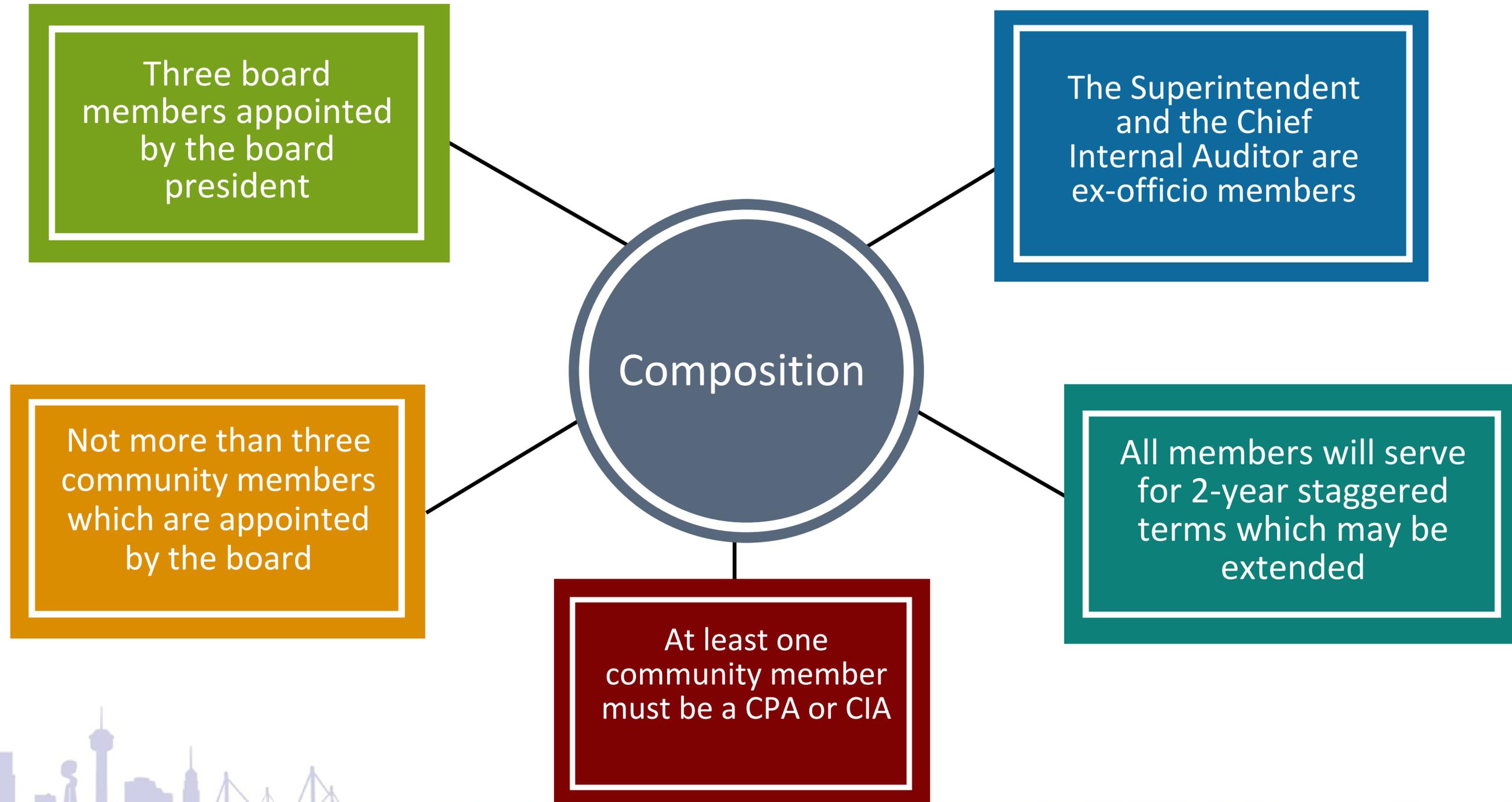
The Committee is empowered by the Board of Trustees to:

Make recommendations on any audit matters and services in accordance with board policy and its scope of responsibility

To set and recommend the approval of the Internal Audit Department's annual budget

Recommend the appointment of community members to the Board

The Audit Committee will consist of:



MEETINGS/ MEETING PROTOCOLS

The committee will meet at least four times per year

A quorum is established by 2 committee board members being present

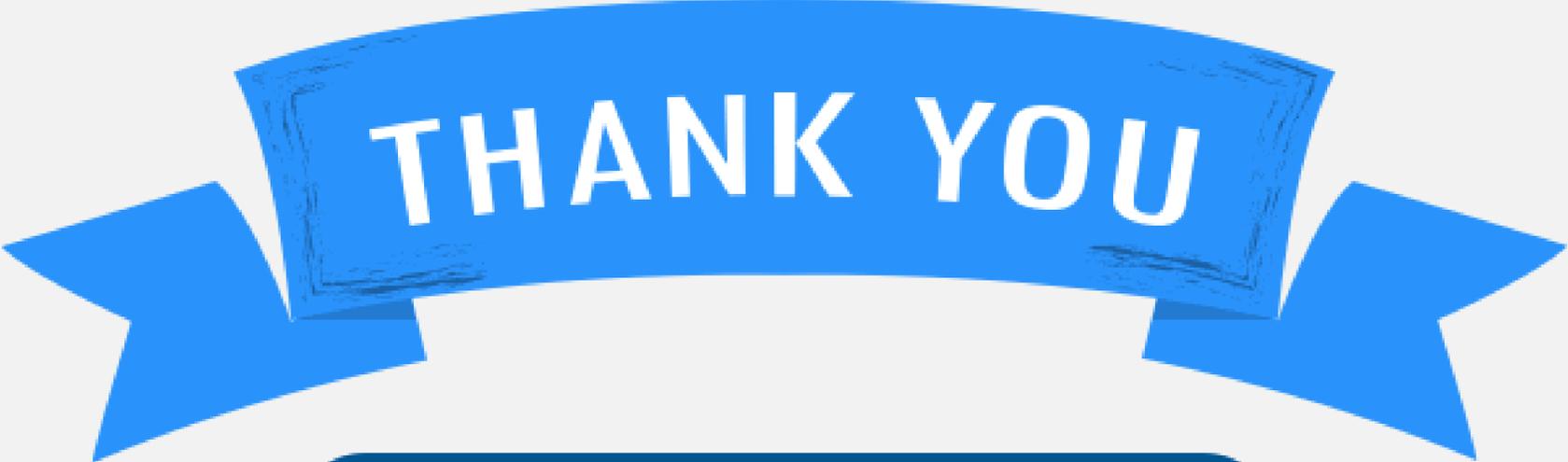
Meetings will be posted and open to the public



RESPONSIBILITIES

AS PART OF ASSISTING THE BOARD WITH THEIR OVERSIGHT RESPONSIBILITIES THE COMMITTEE WILL CARRY OUT SPECIFIC TASKS IN EACH OF THE FOLLOWING AREAS:





THANK YOU



Any Questions?

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Prior Year Follow-up Purchasing Cards Audit as Recommended by the Audit Committee

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Ed Garza, Audit Committee Chairperson

PRESENTER: Lourdes Martinez, Chief Internal Auditor, Internal Audit Department

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to accept the draft report for the Prior Year Follow-Up – Purchasing Cards Audit as recommended by the Audit Committee. The request is part of the guidelines approved by the Board on November 18, 2019, by which the Internal Audit Department communicates audit findings to the Board. Please note, draft audits reports are provided to the Board under separate cover due to findings of confidentiality.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board accept the draft report for the Prior Year Follow Up – Purchasing Cards Audit as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Purchase of EveryDay Labs Intervention Program from In Class Today, Inc. dba EveryDay Labs

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Patti Salzmann, Deputy Superintendent

MEETING DATE: December 13, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the purchase of the EveryDay Labs Intervention Program from In Class Today, Inc. dba EveryDay Labs. EveryDay Labs is an evidenced-based program that fosters a supportive partnership between school districts and families that results in attendance improvement and supports student and school success. The program is a comprehensive approach to intervention that coordinates district, school, family, and community support systems to address systemic and individual barriers to attendance.

EveryDay Intervention monitors daily attendance data from the District’s Student Information System (SIS). It automatically identifies when a student becomes at-risk of being off track and delivers targeted intervention in the form of mail and text nudges. Each correspondence is personalized based on grade level, school, and level of absenteeism. Families receive continuous support throughout the year until their student is no longer at-risk or chronically absent. The program includes a multilingual Family Support Team that provides one-on-one support by phone and connects resources to families to mitigate and overcome attendance barriers.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the purchase of the EveryDay Labs Intervention Program as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

This purchase will be made utilizing The Interlocal Purchasing System (TIPS) RFP #210301 which expires May 31, 2024. The purchase will be funded with ESSER funds for an amount of approximately \$293,387.50.

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black

students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.

- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



EveryDay Labs, Inc.
 303 Twin Dolphin Drive, Suite 600
 Redwood City, CA 94065

This agreement (“Agreement”) is entered into on the “Effective Date,” which shall be the date on which the Agreement is fully executed by both parties, between EveryDay Labs Inc., (“EveryDay Labs”), and the Customer identified below (“District”). This Agreement includes and incorporates the below Order Form, as well as the accompanying EveryDay Labs Terms and Conditions and Exhibits and Attachments and contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Each party’s acceptance of this Agreement was and is expressly conditional upon the other’s acceptance of the terms contained in this Agreement to the exclusion of all other terms.

District Information	
District Name: San Antonio ISD	Principal Contact: Patricia Salzmann
Address: 514 W. Quincy Street	Title: Deputy Superintendent
San Antonio, TX 78212	Phone: 210-554-2620
	Email: PSALZMANNI@saisd.net
Billing Contact:	Data Contact: Theresa Urrabazo
Phone: 210-354-9060	Phone: 210-554-2620
Email: procurementservices@saisd.net	Email: TUrrabazo@saisd.net

EveryDay Labs Contacts	
Program Manager: Emily Cunningham	Sales & Contracts: Kevin Sweeney
Phone: 650-641-9485	Phone: 650-641-9485
Email: emilyc@everydaylabs.com	Email: contracts@everydaylabs.com
Billing Contact: Victor Aguayo	TIPS Contract Number: 210301
Email: ar@everydaylabs.com	

ORDER FORM

Scope of Work:

As described below, EveryDay Labs and District will work together to implement a personalized intervention and engagement solution for up to 45,342 students designed to support student success by preventing student absenteeism, engaging students’ families, and connecting families to district supports.

The scope will include:

- Personalized attendance nudge interventions delivered via mail (“Mail Nudges”) and text (“Text Nudges”) sent during impact windows aligned to the academic calendar.
- 24/7 Family Support Bot to help families with barrier-specific needs by directing them to the right resource or connecting them directly to our Family Support Team for more complex issues
- Access to the Family Support Team, which provides families with one-on-one support by phone during business hours to help connect them to resources that address their student’s attendance barriers

EveryDay Labs will send up to 63,479 Mail Nudges* in English and Spanish and unlimited Text Nudges** for up to 45,342 students in English and Spanish based on a delivery calendar and student eligibility criteria mutually agreed upon by EveryDay Labs and District.

**Estimated # of Nudges; exact number will depend on actual data and student attendance. Additional Mail Nudges can be purchased at the District’s option for \$1/each.*

***Text Nudges are sent to one phone number per student*

EveryDay Intervention also includes:

- Program Manager to support the program’s implementation, provide periodic updates, answer questions, and lead information webinar trainings for school and district staff
- Program monitoring including information about students receiving Mail Nudges and Text Nudges and parent/guardian calls to the Family Support Team, and students who may have out of date addresses
- End of year program impact analysis

EveryDay Labs will use data from the District to deliver EveryDay Intervention, analyzing the data to determine which students receive each type of personalized intervention, determining appropriate content for each student based on their grade, attendance record, language, school, and other factors. EveryDay Labs will generate, print, and deliver/mail the Mail Nudges and Text Nudges.***

EveryDay Labs will apply criteria to personalize the content for each student and to identify the students most likely to benefit from receiving each communication, considering attendance patterns and other factors. Specific students may be excluded by the District through the process described in the EveryDay Labs Data Specification and Transfer Standards. EveryDay Labs will also exclude students whose parents or guardians have elected to opt-out of receiving program communications (Mail or Text Nudges), as well as those who don’t meet other eligibility criteria (e.g. undeliverable address or phone number).

The program leverages best practices from research conducted by EveryDay Labs and others in the field, and EveryDay Labs’s goal is to provide services that improve over time. As a result, EveryDay Labs may from time to time suggest new approaches and make changes to the Program likely to further program objectives.

***Data Consultant can be provided to assist the District with SIS automation for \$5,000 for up to 50 hours of consulting.

Fees: \$293,387.50

Payment Schedule:

Upon contract signature: \$293,387.50

Term: The term of this Agreement commences on the Effective Date and expires 15 months from the effective date, subject to early termination as provided herein (the “Term”).

EveryDay Labs Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY EVERYDAY LABS INC. (“EveryDay Labs”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH EVERYDAY LABS WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU (“DISTRICT”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA EVERYDAY LABS STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY EVERYDAY LABS SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

- SERVICES.** Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to the terms and conditions of this Agreement (including any limitation and restrictions set forth on the applicable Order Form), EveryDay Labs will provide the District with the services specified in each Order Form (collectively, the “Services”) during the applicable Order Form Term (as defined below). The Services are subject to modification from time to time (at EveryDay Labs’s sole discretion, for any purpose deemed appropriate by EveryDay Labs). EveryDay Labs will use reasonable efforts to give the District prior written notice of any such modification. The District will cooperate with EveryDay Labs in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as EveryDay Labs may reasonably request.
- LIMITED RIGHTS TO USE STUDENT RECORDS.** District will provide the Student Records (as defined below) to EveryDay Labs solely for EveryDay Labs to provide the Services and otherwise exercise and fulfill its rights and obligations hereunder, and hereby grants to EveryDay Labs the non-exclusive, royalty-free, worldwide, transferable license and right to (i) internally use, copy, modify, create derivative works of, and disclose the Student Records to EveryDay Labs Persons (as defined below) and/or other persons authorized in writing by District solely to provide the Service for the benefit of District, and (ii) freely use, copy, modify, create derivative works of, disclose and otherwise exploit De-Identified Data (as defined below) for any business purposes during and after the Term (including without limitation, for purposes of improving, testing and operating products and services).

EveryDay Labs warrants that it will comply with the requirements of FERPA with respect to the use and disclosure of student records.

“Student Records” means the confidential and proprietary student-related information which District discloses to EveryDay Labs, including as set forth in Attachment A (Data Transfer Standards), and excludes De-Identified Data. “De-Identified Data” means data submitted to, collected by, or generated by EveryDay Labs in connection with District’s use (and EveryDay Labs’s provision) of the Services but only in anonymized form which does not (and cannot be used to) specifically identify District, any of District’s students or any other individual. District shall retain ownership of any rights it may have to the Student Records. “EveryDay Labs Person” is (i) a director, employee, contractor, agent or affiliate of EveryDay Labs, (ii) who needs to access the Student Records in connection with EveryDay Labs’s provision of the Service, and (iii) is subject to confidentiality obligations that are no less protective of the Student Records than the terms of Section 7 of this Agreement. EveryDay Labs reserves the right to utilize independent

contractors (e.g., third-party mailing vendors, third-party data integration vendors) to provide the Service. Prior to providing Student Records to such contractors, EveryDay Labs will enter into a separate agreement restricting the use and disclosure of Student Records in accordance with this Agreement.

Except for the rights expressly granted herein, this Agreement does not give EveryDay Labs any rights, implied or otherwise, to the Student Records. **At no time will EveryDay Labs share any Student Records with any non-EveryDay Labs Person without the written permission of the District.**

EveryDay Labs shall notify the District should EveryDay Labs become aware of any unauthorized access to Student Records. Such notification shall reasonably include a description of the corrective actions that will be undertaken by EveryDay Labs. Upon contract termination, Student Records will be destroyed in accordance with Section 9.

- 3. DISTRICT RESPONSIBILITIES.** District shall only provide the Student Records to EveryDay Labs in accordance with the Data Transfer Standards set forth in Attachment A. District will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services (“Software”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (iv) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to, intellectual property, consumer and child protection). District further represents and warrants that neither the Student Records nor the use thereof by EveryDay Labs in accordance with this Agreement will infringe, misappropriate or violate any rights of or agreements with a third party or any laws or regulations. If EveryDay Labs receives any notice or claim that any data provided to EveryDay Labs, or activities hereunder with respect to any such data, may infringe or violate rights of or agreements with a third party or any laws or regulations (a “Claim”), EveryDay Labs may, but is not required to, suspend or terminate the Service. Without limiting the foregoing, District will indemnify EveryDay Labs from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim or any breach of District’s obligations in this Section 3, as incurred.
- 4. FEES; PAYMENT.** District shall pay EveryDay Labs fees for the Service as set forth in each Order Form (“Fees”). Additionally, in the event that the United States Postal Service increases the First Class Mail postage rate, EveryDay Labs reserves the right to increase Mail Nudges Fees accordingly, by an amount no greater than the increase in EveryDay Labs’s costs associated with the increased postage rate. Unless otherwise specified in an Order Form, all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from the date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. District shall be responsible for all taxes associated with Service (excluding taxes based on EveryDay Labs’s net income). All Fees paid are non-refundable and are not subject to set-off.
- 5. WARRANTIES.** Each party represents and warrants that it (i) has the authority to enter into this agreement (ii) will comply with applicable law, including without limitation the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) and other data privacy laws. The parties shall reasonably cooperate with each other to facilitate compliance with these laws, regulations and standards.

6. **OWNERSHIP.** District shall retain ownership of any rights it may have to the Student Records. As between the parties, EveryDay Labs alone will retain all intellectual property rights relating to the Service, including without limitation (i) any processes designed, used or implemented or works authored by EveryDay Labs, and (ii) the Nudges other than information specific to the District. District grants to EveryDay Labs a non-exclusive, royalty-free right and license to (directly or through EveryDay Labs Persons) use and otherwise exploit the District's names, marks, logos and other identifiers ("Logos") during the Term in accordance with District's reasonable trademark usage guidelines for EveryDay Labs to perform the Services hereunder, including without limitation using the Logos with Mail Nudges. District may use the EveryDay Labs's Logos, in accordance with EveryDay Labs's relevant usage guidelines to identify and publicize the Services at conferences and education events; and (iii) EveryDay Labs may identify District as its customer and use District's Logos for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by District. Except as expressly permitted by this Section 6, each Party shall have a written right of approval over the use of its Logos by the other party, which will not to be unreasonably withheld.
7. **CONFIDENTIALITY.** EveryDay Labs will (i) use commercially reasonable efforts to protect the security of Student Records at all stages of providing the Service, (ii) use commercially reasonable efforts to limit access to Student Records to authorized recipients as provided in Section 2, and (iii) not at any time during or after the term of this Agreement disclose Student Records to any other person (other than EveryDay Labs Persons) without District's prior written consent (except that notwithstanding anything else the foregoing may be disclosed as required by law, regulation, or valid legal process, in which case EveryDay Labs shall, unless otherwise prohibited by law, notify District prior to such disclosure). Notwithstanding the foregoing, the confidentiality obligations of this Section 7 do not apply to any information that (a) was lawfully in the possession of EveryDay Labs before receipt from District; (b) is or becomes publicly available through no fault of EveryDay Labs; (c) is received by EveryDay Labs, without use or disclosure restriction, from a third party having an apparent bonafide right to disclose the information to EveryDay Labs; or (d) is independently developed by EveryDay Labs without use of the Student Records. District may be identified as the source of the Student Records.

While the terms of this Agreement are EveryDay Labs's confidential information, each party may disclose the relationship and the existence of this Agreement.

EveryDay Labs shall, to the extent of its liabilities under the laws of the State of Texas, defend the District (including but not limited to, its directors, trustees, officers, and employees) ("District Indemnitees") from any and all claims, actions or suits by unaffiliated third parties, and shall indemnify and hold the District Indemnitees harmless up to \$1,000,000 from and against all losses, damages, costs, expenses paid or payable to such third party(ies) (including attorney fees), where such claims, actions or suits arise solely and directly from EveryDay Labs's or an EveryDay Labs Person's breach of the Student Record confidentiality requirements contained herein, provided EveryDay Labs is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume control over the defense and all negotiations for a settlement or compromise; EveryDay Labs will not be responsible for any settlement it does not approve in writing. The foregoing is District's sole remedy with respect to any breach of EveryDay Labs's obligations herein relating to Student Records.

8. **WARRANTY DISCLAIMER.** OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, THE SERVICES, SOFTWARE, AND EVERYDAY LABS' PROPRIETARY INFORMATION AND ANYTHING PROVIDED BY OR ON BEHALF OF EVERYDAY LABS IN

CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND, AND EVERYDAY LABS (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9. **TERMINATION.** Subject to earlier termination as provided below, this Agreement is for the Term as specified in the Order Form. Either party may terminate this Agreement without cause and at any time upon giving sixty (60) days prior written notice to the other party. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided that if such proceedings are involuntary, they are not dismissed within 120 days), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, indemnification obligations, intellectual property rights, warranty disclaimers, and limitations of liability. Within sixty (60) days of termination or expiration of this Agreement, Everyday Labs will destroy all District Student Records in its possession.

