



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
BOARD & SUPERINTENDENT SERVICES

514 W. Quincy St.
San Antonio, TX 78212
www.saisd.net
210.554.2207

BOARD BUSINESS MEETING

Monday, November 18, 2024
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. Sarah Sorensen
 - 7. Mrs. Stephanie Torres
 - 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. **Recognition**
 - A. Recognition of Green Elementary School at Riverside Park for Being Named a 2024 National Blue Ribbon School 5
- 3. **Governance**
 - A. Board Goals 1 & 2 - Beginning of Year MAP/Circle PK-2 Progress 7
 - B. Update on HB 3 Early Childhood and College, Career, and Military Readiness (CCMR) 9

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary
Ed Garza, Trustee

Leticia Ozuna, Trustee
1 Sarah Sorensen, Trustee

Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent



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| C. | Approval of the Targeted Improvement Plans (TIP) and the 2024 – 2025 Campus Improvement Plans (CIP) | 11 |
| D. | Deliberation And Possible Action on the Request to Sell/Exchange Unimproved Property on Camaron St. for a Proposed Baseball Stadium and the Possible Terms and Conditions for such Sale/Exchange | 14 |
| E. | Update on Always Learning Implementation | 16 |
| F. | Selection of the SAISD Board of Trustees to Cast Votes for the Election of Bexar Appraisal District Board of Directors for the 2024 - 2025 Term | 18 |
| 4. | Consent Agenda | |
| A. | Approval of the Modification of the Green Elementary School at Riverside Park Logo | 25 |
| B. | Acceptance of the Changes to the Audit Committee’s Charter as Recommended by the Audit Committee | 27 |
| C. | Acceptance of the Changes to the Internal Audit Department’s Charter as Recommended by the Audit Committee | 35 |
| D. | Approval of Installation of Gustavo “Gus” C. Garcia’s Texas Historical Marker on the grounds of Jefferson High School | 42 |
| E. | Approval of Package #2 Guaranteed Maximum Price for the 2020 Bond Project at Fox Tech High School | 45 |
| F. | Approval of Renewal of the 2024-2025 Interlocal Agreement Between SAISD and the City of San Antonio Department of Human Services | 47 |
| G. | Grant of Authority to the Board President related to Superintendent’s Participation in Outside Organizations | 104 |
| H. | Approval of District’s Annual Financial Report for Fiscal Year Ended June 30, 2024 | 106 |
| I. | Approval of Monthly Budget Reports and Amendments for November 2024 | 109 |
| J. | Approval of Procurement Services’ Recommendations for Bids, Proposals, and Awards | 120 |
| K. | Approval of Minutes for the following meetings: | |
| 1. | October 5, 2024 Board Workshop | 218 |
| 2. | October 7, 2024 Public Meeting | 220 |
| 3. | October 21, 2024 Public Hearing | 222 |
| 4. | October 21, 2024 Board Business Meeting | 223 |
| 5. | Closed Session | |
| A. | The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076) | |

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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 Executive Director, Transportation, subject to the Superintendent's authority to reassign. (TGC 551.074)
 4. Consultation with Superintendent and discussion regarding the reassignment of Interim Chief Operations Officer to the position of Chief Operations Officer subject to the Superintendent's authority to reassign. (TGC 551.074)
 5. Consultation with Superintendent and discussion regarding the reassignment of Interim Sr. ED of Child Nutrition to the position of Executive Director-A of Child Nutrition subject to the Superintendent's authority to reassign. (TGC 551.074)
 6. Consultation with Superintendent and discussion regarding the reassignment of Interim Executive Director-A of Total Rewards to the position of Executive Director-A of Total Rewards subject to the Superintendent's authority to reassign. (TGC 551.074)
 7. Approval of termination of probationary contract employee(s) for good cause pursuant to TEC Section 21.104 (TGC 551.071 and TGC 551.074)
 8. Proposal to terminate probationary contract employee(s) for good cause pursuant to TEC Section 21.104 (TGC 551.071 and TGC 551.074)
 9. 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)
 10. Consultation with legal counsel and discussion regarding Victor Mendoza v. San Antonio Independent School District; Cause No. 2023-CI-10431; in the 288th District Court of Bexar County, Texas (TGC 551.071)
 11. Consultation with legal counsel and discussion regarding potential student safety issues and also regarding Intruder Detection Audits that are confidential pursuant to Texas Education Code Section 37.1084(d) and Texas Government Code Sections 552.101 and 552.116. (TGC 551.071 and TGC 551.076)
 12. Consultation with legal counsel regarding 1882 Partner Contract and related issues. (TGC 551.071)
 13. Consultation with legal counsel regarding physical plant and related issues. (TGC 551.071)
- B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.