10. **LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (I) FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE, OR (II) AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID OR PAYABLE TO EVERYDAY LABS HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED.
11. **INSURANCE.** Everyday Labs shall procure and maintain the types and minimum limits of insurance as required by the District, covering the performance of the Service. Everyday Labs shall procure all insurance solely from insurers authorized to do business on an admitted basis in the State of Texas, or otherwise acceptable to the District and their Office of Risk Management, or the equivalent office thereof.
12. **PIGGYBACK/RIDER.** Everyday Labs agrees to allow districts and other public agencies and school districts in the U.S. to purchase additional services, at the same terms and conditions that apply to this contract. Districts and agencies may order additional services in quantities and amounts. Any liability created by Purchase Orders/Order Forms issued against this agreement shall be the sole responsibility of the district or agency placing the order.
13. **MISCELLANEOUS.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Texas, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the State of Texas, and the parties hereby consent to the sole jurisdiction

of the state and federal courts sitting in the State of Texas. The Parties are independent contractors and neither party shall be deemed to be an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind on behalf of the other party, or to take any action which shall be binding on the other party. Neither party may assign this Agreement without the written consent of the other party; provided that either party may assign all of its rights and obligations under this Agreement to a successor-in-interest in connection with a sale or transfer of substantially all of such party's assets or business to which this Agreement relates. No modification or waiver of any provision of this Agreement or any Attachment shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and its Exhibits and Attachments embody the entire understanding between District and EveryDay Labs, and any prior or contemporaneous representations, either oral or written, are hereby superseded. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to District, to the address set forth on the Order Form, and if to EveryDay Labs, as follows:

EveryDay Labs Inc.
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065
Attn: Contracts
Email: contracts@everydaylabs.com

or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

IN WITNESS WHEREOF, District and EveryDay Labs have executed this Agreement as of the Effective Date.

DISTRICT

Signature: _____

By: _____

Date: _____

EVERYDAY LABS INC.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A DATA TRANSFER STANDARDS

District will provide EveryDay Labs with access to data as specified in the “**EveryDay Labs Data Specification and Transfer Standards**” which contains comprehensive information on data fields and the transfer process. Data will be transferred to EveryDay Labs daily. A summary of key steps are as follows:

- **Data Fields:** District will provide EveryDay Labs with the following data files for all students who are currently enrolled in the district, as well as historical data. A complete list of the fields and transfer protocol can be found in the “EveryDay Labs Data Specifications and Transfer Standards”.
 - **Roster File:** One row per student. Sample fields: student ID, first name, last name, enrollment date, un-enrollment date, school, grade, mailing address(es), contact information including phone and email*, demographic information, home language, exclusion flag
 - **Daily Attendance File:** One row per attendance event. Sample fields: student ID, attendance date, attendance code
 - **Exclusion List (Optional):** Used if student-level exclusions cannot be provided in the Roster File. One row per student. Sample fields: student ID, student name
 - **Parent/Guardian Contacts:** One row per contact. Sample fields: guardian name, phone number
 - **School Site Information:** One row per school. Sample fields: school name, school id, school phone number
 - **Period Attendance File (Optional):** One row per attendance event. Sample fields: student ID, attendance date, attendance code
- **Executing the Data Transfers:** EveryDay Labs will host a secure, FERPA-compliant data transfer protocol through which the District will transfer all required data files on a daily basis. Additional details can be found in “EveryDay Labs Data Specification and Transfer Standards.”

Please note that these data specifications and transfer standards are subject to change.

*As part of the program of intervention, EveryDay Labs may send a text message (Text Nudge) to any guardians whose phone number has been provided. The first message will provide the recipient with the opportunity to opt-out of receiving further messages. If the district is not authorized to send text messages to specific guardians, follow the instructions in the EveryDay Labs Data Specification and Transfer Standards to exclude them from text outreach. Note: digital communication will only be sent to parents and guardians; no digital communication is sent directly to students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Renewal of the 2022-2023 Interlocal Agreement Between SAISD and the City of San Antonio Department of Human Services

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the renewal of the 2022-2023 Interlocal Agreement between SAISD and the City of San Antonio Department of Human Services for the After School Challenge Program. This Agreement outlines the scope of work, associated grant funding, and the SAISD partnership requirements. The funding from the City of San Antonio provides SAISD schools the opportunity to offer a Districtwide extended day program with homework assistance, daily reading, STEM-based enrichment, recreational and physical fitness activities, and nutritional snacks. SAISD subcontracts with the YMCA and Greater San Antonio All Stars to provide frontline services. Dinner and nutritional snacks are provided by SAISD following USDA guidelines.

This Agreement ensures that students participating in this program will be provided with quality educational activities in a safe learning environment and will support improved academic achievement as measured by the State of Texas Assessments of Academic Readiness (STAAR) and the City of San Antonio Scorecard. The implementation of the After School Challenge program will operate for 174 days and observe the 2022-23 SAISD School Opening and Instructional Continuity Plan.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

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

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

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

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

Improve Reading and Writing Outcomes for all Students - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Extended Learning Department and Summer School Department
Board Meeting Date:	December 13, 2022
Agenda Title:	Approval of the Renewal of the 2022-2023 Interlocal Agreement between SAISD and the City of San Antonio Department of Human Services
Presenter:	Becky Landa, Senior Executive Director, Educational Technology & Extended Learning
Cost and Funding Source:	City of San Antonio Challenge Grant is \$1,573,260.
If no cost to the District, what is the approximate value of goods/services being provided?	
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
Target Number is 4,340	~325 Provider Frontline Staff (Ratio 1:25)	Target Number is 73	\$500 to \$550 (Cost vary based on enrollment per site)	Costs vary by providers based on hourly rates set by Providers	Costs vary based on enrollment by campus

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p>	<p>Is this a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>SAISD has partnered with the City of San Antonio Department of Human Services to fund, manage, and operate the SAISD After School Challenge Program for students in K-8. Students participating in this program continue to outperform students who do not participate as shown in the table below. Within this partnership, SAISD is committed to meet the COSA Scorecard metrics which include academic</p>
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Is this an expansion of the program? If so, why?

performance in reading, attendance, and next grade level progression. This program has had a significant impact due to COVID as fewer students were participating and the program staffing costs for external frontline providers surpassed previous budget projections. The table also shows that in 2021-2022, there was an increase in the number of families in poverty once again being served by this program. We expect this trend to continue in 2022-2023.

In 2022-2023, SAISD has an enrollment target of 4,340 and has already met 86% (3,732) of the target enrollment. These enrollment numbers have not been seen since the 2019-2020 school year, pre-pandemic. Increased enrollment strategies have been in place to support this program including, but not limited to, early online and in-person registration, participation in district-wide events such as the ATT Back-to-School Bash, Office of Enrollment block walking, YMCA and campus site in-person registration, and promotion via social media.

AFTER SCHOOL CHALLENGE PROGRAM DATA				
	2018-2019	2019-2020	2020-2021	2021-2022
COSA Funding	\$1,512,780	\$1,512,780	\$1,024,259	\$1,573,260
Enrollment Target	6,051	6,051	3,025	4,340
EOY Enrollment	5,916 (Pre-COVID; Met 98% of Goal)	5,750 (COVID March 2020; Met 95% of Goal)	1,869 (During COVID met 62% of the Goal)	3,189 (During COVID met 74% of the Goal)
Per Student Cost	\$354.03/year	\$365.52/year	\$550.00/year	\$550.00/year
Reading STAAR After School Challenge	68%	N/A*	50%	66%
Reading STAAR Non-Challenge	63%	N/A*	45%	63%
% Pass to Next Grade Level	98%	99.9%	99.9%	99.8%
Family Income Levels at \$0-\$40,000	74%	82%	42%	69%

*STAAR Test Not Administered

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

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

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

- E. District shall start operation of the After School Challenge Program no earlier than the first day of school for the applicable school year. District may operate the After School Challenge Program more than the required minimum number of days, but Program expenses incurred beyond the required number of days, term or hours set forth in this Agreement shall be the sole responsibility of the District.
- F. The District may provide the After School Challenge Program activities on early release days. Operation on early release days will count toward the required total number of days of operation.

Section 3: Consideration

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

- E. District understands and agrees that the submission of certain documents by November 1, 2022 are necessary for proper administration of this Agreement and that Agreement funds are subject to reallocation to another entity should District fail to submit the applicable documents by the stated deadline. City shall notify District by October 15, 2022 which documents are outstanding and that District's funding may be reallocated pursuant to this Section. Extensions may be granted on a case by case basis and as solely determined by the Director of the Department of Human Services.

Section 4: Payment

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

Section 5: Program Site, Supplies, and Maintenance

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

Section 6: Program Participation

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

Section 7: Program Staff

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

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

Section 8: Snack Component

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

Section 9: Equipment and Property

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

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

Section 10: Travel

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

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

Section 11: Program Evaluation and Record Keeping Requirements

- A. District agrees to maintain full and accurate records regarding: the number of participants attending each Program Site to include the activities planned and provided to the participants; the number of hours worked by the staff; the staff involved; attendance records for participants; improvement in grades or testing by participants and all other pertinent information regarding the program.
- B. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of projects such as the After School Challenge Program. Therefore, at such times and in such form as may be required by the Department of Human Services, the District shall furnish to the Department of Human Services, such statements, records, data, policies, procedures, and information and permit the City to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. District shall use the online Contract Management System provided by the City for submitting all Contract related documents, including, but not limited to, monthly reports, budgets, budget revisions and requests for payment.
- C. The **Scorecard** reviewed and approved by City, for the After School Challenge Program is attached hereto and incorporated herein as **Attachment II**. District shall submit to the Department of Human Services via the online Contract Monitoring System a report no later than the 15th day of every month detailing the actual quantitative values of services delivered and reported outcomes, and shall attach student-level documentation supporting the same, for the month preceding the submission. Monthly student-level performance support documentation must be in Microsoft Excel format, or a spreadsheet equivalent. All other performance support documentation provided as part of the monthly performance submissions will be deemed unresponsive. If the online Contract Monitoring System is unavailable, District shall submit information via the alternative means established by the Department of Human Services. If District subcontracts the performance of work pursuant to this Agreement, then measures by each approved Provider, which in the aggregate totals the District measures for After School Challenge Program services under this Agreement, must also be submitted to City. District shall also submit to the Department of Human Services such other reports as may be required by the City. District ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.
- D. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose

of its writing, production, collection, assembly or maintenance. Therefore, if District receives a request for information regarding documents within its possession pursuant to this Agreement, District shall notify the City within seventy-two (72) hours of receiving the requests and permit the City to protect information from public disclosure in accordance with applicable provisions of the Public Information Act. If the City receives a request for information and the District believes that the requested information is confidential pursuant to state or federal law, the City shall provide District with the reasonable opportunity to protect the information from public disclosure in accordance with applicable provisions of the Public Information Act.

- E. In accordance with Texas law, District acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, District agrees that no such local government records produced by or on the behalf of District pursuant to this Agreement shall be the subject of any copyright or proprietary claim by District.
- F. District acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City unless otherwise determined by law and shall be made available to the City at any time. District further agrees to turn over to City all such records upon termination of this Agreement, if requested by the City. Subject to the requirements of the Texas Public Information Act, District agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction or otherwise required by the Texas Attorney General's office under the Public Information Act.
- G. The City's Department of Human Services is assigned monitoring, fiscal control, and evaluation of the After School Challenge Program funded by the City. Consequently, the City may request and/or inspect District's records in order to monitor District's performance of District's obligations and deliverables under this Agreement. The parties acknowledge that the handling and disclosure of education records are subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g). Therefore, District shall acquire prior written consent from the parents or guardians of children participating in the program to permit the sharing of pertinent information with the City for the express purpose of monitoring District's performance of measures outlined under this Agreement.
- H. District shall submit to the Department of Human Services on or before the fifteenth (15th) day of the month following the end of every quarter (January 15th, April 15th, July 15th, and October 15th) a report stating the amount of After School Challenge Program participation fees assessed and collected with a summary of the backup documentation for the quarter preceding the submission and the amount forecasted to be assessed and collected for the full year, revising the forecast as necessary from quarter to quarter.

Section 12: Sub-Contracting and Assignment

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

Section 13: Relationship of Parties

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

Section 14: Indemnity

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

Section 15: Insurance

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

Section 16: Termination

Should either party fail to fulfill, in a timely and proper manner, obligations under this Agreement, or if either party should violate any of the covenants, conditions, or stipulations of the Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement by sending written notice to the defaulting party of such termination and specify the effective date thereof. However, prior to termination, the non-defaulting party shall provide the alleged

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

Section 17: Notices

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

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

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

Section 18: Approval of the City

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

Section 19: Entire Agreement; Amendments

- A. This written Agreement constitutes the entire agreement, with any other written or oral agreement with District being expressly waived by District.
- B. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. District also understands that the Charter of the City requires that all contracts with the City and amendments thereto be in writing and approved by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further

approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:

1. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement, or (b) \$25,000, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing Agreement funding during the term of this Agreement and executed without City Council approval shall not exceed the foregoing amount;
2. modifications to the **Scope of Work or Scorecard**, so long as the terms of the amendment stay within the other parameters set forth in Section 2 of this Agreement;
3. budget revisions within each **Budget (Attachment III)**, so long as the total dollar amount of each **Budget** in this Agreement remains unchanged;
4. modifications to Section 3 herein to reduce the total amount of reimbursement that shall be made to the District by City, and to amend the After School Challenge Program **Budget** accordingly which is set forth in **Attachment III** hereto, in the event that District does not meet the requirements set forth in Article I Overview of the **Funding Guide**, which is set forth in **Attachment IV** hereto. District shall execute all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.4; or
5. Increases or decreases in Agreement funding based upon After School Challenge Program enrollment levels and actual number of days in-person services are provided as set forth in Section 2.D, and modifications to Agreement terms related to enrollment or days services are provided; provided, however, that the cumulative total of all After School Challenge Program contracts, as amended, shall not exceed the City's total budget for the After School Challenge Program for the current fiscal year. District shall execute any and all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.5.

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

Section 20: Construction, Jurisdiction, and Venue

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

Section 21: Authority

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

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

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

**SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT**

By: _____
Melody Woosley, Director
Department of Human Services

By: _____
Dr. Jaime Aquino
Superintendent

Date: _____

Date: _____

Approved as to Form:

Assistant City Attorney

ATTACHMENTS

Attachment I – District Specific Terms and Conditions

Attachment II – Scope of Work and Scorecard

Attachment III – Budget

Attachment IV – Funding Guide

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

Agreement Section	Description	Terms and Conditions
Section 2.D.	District's School Years; District's Instruction Year	2022-2023 and 2023-2024 [e.g., August 23,2021 - June 17, 2022]
Section 2.D.	Number of Campuses	73 Campuses if they meet the maximum capacity of 25 students per site.
Section 2.D.	Specific Campuses	See Attachment
Section 2.D.	Minimum Number of School Days	174 days of operation in the 2022-2023 academic school year that is covered under this contract which begins August 22, 2022 and ends June 1, 2023. Please see attached District Calendar , and list of campuses with hours of operation .
Section 2.D.	Hour through which District's services are offered	Varies by school type (3:15 p.m.- 6:30 p.m.)
Section 2.D.	Minimum Enrollment Slots	Minimum of 15 students at the after-school sites with a maximum of 25:1 ratio.
Section 3	Consideration	\$1,573,260
Section 17	Notices (District's Address for Notice)	San Antonio Independent School District Dr. Jaime Aquino, Superintendent 514 W. Quincy St. San Antonio, Texas 78212



**San Antonio ISD - Hours of Operation
2022-2023 School Year**

Schools	Start	End
Advanced Learning Acad. Euclid	3:20 PM	6:00 PM
Advanced Learning Acad. 4-8th	3:35 PM	6:00 PM
Arnold ES	3:20 PM	6:00 PM
Ball	3:20 PM	6:00 PM
Barkley/Ruiz	3:20 PM	6:00 PM
Baskin	3:20 PM	6:00 PM
Beacon Hill	3:20 PM	6:00 PM
Bonham	3:20 PM	6:00 PM
Bowden	3:20 PM	6:00 PM
Briscoe	3:20 PM	6:00 PM
Cameron	3:20 PM	6:00 PM
Carroll	2:30 PM	6:00 PM
Carvajal	3:20 PM	6:00 PM
Collins Garden	3:20 PM	6:00 PM
Cotton	3:20 PM	6:00 PM
Crockett	3:20 PM	6:00 PM
Davis M.S.*	4:00 AM	6:30 PM
De Zavala	3:20 PM	6:00 PM
Douglass*	3:20 PM	6:30 PM
Fenwick*	3:20 PM	6:30 PM
Forbes	3:20 PM	6:00 PM
Foster*	3:20 PM	6:30 PM
Franklin	3:20 PM	6:00 PM
Gates	3:20 PM	6:00 PM
Graebner	3:20 PM	6:00 PM
Green	3:20 PM	6:00 PM
Harris	4:00 PM	6:30 PM
Hawthorne	3:15 PM	6:00 PM
Herff*	3:20 PM	6:30 PM
Highland Hills	3:20 PM	6:00 PM
Highland Park	3:20 PM	6:00 PM
Hillcrest	3:20 PM	6:00 PM
Hirsch*	3:20 PM	6:30 PM
Hot Wells	4:00 PM	6:00 PM
Huppertz	3:20 PM	6:00 PM
Irving	3:30 PM	6:00 PM
Irving	3:30 PM	6:00 PM

Schools	Start	End
J.T. Brackenridge*	3:20 PM	6:30 PM
Japhet	3:20 PM	6:30 PM
Kelly	3:20 PM	6:00 PM
Lamar	3:35 PM	6:00 PM
Longfellow	4:00 PM	6:00 PM
Lowell	4:00 PM	6:00 PM
Madison	3:20 PM	6:00 PM
Margil	3:20 PM	6:00 PM
Maverick	3:20 PM	6:00 PM
Miller	3:20 PM	6:00 PM
Mission Academy	3:20 PM	6:00 PM
MLK Academy	3:20 PM	6:00 PM
Neal	3:20 PM	6:00 PM
Ogden	3:20 PM	6:00 PM
Pershing	3:20 PM	6:00 PM
Poe	4:00 PM	6:00 PM
Rhodes	4:00 PM	6:00 PM
Riverside Park	3:20 PM	6:00 PM
Rodriguez Montessori	3:20 PM	6:00 PM
Rogers MS	4:00 PM	6:00 PM
Sarah King*	3:20 PM	6:30 PM
Schenck	3:20 PM	6:00 PM
Smith	3:20 PM	6:00 PM
Steele Montessori	3:20 PM	6:00 PM
Stewart	3:20 PM	6:00 PM
Storm	3:20 PM	6:00 PM
Tafolla	4:00 PM	6:00 PM
Twain	3:15 PM	6:00 PM
Washington	3:20 PM	6:00 PM
Whittier	4:00 PM	6:00 PM
Will Rogers	3:20 PM	6:30 PM
Wilson	3:20 PM	6:00 PM
Woodlawn	3:20 PM	6:00 PM
Woodlawn Hills	3:20 PM	6:00 PM
YMLA	3:20 PM	6:00 PM
YWLA	3:45 PM	6:00 PM
YWLA Primary @ Page	3:20 PM	6:00 PM

After school program is in the cafeteria

Total Sites: 73 Schools
Schools Not Opened: 8 (RED Highlighted)
Start Times Differ Based on School Schedule

Scope of Work

Agency Name: San Antonio Independent School District
Program Name: Extended Learning
Contract Term: October 1, 2022 – September 30, 2023

<p>OUTCOME: Children and youth are safe, healthy, resilient, and ready to succeed in school and life.</p>
<p>LONG TERM GOAL (Project Goal): 80% of 3rd, 5th, and 8th grade students participating in the After School Challenge Program will pass the STAAR Reading Test by 2024.</p>
<p>SCOPE OF WORK (Abstract):</p> <p><i>Describe your program’s main objective to include in-person activities to be conducted, describe whether a fee is involved, and how the program intends to spend COSA funding.</i></p> <p>The San Antonio Independent School District and the City of San Antonio-Department of Human Services have partnered to fund, manage, and operate the San Antonio Independent School District Extended Day Program (After School Challenge Program). The objective of the program is to provide extended learning opportunities and recreational enrichment activities for the students enrolled in the school district.</p> <p>San Antonio ISD has employed two subcontractors to assist with the operation of the program. The subcontractors are Greater San Antonio After-School All Stars (GSA), and Young Men Christian Association (YMCA). Each of the subcontractors is assigned campuses and manages the daily implementation of the extended day program. Direction on the program goals, operations, and curricular programming is provided by the Extended Day Learning and Summer School Department of the San Antonio Independent School District.</p> <p>San Antonio ISD parents who enroll their child(ren) in the after school challenge program are required to pay the City of San Antonio After School Challenge Program Fees (Sliding Scale). San Antonio ISD collects and submits these funds to the City’s Department of Human Services.</p> <p>San Antonio ISD will use the COSA grant funding for all associated program costs including, after school provider frontline staff (Club, Greater San Antonio, and YMCA); part time monitor, printing materials, and commodities (instructional, recreational, curriculum, safety and PPE resources); and office supplies.</p>

SERVICE PLAN:

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

Components of the program will include the following services:

- A safe and supportive environment for students to study, socialize, and interact
- Homework assistance
- Organized recreation active play
- A nutritional snack and meal administered under USDA guidelines
- Program monitoring

District enhancements to the program include:

- SAISD after school hands-on curriculum
- Introductory STEM/STEAM activities
- Reading for pleasure every day
- Virtual book club with read-alouds
- Standard provider practices (safety, schedules, sign-in, etc.)

There will be 174 days of operation in the 2022-2023 academic school year, with a start date of August 22, 2022, and end date of June 1, 2023. The 174 days are aligned to schools opening on time on August 16, 2022, with a full staff and minimum student enrollment. Schools that do not open due to low enrollment or lack of staffing due to the COVID-19 pandemic will have less than 174 days but will open as soon as possible. The delayed start time is a consequence of providers struggling to recruitment staff, COVID-19 illness because of increased infection, families unable to pay the registration fees, a lack of transportation after hours, and other reasons. See attached [District calendar](#), and list for campuses with [hours of operation](#).