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Arthur V. Valdez, Secretary
Ed Garza, Trustee

Leticia Ozuna, Trustee
3 Sarah Sorensen, Trustee

Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent



6. Adjournment
A. Adjournment

NOTICE:

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

Any individual in need of services for the visually-impaired, the hearing-impaired, and/or non-English speakers should call the Board Services Office at (210) 554-2289 by 12:00 p.m. on the date of the meeting.

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Ed Garza, Trustee

4 Leticia Ozuna, Trustee
Sarah Sorensen, Trustee

Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Recognition of Green Elementary School at Riverside Park for Being Named a 2024 National Blue Ribbon School

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Dr. Jaime Aquino

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to recognize Green Elementary School at Riverside Park for being named a 2024 National Blue Ribbon School by the U.S. Department of Education.

The U.S. Department of Education's Blue Ribbon Schools Program, established in 1982, honors outstanding public and private elementary, middle, and high schools for their academic excellence and efforts to close achievement gaps among various student subgroups. A total of 356 schools were recognized nationwide during a two-day award ceremony in Washington, D.C., on November 7th and 8th, with 31 schools from Texas receiving this honor. Among them, Green Elementary stands out as the only school from the San Antonio and Bexar County region to receive this prestigious recognition this year. Green was awarded a plaque and flag for the school's entrance that symbolizes its exemplary status and as a respected symbol of outstanding teaching and learning.

The 2024 National Blue Ribbon Schools reflect the full diversity of American education and serve students from all backgrounds. National Blue Ribbon Schools are led by leaders who articulate a clear vision of instructional excellence and uphold high standards.

This prestigious award signifies a major achievement for our community and the dedicated faculty and staff at Green Elementary, highlighting their commitment to exceptional education. The campus will celebrate their Blue Ribbon Award on November 21st from 12 – 2p.m. This special recognition this is a true example of achieving student outcomes through the board goals.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2024 - 2025 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: Board Goals 1 & 2 - Beginning of Year MAP/Circle PK-2 Progress

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Dr. Shawn Bird, Deputy Superintendent
 Liza Rosenthal, Director Accountability & Compliance

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive information in alignment with their expressed value to ensure excellent schools in every neighborhood. This will include results for the Beginning of the Year (BOY) administration of CIRCLE for Grade PK and MAP for Grades K through 2. This report will provide insight into performance and growth in the early grades. The 2025 End-of-year (EOY) data for these assessments is included in the overall evaluation of both goals next summer. District data will be provided for both Reading and Math results for all students as well as by Race/Ethnicity and Program participation. Click below to access the video and presentation slides:

- <https://youtu.be/fmXJUXGseTk>
- [Board Goals 1 & 2 - BOY PK to 2 slides](#)

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Update on HB 3 Early Childhood and College, Career, and Military Readiness (CCMR)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Dr. Shawn Bird, Deputy Superintendent
Johnny Vahalik, Assistant Superintendent

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The SAISD Board will receive a public presentation on district progress towards SAISD's House Bill (HB). All plans are required to include:

- a. At least one assigned district-level administrator to coordinate implementation and submit an annual report to the board on the district's progress;
- b. An annual review by the board at a public meeting;
- c. An annual report posted on the district websites; and
- d. Specific, quantifiable, annual goals for five years at each campus.

The presentation will highlight performance data for the 2023-24 school year and key focus areas for the district and campuses, review overall performance on the past 5-year goals. In addition, the presentation will elaborate on how the HB3 plans for Early Childhood and CCMR will help the district achieve the overall 5-year Board Goals and Guardrails. The HB3 plans will be posted on the district web page following this public presentation. Click below to access the video presentation or slides.