TARGET POPULATION:

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

For the 2022-2023 the SAISD target enrollment is 4,340 students in grades K-8 at 73 school sites. Although, COVID-19 has had a significant in enrollment, SAISD remains steadfast to meet the target. Students enrolled, represent all educational programs including, emergent bilingual, ESL, Special Education, newcomers, general education, gifted and talented, etc. The after-school program is in-person with each site having a minimum of 15 students to open a site and a maximum ratio of 25 students to 1 frontline staff. Schools are located within the following zip codes: [see attached list](#). The San Antonio Independent School District sites are designated to the following City Council Districts 1,2,3,4,5,6,7, 10 of which most of the participating students come from high poverty populations and are in Title I campuses.



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

RBA	PM Number	Performance Measure Description	Instructions to Agency	Q1 Target Oct-Dec	Q2 Target Jan-Mar	Q3 Target Apr-Jun	Q4 Target Jul-Sep	FY23 Year End Target
How Much	1*	# of Unduplicated Students Enrolled	Required Entry => Note - The sum of disaggregated students by grade level should equal the total number of unduplicated students enrolled.	1,447	2,893	4,340	4,340	4,340
How Much	2	# of Active Enrolled Students	Required Entry => Enter the number of actively enrolled students by month. This number may be different than your unduplicated number if you have encountered students that drop from enrollment.	No Target	No Target	No Target	No Target	No Target
How Well	3	Average Attendance (DHS calculate Total Monthly Attendance divided by # of days served)	Calculated - No Entry by Agency/Required	No Target	No Target	No Target	No Target	No Target
How Much	Denominator for PM 4	# of actively enrolled 2nd through 12th graders	Required Entry => Of the number entered for PM 2, enter the number of actively enrolled students in grades 2nd through 12th grade, by month.	No Target	No Target	No Target	No Target	No Target
How Well	4	##% of Participants that achieved a C (75+) or better in Reading	Required Entry =>	No Target in this Quarter	80%	No Target in this Quarter	80%	80%
Better Off	5	##% of Participants who are not chronically absent	Required Entry =>	No Target	No Target	No Target	No Target	No Target
Better Off	6	% Participants progressing to the Next Grade level	Required Entry =>	No Target in this Quarter	No Target in this Quarter	No Target in this Quarter	90%	90%
Better Off	Denominator for PM 7	# of students in 3rd, 5th, and 8th grade taking the STAAR Reading test	Required Entry =>	No Target	No Target	No Target	No Target	No Target
Better Off	7	##% Students enrolled in ASCP that pass the STAAR Reading test	Required Entry =>	No Target in this Quarter	No Target in this Quarter	No Target in this Quarter	55%	55%
How Well	8	# Total Monthly Attendance (All locations daily attendance for reporting period)	Required Entry =>	No Target	No Target	No Target	No Target	No Target
How Much	9	# of Days Served (total available days in reporting period, i.e., M-F, minus holidays or mandatory closures)	Required Entry =>	No Target	No Target	No Target	No Target	No Target
How Much	10	# of certified teachers employed	Required Entry =>	No Target	No Target	No Target	No Target	No Target
How Much	DEM	Monthly Demographic Report to include the below metrics on unduplicated clients served.		Use the Upload Files button in Sparsheet to upload supporting documentation to include your most recent Client Demographic Report, and supporting documentation that is summarized in an Excel format, or other DHS approved file format. Failure to include required attachments will cause your report to be declined.				
How Much	DEM	A. # of Clients by Gender Identification	F. # of Clients by Race	<p>Note: The quarter target amounts reflected in this scorecard are cumulative. Performance Measures that do not have targets assigned to them, but are intended for informational purposes or serve to calculate other targeted performance measures, may not be listed here, as those may be subject to change upon finalization of the Agency web-based Contract Performance Monitoring Report (CPMR).</p> <p>*Select targeted performance measures are validated in accordance with the Contract Administration & Monitoring Protocol of Delegate Agency Contracts and the contractual requirements, as applicable.</p>				
How Much	DEM	B. # of Clients by Household size	G. # of Clients by ZIP Code					
How Much	DEM	C. # of Clients by Income	H. # of Clients by City Council					
How Much	DEM	D. # of Clients by Age	I. # of Clients by School District					

Approval Signatures:

Alvina P. Hart
 Agency President/CEO/Executive Director
 11/11/2022
 Date

Department of Human Services

Date

FY 23 City of San Antonio - DHS Consolidated Funding Program Line Item Budget

Agency Name: San Antonio Independent School District	Budget Version:	Proposed
Program Name: After School Challenge Program	Total Proposed DHS/EDD Budget:	\$1,573,259.80
	Total Program Budget:	\$2,541,633.21
	Total Agency Budget:	\$849,794,191.00

Fringe Benefits		Program Amount Budgeted	Admin Amount Budgeted	Total Budgeted to DHS	
5103005	FICA (7.65% or less of Taxable Income Billed)	1,913.00		1,913.00	
5105010	Retirement (% paid by Employer)			-	
5104030	Health Insurance			-	
5103010	Life Insurance			-	
5402520	Worker's Compensation	250.00		250.00	
5402550	Unemployment Insurance			-	
Fringe Benefits Subtotal		2,163.00	-	2,163.00	-
Total Personnel (Salaries/Wages and Fringe Benefits)				25,963.00	-

Contractual Services

DHS/EDD GL				Amount Budgeted to DHS/EDD	Agency Match (ESG Only)
5205010	Mail and Parcel Post Service			250.00	
5206010	Rental of Facilities				
5205020	Rental of Office Equipment				
5205030	Equipment Leasing				
5201025	Education				
5205050	Freight and Storage				
5204010	Linen and Laundry Service				
5204050	Maintenance and Repair - Buildings and Improvements				
5204080	Maintenance and Repair - Machinery and Equipment				
5208530	Alarm and Security Services				
5203040	Advertising and Publication				
5203050	Membership Dues and Licenses				
5203060	Binding, Printing and Reproduction			40,000.00	
5203070	Subscriptions to Publications				
5201040	Fees to Professional Contractors - Enter Details Below			1,401,820.00	
	Contractor Name	Program/Admin	Purpose/Description of Services to be Provided	Contract Amt	
	Greater San Antonio ASA	Program	Extended Day Program Services	629,850.00	
	YMCA-San Antonio	Program	Extended Day Program Services	771,970.00	
5207010	Travel Official - Enter Details Below			2,000.00	
	Travel Date & Location	Purpose/Event Name		Travel Amt	
	January 2023 - San Antonio	TCEA - Convention & Exposition		\$1,000	
	June 2023 - TBD	Out of School Time Initiatives Conference		\$1,000	
5203090	Transportation Fees	Est. Mileage	4,960	Rate Per Mile	0.63
					3,124.80
Total Contractual Services				1,447,194.80	-

Commodities

5302010	Office Supplies			2,000.00	
5303010	Janitorial Supplies				
5304005	Clothing and Linen Supplies				
5304025	Motor Fuel and Lubricants				
5304070	Recreation Supplies			63,000.00	
5301010	Maintenance and Repair Materials (Buildings and Improvements)				
5301030	Maintenance and Repair Materials (Machinery and Equipment)				
5304075	Computer Software				
5304080	Other Commodities - Itemize by Type Below			35,102.00	
	Purpose/Description of Other Commodities			Amount	
	Personal Protective Equipment such as masks, gloves, hand sanitizers, wipes, etc.			\$1,000	
	Instructional Resources such as workbooks, supplemental reading materials, reference books, etc.			\$34,102.00	
Total Commodities				100,102.00	-

CITY OF SAN ANTONIO

HUMAN SERVICES CONSOLIDATED FUNDING POOL

FUNDING GUIDE



FY 2022 – FY 2023

City of San Antonio

Department of Human Services

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I. OVERVIEW

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

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

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

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

II. CONTRACT ADMINISTRATION

A. Department of Human Services Administered Contracts

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

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

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

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

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

III. Statutory Guidelines and Special Provisions

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

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

National Objectives:

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

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

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

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

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

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

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

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

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

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

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

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

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

2) ADDITIONAL RIGHTS IN DATA

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

3) ADDITIONAL ETHICS REQUIREMENTS

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

4) ADDITIONAL COMMUNICATIONS/NOTICES

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

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

5) ADDITIONAL AUDIT / RECORDS INSPECTION

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

6) ADDITIONAL REQUIREMENTS FOR AMENDMENT

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

7) ADDITIONAL REQUIREMENT FOR ASSIGNMENTS

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

8) ADDITIONAL REQUIREMENT FOR SUBCONTRACTING

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

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

Applicable Laws

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

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

D. Emergency Solutions Grant (ESG) CFDA #14.231

Applicable Laws:

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

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

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

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

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

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

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

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

At Risk of Homelessness means

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

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

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

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

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

documents:

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Recipients that are states have:

- (i) 180 days from the date HUD signs the grant agreement to obligate funds for activities it will carry out directly, as permitted in Section III.A.1. This obligation may be evidenced by a written designation of a department within the government to carry out an eligible activity directly; and
- (ii) up to 240 days from the date HUD signs the grant agreement to obligate ESG-CV funds to subrecipients. Recipients must maintain in the program records a description of any changes the recipient implemented to identify and select new subrecipients.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Eligible costs include:

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

(ii) Requirements:

(a) As permitted by the CARES Act, the use of funds for these shelters will not be subject to the habitability standards under section 417(c) of the McKinney-Vento Act, shelter standards at 24 CFR 576.403(b), or the environmental review requirements that otherwise apply to the use of ESG funds if the shelters have been determined by State or local health officials to be necessary to prevent, prepare for, and respond to coronavirus. Recipients and subrecipients must still comply with nondiscrimination and applicable accessibility requirements, including requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Fair Housing Act, and their implementing regulations. See also 24 CFR 576.407(a);

(b) These temporary emergency shelters shall not be subject to the minimum periods of use required by section 416(c)(1) of the McKinney-Vento Act and 24 CFR 576.102(c) and shall be considered as excluded by law from any certifications recipients submit pursuant to 24 CFR 91.225(c)(1) through (c)(4) or 91.325(c)(4)(i) through (c)(4)(iv); however, if funds were used for acquisition or renovation (including conversion or major rehabilitation), the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Applicable Laws

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

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

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

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

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

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

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

IV. GLOSSARY OF TERMS

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

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

WSA – Workforce Solutions Alamo

WSAB – The Workforce Solutions Alamo Board

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

City – City of San Antonio, a Texas municipal corporation

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

CCDF – Child Care Development Funds

CSBG – Community Services Block Grant

ESG – An acronym for the Emergency Solutions grant from HUD

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

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

Federal Poverty Income Limits (FPIL) – see Poverty Level

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

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

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

HOPWA – Housing Opportunities for Persons with AIDS grant from HUD

Household – One or more persons occupying a housing unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HUD 2021 Section 8 Income Guidelines

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

Service Provider – Also referred to as the contractor.

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

V. REFERENCES

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

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

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

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

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

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

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to Use Communities in Schools Therapists to Fulfill the Bexar County American Rescue Plan Act (ARPA) Grant Requirement

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the use of Communities in Schools therapists to fulfill the Bexar County American Rescue Plan Act (ARPA) grant requirement of providing Licensed Professional Counselors (LPCs), or LPC Associates to implement therapeutic counseling at the following identified middle school campuses: Davis, Harris, Hot Wells, Longfellow, Lowell, Poe, Tafolla, Rogers, and Whittier. Due to their smaller size, Lowell and Rogers Middle Schools will split a therapist. Therapists will provide individual and/or group counseling at their assigned campus as well as after school family counseling as needed.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the use of Communities in Schools therapists to fulfill the ARPA grant requirement as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

This will be funded through the Bexar County ARPA Grant, which has been awarded to SAISD in the amount of approximately \$3,156,918.72 through December 31, 2026.

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social

Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and Workforce Solutions Alamo (WSA), Child Care Quality (CCQ) Contractor

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Workforce Solutions Alamo (WSA), Child Care Quality (CCQ) Contractor for the 2022-2023 school year. The SAISD Learning Center currently provides full time childcare for 24 infants and toddlers ages six weeks to three years old. Our program is licensed through the Texas Health and Human Services and participates in the Texas Rising Star Program. As a Rising Star designated center, SAISD is eligible to access funding and resources through Workforce Solutions Alamo. Based on the District's four-star designation (the highest designation available), SAISD is eligible for the largest distribution available.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the MOU with Workforce Solutions Alamo, Child Care Quality Contractor for the 2022-2023 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Funds and resources will be used to maintain high-quality care that supports infants and toddlers and are valued at approximately \$4,200.

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

Improve Reading and Writing Outcomes for all Students - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

Improve Math Outcomes for Black Students - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.

Improve College Readiness for Students with Disabilities - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

Improve Social Emotional Readiness in all Students - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

Embrace Our Community - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.

Support Excellent Schools in Every Neighborhood - The Superintendent will not allow any neighborhood to be without a high-quality school.

Create Safe Environments - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.

Ensure Equitable Funding - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student & Academic Support Services
Board Meeting Date:	December 13, 2022
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and Workforce Solutions Alamo (WSA), Child Care Quality (CCQ) Contractor
Presenter:	Victoria Bustos, Executive Director, Student and Academic Support Services
Cost:	Funds and resources will be used to maintain high-quality care that supports infants and toddlers and are valued at approximately \$4,200.
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Behavior <input checked="" type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
24	6 childcare providers & 2 administrators	8	N/A	N/A	N/A

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The Learning Center provides childcare services for students attending SAISD campuses. The services provided are for infants and toddlers. The higher quality of care provided is implemented through TRS standards. The equipment and monetary assistance the Center receives will assist in maintaining the center’s four-star status and continue to allow a high-quality care that supports infants and toddlers. Last year, WSA, CCS, TRS Mentoring Services provided 5.5 hours of education to 6 childcare workers and 2 administrators plus 5 additional hours for 1 administrator. WSA, CCS, TRS provided four mentor visits to provide support for recertification and maintaining the center’s four-star status. At the end of the 2021-2022 school year, the Learning Center received \$1,800 to replenish indoor/outdoor materials such as carpets, furniture, non-stereotypical culturally diverse items, and classroom materials. The 2 administrators and 6 childcare providers each received a \$300 incentive bonus to recognize their commitment and dedication of high-quality childcare and the exceptional work the Learning Center has completed to maintain TRS four-star status.</p>
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A proud partner of the American Job Center network

Texas Rising Star Mentoring Agreement

PROVIDER INFORMATION

License Number *

1029789

Type of Facility *

Licensed Child Care Facility

Name of Facility *

SAISD Learning Center

Phone *

(210) 438-6813

Contact Person *

Ruth Trevino Miller

Title *

Center Director

Email *

rtrevinomiller1@saisd.net

Physical Address *

623 S. Pecos-La Trinidad

Mailing Address

623 S. Pecos-La Trinidad

Current Star Level

4-Star



Number of teaching staff

6

Number of administrative staff

2

Please type the name of curriculum your program uses.

Frog Street

Please check which of the following age groups have curriculum.

- Infant
- Toddlers
- Preschool
- School Age

Please list the assessments being used by your program.

Frog Street and CDC

Please check which of the following age groups that use assessments.

- Infant
- Toddlers
- Preschool

ACKNOWLEDGEMENTS

The Workforce Solutions Alamo mentoring services for Texas Rising Star early learning programs are designed to enhance the quality of the learning experiences of young children and to improve the early childhood knowledge and skills of the staff that work with those children. This agreement confirms the understanding between the early learning program and the Board and defines the responsibilities and goals set forth by Texas Rising Star.

Early Learning Program Eligibility and Requirements

1. INITIAL REQUIREMENTS: Prior to achieving certification, the early learning program is required to:

RTM

Maintain a license or registration with Child Care Regulation (CCR);

RTM

Demonstrate a high level of compliance with CCR minimum standards in accordance with the applicable screening form;

RTM

At minimum, the center director or identified administrative staff must create an account in the Texas Workforce Registry and highly encourage their program staff to create their own account [Login \(tecpds.org\)](https://www.tecpds.org);

RTM

Complete a Texas Rising Star Orientation course (in-person via their mentor/Board or online via CLI Engage) [CLI Engage Public – CLI Engage Public](#);

RTM

Complete an overview of the CCR Background Check Portal (in-person via their mentor/Board or online via a link provided by the mentor/Board) ; and

RTM

Complete at minimum, the center director will complete training over the Infant Toddler Early Learning Guidelines and/or Pre-kindergarten Guidelines (based on the ages their program serves) [CLI Engage Public – CLI Engage Public](#).

2. STAR-LEVEL CERTIFICATION REQUIRMENTS. Once certified as Two-, Three-, or Four-Star, the early learning program must comply with the Texas Rising Star Guidelines which are available at www.texasrisingstar.org.

RTM

I agree to lead my program's quality improvement process

RTM

I agree to facilitate the training process for my staff by ensuring their participation in various professional development opportunities

RTM

I understand based on funding availability developmentally appropriate materials may be ordered for my facility. I agree to submit necessary documentation and photos of the material in the environment upon receiving the material to my Mentor.

RTM

I understand in the event that WSA provides funding opportunities, data and documentation may be requested from our program

RTM

I understand tha participation the the annual Provider Data Survey is required.

Workforce Solutions Alamo Responsibilities

3. Provide mentoring/coaching or technical assistance to support quality improvement, which may include site visits and/or consultation time via electronic methods (such as phone, email, and virtual meetings). At minimum 1 visit will be conducted per month. Programs that are needing to reschedule their visit will be scheduled for the following month. In person visits will be prioritized in the following order:

- Entry Level
- SIA
- 2- Star
- 3- Star
- 4- Star

4. Provide consultation with designated early learning program staff in the development and implementation of the continuous quality improvement plan (CQIP).

5. Provide feedback that is program, classroom, and/or teacher specific and seeks to improve staff knowledge of early childhood, which may include goal setting, providing trainings and resources, or tasks for the early learning program to complete to assist the early learning program in meeting CQIP goals.

6. Lead a debriefing session with designated early learning program staff at the end of each visit.

7. Maintain confidentiality of the early learning program and its staff to the extent that federal, state, and local rules and laws allow.

8. Provide resources and/or materials to help enhance and/or maintain quality, as funding permits or is applicable.

Early Learning Program (Director and/or Owner) Responsibilities

9. Provide the mentor staff access to facility, classrooms, and teachers as needed to observe and provide training and/or technical assistance to assist the early learning program in meeting CQIP goals.

10. Participate in development and implementation of the CQIP, in collaboration with the mentor, as required. Ensure that CQIPs are implemented and provide support to classroom teachers as indicated in the CQIP action steps.

11. Participate in debriefing sessions with mentor staff after each site visit and/or virtual meeting.

12. Provide opportunities during the work week for classroom teachers to implement guidance and techniques as suggested by mentor staff, and support classroom teachers in their efforts to learn and grow professionally as indicated in the CQIP action steps.

13. Respect confidentiality of classroom teachers and other early learning program staff.

14. Use the materials and resources provided by the Workforce Solutions Alamo and/or mentor as instructed and applicable.

Goals of Both Parties

15. Ensure successful completion of CQIP goals.

16. Obtain and/or maintain Texas Rising Star certification by the goal date of September 30th, 2024.

Termination of Agreement

17. This agreement may be terminated by either entity at any time due to non-compliance of any of the agreed upon responsibilities, up to and including termination of Texas Rising Star and participation in the Child Care Services program.

18. Failure to comply with the terms set forth in this Agreement will result in automatic termination of this Agreement and subsequently the early learning program's Child Care Services (CCS) Provider Agreement:

19. FILING A COMPLAINT/ APPEAL: The early learning program can file complaints and/or appeals about their mentoring services to the Workforce Solutions Alamo per the signed CCS Provider Agreement.

Communication

TRS Staff are actively visiting programs in the field and have limited access to emails and phone calls. If you are needing immediate assistance, please contact TRS_Mentors@wsalamo.org, designated staff monitor the inbox and will provide you with assistance.

Memorandum of Agreement Summary

This agreement is executed by and between the Child Care provider and the Workforce Solutions Alamo (WSA) Child Care Quality (CCQ) Contractor to improve and increase the quality of child care centers via equipment purchased and/or monetary incentive with WSA CCQ Contract funding. This MOU may be amended in writing by the Provider. The following details are agreed to ensure the successful implementation of the Texas Rising Star program:

Eligible Provider agrees:

- Signing a mentoring agreement, and return this document before any items are purchased.
- All purchases are limited to developmentally appropriate resources, purchases must be reasonable and necessary.
- All equipment and/or materials must be installed and in use within 45 days of delivery. Provider agrees to properly install and use the equipment in accordance with manufacturer guidelines.
- Provider will need to contact Childcare Quality Initiative Specialists once items arrive and provider will not be allowed to open the boxes prior to a CCQ Contractor arrives to open the equipment.
- **All items with an acquisition value under \$500 become property of the Provider upon delivery.**
- **All items with an acquisition value of \$500 or more are subject to removal by WSA if provider does not comply with all terms of agreement. These items will be tagged by WSA CCQ staff.**
- Provider agrees to submit all packing slips to WSA within 30 days of delivery.
- Provider is not allowed to return items to the store. If an item is damaged the provider will need to contact the CCQ Contractor to make a return.
- Provider must be available by phone or email. Provider must be responsive to all contact attempts.
- Provider must participate in all data collection efforts by WSA or CCQ Contractor.

If applicable – Initial Texas Rising Star Provider agree:

- Once the TRS certification is established any additional monetary incentives will be provided based on the Texas Rising Star certification level and on funding availability.
- The monetary incentive obtained must be invested in the improvement of your facility, the program will work with their Mentor to determine areas where incentiv should be used to enhance quality.

Termination of Agreement and Removal of Equipment will occur if:

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- The provider withdraws as a Child Care Services (CCS) provider
- The provider loses TRS certification for any reason, included but not limited to:
- Closure of the TRS facility
- Change in ownership that results in ineligibility for being a CCS provider
- Provider voluntary withdraws from the CCS Program
- Provider is placed on Corrective or Adverse action by Child Care Licensing, Texas Workforce Commission, or the CCS Contractor

EARLY LEARNING PROGRAM ACKNOWLEDGEMENT:

As the authorized representative for this early learning program, I certify that all information recorded in this document is true and correct to the best of my knowledge. I have read and agree to the terms of the Texas Rising Star Agreement. I understand that participation in this agreement does not guarantee a specific Texas Rising Star certification star-level.

By signing below; I understand the expectations set forth in this agreement and I am committed to improving the quality of my childcare facility via equipment purchased and/or monetary incentive.

Signature of Provider Representative *

Date *

11/3/2022



draw type

Submit

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Affiliation Agreement Between SAISD and the University of Texas Health Science Center at San Antonio School of Nursing

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

REQUESTED BY: Patti Salzman, Deputy Superintendent

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

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Affiliation Agreement between SAISD and the University of Texas Health Science Center at San Antonio School of Nursing for the 2022-2023 school year. The purpose of this academic program is to provide an educational support for school age parents to enhance their parenting skills. These evidence-based health services empower homebound students to transform their lives and create better futures for themselves and their babies.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the affiliation agreement with the University of Texas Health Science Center at San Antonio School of Nursing for the 2022-2023 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services will be provided to 30 students attending the School Age Parenting Program (SAPP), Homebound services, at no cost to the District, and are valued at approximately \$1,000.

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

Improve Reading and Writing Outcomes for all Students - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

Improve Math Outcomes for Black Students - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.

Improve College Readiness for Students with Disabilities - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

Improve Social Emotional Readiness in all Students - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

Embrace Our Community - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.

Support Excellent Schools in Every Neighborhood - The Superintendent will not allow any neighborhood to be without a high-quality school.

Create Safe Environments - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.

Ensure Equitable Funding - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student & Academic Support Services
Board Meeting Date:	December 13, 2022
Agenda Title:	Approval of the Affiliation Agreement Between SAISD and the University of Texas Health Science Center at San Antonio School of Nursing
Presenter:	Victoria Bustos, Executive Director, Student and Academic Support Services
Cost:	Services will be provided to 30 students attending School Age Parenting program (SAPP), Homebound services, at no cost to the district, and valued \$1,000.
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Behavior <input checked="" type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
30	0	8	N/A	N/A	N/A

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The University of Texas Health Science Center at San Antonio School of Nursing program would like their undergraduate and graduate nursing students to have the opportunity to teach health promotion concepts related to parenting, prenatal care, nutrition, safety, prevention, care of a newborn, and post-partum. Starting in January, the nursing students will teach SAPP homebound students about well-child visits, nutrition, wellness tips for babies, vaccines, infection control, and other topics related to maternal childcare. In the 2021-2022 school year, SAPP identified 41 students that attended and received homebound services.</p> <p>TEA Pregnancy and Parenting Education UT Health San Antonio School of Nursing</p>
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Affiliation Agreement

This agreement is executed on November 2, 2022, between the University of Texas Health Science Center at San Antonio School of Nursing and Cooper Academy at Navarro—part of the San Antonio Independent School District; located at: 623 S Pecos La Trinidad, San Antonio, TX 78207; Telephone: 210-438-6810, herein after referred to as “Agency”.

Whereas it is agreed by the parties that:

The purpose of the undergraduate and graduate program in nursing is to educate nursing students and nurses in areas of clinical specialization including teaching and nursing administration, to contribute to the health and illness needs of people, and to offer specialized nursing care.

The parties to this agreement agree as follows:

1. The students receiving clinical experience at Agency may be students in the graduate or undergraduate nursing program.
2. The students will be in the agency during the regular academic period defined to be September 1 - August 31. The students will be under the direct supervision of a specified staff member agreed upon by the School and Agency.
3. The name of student (s), clinical objectives and period of assignment will be negotiated between the Agency and the School of Nursing semester-by-semester. All students are required to maintain personal major medical insurance. In addition, on request of the Agency, a statement will be provided by the School giving assurance that the students are covered by liability insurance.
4. All students are required to pass criminal background screening consisting of: Texas Statewide Criminal, Residency History, Social Security Verification, Nationwide Healthcare Fraud & Abuse Scan, Nationwide Sexual Offender Registry, Nationwide U.S. Patriot Act, Nationwide Federal Criminal and Nationwide Database Criminal prior to admission to the School and as prescribed during enrollment in the School. Clinical Faculties have also successfully undergone criminal background screening.
5. Faculty and students have received HIPAA Privacy Training prior to assignment in the Agency. In addition, Faculty and students as employees and affiliates of UTHSCSA have signed an agreement accepting legal and ethical responsibility to safeguard the privacy of all patients and clients as well as protect confidentiality and security of all health information.
6. Faculty and students will be subject to the rules and regulations established by the Agency to which they are assigned. A general orientation to the Agency will be provided and must be attended by all students prior to patient care assignments.
7. Students will be responsible for their own transportation, meals, laundry and health care needs in the performance of this agreement. There will be no exchange of monies between the Agency and the School.
8. The School agrees that members of the faculty may serve as consultants and on committees of the Agency when requested by the Agency.

9. The specific areas of student assignment and students being assigned will be negotiated on a semester by semester basis. This agreement is for a period of three years unless terminated by either party upon giving 30 days advance written notice to the other party.
10. The students will have a current immunization record for tetanus, diphtheria, measles (Rubeola), rubella, mumps, varicella and hepatitis B vaccine series. Current documentation will provide evidence of annual negative Mantoux skin test or chest x-rays. These documents will remain on file with the UTHSC Student Health Center; however, proof will be provided to the Agency upon reasonable request.
11. Each student will have completed instruction in infection control practices and its application, universal precautions, fire and safety precautions and maintain current CPR prior to the first clinical experience at the Agency; evidence of such will be provided upon reasonable request.
12. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Agency as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Agency to carry out the Program. Agency agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
13. The parties acknowledge that School is an agency of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this agreement, nothing in this agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas. Notwithstanding the generality or specificity of any provision of this agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this agreement, as those provisions pertain to School, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. School will not be required to perform or refrain from performing any act that would violate the laws or the Constitution of the State of Texas.

SCHOOL: **The University of Texas Health Science Center at San Antonio**
School of Nursing

BY: _____	BY: _____
Print: <u>Sonya Hardin, PhD, RN, NP-C, FAAN</u>	Print: <u>Jacqueline Lee Mok, Ph.D.</u>
Title: <u>Dean School of Nursing</u>	Title: <u>Vice President for Academic, Faculty, and Student Affairs</u>
Date: _____	Date: _____

AGENCY: San Antonio ISD

BY: _____

Print: Dr. Jaime Aquino

Title: Superintendent of Schools

Date: _____

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval for the Implementation of Innovative Courses

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent

PRESENTER: Dr. Johnny Vahalik, Assistant Superintendent for College, Career, and Military Readiness

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the following TEA Approved Innovative Courses to be utilized and implemented by Career and Technical Education for the 2023-2024 school year. The approved innovative courses were adopted per TEA rules to prepare students with the knowledge and skills needed to become completers within various programs of study.

Requested innovative courses include:

- Disaster Response – Edison HS only and aligns with EMT Program of Study
- Emergency Medical Technician – Edison HS only and aligns with EMT Program of Study
- Principles of Exercise Science and Wellness – Dual Credit course for Brackenridge ECHS
- Kinesiology I - Dual Credit course for Brackenridge ECHS
- Kinesiology II - Dual Credit course for Brackenridge ECHS
- Advanced User Experience Design – CAST Tech renewal
- Foundations of User Experience – CAST Tech renewal

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the implementation of TEA approved Innovative Courses requested.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Currently, there is no expectation for funding for instructional materials that cannot be addressed via current funding sources. No additional staff are required to implement these courses.

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.

- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and Mathematica, Inc.

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Johnny Vahalik, Assistant Superintendent for College, Career and Military Readiness

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Mathematica, Inc. to provide Career Navigator training (CATS) and research. The Career Navigator World Education training is composed of four key competency areas that have been identified through research as important for successfully supporting adult learners. SAISD Adult and Community Education has been determined as eligible, and selected for this valuable training opportunity, which is encouraged by our grantor, the Texas Workforce Commission. SAISD Adult and Community Education will be monetarily compensated for participation in the evaluation design, collection and sharing of the researcher’s CATS evaluation data. The primary purpose of the CATS Evaluation is to provide evidence on the impact of providing training to career navigators on adult learner’s education and employment outcomes.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the proposed MOU with Mathematica, Inc. as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the District. Mathematica, Inc. will compensate SAISD Adult and Community Education for participation by direct deposit a total of \$1,800 divided into 2 payments.

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who

meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	SAISD Adult and Community Education
Board Meeting Date:	December 13, 2022
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and Mathematica, Inc..
Presenter:	Dr. Johnny Vahalik, Assistant Superintendent for College, Career and Military Readiness
Cost and Funding Source:	No cost to SAISD
If no cost to the District, what is the approximate value of goods/services being provided?	The CATS training will enhance the wrap-around services currently offered by SAISD Adult and Community Education and Mathematica, Inc. will compensate SAISD Adult and Community Education for participation by direct deposit a total of \$1,800 divided into 2 payments.
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
900+	0	10+	0	0	0

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>This is an expansion of the program.</p> <p>This MOU agreement with Mathematica, Inc. will enhance the College and Career wrap-around services currently offered by SAISD Adult and Community Education. The goal of the CATS training and research is to promote a positive impact on adult learner’s education and employment outcomes.</p>
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MEMORANDUM OF UNDERSTANDING 50728X****

Between

MATHEMATICA INC.

And

San Antonio Adult and Community Education

This Memorandum of Understanding (“Agreement”), is made and entered into by and between **Mathematica Inc.**, a Delaware corporation, with offices located in Princeton, New Jersey (“Researcher”) and its subcontractors and consultants (collectively, the “Evaluation Team”) and the San Antonio ISD Adult and Community Education (“Adult Education Provider”), with offices located in San Antonio, TX, each a “Party” and collectively, “Parties, on the date of execution by the last signing Party below (“Effective Date”).

1. BACKGROUND, EVALUATION DESIGN, AND LEGAL AUTHORITY

- 1.1 Adult Education Provider is a grantee of state funds administered by the U.S. Department of Education (the “Department”) to provide adult education services as authorized by and in the Adult Education and Family Literacy Act (AEFLA), Title II of the Workforce Innovation and Opportunity Act (WIOA). As a recipient of AEFLA funds, Adult Education Provider is participating in an evaluation called “Connecting Adults to Success: Evaluation of Career Navigator Training (“the CATS Evaluation” or the “Evaluation”) being conducted by Researcher under and in accordance with Researcher’s Contract #91990018C0057 with the National Center for Education Evaluation and Regional Assistance (NCEE) of the Department’s Institute of Education Sciences (IES) (the “IES Contract”).
- 1.2 The Department provides grants to states to fund local programs that provide adult education and literacy programs. The Evaluation focuses on providers’ adult education services that assist adults in the transition to postsecondary education and training. A key mechanism used by programs to facilitate these transitions is to have designated staff whose explicit and primary role is to advise learners in career and college planning. These designated staff may be referred to variously by the Adult Education Providers as “college and career advisors” or “career service specialists” or “transition coordinators” or a similar title; however, for purposes of the Evaluation and this Agreement these designated staff will be referred as “career navigators”, which encompasses roles otherwise referred to as “college and career advisors” or “career service specialist” or “transition coordinators” or a similar title.
- 1.3 The purpose of the CATS Evaluation is to provide evidence on the impact of providing training to career navigators on adult learners’ education and employment outcomes.
- 1.4 The CATS Evaluation will address the following research questions:
 - 1.4.1 What are the impacts of providing training to career navigators on learners’ further education, including completion of high school equivalency, enrollment in postsecondary education, credit accrual, and credential completion?
 - 1.4.2 What are the impacts of providing training to career navigators on learners’ workforce outcomes, including employment and earnings?
 - 1.4.3. Does providing training to career navigators affect learner participation in career navigation services, the types of learners served, and the nature of the services provided?
- 1.5 To answer these research questions, Researcher will collect and analyze qualitative, quantitative, and administrative data from Adult Education Provider (“Evaluation Data”) as described in **Appendix A (“EVALUATION DESIGN AND COLLECTION AND SHARING OF EVALUATION DATA”)**, which is

incorporated in this Agreement by this reference. The information and data collected, shared and/or otherwise accessed under this Agreement is referred to collectively as "Evaluation Data".

- 1.6 The CATS Evaluation constitutes a legitimate educational interest under applicable provisions of the Family Educational Rights and Privacy Act (FERPA), including 34 CFR 99.31(a) and 24 CFR 99.35(a), for the collection, use, and sharing of the data described herein by Adult Education Provider and Researcher. FERPA allows disclosure of personally identifiable information to Authorized Representatives for an audit or evaluation of a Federal or State supported education program, without parental consent, for an audit or evaluation of a Federal or State supported education program. The Secretary of the U.S. Department of Education is an agency official with the authority to appoint Researcher and the Evaluation Team as Authorized Representatives of the Secretary under this Project. Pursuant to the authority granted to Researcher and the Evaluation Team under 34 CFR 99.35(a), Researcher and the Evaluation Team shall abide by all the data disclosure and data destruction requirements of 34 CFR 99.35(b).
- 1.7 The purpose of this Agreement is to describe the Evaluation design and the nature of the collaborative efforts between and among the Parties, and to specify the roles and responsibilities of Researcher and Adult Education Provider to carry out the CATS Evaluation funded by the Department, including the collection and sharing of Evaluation Data as described in Appendix A.

2. DESCRIPTION OF DATA EXCHANGE AND DATA USE

- 2.1 Adult Education Provider agrees to the data collection and sharing activities described herein and in Appendix A with security features described in Section 4 below, with Researcher, at a minimum, being subject to the data privacy and security requirements of its IES Contract.
- 2.2 Researcher will disclose the personally identifiable information ("PII") of adult learners who consent and enrolled in the Evaluation to the National Student Clearinghouse, the Federal Student Aid database held at ED, and the National Directory of New Hires from the U.S. Department of Health and Human Services to obtain learner outcome data.
- 2.3 At the conclusion of the Evaluation, Researcher will provide Evaluation Data, which will include PII, to IES via a secure file transfer protocol in accordance with Researcher's IES Contract. IES and its designated contractor(s) may use these data to collect long-term follow up on the education and employment outcomes of learners enrolled in the Evaluation.
- 2.4 Except as otherwise provided herein or under its IES Contract, Researcher may not disclose the Evaluation Data to any third party for any reason without prior written consent from Adult Education Provider. Notwithstanding the foregoing, Researcher may:
 - (a) Utilize agents and subcontractors, provided that (i) such agents and subcontractors agree in writing to be bound by the same terms and conditions that apply to Researcher through this Agreement, and (ii) Researcher agrees to provide a list of such agents or subcontractors to Adult Education Provider upon request.
 - (b) Disclose Evaluation Data if required by law.

3. INSTITUTIONAL REVIEW BOARD APPROVAL

If Institutional Review Board approval is required by the Adult Education Provider, Researcher will provide documentation of such approval.

4. DATA PRIVACY AND SECURITY

- 4.1 Researcher will implement reasonable administrative, technical, physical, and organizational safeguards to protect the security, confidentiality, integrity, and availability of Evaluation Data that are consistent with prevailing industry best security practices and any security measures that are required by applicable privacy and security Laws, including (i) all applicable U.S. federal (including the Family Educational Rights and Privacy Act [FERPA], 20 U.S.C. § 1232g; 34 CFR Part 99, and the Education Sciences Reform Act [ESRA], Title I of P.L. 107-279), if applicable), state, and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to privacy, confidentiality, security, or breach notification of PII, and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.
- 4.2 Researcher will put procedures in place to safeguard the confidentiality and integrity of PII, to place limitations on its use, and to maintain compliance with applicable privacy laws. Researcher will require all Evaluation Team members to comply with the data privacy terms and conditions of this Agreement and all applicable provisions of FERPA and other laws with respect to the data and information shared under the Agreement.
- 4.3 Researcher agrees to maintain all Evaluation Data in a secure physical or digital environment and not copy, reproduce, or transmit such data, except as necessary. All copies of data of any type, including any modifications or additions to data from any source that contains Evaluation Data, are subject to the provisions of this Agreement in the same manner as the original information.
- 4.4 Researcher agrees to require and maintain an appropriate confidentiality Agreement from each Evaluation Team member with access to the Evaluation Data.
- 4.5 Researcher shall ensure that Evaluation Team members do not disclose or otherwise release reports relating to an individual, or information relating to a group, category of individuals, or site without ensuring the confidentiality of individuals in that group or site. Publications and reports of these data and information related to them must include only aggregate data and no PII or other information that could lead to the identification of any individual.
- 4.6 Researcher will not provide any data obtained under this Agreement to any entity or person except as permitted by this Agreement and applicable law.
- 4.7 Except as otherwise provided herein, Researcher will destroy, and will cause members of the Evaluation Team to destroy, all data in its original form obtained from Adult Education Provider under this Agreement upon termination of the Agreement under Section 8 when no longer needed for the Evaluation and related research. Researcher agrees to require all Evaluation Team members to comply with this provision.
- 4.8 In the event that Researcher determines that returning or destroying all of the data received from Adult Education Provider under this Agreement is not feasible, including for reasons related to ongoing research and/or obligations under the Researcher's IES Contract and/or obligations to IES, including but not limited to, the production of all deliverables, the completion of all analyses, and submission and publication of all reports, Researcher will provide to Adult Education Provider notification of the conditions that make the return or destruction not feasible, and shall extend the

protections of this Agreement to such data, and limit further uses and disclosures of such data to those purposes that make return or destruction not feasible, for so long as the Party maintains such data.

5. PUBLICATIONS AND REPORTS

Researcher has the right, consistent with scientific standards, to publish, present, or use the Evaluation results from the Evaluation but only if the publication, presentation, or use does not permit personal identification of students, school/site personnel, or the Adult Education Provider.

6. RESTRICTED USE FILES

To ensure that other researchers can access the Evaluation Data, IES requires that Researcher create a restricted-use file from the data used in their analyses. The data are completely stripped of any identifiers; no students, schools, sites, staff, districts, or grantees can be directly identified in the file. IES restricts access to researchers who apply to use the data for a specific purpose and agree to the Department of Education’s strict limitations on the data’s use.

7. BREACH NOTIFICATION OBLIGATIONS

Researchers will notify Adult Education Provider promptly upon confirmation of any unauthorized use or disclosure of Evaluation Data and will cooperate with Adult Education Provider in every reasonable way to regain control of such data and mitigate the consequences of its disclosure and to prevent its further unauthorized use.

8. TERM AND TERMINATION

This Agreement will commence on the Effective Date and will continue through completion of the Evaluation Team’s work in connection with the Evaluation, including completion of all analyses, the publication of reports and submission of all deliverables under and in accordance with its Researcher’s IES Contract, which is anticipated to occur on or around June 30, 2027.

9. NOTICES

9.1 All notices required in relation to the contractual terms or compliance with the data privacy terms and conditions of this Agreement will be in writing and will be deemed given when delivered by hand; sent by courier or other express mail service, postage prepaid; or transmitted by facsimile or email with proof of delivery, addressed to the individuals identified below. The designation of individuals for receipt of notices may be changed by a Party’s written notice to the other Party.

RESEARCHER	ADULT EDUCATION PROVIDER
Susan Boudreau Vice President & Deputy General Counsel Mathematica Inc. 600 Alexander Park <u>Princeton, NJ 08540</u> 609-297-4536 (P)	San Antonio ISD Adult & Community Education 1313 Guadalupe Street San Antonio, TX 78207 210-554-2450 (O) dvolz@saisd.net

sboudreau@mathematica-mpr.com	
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9.2 The points of contact for technical issues regarding the exchange, storage and security of the Evaluation Data and related technical issues are:

Researcher: Lisbeth Goble, Senior survey Researcher, Mathematica
Email: LGoble@mathematica-mpr.com

Adult Education Provider: Darlene Volz, Director, Adult & Community Education
Email: dvolz@saisd.net]

10. MISCELLANEOUS

10.1 **Entire Agreement; Modifications.** This Agreement, which includes Appendix A, contains the complete Agreement of the Parties with regard to the subject matter hereof, and may be changed or amended only in a writing signed by the Parties hereto, except that programmatic issues (e.g. schedule changes, minor changes in data requests) may be revised via email notification under Section 10.1 unless either Party requests a formal amendment of this MOU, in which case a formal amendment to the MOU will be prepared and signed by both Parties.

10.2 **Assignment.** This Agreement will not be assigned by any Party without the express written consent of all other Parties.

10.3 **Choice of Law.** This Agreement will be governed by the laws of the State in which the Adult Education Provider is located without regard to conflict of laws principles thereof.

10.4 **Counterparts; Electronic Signatures.** This Agreement may be executed in facsimile or PDF format in one or more counterparts, each of which will be an original, but all of which will together constitute one and the same instrument.

10.5 **Conflicts.** In the event of a conflict between this Agreement and any other Agreement between the Parties, the terms of this Agreement will control.

In witness whereof, the Parties, through their authorized representative(s), have executed this Agreement on the Effective Date as defined above.

<p>MATHEMATICA INC.</p> <p>By (Signature): _____ Print Name: Toyin Tomori Title: Director, Contracts Administration Date: _____</p>	<p>San Antonio ISD Adult and Community Education</p> <p>By (Signature): _____ Print Name: Dr. Jaime Aquino _____ Title: Superintendent _____ Date: _____</p>
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**Appendix A
to
Agreement
Between RESEARCHER and San Antonio Adult and Community Education**

EVALUATION DESIGN AND COLLECTION AND SHARING OF CATS EVALUATION DATA

This Appendix A is incorporated into the Agreement to which it is attached and describes the Evaluation design and data to be collected by Researcher and its Evaluation Team or otherwise to be provided by Adult Education Provider to be used in connection with the CATS Evaluation led by Researcher for IES under the IES Contract. Unless otherwise specifically indicated, terms used in this Appendix A herein are defined in the Agreement to which it is attached.

1. EVALUATION DESIGN AND IDENTIFICATION OF PARTICIPATING ADULT EDUCATION PROVIDERS

1.1 The CATS Evaluation will provide evidence on the impact of providing training to career navigators on adult learners' education and employment outcomes. It will address the following key research questions:

- 1.1.1 What are the impacts of providing training to career navigators on learners' further education, including completion of high school equivalency, enrollment in postsecondary education, credit accrual, and credential completion?
- 1.1.2 What are the impacts of providing training to career navigators on learners' workforce outcomes, including employment and earnings?
- 1.1.3. Does providing training to career navigators affect learner participation in career navigation services, the types of learners served, and the nature of the services provided?

1.2 To answer these research questions, the Evaluation Team will implement a randomized controlled trial (RCT) of approximately 64 adult education providers across multiple states. The experiment will be conducted in two cohorts, with the first receiving training in fall 2022 or fall 2024 and the second in receiving training from early spring 2023 to spring 2025. Random assignment for the first cohort took place in August 2022, with 40 providers randomly assigned to receive training in either fall 2022 or fall 2024. Among adult education providers participating in the second cohort, the Evaluation Team will randomly assign half of the adult education providers to a training group in which the providers' career navigators receive one of two career navigation trainings in early spring 2023 ("the 2023 training group"), and the other half of providers to a training group that receives training in spring 2025 ("the 2025 training group"). Randomly assigning providers to the 2023 and 2025 training groups will allow the Evaluation Team to compare the outcomes of adult learners who are enrolled at providers that received access to the training in 2023 to the outcomes of learners enrolled at providers who will not participate in the training until 2025.

- 1.3 The Evaluation Team has worked with the Adult Education Provider to confirm that it meets the eligibility requirements to participate in cohort 2 of the CATS Evaluation.
- 1.4 The Evaluation Team agrees to provide training to the Adult Education Provider's [2] dedicated career navigators. In the event that the Adult Education Providers in the 2023 training group experience turnover in the career navigator position or hire additional dedicated career navigators, the Evaluation Team will provide training to new career navigators hired after the initial round of training through winter 2024. If Adult Education Provider is in the 2025 training group, the Evaluation will offer the training to up to [2] career navigators employed at the time of training.
- 1.5 The Evaluation Team will randomly assign the Adult Education Provider to either the 2023 training group in which its career navigators receive access to one of two career navigation trainings or to the 2025 training group that receives delayed training two years later. Random assignment is expected to occur in early 2023. By agreeing to participate in the Evaluation, Adult Education Provider agrees to proceed with the training in 2023 if they are assigned to do so, or to continue with their usual training practices if not and receive delayed training two years later. As described in Section 2 of this Appendix, if selected to receive the career navigation training as part of the 2023 training group, Adult Education Provider will ensure its career navigators participate in the specified training.
- 1.6 If Adult Education Provider is assigned to the 2023 training group, it agrees not to share training materials, information, or practices from the trainings with providers that are assigned to continue with their usual practices. This is important because sharing of such information during the 2-year Evaluation period could cause the Evaluation to come to the wrong conclusions about the effectiveness of the career navigation training. The Evaluation Team will remind Adult Education Providers receiving the training in 2023 that they are *not to share* materials or content with providers continuing their usual practices while the Evaluation is being conducted.
- 1.7 If Adult Education Provider is assigned to the 2025 training group, it agrees to continue to provide their usual training and *not to introduce new training for career navigators focused on the four key competency areas during the 2-year Evaluation period (spring 2023-spring 2025)*. This is important because providing additional training during the 2-year Evaluation period could cause the Evaluation to come to the wrong conclusions about the effectiveness of the career navigation training. The Evaluation Team will remind Adult Education Providers receiving the training in 2025 that they are *not to provide additional training to career navigators focused on the four key competency areas* while the Evaluation is being conducted.

2. DESCRIPTION OF CAREER NAVIGATOR TRAINING

- 2.1. The Researcher is partnering with two nationally recognized training organizations to provide training to participating adult education providers. Each participating provider will indicate if they have a strong preference for the training provided by one of the training organizations. The Adult Education Provider understands that the Evaluation Team cannot guarantee that they will receive their preferred training. If selected to receive the training in the 2023 training group, Adult Education Provider agrees to require and allow time for career navigators to receive the training to which they are assigned, while those not selected will continue with their usual training practices and receive delayed training two years later.
- 2.2 The two trainings were selected for the Evaluation for the following reasons:

- 2.2.1 The trainings have content that covers the four key competency areas that the Evaluation Team identified as important for successfully supporting adult learners. The Evaluation Team identified four key competency areas for career navigators through a review of the literature on career navigation in adult education, consultation with adult education practitioners and experts, and interviews with state adult education directors and organizations that support adult learners. The four key competency areas are: (1) knowledge of the adult learner population and soft skills for working with adult learners, (2) knowledge of resources available to learners and skills to build and maintain strong partnerships inside and outside of the organization, (3) knowledge of learner skills that can lead to success and skills to help learners develop these skills, and (4) knowledge of career pathways and skills to gather and analyze information to help learners make decisions.
- 2.2.2 The training organizations have a demonstrated track record of providing training to those in the career development field.
- 2.3 The two trainings, both of which include online instruction paired with additional activities, are:
 - 2.3.1 World Education’s Navigating Pathways to Opportunity: Comprehensive Student Supports Training Course. This is an approximately 24-hour, 6- to 8-week course. Before taking this training, career navigators would first take a prerequisite 3-hour, self-paced course that reviews the core functions and responsibilities of career navigators. Career navigators would then take the training, which involves independently completing online modules and activities, participating in discussion boards, and developing their own Navigator Program Plan that they can use in practice with the adult learners they serve. See Attachment A.1 for further description of this training.
 - 2.3.2 The National Career Development Association’s Facilitating Career Development Training Course. This is an approximately 120-hour, 12- to 15-week course. The training blends online synchronous instruction led by a certified instructor with independent activities and field work. Independent online work consists of reading training materials, completing required assignments, and participating in discussion boards. The field work includes visiting sites of interest, such as American Job Centers of the workforce development system, and practicing skills learned in the training with the adult learners they serve. See Attachment A.2 for further description of this training.

3. DESCRIPTION OF ADMINISTRATIVE DATA REQUEST

As part of the Evaluation, the Adult Education Provider will provide Researcher the Evaluation Data necessary to complete the Approved Research Project. Adult Education Provider will be asked to upload program records of adult learners participating in the Evaluation (see Section 4) to a secure website controlled by Researcher. These data to be collected in early 2024 and early 2025 will allow the Evaluation Team to describe the characteristics of learners at Evaluation enrollment, document the adult education services the learners receive, and estimate impacts of the Evaluation’s training on learners’ basic skills and persistence. The Researcher has provided Adult Education Provider with a detailed list of data needed for the Evaluation. See Attachment A-3 for the list of requested data elements. In determining Adult Education Provider’s eligibility for the CATS Evaluation, a member of the Evaluation Team reviewed the data requested in detail with a representative from the Adult Education Provider who is most familiar with these data. To securely transmit

the data to the Evaluation Team, Researcher will establish a password-protected, secure file transfer site for use by Adult Education Provider.

4. DESCRIPTION OF ADULT LEARNER ENROLLMENT INTO THE EVALUATION

4.1 By agreeing to participate in the Evaluation, Adult Education Provider agrees to enroll adult learners who are 18 years or older in the Evaluation. The Evaluation Team will work with the Adult Education Provider to integrate the Evaluation enrollment process into their normal enrollment procedures. Adult enrollment into the Evaluation will include:

4.1.1 **Inform learners about the Evaluation.** Adult Education Provider will inform each learner who is eligible for career navigation services about the Evaluation and encourage their participation.

4.1.2 **Obtain learner consent.** Adult Education Provider will obtain consent from new and returning learners through RAPTER®, a secure, web-based system, so that the Evaluation Team can identify adult learners who agree to participate in the Evaluation. Only learners who agree to participate in the Evaluation will be included in data collection activities. Adult Education Provider will also document any learner’s refusal to participate.

4.1.3 **Administer the learner intake form.** New and continuing learners who consent will complete the intake form as they enroll for the summer or fall 2023 term (from about mid-June 2023 through mid-September 2023). The form will collect information on learner-reported plans and goals and learner demographic, employment, and education backgrounds. This process will be administered in RAPTER®, which uses drop-down menus and response categories to minimize data entry burden. The Researcher also will work with the Adult Education Provider to collect any of the required learner information, such as social security number, that is already available in program records in order to avoid duplication of the information collected from learners.

4.1.4 **Provide small token.** For appreciation of their completion of the Evaluation enrollment procedures, learners will receive a small token of appreciation from the Evaluation Team.

4.2 The Evaluation Team will train Adult Education Provider staff on the Evaluation’s enrollment procedures and the use of RAPTER®.

4.3 As part of the enrollment process, the Adult Education Provider enrollment staff will respond to questions regarding the adult learner’s likely engagement in career navigation services. The Evaluation Team will use this information to predict take-up of career navigation services.

4.4 The Evaluation Team will work with Adult Education Provider to make sure that there is no duplication of data requests or input by the staff conducting program and CATS Evaluation enrollment.

5. DESCRIPTION OF OTHER EVALUATION DATA COLLECTION ACTIVITIES

As part of the Evaluation, the Evaluation Team will collect the following Evaluation Data necessary to complete the Approved Research Project, for Adult Education Providers in both the 2023 and 2025 training groups, unless otherwise specified:

- 5.1 **Career navigator baseline survey.** The Evaluation Team will administer a baseline survey to career navigators in early 2023 to understand career navigators’ background characteristics, experiences, prior professional development, and current career navigator practices.
- 5.2 **Career navigator follow-up survey.** The Evaluation Team may administer a follow-up survey to career navigators in early 2025 to understand any changes to their career navigator practices.
- 5.3 **Program director interview.** The Evaluation Team will conduct a phone interview with the Adult Education Provider program director in early 2023 to collect information on the services typically provided by career navigators, any training that career navigators typically receive, and contextual factors that might influence the effectiveness of the Evaluation’s training.
- 5.4 **End-of-training implementation surveys.** The Evaluation Team will administer hard copy or electronic surveys to career navigators that attend training as part of the 2023 training group. The survey will measure the career navigators’ perceptions of quality and usefulness of the Evaluation’s training.
- 5.5 **Cost records on providing training.** The Evaluation Team will collect data from program directors in the 2023 training group in spring/summer 2023 about their costs associated with participating in either the World Education or National Career Development Association training.
- 5.6 **Career navigator logs.** The Evaluation Team will collect data from career navigators in both the 2023 and 2025 training groups from spring 2023 through spring 2025 to measure the provision of services by navigators. Career navigators will record their one-on-one interactions with learners in the study’s web-based RAPTER® system.

6. COMPENSATION

- 6.1 Researcher will compensate Adult Education Provider with a total of \$1,800, divided into two payments: \$900 for providing the required program records data in early 2024 and \$900 for providing the required administrative data in early 2025.
- 6.2 Adult Education Provider will receive payment by direct deposit.
- 6.3 If Adult Education Provider is randomly selected to have its career navigators receive training in the 2023 training group, Researcher will compensate career navigators for hours spent in study-provided training outside of regular work hours. Researcher will compensate existing career navigators and new career navigators hired after the initial round of training through winter 2024.
 - 6.3.1 If career navigators attend the World Education training in 2023, then Researcher will compensate up to 24 hours spent in training outside of work hours. If career navigators attend the National Career Development Association training in 2023, then Researcher will compensate up to 120 hours spent in training outside of work hours.
 - 6.3.2 Researcher will compensate career navigators \$30 per hour spent in training outside of work hours.

7. INSTITUTIONAL REVIEW BOARD (IRB)

The Evaluation Team will comply with all applicable federal and state regulations and requirements for participation in research. The Evaluation Team’s data collection instruments will undergo review by the U.S. Office of Management and Budget and the HML IRB.

8. SCHEDULE OF MAJOR EVALUATION ACTIVITIES

Time period	Activities for all participating adult education providers	Additional activities for adult education providers selected by lottery for the 2023 training group
Winter/spring 2023	<p>The Evaluation Team will randomly assign participating sites to receive the career navigator training or continue with their usual training practices from spring 2023 through spring 2025.</p> <p>The Evaluation Team will conduct phone interviews with program directors to collect information on the services typically provided by career navigators at the sites, any training that navigators typically receive, and contextual factors that might influence the effectiveness of the Evaluation’s training.</p> <p>The Evaluation Team will administer a baseline survey to career navigators on their background characteristics, experiences, and prior professional development.</p>	<p>Career navigators in the 2023 training group will receive training.</p> <p>After training, the Evaluation Team will administer hard copy or electronic surveys to career navigators to measure the career navigators’ perceptions of quality and usefulness of the Evaluation’s training.</p> <p>After the training, the Evaluation Team will collect data from program directors to determine the cost of participating in the training.</p>
Summer/early fall 2023	Staff of the Adult Education Provider will enroll learners in the Evaluation by having them provide their consent to participate in the Evaluation and to complete the Learner intake form.	None.
Spring 2023 through spring 2025	The Evaluation Team will collect data from career navigators to document services provided.	None.
Early 2024	<p>Adult Education Provider will upload program records of learners enrolled in the Evaluation to a secure website maintained by Researcher.</p> <p>The Evaluation Team may administer a follow-up survey to career navigators in winter 2023 to understand any changes to their career navigator practices.</p>	None.
Early 2025	Adult Education Provider will upload program records of learners enrolled in the Evaluation to a secure website maintained by Researcher.	None.

9. THE ADULT EDUCATION PROVIDER’S PARTICIPATING LOCATIONS

Adult Education Provider serves adult learners in multiple locations. Those locations participating in the CATS Evaluation include:

Margarita Huantes Learning Center
 1411 Guadalupe Street
 San Antonio, TX 78207

American Sunrise

2007 W. Commerce Street
San Antonio, TX 78207

Presentation Ministries
2003 Ruiz Street
San Antonio, TX 78207

ATTACHMENT A.1. World Education’s Navigating Pathways to Opportunity: Comprehensive Student Supports Training Course



Connecting Adults to Success: Evaluation of Career Navigator Training

Navigating Pathways to Opportunity Online Training Course National College Transition Network at World Education, Inc.

The Navigating Pathways online training helps career navigators understand the key components of college and career navigation and explore the skills, resources, and partnerships they need to be an effective navigator.

 **Duration:** Approximately 24 hours over 6 weeks, plus 3 hours to complete the pre-requisite (see below).

 **Format:** Online facilitated training. Trainees independently complete online modules, participate regularly in discussion boards, and complete required activities weekly. Course facilitators provide weekly summaries of course content, facilitate discussion board activity, and provide feedback on weekly assignments.

 **Weekly commitment:** Approximately 3 to 4 hours per week. The online format allows trainees to work on weekly course assignments at their convenience, but trainees must complete these assignments on schedule to successfully complete the course.

 **Completion:** Career navigators who successfully complete the training requirements, which include developing a Navigator Program Plan to use with adult students, receive a certificate of completion.

 **Content:** The training includes the five modules described below.

Module	What will career navigators be prepared to do after completing the course?
Building Networks of Support for Students	<ul style="list-style-type: none"> Identify key partners and stakeholders Identify additional types of community and other organizations to engage in a network of student support Identify the type of information to gather regarding services, eligibility criteria, points of contact, and potential for collaboration on student recruitment and support Identify organizations to contact for further outreach
Clearing the Pathway: Navigator Communications Tools	<ul style="list-style-type: none"> Describe some of the cultural factors, including the influence of family and friends, that shape career decisions Apply the three keys to active listening (Pay attention, Listen, Reflect back) Assess one’s own active listening skills Apply motivational interviewing principles and techniques to student scenarios
Laying a Foundation for Success	<ul style="list-style-type: none"> Describe the type of program information to include in student recruitment materials, such as targeted career and educational pathways, the intake and assessment process, and student eligibility criteria Develop questions for intake into career navigation services Develop a well-intentioned intake process and set of tools Include intake activities in the Navigator Program Plan (to use with students)
Career Pathway Planning	<ul style="list-style-type: none"> Identify the elements of a career planning model Assess and adapt career planning tools Choose career planning activities for the Navigator Program Plan
Designing Your Navigation Program	<ul style="list-style-type: none"> Describe a process for documenting interventions, outcomes, and next steps Determine timing and delivery of array of comprehensive non-academic supports Implement a Navigator Program Plan

Pre-requisite: The 3-hour, self-paced [Finding True North \(FTN\) - Role of the Navigator course](#). Finding True North identifies the types of supports that adult students need to be prepared for college and careers and introduces the core functions and responsibilities of the career navigator.



ATTACHMENT A.2. The National Career Development Association's Facilitating Career Development Training Course



Connecting Adults to Success: Evaluation of Career Navigator Training

Facilitating Career Development Training National Career Development Association

The Facilitating Career Development training provides career navigators with relevant skills and knowledge to help adult learners plan careers and obtain meaningful work.



Duration: Approximately 120 hours over 12 to 15 weeks.



Format: A combination of online synchronous instruction, online activities, and fieldwork components. Trainees participate in a minimum of 24 hours of scheduled, synchronous instruction. The remaining instructional time includes online work (approximately 70-80 hours) and independent fieldwork (up to 30 hours). Online work consists of reading provided training materials, completing required assignments, and participating in discussion boards. Independent fieldwork consists of visiting sites of interest, such as workforce development centers, and practicing skills in your own workplace.



Weekly commitment: Approximately 8 to 12 hours per week comprising 1.5-2.5 hours of scheduled, synchronous instruction and 6 to 9 hours of self-paced instruction. The self-paced components allow trainees to work at their convenience, but trainees must complete assignments on schedule to successfully complete the course.



Completion: Career navigators who successfully complete the training requirements will receive a certificate of completion and can apply for the Certified Career Services Provider (CCSP) credential.



Content: This course covers the 12 core competencies described below.

Core competency	What will career navigators be prepared to do after completing the course?
Helping Skills	Be proficient in the basic career facilitating process while building productive interpersonal relationships.
Labor Market Information and Resources	Understand labor market and occupational information and trends. Be able to use current resources to help adult learners find jobs.
Assessment	Comprehend and use both formal and informal career development assessments with emphasis on identifying ones appropriate to the population served.
Diverse Populations	Recognize special needs of various groups, such as adult learners, learners with disabilities, and learners who are justice-involved, and adapt services to meet their needs.
Ethical and Legal Issues	Follow National Career Development Association Code of Ethics and know current legislative regulations.
Career Development Models	Understand career development theories, models, and techniques as they apply to lifelong development, age, gender, and ethnic background.
Employability Skills	Know job search strategies and placement techniques, especially in working with specific groups, such as adult learners, learners with disabilities, and learners who are justice-involved.
Training Clients and Peers	Prepare and develop materials for training programs and presentations.
Program Management and Implementation	Understand career development programs and their implementation and work as a liaison in collaborative relationships with other staff within and outside one's organization to support adult learners.
Promotion and Public Relations	Learn how to market and promote career development programs.
Technology	Comprehend and use career development computer applications.
Consultation	Accept suggestions for one's own performance improvement from consultants or supervisors.



ATTACHMENT A.3. ADULT EDUCATION PROVIDER RECORDS REQUEST

OMB Number:

Expiration Date:

Student-level adult education provider records - requested variables

This document includes a list of requested variables for student-level records from adult education provider's internal databases, in three categories: student characteristics, educational history, and course/program information.

Student characteristics	Description
Student ID or other variable required for linking across files	Identifier used by adult education program
First name, Last name	First name, Last name
Social security number	Social security number
Date of birth	Date of birth
Gender	Gender
Race	Race, as collected by the programs
Ethnicity	Hispanic vs. non-Hispanic
US citizen	Learner is a US citizen (Yes/No)
Native English speaker	Learner is a native English speaker (Yes/No)
Marital status	Marital status
Number of biological children	Number of biological children
Number of custodial children under age 18	Number of children under age 18 for which the learner has primary custody
Disability status	Learner self-identified as having a disability (Yes/No)
Residence	Place of primary residence (city and state, zip code, county)
Employment status at enrollment	Employment status (e.g., part-time, full-time, not employed) at the time of enrollment in adult education program
Income at enrollment (salary or wage information)	Income or wage at all jobs at the time of enrollment in adult education program

Educational history	Description
High school completion status	Learner completed high school I(Yes/No)
High school equivalency certificate	Learner certificate type (if any) for high school equivalency certificate
Date of high school graduation or high school equivalency certificate	Month and year of high school graduation or high school equivalency certificate
Highest grade completed	Highest grade completed
Foreign trained	Learner received primary education outside of the US (yes/no)
Other degrees held	Other degrees obtained by the learner outside of adult education setting

Adult Education Course and Program information	Description
Year of first enrollment in adult education	Year of first enrollment in adult education
Enrollment in adult education program types (e.g., IET)	Names of adult education programs the learner is enrolled in
Course name	Name of adult education course
Course instruction type (e.g., ABE, ASE, ESL, IET, IELCE)	Category of instruction based on standard adult education categories
Course level	Level of course
Course ID	Course ID
Course dates	Dates of course enrollment
Course total hours completed	Course total hours completed
Course completion status	Course completion status (e.g., complete, dropped out, still enrolled)
Course credit (when relevant)	Course credits received
Short course description	Short course description
Education functioning assessment	Education functioning assessment taken (e.g., TABE, CASAS)
Education functioning assessment scores	Score on education functioning assessment
Score on high-school equivalency test taken at adult education provider	Score on high-school equivalency test taken at adult education provider
Credentials, or certificates received from adult education	Credentials, or certificates received from adult education

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Guaranteed Maximum Price for the 2020 Bond Project at Rogers Middle School

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Kenneth Thompson, Deputy Superintendent of Operations

PRESENTER: Kamal ElHabr, Interim Senior Executive Director for Construction & Development Services

MEETING DATE: December 13, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Guaranteed Maximum Price (GMP) for the 2020 Bond Project at Rogers Middle School. The GMP was prepared by the construction manager, Flintco, LLC, and was based on construction documents prepared by Pfluger Architects, Inc.

On December 13, 2021, the Board approved the schematic design for Rogers Middle School to include a new Competition Gymnasium along with Athletics and Physical Education support spaces. The renovation of an existing Gymnasium building into a Fine Arts facility. The second existing gymnasium will be renovated with updated interior finishes. All facilities will receive mechanical, electrical, and plumbing upgrades. The site will receive a new bus loop along with an increase in parking spaces. This project is currently anticipated to be completed in July 2024.

Recommended guaranteed maximum price is within the allowable escalation range necessary to maintain material prices and subcontractor participation to meet the desired schedule.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the Guaranteed Maximum Price for the 2020 Bond project at Rogers Middle School and to authorize the Superintendent to execute all associated contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through Bond 2020 Funds: 661-81-6629-00-057-99-M-10

Flintco, LLC

GMP	\$	21,691,281.00
Owner Contingency	\$	250,000.00
Total Award	\$	21,941,281.00

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



11-15-2022
San Antonio Independent School District
Yvonne Little
Construction and Development Services / Director of Planning Construction
1270 W. Summit Ave.
San Antonio, TX 78201

Guaranteed Maximum Price (GMP) Consideration

Project: Harry H. Rogers Middle School – 2020 Bond Project
315 Galway Street
San Antonio, Texas 78223

Project Summary; the 2022 Bond will provide a new Competition Gymnasium along with Athletics and Physical Education support spaces. The renovation of an existing Gymnasium building into a Fine Arts facility. The second existing gymnasium will be renovated with updated interior finishes. All facilities will receive mechanical, electrical and plumbing upgrades. The site will receive a new bus loop along with an increase in parking spaces.

There are no objections for the proposed Gross Maximum Price dated October 28, 2022 of twenty-one million six hundred ninety one thousand three hundred eighty one dollars (\$21,691,381.00) for the Harry H. Rogers Middle School project.

Respectfully,

Sincerely,

Frank DeLaRosa | Project Manager



San Antonio Independent School District
Bond 2020 Rogers Middle School
CMAR# 21-061(RC) GMP 1 Revision 4
San Antonio, TX
October 28th, 2022

Executive Project Summary

The Guaranteed Maximum Price (GMP) for the Harry H. Rogers Middle School Modernization includes all scope of work as listed in the Contract Documents listed under Section 4 – List of Documents and as qualified under Section 7 – Clarifications, Assumptions.

This project consists of one (1) GMP and has been procured in one (1) proposal package.

This GMP includes the structural modifications, MEP system improvements, partial roofing replacements, architectural finish out, sitework, landscaping and the remaining trades necessary to complete the total scope of work of the project. The GMP 1 package bid on October 13th, 2022.

The anticipated release for work on the GMP 1 package is December 13th, 2022. The anticipated date for Substantial Completion for the project is June 3rd, 2024. The Final Completion date is anticipated to be July 1st, 2024. The details regarding the Project Schedule are provided under Section 5 – Project Schedule.

Guaranteed Maximum Price (GMP) Summary

COST OF WORK	\$19,039,272
BONDS AND INSURANCE	\$744,583
CONSTRUCTION CONTINGENCY (3.00%)	\$571,178
ESCALATION CONTINGENCY (2.00%)	\$380,785
GENERAL CONDITIONS	\$1,142,356
CM FEE (2.75%)	<u>\$585,942</u>
TOTAL	\$22,464,177
ACCEPTED VA OPTIONS	(\$1,223,724)
ACCEPTED ALTERNATE #02	<u>\$450,988</u>
GMP TOTAL	\$21,691,381

- Funding Source: Local – 167-11-6639-00-003-22-000 - \$ 10,359
State – 421-11-6639-00-003-22-000 - \$196,816
Local - 167-11-6639-00-004-22-000 - \$ 11,280
State – 421-11-6639-00-004-22-000 - \$214,320

VENDOR

Anatontage, Inc.

AWARD AMOUNT

\$432,775 approximately

3. Be it resolved that the Board approve the purchase of Special Education direct Speech/Language Services. This purchase will provide special education services to students with disabilities in ages 3-21 for grades Pre-K – 12th for District-wide use on an “as needed” basis.
- Recommended by: Disability Services
 - Submitted by: Dr. Kristen Williams
 - Selection Method: CTPA - Judson ISD #21-03
 - Contract Term: Period covering December 14, 2022 through June 30, 2023
 - Funding Source: Federal – 224-11-6217-89-198-23-000 - \$132,880
Federal – 224-11-6217-89-198-23-002 - \$ 68,720

VENDOR

Soliant

AWARD AMOUNT

\$201,600 approximately

4. Be it resolved that the Board approve the purchase of opportunities for Early Childhood Education Students to experience music, dance, theatre and puppetry in the classroom throughout the school year. Professional artists will visit the classroom to engage students through active participation in their respective art form. This purchase will support a total of forty (40) Early Learning through the Arts Residencies will be offered to ECE classes over a two year period during 2022-2024 school year with a breakdown of twenty (20) in school residencies per year for District-wide use on an “as needed” basis.
- Recommended by: ECE/Head Start
 - Submitted by: Aleida Perez
 - Selection Method: Northeast ISD - #87-19
 - Contract Term: Period covering December 14, 2022 through June 30, 2024
 - Funding Source: Local – 480-11-6299-00-XXX-36-000

VENDOR

The Tobin Center for the Performing Arts

AWARD AMOUNT

\$100,000 approximately

5. Be it resolved that the Board approve the purchase of Kitchen Appliance Repairs and Installation Services of kitchen appliances, equipment and facilities. This purchase will utilize repair services on an “as needed” basis across all campuses and district-wide kitchens. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.
- Recommended by: Facilities Services
 - Submitted by: Fred Padilla

- Selection Method: Invitation for Bid – IFB #22-054(AS)
- Contract Term: Period covering December 14, 2022 through December 13, 2023 with the option to renew for four (4) additional one (1) year periods
- Funding Source: Federal – 240-35-6249-34-887-99-000

VENDOR

Mueller & Wilson, Inc.

AWARD AMOUNT

\$150,000 (annually) approximately

6. Be it resolved that the Board approve the purchase of Equipment Parts and Supplies to be utilized in the upkeep of District kitchen appliance, equipment and facilities. This purchase will be utilized on an “as needed” basis across all campuses and district-wide kitchens during repairs by SAISD Facilities personnel. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.
- Recommended by: Facilities Services
 - Submitted by: Fred Padilla
 - Selection Method: Invitation for Bid – IFB #22-068(AS)
 - Contract Term: Period covering December 14, 2022 through December 13, 2023 with the option to renew for four (4) additional one (1) year periods
 - Funding Source: Federal – 240-35-6249-34-887-99-000

VENDORS

All Points Food Service Parts & Supplies
Commercial Kitchen Parts & Service

AWARD AMOUNT

\$200,000 (annually) approximately

7. Be it resolved that the Board approve the purchase to replace and install Modernfold Acoustic-Seal Legacy Electric, continuously hinged, full electrically operated curtain wall. This purchase will have the curtain wall separate the cafeteria from the gym at Margil E.S.
- Recommended by: Facilities Services
 - Submitted by: Fred Padilla
 - Selection Method: Sole Source
 - Contract Term: Period covering December 14, 2022 through July 31, 2023
 - Funding Source: Bond 2016 – 651-51-6249-03-149-99-N-BP

VENDOR

deaSpecialties

AWARD AMOUNT

\$70,890 approximately

8. Be it resolved that the Board approve the purchase of a Boiler Replacement. New boiler, piping, insulation, condensate neutralization, carbon monoxide gas monitor with auto / manual reset function. This purchase will be for the Music Building at Edison H.S.
- Recommended by: Facilities Services
 - Submitted by: Manuel Salinas
 - Selection Method: Buyboard Purchasing Cooperative Contract #638-21
 - Contract Term: Period covering December 14, 2022 through January 31, 2023
 - Funding Source: Bond – 661-51-6249-00-003-99-H-10

VENDOR

Gillette Air Conditioning Co., Inc.

AWARD AMOUNT

\$114,664 approximately

9. Be it resolved that the Board approve the purchase of Remote Internet Service (E-Rate) for several satellite SAISD facilities. This purchase will provide Internet Access at the following facilities: Surplus Warehouse, Juvenile Detention, Healy Murphy, Fulton Warehouse, and Repair Shop, Adult & Community ED and Huantes 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: Information Technology
- Submitted by: Stephen Haskin
- Selection Method: Request for Proposal – RFP #22-050(RC)
- Contract Term: Period covering July 1, 2023 through June 30, 2024 with the option to renew for four (4) additional one (1) year periods
- Funding Source: Local – 199-51-6256-89-950-99-0-80

VENDOR

ENA Services, Inc.

AWARD AMOUNT

\$225,000 approximately
 \$45,000 – year 1, \$45,000 – year 2
 \$45,000 – year 3, \$45,000 – year 4
 \$45,000 – year 5

10. Be it resolved that the Board approve the purchase of Dedicated Internet Service (E-Rate) at the Central Office Data Center. This purchase will provide Internet Access to the Central Office facility as well as approximately half of the SAISD schools and offices 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: Information Technology
- Submitted by: Stephen Haskin
- Selection Method: Request for Proposal – RFP #22-051(RC)
- Contract Term: Period covering July 1, 2023 through June 30, 2026 with the option to renew for two (2) additional one (1) year periods
- Funding Source: Local – 199-51-6256-89-950-99-0-80

VENDOR

ENA Services, Inc.

AWARD AMOUNT

\$264,000 approximately
 \$52,800 – year 1, \$52,800 – year 2
 \$52,800 – year 3, \$52,800 – year 4
 \$52,800 – year 5

11. Be it resolved that the Board approve the three (3) year purchase of Varonis Data Protection and Audit. This purchase will provide data security, governance and protection through continuous monitoring and analysis of district cloud and server storage on an “as needed”

basis.

- Recommended by: Information Technology
- Submitted by: Evangelina Mendoza
- Selection Method: Purchasing Cooperative - OMNIA #2018011-02
- Contract Term: Period covering December 14, 2022 through February 28, 2025
- Funding Source: State – 197-53-6399-65-950-99-1-04

VENDOR
SHI

AWARD AMOUNT

\$140,228 approximately
\$140,228 – year 1, \$131,876 – year 2
\$131,876 – year 3

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT
N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Manufacturing educational systems equipment and teacher training

2. How will goods and/or services be used? (List Campus/Grades impacted): 9th -12th grade Manufacturing courses - Highlands High School

3. Submitted by: Dr. Johnny Vahalik CTE 11/01/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Advanced Technologies Consultants
Address: 110 W Main Street
City/State/Zip: Northville, MI 48167
Phone No: (800) 348-8447 (972) 837-0642
Point of Contact: Kevin Cabaniss
E-mail Address: kevincabaniss@atctrain.com
(Use a separate sheet to identify multiple vendors)
Vendor #: 76589
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: TIPS/#191003
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 01/31/2023
 Other

6. Purchase valid from: 12/14/2022 through: 02/28/2023

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 307,250
Approximately

10. Funding Source(s) – check all that apply: Federal _____ State Local Bond _____
Provide Budget Codes & Descriptions: 167-11-6639-00-005-22-322 - \$15,363
423-11-6639-00-005-22-000 - \$290,792
423-11-6299-00-005-22-000 - \$1,095

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

12. Additional Impact:

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

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

<u>Johnny Vahalik</u>	<u>Johnny Vahalik</u>	<u>11/8/2022</u>
Requestor Signature	Type Name	Date
<hr/>		
Sr. Executive Director/Executive Director Signature	Type Name	Date
<hr/>		
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<u>Patti Salzman</u>	<u>Patricia Salzman</u>	<u>11/9/2022</u>
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
<u>Edward Romero</u>	<u>Eddie Romero</u>	<u>11/11/2022</u>
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	<u>Dottie Carreon</u>	<u>11/11/2022</u>
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<hr/>		
Deputy Superintendent Operations Signature	<u>Dr. Kenneth Thompson</u> Type Name	Date
<hr/>		
Interim, Chief Information Technology Officer, Information Technology Signature	<u>Eva Mendoza</u> Type Name	Date
<hr/>		
Interim, Chief of Human Capital Management Signature	<u>Christopher Martinez</u> Type Name	Date
<hr/>		
Director, Employee Benefits, Risk Management & Safety Signature	<u>Lorena Sanchez</u> Type Name	Date
<hr/>		
Construction & Development Services Signature	<u>Kamal ElHabr</u> Type Name	Date

Revised: October, 2022

Reviewed By: RC



Advanced Technologies Consultants

110 W. Main St. | Northville, MI 48167
 Office Phone: (800) 348-8447
 Office Fax: (248) 348-3040

PRICE QUOTATION

Prices valid for 60 days
 Prices and packages are subject to
 change without notice

Presented to: Highlands HS
 SAISD
 San Antonio, TX
 mbowman1@saisd.net

10/31/2022
 Kevin Cabaniss
 (972) 837-0642
 kevincabaniss@atctrain.com

Terms	Project	Delivery	FOB Point
Net 30	Festo Hydraulics JET	est. 120 Days ARO	Festo

v.3/15/2022

63	Qty	Description	Part#	Unit Cost	Extended
1	4	TP501 North America - Hydraulics		\$21,924.00	\$87,696.00
		<i>consisting of:</i>			
		TP 501 America Equipment Set	8060227		
	*	Hose line with quick release couplings, 600 mm (qty 8)	152960		
	*	Hose line with quick release couplings, 1000 mm (qty 4)	152970		
	*	Hose line with quick release couplings, 1500 mm (qty 4)	159386		
		Pressure relief unit	152971		
2	4	Hydraulic Power Pack		\$5,944.00	\$23,776.00
		<i>consisting of:</i>			
		Hydraulic power pack with a constant-displacement pump	8065049		
		Hydraulic oil (DIN 51524)	192215		
		Funnel	374038		
3	2	Learntop-S (double-sided)		\$9,569.00	\$19,138.00
		<i>consisting of:</i>			
		Learntop-S	8062672		
	*	Aluminium profile plate 350 x 1100 mm supplied without side caps (qty 4)	162360		
	*	Protective cover for weight (qty 2)	152973		
		Mobile worktable for Learntop-S (optional but recommended, includes storage and drip tray)	8062673		
	*	Hose holder (qty 2)	539737		
		NC3 Certification Teacher Training - Manufacturing			
5	1	Teacher Training - Hydraulics (2 days)		\$595.00	\$595.00

TIPS Co-Op Contract Electronics and Appliances, Goods and Services: Advanced Technologies Consultants Inc. #191003

Sub-Total	\$131,205.00
Shipping & Handling	\$7,555.00
JET Grant Discount	(\$8,001.00)
Installation	INCLUDED
Grand Total	\$130,759.00

Note: A 3% processing fee will be added for all credit card purchases.

Warranty: All equipment of our manufacturer is warranted free from defects in materials and workmanship. This warranty shall cover only the intended use of the equipment. It shall not cover damage due to alteration, negligent use or normal wear. For a period of two years from the date of installation and/or acceptance by the customer, Festo will repair or replace any Festo equipment, which having been returned to us prepaid and upon inspection, is found to be defective through normal use. We assume no liability for damage, injury or expense claimed to have been incurred through the installation or use of our products.

We sincerely appreciate your interest in our products and value your business!



Advanced Technologies Consultants

110 W. Main St. | Northville, MI 48167
 Office Phone: (800) 348-8447
 Office Fax: (248) 348-3040

PRICE QUOTATION

Prices valid for 60 days
 Prices and packages are subject to change
 without notice

Presented to: Michelle Garcia
 SAISD
 Highlands
 San Antonio, TX
 mbowman1@saisd.net

10/31/2022
 Kevin Cabaniss
 (972) 837-0642
 kevincabaniss@atctrain.com

Terms	Project		Delivery	FOB Point
Net 30	Lab-Volt AC-DC		est. 90-120 Days ARO	Lab Volt

v.3/15/2022

Item#	Qty	Description	SAP #	Part#	Unit Cost	Extended
1	10	Lab Volt AC/DC Training Systems	587589	3351-00	\$8,017.00	\$80,170.00

**TIPS Co-Op Contract Electronics and
 Appliances, Goods and Services: Advanced
 Technologies Consultants Inc. #191003**

Sub-Total	\$80,170.00
Shipping & Handling	\$4,811.00
JET Grant Discount	(\$6,265.00)
Installation	INCLUDED
Grand Total	\$78,716.00

Note: A 3% processing fee will be added for all credit card purchases.

Warranty: All equipment of our manufacturer is warranted free from defects in materials and workmanship. This warranty shall cover only the intended use of the equipment. It shall not cover damage due to alteration, negligent use or normal wear. For a period of two years from the date of installation and/or acceptance by the customer, Festo will repair or replace any Festo equipment, which having been returned to us prepaid and upon inspection, is found to be defective through normal use. We assume no liability for damage, injury or expense claimed to have been incurred through the installation or use of our products.

We sincerely appreciate your interest in our products and value your business!



Advanced Technologies Consultants
 110 W. Main St. | Northville, MI 48167
 Office Phone: (800) 348-8447
 Office Fax: (248) 348-3040

PRICE QUOTATION
 Prices valid for 60 days
 Prices and packages are subject to
 change without notice

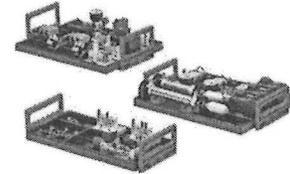
Presented to: SAISD
 Highlands HS
 Michelle Garcia
 San Antonio, TX
 mbowman1@saisd.net

10/31/2022
 Kevin Cabaniss
 (972) 837-0642
 kevincabaniss@atctrain.com

Terms	Project	Delivery	FOB Point
Net 30	Festo Pneumatics	60-90 Days ARO	Festo

v.10/1/2021

Item#	Qty	Description	Part#	Unit Cost	Extended
1	4	TP101 North America - Pneumatics		\$10,838.00	\$43,352.00
		consisting of:			
		TP 101 America Equipment Set	8060282		
		Tubing cutter	255851		
2	4	TP201 North America add-on - Basic Electropneumatics		\$8,270.00	\$33,080.00
		consisting of:			
		TP 201 America Equipment Set	8060283		
		Power supply unit for mounting frame	162411		
		4 mm Safety laboratory cables (106 cables)	8092666		
3	2	Learntop-S (double-sided)		\$8,131.00	\$16,262.00
		consisting of:			
		Learntop-S	8062672		
	*	Aluminium profile plate 350 x 1100 mm supplied without side caps (qty 4)	162360		
		Mobile worktable for Learntop-S (optional but recommended, includes storage and drip tray)	8062673		
4	4	Compressor		\$1,999.00	\$7,996.00
		consisting of:			
		ATC Silent Air Compressor	ATC-SA		
		Compressor accessories	102725		
		NC3 Certification Teacher Training - Manufacturing			
5	1	Teacher Training - Pneumatics (2 days)		\$500.00	\$500.00



**TIPS Co-Op Contract Electronics and Appliances,
 Goods and Services: Advanced Technologies
 Consultants Inc. #191003**

Sub-Total	\$101,190.00
Shipping & Handling	\$5,855.00
JET Grant Discount	(\$9,270.00)
Installation	INCLUDED
Grand Total	\$97,775.00

Note: A 3% processing fee will be added for all credit card purchases.

Warranty: All equipment of our manufacture is warranted free from defects in materials and workmanship. This warranty shall cover only the intended use of the equipment. It shall not cover damage due to alteration, negligent use or normal wear. For a period of two years from the date of installation and/or acceptance by the customer, FESTO will repair or replace any Festo equipment, which having been returned to us prepaid and upon inspection, is found to be defective through normal use. We assume no liability for damage, injury or expense claimed to have been incurred through the installation or use of our products.

We sincerely appreciate your interest in our products and value your business!

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Six- 3D, interactive, virtual dissection tables for Health Science and Anatomy

2. How will goods and/or services be used? (List Campus/Grades impacted): 9-12th grade Health Science programs at Fox Tech and Edison High School courses

3. Submitted by: Dr. Johnny vahalik CTE 11/01/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Anatomage Inc.
Address: 3350 Thomas Road, Ste 150
City/State/Zip: Santa Clara, CA 95054
Phone No: (408) 855-1474
Point of Contact: Jonathan Perry
E-mail Address: jperry@anatomage.com
Vendor #: 04707
(Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
Competitive Purchase (RFP, RFQ, IFB), Contract #:
X Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: CTPA-Dallas ISD #206234
Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
Professional Services
Sole Source Contract Expiration Date: 06/30/2024
Other

6. Purchase valid from: 12/14/2022 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 (funding increases)

9. Total Cost for Goods and/or Services to be Purchased: \$ 432,775
Approximately

10. Funding Source(s) - check all that apply: Federal State X Local X Bond
Provide Budget Codes & Descriptions: Edison: 167-11-6639-00-003-22-000 \$10,359
421-11-6639-00-003-22-000 \$196,816
Fox Tech: 167-11-6639-00-004-22-000 \$11,280; 421-11-6639-00-004-22-000 \$214,320

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

12. Additional Impact:

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

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

<u>Johnny Vahalik</u>	Johnny Vahalik	11/8/2022
Requestor Signature	Type Name	Date
_____	_____	_____
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____	_____	_____
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<u>Patti Salzman</u>	Patricia Salzman	11/9/2022
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
<u>Edward Romero</u>	Eddie Romero	11/10/2022
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	Dottie Carreon	11/11/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
_____	_____	_____
Deputy Superintendent Operations Signature	Type Name	Date
_____	Dr. Kenneth Thompson	_____
Interim, Chief Information Technology Officer, Information Technology Signature	Type Name	Date
_____	Eva Mendoza	_____
Interim, Chief of Human Capital Management Signature	Type Name	Date
_____	Christopher Martinez	_____
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date
_____	Lorena Sanchez	_____
Construction & Development Services Signature	Type Name	Date
_____	Kamal ElHabr	_____

Revised: October, 2022

Reviewed By: RC



Price Quotation

Anatomage Inc.
 3350 Thomas Rd, Ste 150
 Santa Clara, CA 95054
www.anatomage.com
 info@anatomage.com
 (408) 885-1474 Phone
 (408) 531-6424 Fax

Prepared By Jonathan Perry
 Phone (408) 930-1085
 Email jperry@anatomage.com

Created Date 10/27/2022
 Expiration Date 2/28/2023
 Quote Number 2022-8849

Contact Name Tamara Ford

Vendor ID: 04707
 Ref: Dallas ISD Bid #206234

Bill To Name San Antonio ISD
 Bill To San Antonio, Texas
 United States

Ship To Name Edison High School
 Ship To 701 Santa Monica
 San Antonio, Texas 78212
 United States

Product	Line Item Description	Sales Price	Quantity	Total Price
Anatomage Table Convertible		\$79,500.00	2.00	\$159,000.00
Crate - Convertible		\$875.00	2.00	\$1,750.00
Anatomage Table Convertible Hardcover		\$275.00	2.00	\$550.00
1st Year Warranty, Software Upgrade, Tech Support	Included w/ Table Convertible	\$0.00	2.00	\$0.00
Medical Design Studio	Included w/ Table Convertible	\$0.00	2.00	\$0.00
Online Training	Included w/ Table Convertible	\$0.00	2.00	\$0.00
Anatomage Table Clinical		\$59,500.00	1.00	\$59,500.00
Crate - Clinical/Alpha/Vet		\$725.00	1.00	\$725.00
Online Training	Included w/ Table Clinical	\$0.00	1.00	\$0.00
1st Year Warranty, Software Upgrade, Tech Support	Included w/ Table Clinical	\$0.00	1.00	\$0.00
Medical Design Studio	Included w/ Table Clinical	\$0.00	1.00	\$0.00
Multi Unit Discount		(\$21,850.00)	1.00	(\$21,850.00)

Total Price \$199,675.00
 Shipping and Handling \$7,500.00
 Grand Total \$207,175.00

Country of Origin: United States
 Place of Manufacture: San Jose, CA
 Price does not include taxes and duties associated with importation of the product, which must be paid by Consignee
 Quote is only valid in USD

Acceptance

Signature _____ Date 170

Anatomage

Price Quotation

Anatomage Inc.
 3350 Thomas Rd, Ste 150
 Santa Clara, CA 95054
www.anatomage.com
 info@anatomage.com
 (408) 885-1474 Phone
 (408) 531-6424 Fax

Prepared By Jonathan Perry
 Phone (408) 930-1085
 Email jperry@anatomage.com

Created Date 10/27/2022
 Expiration Date 2/28/2023
 Quote Number 2022-8848

Contact Name Tamara Ford

Vendor ID: 04707
 Ref: Dallas ISD Bid #206234

Bill To Name San Antonio ISD
 Bill To CAST Med
 San Antonio, Texas 78235-5130
 United States

Ship To Name Fox Tech
 Ship To 637 N Main Ave
 San Antonio, Texas 78205
 United States

Product	Line Item Description	Sales Price	Quantity	Total Price
Anatomage Table Convertible		\$79,500.00	3.00	\$238,500.00
Crate - Convertible		\$875.00	3.00	\$2,625.00
Anatomage Table Convertible Hardcover		\$275.00	3.00	\$825.00
1st Year Warranty, Software Upgrade, Tech Support	Included w/ Table Convertible	\$0.00	3.00	\$0.00
Medical Design Studio	Included w/ Table Convertible	\$0.00	3.00	\$0.00
Online Training	Included w/ Table Convertible	\$0.00	3.00	\$0.00
Multi Unit Discount		(\$23,850.00)	1.00	(\$23,850.00)

Total Price \$218,100.00
 Shipping and Handling \$7,500.00
 Grand Total \$225,600.00

Country of Origin: United States
 Place of Manufacture: San Jose, CA
 Price does not include taxes and duties associated with importation of the product, which must be paid by Consignee
 Quote is only valid in USD

Acceptance

Signature _____ Date 1/7/2023

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Special Education direct speech/Language services.

2. How will goods and/or services be used? (List Campus/Grades impacted): To provide special education services to students with disabilities. These services will be utilized on all SAISD campuses for students ages 3-21 and from Pre-K through 12th grade.

3. Submitted by: Dr. Kristen Williams Disability Services 11/04/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Soliant
Address: 5550 Peachtree Parkway, Ste. 500
City/State/Zip: Peachtree Corners, GA 30092
Phone No: 813-543-9903
Point of Contact: Andrew Grant
E-mail Address: andrew.grant@soliant.com
Vendor #: 110563 (Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: CTPA Judson ISD #21-03
 Professional Services Contract Expiration Date: 06/30/2023
 Sole Source
 Other

6. Purchase valid from: 12/14/2022 through: 06/30/2023

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 201,600.00
Approximately

10. Funding Source(s) – check all that apply: Federal State _____ Local _____ Bond _____
Provide Budget Codes & Descriptions: 224-11-6217-89-198-23-000 - \$132,880.00
224-11-6217-89-198-23-002 \$68,720.00 Professional Contracted Services

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

<u>KRISTEN E WILLIAMS</u>	KRISTEN E WILLIAMS	11/7/2022
Requestor Signature	Type Name	Date
_____	_____	_____
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____	_____	_____
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<u>Patti Salzman</u>	Patricia Salzman	11/9/2022
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
<u>Edward Romero</u>	Eddie Romero	11/10/2022
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	Dottie Carreon	11/11/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
_____	_____	_____
Deputy Superintendent Operations Signature	Type Name	Date
_____	Dr. Kenneth Thompson	_____
_____	Eva Mendoza	_____
Interim, Chief Information Technology Officer, Information Technology Signature	Type Name	Date
_____	Christopher Martinez	_____
Interim, Chief of Human Capital Management Signature	Type Name	Date
_____	Lorena Sanchez	_____
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date
_____	Kamal ElHabr	_____
Construction & Development Services Signature	Type Name	Date

Revised: October, 2022

Reviewed By: RC



CTPA: Judson ISD #21-03

RFP #21-03 SLP 1,440 hrs. @ \$71 = \$102,240 SLPA 1,440 hrs. @ \$69.00 = \$99,360 Total: \$201,600

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Opportunities for ECE students to experience music, dance, theatre, and puppetry in the classroom throughout the school year. Professional artists will visit the classrooms to engage students through active participation in their respective art form.

2. How will goods and/or services be used? (List Campus/Grades impacted): A total of forty (40) Early Learning Through the Arts Residencies will be offered to ECE classes over a two-year period during 2022-2024 with a breakdown of twenty (20) in-school residencies per year.

3. Submitted by: Aleida Perez, ECE/Head Start 10/25/2022
Director Department Date
Printed Name

4. Recommended Vendor(s): Company Name: The Tobin Center for the Performing Arts
Address: 115 Auditorium Circle
City/State/Zip: San Antonio, Texas 78205-1310
Phone No: (210) 223-3333 ext. 7035
Point of Contact: Tara Leonard
E-mail Address: tara.leonard@tobincenter.org
(Use a separate sheet to identify multiple vendors)
Vendor #: 10581
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: NEISD #87-19
 Professional Services
 Sole Source Contract Expiration Date: 06/30/2024
 Other

6. Purchase valid from: 12/14/2022 through: 06/30/2024

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$100,000
\$ _____
Approximately

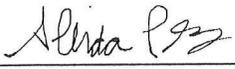
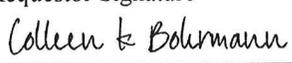
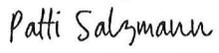
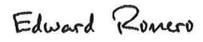
10. Funding Source(s) – check all that apply: Federal _____ State _____ Local Bond _____
Provide Budget Codes & Descriptions: 480-11-6299-00-xxx-36-000
~~The funds used are from our PreK4SA Grant Award covering a 2-year period ending in June 2024 up to \$50,000 will be used for SY 22-23 and up to \$50,000 will be used for SY 23-24~~

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

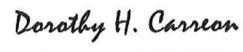
12. Additional Impact:

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

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

	Aleida Perez	11/4/2022
Requestor Signature	Type Name	Date
	Colleen K Bohrmann	11/4/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	Patricia Salzman	11/6/2022
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
	Eddie Romero	11/10/2022
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

	Dottie Carreon	11/14/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
Deputy Superintendent Operations Signature	Dr. Kenneth Thompson	Date
Interim, Chief Information Technology Officer, Information Technology Signature	Type Name	Date
Interim, Chief of Human Capital Management Signature	Christopher Martinez	Date
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date
Director, Employee Benefits, Risk Management & Safety Signature	Lorena Sanchez	Date

Revised: October, 2022

Reviewed By: RC



Quotation

The Tobin Center for the Performing Arts
 115 Auditorium Circle
 San Antonio, TX 78205-1310
 Phone: 210-223-3333 x7035 Fax: 210-224-0980

DATE October 26, 2022
Quotation # WT SAISD F22-S24
Customer SAISD

Bill To:

Quotation valid until: June 30, 2024

Aleida Perez
 SAISD, Director Early Childhood Education
 514 W. Quincy St.
 San Antonio, TX 78212
 (210) 554-2410 x53015 aperez16@saisd.net

Prepared by: Tara Leonard

Comments or special instructions: For NEISD Bid 87-19 exp. 06.30.24

Description	AMOUNT
San Antonio Wolf Trap Early Learning Through the Arts 16-session Residencies:	
20 residencies during the 2022-2023 school year @ \$2,500/residency	\$ 50,000.00
20 residencies during the 2023-2024 school year @ \$2,500/residency	\$ 50,000.00
Campuses and teachers for above residencies TBD	
TOTAL	\$ 100,000.00

If you have any questions concerning this quotation, Contact Tara Leonard at tara.leonard@tobincenter.org

THANK YOU FOR SUPPORTING ARTS IN EDUCATION!

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: kitchen Appliance repairs and installation services of kitchen appliances, equipment, and facilities.

2. How will goods and/or services be used? (List Campus/Grades impacted): Repair services to be utilized as needed across all campus and district-wide kitchens.

3. Submitted by: Fred Padilla Department Facilities Services Date 11/08/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Mueller & Wilson, Inc.
Address: 12747 Cimarron Path
City/State/Zip: San Antonio, TX 78249
Phone No: 210-824-9461
Point of Contact: Brian C. Wilson
E-mail Address: bcwilson@mwiusa.com
(Use a separate sheet to identify multiple vendors)
Vendor #: N/A
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB 22-054(AS)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 12/13/2023
 Sole Source
 Other

6. Purchase valid from: 12/14/2022 through: 12/13/2023

7. For Competitive Purchases Only: Renewals: Yes No _____
No. of Renewals: 4 1 year

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 150,000/yr
Approximately

10. Funding Source(s) – check all that apply: Federal State _____ Local _____ Bond _____
Provide Budget Codes & Descriptions: 240-35-6249-34-887-99-000
federal funding

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

12. Additional Impact:

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

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

<u>Fred Padilla</u>	Fred Padilla	11/10/2022
Requestor Signature	Type Name	Date
<u>Chris E. Salley</u>	Chris Salley	11/11/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	<u>Patricia Salzmman</u>	
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
<u>Edward Romero</u>	Eddie Romero	11/11/2022
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	Dottie Carreon	11/11/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<u>Kenneth Thompson</u>	Dr. Kenneth Thompson	11/11/2022
Deputy Superintendent Operations Signature	Type Name	Date
Interim, Chief Information Technology Officer, Information Technology Signature	<u>Eva Mendoza</u>	
	Type Name	Date
Interim, Chief of Human Capital Management Signature	<u>Christopher Martinez</u>	
	Type Name	Date
Director, Employee Benefits, Risk Management & Safety Signature	<u>Lorena Sanchez</u>	
	Type Name	Date
Construction & Development Services Signature	<u>Kamal ElHabr</u>	
	Type Name	Date

Revised: October, 2022

Reviewed By: RC

PROCUREMENT SERVICES CONSENT AGENDA FORM

- 1. Description of goods, services and/or contract recommended for purchase: Equipment Parts and Supplies to be utilized in the upkeep of District kitchen appliances, equipment, and facilities.
2. How will goods and/or services be used? (List Campus/Grades impacted): Parts and supplies to be utilized as needed across all campus and district-wide kitchens and kitchen equipment during repairs by SAISD facilities personnel.

3. Submitted by: Fred Padilla Facilities Services 11/08/2022
Printed Name Department 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
Vendor #: see attached
(Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
[X] Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB #22-068(AS)
Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
Professional Services Contract Expiration Date: 12/13/2023
Sole Source
Other

6. Purchase valid from: 12/14/2022 through: 12/13/2023

7. For Competitive Purchases Only: Renewals: Yes [X] No
No. of Renewals: 4 1 year

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 200,000/yr
Approximately

10. Funding Source(s) - check all that apply: Federal [X] State Local Bond
Provide Budget Codes & Descriptions: 240-35-6399-34-887-99-000
federal funding

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 _____

<i>Fred Padilla</i>	Fred Padilla	11/8/2022
Requestor Signature	Type Name	Date
<i>Chris E. Salley</i>	Chris Salley	11/8/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Patricia Salzmann	Date
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
<i>Edward Romero</i>	Eddie Romero	11/10/2022
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<i>Dorothy H. Carreon</i>	Dottie Carreon	11/10/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<i>Kenneth Thompson</i>	Dr. Kenneth Thompson	11/9/2022
Deputy Superintendent Operations Signature	Type Name	Date
Interim, Chief Information Technology Officer, Information Technology Signature	Eva Mendoza	Date
Interim, Chief of Human Capital Management Signature	Type Name	Date
Director, Employee Benefits, Risk Management & Safety Signature	Lorena Sanchez	Date
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date
Construction & Development Services Signature	Kamal ElHabr	Date
Construction & Development Services Signature	Type Name	Date

Revised: October, 2022

Reviewed By: RC

4. Recommended Vendor(s):

FOR CATEGORIES: Refrigeration (Reach-in & Walk-in) AND Miscellaneous/General

Company Name: All Points Food Service Parts & Supplies _____
Address: 607 W. Dempster St. _____
City/State/Zip: Mt. Prospect, IL 60056 _____
Phone No: 1-800-332-2500 _____
Point of Contact: Jeff Victory _____
E-mail Address: jvictory@allpointsfps.com _____
(Use a separate sheet to identify multiple vendors)
Vendor #: N/A _____
(Please provide vendor number if you have used them before. If not put N/A)

FOR CATEGORIES: Commercial Ice Equipment AND Commercial Dishwashers,
Sinks & Faucets AND Cooking Equipment, Food Holding, & Warming Equipment

Company Name: Commercial Kitchen Parts and Service _____
Address: 1377 N Brazos St _____
City/State/Zip: San Antonio, TX 78207 _____
Phone No: 1-800-292-2120 _____
Point of Contact: William Leader _____
E-mail Address: Bids@commercialkitchen.com _____
(Use a separate sheet to identify multiple vendors)
Vendor #: 19180 _____
(Please provide vendor number if you have used them before. If not put N/A)

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Replace and install Modernfold Acoustic-Seal Legacy Electric, continuously hinged, fully electrically operated curtain wall.

2. How will goods and/or services be used? (List Campus/Grades impacted): Curtain wall separates cafeteria from the gym at Margil E.S.

3. Submitted by: Fred Padilla Facilities Services 11/4/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: deaspecialties
Address: 5151 Castroville Road
City/State/Zip: San Antonio, TX 78227
Phone No: 210-298-5586
Point of Contact: Beau Fox
E-mail Address: bfoxy@deaspecialties.com
(Use a separate sheet to identify multiple vendors)
Vendor #: N/A
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 07/31/2023
 Other

6. Purchase valid from: 12/14/2022 through: 07/31/2023

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 70,890.00
Approximately

10. Funding Source(s) – check all that apply: Federal _____ State _____ Local _____ Bond
Provide Budget Codes & Descriptions: 651-51-6249-03-149-99-N-BP
2016 Bond Funds

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

12. Additional Impact:

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

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

<u>Fred Padilla</u>	Fred Padilla	11/4/2022
Requestor Signature	Type Name	Date
<u>Chris E. Salley</u>	Chris Salley	11/4/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	<u>Patricia Salzman</u>	
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
<u>Edward Romero</u>	Eddie Romero	11/10/2022
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	Dottie Carreon	11/14/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<u>Dr. Kenneth Thompson</u>	Dr. Kenneth Thompson	11/5/2022
Deputy Superintendent Operations Signature	Type Name	Date
Interim, Chief Information Technology Officer, Information Technology Signature	<u>Eva Mendoza</u>	Date
	Type Name	
Interim, Chief of Human Capital Management Signature	<u>Christopher Martinez</u>	Date
	Type Name	
Director, Employee Benefits, Risk Management & Safety Signature	<u>Lorena Sanchez</u>	Date
	Type Name	
<u>Kamal ElHabr</u>	Kamal ElHabr	11/14/2022
Construction & Development Services Signature	Type Name	Date

Revised: October, 2022

Reviewed By: RC



FURNISH & INSTALL

5151 Castroville Road • San Antonio, TX 78227

Phone: (210) 298-5586 • Fax: (210) 523-1544 • www.deaspecialties.com

Beau Foy, Estimator/Project Manager

bfoyd@deaspecialties.com

Attention:	Darryl James / SAISD	Date:	October 5, 2022
Project:	Margil Elementary School	Location:	San Antonio, TX

MODERNFOLD ELECTRICALLY OPERATED OPERABLE PARTITION						
Quantity	Model	Width	Height	STC	Finish	Description
1	Modernfold Acousti-Seal Legacy Electric	58'-4"w	11'-10 1/2"h	50	Standard Modernfold Vinyl Color Selection	Modernfold Acousti-Seal Legacy Electric, Continuously Hinged, Fully Electrically Operated
TOTAL TO FURNISH AND INSTALL THE ELECTRIC OPERABLE PARTITION AS DESCRIBED ABOVE						\$ 64,390.00
IF REQUIRED	TOTAL TO REMOVE AND DISPOSE OF THE EXISTING OPERABLE PARTITION AND TRACK...ADD...					\$ 6,500.00
EXCLUSIONS (unless otherwise noted): DEMOLITION AND DISPOSAL OF EXISTING ELECTRIC OPERABLE PARTITION (SEE OPTION ABOVE), OVERHEAD STRUCTURAL SUPPORT, BLOCKING, PLENUM CLOSURE, ANY CEILING WORK, FURR-OUTS, CAULK / SEALANTS, ELECTRICAL WIRING AND FINAL ELECTRICAL CONNECTION, NON-STANDARD MODERNFOLD VINYL COLOR SELECTION, PASS DOORS, POCKET DOORS, ANYTHING NOT IDENTIFIED ABOVE AND DRAWINGS OR CALCULATIONS BEARING THE STAMP OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS.						
LEAD TIMES Allow 12 - 16 weeks for fabrication and shipping <u>following</u> receipt of signed contract, approved submittals, color selection and field measurements have been determined.						

Sales Tax: EXCLUDED	
The General Contractor / Purchaser hereby accepts this quotation, and the TERMS and CONDITIONS attached hereto, this ____ day of _____, 20 ____.	DEA SPECIALTIES
Name of General Contractor/Purchaser:	By: <i>Beau Foy</i>
Authorized Signature	Name: Beau Foy
Name of Purchaser and Title	Its: Project Manager

Exclusive factory authorized distributor for *Modernfold Operable Partitions, Line Systems Demountable Walls, Zona Telescoping Demountable Walls, Kalwall Daylighting Systems, Smoke Guard Smoke & Fire Curtains, Euro-Wall Doors, Crown Doors & ACM Panels.*

HUB certified with the State of Texas/8M SCTRCA DBE/SBE/WBE **WOBE** certified with the City of Austin.

DEA Specialties Co., Inc. is a Nevada Sub-S Corporation

PROCUREMENT SERVICES CONSENT AGENDA FORM

- 1. Description of goods, services and/or contract recommended for purchase: Boiler Replacement. New boiler, piping, insulation, Condensate neutralization, Carbon Monoxide GAS Monitor with auto / manual reset function, Bacnet interface board control system tied into the JCI control system for monitoring and scheduling, Concrete housekeeping pad extension if needed, Cleanup, Disposal of old boiler, Bond, Electrical, and permit fees.
2. How will goods and/or services be used? (List Campus/Grades impacted): Edison HS / Music Building

Submitted by: Manuel Salinas Facilities Services 9/20/2022
Printed Name Department Date

Recommended Vendor(s): Company Name: Gillette Air Conditioning CO. INC.
Address: 1215 San Francisco
City/State/Zip: San Antonio / TX / 78201
Phone No: 210-735-9235
Point of Contact: Vincent J Gillette
E-mail Address: vjg@gillette.ac.com
Vendor #: 34265 (Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

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 Contract Expiration Date: 2/28/2023
Sole Source
Other

6. Purchase valid from: 11/8/2022 through: 1/31/2023

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 (funding increases)

9. Total Cost for Goods and/or Services to be Purchased: \$ 114,664.00
Approximately

10. Funding Source(s) - check all that apply: Federal State Local Bond X
Provide Budget Codes & Descriptions: 661.51.6249.00.003.99.H.10
661.51.6249.00.003.99.H.10

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

12. Additional Impact:

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

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

<u>Manuel Salinas</u>	<u>Manuel Salinas</u>	<u>11/4/2022</u>
Requestor Signature	Type Name	Date
<u>Chris E. Salley</u>	<u>Chris Salley</u>	<u>11/4/2022</u>
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____ Associate Superintendent/Assistant Superintendent Signature	_____ Type Name	_____ Date
_____ Deputy Superintendent, Academics & School Leadership Signature	<u>Patricia Salzmann</u> Type Name	_____ Date
<u>Edward Romero</u>	<u>Eddie Romero</u>	<u>11/10/2022</u>
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	<u>Dottie Carreon</u>	<u>11/14/2022</u>
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
_____ Deputy Superintendent Operations Signature	<u>Dr. Kenneth Thompson</u> Type Name	_____ Date
_____ Interim, Chief Information Technology Officer, Information Technology Signature	<u>Eva Mendoza</u> Type Name	_____ Date
_____ Interim, Chief of Human Capital Management Signature	<u>Christopher Martinez</u> Type Name	_____ Date
_____ Director, Employee Benefits, Risk Management & Safety Signature	<u>Lorena Sanchez</u> Type Name	_____ Date

Revised: October, 2022

Reviewed By: RC



Gillette

AIR CONDITIONING CO., INC.

1215 San Francisco • San Antonio, Texas 78201-4688 • (210) 735-9235 • Fax (210) 736-1932

PROPOSAL LETTER

REVISED V

October 17, 2022

SAISD Facility Services Dept.

Attn; Mario Davila

RE: Edison HE Music Building Boiler Replacement

Mr Davila,

Per your request, we are pleased to provide pricing to replace the existing Burnham Boiler with a new High Efficiency Viessmann Condensing Boiler M# CM2-400.

The pricing includes : New boiler, piping, insulation, Condensate neutralization, Carbon Monoxide GAS Monitor with auto / manual reset function, Bacnet interface board control system tied into the JCI control system for monitoring and scheduling , Concrete housekeeping pad extension if needed, Cleanup, Disposal of old boiler, Buy board fees, Bond, Electrical, and permit fees.

GAC Buy Board Vendor Contract number # 638-21

Base Bid \$ 114,644.00

We specifically exclude the following and anything not listed on proposal:

- * Painting
- * Tax *Asbestos Abatement
- *Test and Balance

This boiler is available in 12 weeks from order date

This proposal is valid until October 28th. If you should have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

Vincent J. Gillette
President

Accept _____

Date _____

Regulated by the Texas Department of Licensing and Registration, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599 www.tdlr.texas.gov

**SALES • SERVICE • MAINTENANCE
HEATING • AIR CONDITIONING • BOILERS • REFRIGERATION
SHEET METAL • TECHNICAL SERVICES • ENERGY MANAGEMENT
LICENSE #TAGA000763C**

www.gillette-ac.com

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: “Remote Internet Service, (E-Rate)” for several remote (Satellite) SAISD facilities.

2. How will goods and/or services be used? (List Campus/Grades impacted): Internet Access to be provided at the following facilities: Surplus warehouse, Juvenile Detention, Healy Murphy, Fulton warehouse, Band Repair Shop, Adult & Community Ed, and Huantes.

3. Submitted by: Stephen Haskin Information Technology 11/07/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: ENA Services, LLC
 Address: 618 Grassmere Park Dr, Ste 12
 City/State/Zip: Nashville, TN 37211
 Phone No: 866-615-1101
 Point of Contact: Mark Smith
 E-mail Address: msmith@ena.com
(Use a separate sheet to identify multiple vendors)
 Vendor #: 28219
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP #22-050 (RC)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 06/30/2024
 Sole Source
 Other

6. Purchase valid from: 07/01/2023 through: 06/30/2024

7. For Competitive Purchases Only: Renewals: Yes No _____
 No. of Renewals: 4 add'l 1 yrs

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 225000
Approximately

10. Funding Source(s) – check all that apply: Federal _____ State _____ Local Bond _____
 Provide Budget Codes & Descriptions: Current year account code: 199-51-6256-89-950-99-0-80
~~Year 1 (2023-2024): 45,000 Year 2 (2024-2025): 45,000 (Option)~~
~~Year 3 (2025-2026): 45,000 (Option) Year 4 (2026-2027): 45,000 (Option)~~
~~Year 5 (2026-2027): 45,000 (Option)~~

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

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: “Dedicated Internet Service, (E-Rate)” at the Central Office Data Center.

2. How will goods and/or services be used? (List Campus/Grades impacted): Internet Access at the Central Office Data Center will provide internet to the central office facility as well as approximately half of the SAISD schools and offices.

3. Submitted by: Stephen Haskin Information Technology 11/07/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: ENA Services, LLC
Address: 618 Grassmere Park Dr, Ste 12
City/State/Zip: Nashville, TN 37211
Phone No: 866-615-1101
Point of Contact: Mark Smith
E-mail Address: msmith@ena.com
Vendor #: 28219 (Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP #22-051(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: 06/30/2026
 Other

6. Purchase valid from: 07/01/2023 through: 06/30/2026

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: 2 add'l 1 yrs

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 264,000
Approximately

10. Funding Source(s) – check all that apply: Federal State Local Bond
Provide Budget Codes & Descriptions: Current year account code: 199-51-6256-89-950-99-0-81
Year 1 (2023-2024): 52,800 Year 2 (2024-2025): 52,800
Year 3 (2025-2026): 52,800 Year 4 (2026-2027): 52,800 (Option)
Year 5 (2026-2027): 52,800 (Option)

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

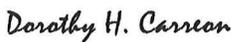
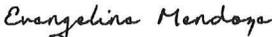
12. Additional Impact:

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

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

	Stephen Haskin	11/7/2022
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	Patricia Salzmann	
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
	Eddie Romero	11/10/2022
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

	Dottie Carreon	11/16/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
	Dr. Kenneth Thompson	11/7/2022
Deputy Superintendent Operations Signature	Type Name	Date
	Eva Mendoza	11/7/2022
Interim, Chief Information Technology Officer, Information Technology Signature	Type Name	Date
	Christopher Martinez	
Interim, Chief of Human Capital Management Signature	Type Name	Date
	Lorena Sanchez	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date
	Kamal ElHabr	
Construction & Development Services Signature	Type Name	Date

Revised: October, 2022

Reviewed By: RC

PROCUREMENT SERVICES CONSENT AGENDA FORM

- Description of goods, services and/or contract recommended for purchase: _____
Three-year purchase of Varonis Data Protection and Audit
- How will goods and/or services be used? (List Campus/Grades impacted): _____
Service will provide data security, governance and protection through continuous monitoring and analysis of district cloud and server storage.

3. Submitted by: Evangelina Mendoza Information Technology 11/07/2022
 Printed Name Department Date

4. Recommended Vendor(s): Company Name: SHI
 Address: 3828 Pecana Trail
 City/State/Zip: Austin, TX 78749
 Phone No: 800-477-6479
 Point of Contact: Daniel Breazzano
 E-mail Address: Daniel_Breazzano@shi.com
(Use a separate sheet to identify multiple vendors)
 Vendor #: 65254
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: OMNIA 2018011-02
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 02/28/2025
 Other

6. Purchase valid from: 12/14/2022 through: 02/28/2025

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 140228.60
Approximately

10. Funding Source(s) – check all that apply: Federal _____ State Local _____ Bond _____
 Provide Budget Codes & Descriptions: 197-53-6399-65-950-99-1-04
~~SECURITY- COM-CYBER SECURITY SW-TRA. Year 1= \$140,228.60.~~
~~Year 2, \$131,876.95. Year 3, \$131,876.95~~

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

12. Additional Impact:

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

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

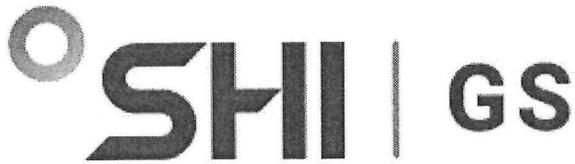
<u>Evangelina Mendoza</u>	<u>Evangelina Mendoza</u>	<u>11/7/2022</u>
Requestor Signature	Type Name	Date
<hr/>		
Sr. Executive Director/Executive Director Signature	Type Name	Date
<hr/>		
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<hr/>		
Deputy Superintendent, Academics & School Leadership Signature	<u>Patricia Salzman</u>	Date
<hr/>		
<u>Edward Romero</u>	<u>Eddie Romero</u>	<u>11/10/2022</u>
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	<u>Dottie Carreon</u>	<u>11/11/2022</u>
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<hr/>		
<u>Kenneth Thompson</u>	<u>Dr. Kenneth Thompson</u>	<u>11/7/2022</u>
Deputy Superintendent Operations Signature	Type Name	Date
<hr/>		
Interim, Chief Information Technology Officer, Information Technology Signature	<u>Eva Mendoza</u>	Date
<hr/>		
Interim, Chief of Human Capital Management Signature	<u>Christopher Martinez</u>	Date
<hr/>		
Director, Employee Benefits, Risk Management & Safety Signature	<u>Lorena Sanchez</u>	Date
<hr/>		
Construction & Development Services Signature	<u>Kamal ElHabr</u>	Date

Revised: October, 2022

Reviewed By: RC



Pricing Proposal
 Quotation #: 22683750
 Created On: 10/26/2022
 Valid Until: 12/9/2022

TX-City of San Antonio Independent School District

Inside Account Manager

Frederick Houy
 514 W Quincy St.
 San Antonio, TX 78212
 United States
 Phone: 210-244-2964
 Fax:
 Email: fhouy@saisd.net

Joseph Muniz
 3828 Pecana Trail
 Austin, TX 78749
 Phone: 1-800-870-6079 EXT 8686230
 Fax: 512-732-0232
 Email: joseph_muniz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 2501 Data Classification Policy Pack Year 1 Varonis - Part#: GDPR-2501-4000OS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2501	\$3.66	\$9,153.66
2 2 Collector On-prem subscription for 12 Months Year 1 Varonis - Part#: CL-1-5OS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$2,275.52	\$4,551.04
3 2501 365 - On-prem subscription license of: DatAdvantage for SharePoint Online Year 1 Varonis - Part#: 365-2501-4000OS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2501	\$47.25	\$118,172.25
4 2501 Data Classification Policy Pack Year 2 Varonis - Part#: GDPR-2501-4000OS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2501	\$3.66	\$9,153.66
5 2 Collector On-prem subscription for 12 Months Year 2 Varonis - Part#: CL-1-5OS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$2,275.52	\$4,551.04
6 2501 365 - On-prem subscription license of: DatAdvantage for SharePoint Online Year 2 Varonis - Part#: 365-2501-4000OS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2501	\$47.25	\$118,172.25
7 2501 Data Classification Policy Pack Year 3 Varonis - Part#: GDPR-2501-4000OS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2501	\$3.66	\$9,153.66

8	2 Collector On-prem subscription for 12 Months Year 3 Varonis - Part#: CL-1-5OS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$2,275.52	\$4,551.04
9	2501 365 - On-prem subscription license of: DatAdvantage for SharePoint Online Year 3 Varonis - Part#: 365-2501-4000OS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2501	\$47.25	\$118,172.25
10	Varonis Certified Consultant (1 Day = 8 Hours) Varonis - Part#: VCC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	5	\$1,670.33	\$8,351.65
			Total	\$403,982.50

Additional Comments

Invoiced Annually

year 1 total-\$140,228.60
year 2 total-\$131,876.95
year 3 total-\$131,876.95

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**Minutes of Board Business Meeting (Combined A & B)
San Antonio Independent School District Board of Trustees
Monday, November 7, 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, November 7, 2022, beginning at 5:31 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 5:46 p.m.
3. Mr. Arthur Valdez
4. Mr. Ed Garza
5. Ms. Leticia Ozuna
6. Mrs. Patti Radle
7. Mrs. Sarah Sorensen – Left at 9:25 p.m.

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

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. Dr. Alejandra Barraza, Former Principal
2. Trisha Garza, SAISD Parent
3. Monica Alonzo, SAISD Alumni
4. Elma Guerrero, SAISD Teacher
5. Tiffany O'neill, Community Member
6. Jason Mims, Community Member
7. Alejandra Lopez, SA Alliance
8. Caitlyn Zwang, SAISD Teacher
9. Alma Serna, SAISD Teacher
10. Samantha Vargas, Community Member
11. Michael Kovalsky, SAISD Parent
12. Jacob Ramos, SAISD Parent
13. Jennifer Tobias, SAISD Parent
14. Julie Castro, SAISD Head Start – Instructional Assistant
15. Trae Johnson, SAISD Parent
16. Jessica Cedillo, SAISD Parent
17. Esmeralda Ortiz, SAISD Parent

2. Governance

A. Presentation on Student Membership, Student Attendance, and a Revenue Update for the 2022-2023 School Year

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

- B. Approval of the 2022-23 Campus Performance Objectives and Targeted Improvement Plans
Motion by Mrs. Radle; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.
- C. Presentation on In-District Charter School Annual Performance Review and Charter Renewal Recommendations
This was a discussion-only item. No action was required.
- D. Approval of District's Annual Financial Report for Fiscal Year Ended June 30, 2022
Motion by Mr. Valdez; second by Ms. Ozuna; approved by a vote of 7-0 with all Board members present.
- E. Report on the Council of the Great City Schools Conference
This was a discussion-only item. No action was required.

3. Consent Agenda

Motion by Mrs. Radle; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present. Consent items included 3A, 3B, 3C, 3D, 3E, 3H, 3I, 3J, 3K and 3L. Items 3F and 3G were pulled from the Consent Agenda for separate discussion.

- A. Intruder Safety Audit Update
- B. Approval of the Renaming of the Fox Tech Library
- C. Approval of the Inter Agency Affiliation Agreement (Agreement) Between SAISD and San Antonio Municipal Court Juvenile Case Manager Section
- D. Approval of the Memorandum of Understanding (MOU) Between SAISD and River City Federal Credit Union
- E. Approval of General Contractor for the 2020 Bond Renovations at CAST Med High School
- F. Approval of Temporary Portables for the Bond 2020 Project at Edison High School
Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.
- G. Approval of Dismantling and Removing Nine (9) Portables for the Bond 2016 Project at Lanier High School
Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.
- H. Approval of the Purchase of Dell Servers and Services
- I. Approval of Fund Balance Commitments for the Fiscal Year Beginning July 1, 2022
- J. Approval of Monthly Budget Reports and Amendments for November 2022
- K. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
- L. Approval of Minutes for the following meetings:
 - 1. October 1, 2022 Special Board Meeting
 - 2. October 11, 2022 Board Business Meeting A
 - 3. October 12, 2022 Internal Audit Subcommittee Meeting
 - 4. October 17, 2022 Board Business Meeting B

4. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 9:24 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076) to discuss and/or receive information about the items under this section listed as 4A1, 4A2, 4A3, 4A4, 4A5, 4A6, 4A7, 4A8, 4A9, 4A10, 4A11 and 4A12.
- B. Mrs. Martinez reconvened the Board in Open Session at 12:14 a.m. and took appropriate action on items discussed in Closed Session. Items 4A1 through 4A12 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. Consultation with legal counsel on Bond related legal issues. (TGC 551.071)
No action taken.
3. 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.
4. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Assistant Principal subject to the Superintendent's authority to reassign, and discussion and consultation with legal counsel regarding a request to the Commissioner of Education for approval of a Certification Waiver for out-of-state licensee for the position. (TGC 551.071 and TGC 551.074)
Motion by Mr. Valdez to approve the appointment of Myraida Santana Morales to the position of Assistant Principal, subject to the Superintendent's authority to reassign, and to authorize the Superintendent to request that the Commissioner of Education approve the Certification Waiver for out-of-state licensee for Ms. Santana Morales. Second by Mrs. Radle. This item was approved by a vote of 6-0 with Mrs. Sorensen being absent.
5. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Chief, Human Capital Management subject to the Superintendent's authority to reassign. (TGC 551.074)
Motion by Mr. Valdez to approve the appointment of Chris Martinez for the position of Chief, Human Capital Management, subject to the Superintendent's authority to reassign and to delegate Chris Martinez the authority to accept or reject an employee's resignation with an effective date during the contract term or after the resignation deadline in accordance with Board Policy DFE (Local). Second by Ms. Ozuna. This item was approved by a vote of 5-0 with Mrs. Sorensen being absent and Mrs. Martinez abstaining from the vote.
6. Consultation with Superintendent and discussion regarding the appointment of the candidate for the position of Chief, Information Technology subject to the Superintendent's authority to reassign. (TGC 551.074)
Motion by Mr. Valdez to approve the hiring of Evangelina Mendoza for the position of Chief, Information Technology, subject to the Superintendent's authority to reassign. Second by Mrs. Radle. This item was approved by a vote of 6-0 with Mrs. Sorensen being absent.
7. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
Mr. Valdez moved to render a finding that good cause does not exist for the following employees to abandon their contracts:
 1. Georgette Lockwood
 2. Katty Zied
 3. Marlen Bricio
 4. Taylor Amaya
 Mr. Valdez also made a motion to report to SBEC that the afore-mentioned employees have abandoned their contracts without good cause and that the District recommends sanctions against their certificates. Second by Mrs. Radle. This item was approved by a vote of 6-0 with Mrs. Sorensen being absent.
8. Consultation with legal counsel and discussion regarding Civil Action No. 5:22-cv-00449-JKP-RBF, Jane Doe, a Pseudonym v. San Antonio Independent School District, in the U.S. District Court for the Western District of Texas, San Antonio Division (TGC 551.071 and TGC 551.074)
Motion by Mr. Valdez to authorize the Superintendent to approve a settlement in resolution of Civil Action No. 5:22-cv-00449-JKP-RBF, Jane Doe, a Pseudonym v. San Antonio Independent School District, in the U.S. District Court for the Western District of Texas, San Antonio Division

as discussed in closed session. Second by Ms. Sebastian. This item was approved by a vote of 5-0 with Mrs. Radle abstaining from the vote and Mrs. Sorensen being absent.

9. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
No action taken.
10. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
No action taken.
11. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
No action taken.
12. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
No action taken.

5. Adjournment

- A. Mrs. Martinez adjourned the meeting on Tuesday, November 8, 2022 at 12:19 a.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, November 7, 2022 were duly approved at a meeting held on December 13, 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, November 9, 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, November 9, 2022, beginning at 12:13 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
- b. Ms. Alicia Sebastian, Board Vice President – Joined virtually and logged off at 1:00 p.m.
- c. Ms. Leticia Ozuna, Board Member
- d. Dr. Jaime Aquino, Superintendent
- e. Mr. Pablo Escamilla, Legal Counsel, Escamilla & Poneck - Absent
- f. Ms. Toni Thompson, Chief of Staff
- g. Mrs. Lourdes Martinez, Chief Internal Auditor
- h. Ms. Rosalia Vielma, Manager, Internal Auditor
- i. Mrs. Theresa Mendoza, Board Coordinator

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

Mr. Garza adjourned the meeting at 1:24 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, November 9, 2022 were duly approved at a meeting held on December 13, 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
Thursday, November 17, 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 Thursday, November 17, 2022, beginning at 6:12 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 4 Absent 3
 - 1. Mrs. Christina Martinez
 - 2. Ms. Alicia Sebastian
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza - Absent
 - 5. Ms. Leticia Ozuna
 - 6. Mrs. Patti Radle - Absent
 - 7. Mrs. Sarah Sorensen - Absent
- 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."

2. Closed Session

- A. Mrs. Martinez convened in Closed Session at 6:13 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.074 and TGC 551.082) to discuss and/or receive information about the item under this section listed as 2A1.
- B. Mrs. Martinez reconvene in Open Session at 8:13 p.m. and took appropriate action on item discussed in Closed Session.
 - 1. Hear and consider the Level III Grievance of Miguel Martinez and consult with attorney on matter. (TGC 551.071, TGC 551.074, and TGC 551.082)

Remedy number 1: Mr. Martinez would like to be hired as a foreman for heavy construction and work with a new assistant foreman to prepare them to jointly work together to ensure that all tasks within the department are able to be completed in a timely fashion.

Mr. Valdez moved to deny this remedy. Second by Leticia Ozuna. This item was denied by a vote of 4-0 with Mr. Garza, Mrs. Radle and Mrs. Sorensen being absent.

Remedy number 2: Mr. Martinez would like to receive any differential pay for the timely completed foreman duties in the absence of an actual foreman.

Mr. Valdez moved to approve remedy number 2 and direct the Superintendent to compensate according to the appropriate pay scale for the role of Foreman. Second by Leticia Ozuna. This item was approved by a vote of 4-0 with Mr. Garza, Mrs. Radle and Mrs. Sorensen being absent.

Remedy number 3: Mr. Valdez moved that there will be no retaliation against Mr. Martinez for filing this grievance. Second by Leticia Ozuna. This item was approved by a vote of 4-0 with Mr. Garza, Mrs. Radle and Mrs. Sorensen being absent.

3. Adjournment

A. Mrs. Martinez adjourned the meeting at 8:14 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 Thursday, November 17, 2022 were duly approved at a meeting held on December 13, 2022.

ATTEST:

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

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