- <https://vimeo.com/1024905300/ffb33f6a8d?share=copy>
- [Update on HB 3 Early Childhood and CCMR](#)

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Targeted Improvement Plans (TIP) and the 2024 – 2025 Campus Improvement Plans (CIP)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent

PRESENTER: Dr. Shawn Bird

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Targeted Improvement Plans (TIP) and the 2024 – 2025 Campus Improvement Plans (CIP). Click below to access the video and presentation slides:

- <https://youtu.be/AF8bC59uzxM>
- [TIP and CIP Slides](#)

Targeted Improvement Plans

The Elementary and Secondary Education Act (ESEA) Title I, 1003 authorizes school improvement grants, P.L. 114-95, Section 1003. Nine San Antonio ISD campuses were awarded an Effective Schools Focused grant. Any grant recipient must be eligible for and receive Title I, Part A funds. Finally, campuses receiving this grant must submit a Targeted Improvement Plan (TIP) to the Texas Educational Agency (TEA).

Each plan examines research-based and effective campus and classroom systems. In developing these plans, campuses used eight reflection tools to compare existing and highly effective methods. Campuses then focused on two or three systems for improvement throughout the year, including milestones and monitoring.

The 2024-2025 Targeted Improvement Plans will be available to the public pending board approval.

Campus Improvement Plans

All campuses that receive ESSA Title I funds are required to develop a Campus Improvement Plan that is:

- based on a comprehensive needs assessment (CNA) that identifies pressing needs and root causes. Sec. 1114(b)(2); Sec. 1114(b)(6); TEC § 11.253(c), TEC § 39.053
- developed with the involvement of teachers, staff, parents, and community members. Sec. 1114(b)(2); TEC § 11.253(c); TEC § 11.253(g)
- regularly monitored, revised, and evaluated by the campus leadership team. Sec. 1114(b)(3); TEC § 11.251, TEC § 11.253(h)

- available to the public & in a language & format parents can understand. Sec. 1114(b)(4), TEC § 11.253(g)
- coordinating and integrating federal, state, & local programs. Sec. 1114(b)(5)
- a tool that measures performance objectives with resources, staff, and timelines. TEC § 11.253(d)(4), TEC § 11.253(d)(5), TEC § 11.253(d)(6), TEC § 11.253(d)(7)
- a means to increase parent & family engagement. Sec. 1116(b), Sec. 116(e), TEC § 11.253(d)(7)
- filled with research-based instructional strategies/activities for implementation to:
 - provide opportunities for all children and sub-pops to improve academic performance Sec. 1114 (b)(7)(A)(i)
 - strengthen academic programs Sec. 1114 (b)(7)(A)(ii)
 - increase amount & quality of learning time Sec. 1114 (b)(7)(A)(ii)
 - provide an enriched & accelerated curriculum Sec. 1114 (b)(7)(A)(ii)
 - add systems for students at risk of not meeting state standards Sec. 1114 (b)(7)(A)(i)

The 2024-2025 Campus Improvement Plans are currently available to the public via the campus website.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the Targeted Improvement Plans and Campus Improvement Plans, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Deliberation And Possible Action on the Request to Sell/Exchange Unimproved Property on Camaron St. for a Proposed Baseball Stadium and the Possible Terms and Conditions for such Sale/Exchange**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent, Operations

PRESENTER: Patti Salzmann

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve a proposal for the sale and exchange of 2.3 acres property on Camaron Street to Bexar County for the development of a stadium for the Missions Baseball.

The [proposal](#) outlines our terms toward a final agreement.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the attached proposal for the sale and exchange of 2.3 acres property on Camaron Street to Bexar County for the development of a baseball stadium.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Costs associated with the proposal are to be incurred by the Missions Group and Bexar County.

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Update on Always Learning Implementation

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Patti Salzmann, Deputy Superintendent

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive an update on the Always Learning Implementation. Together, as a family of dedicated employees, families, and community members, we have forged a collective path to construct the schools we envision for our students. This shared vision is embodied in the Always Learning Plan. The District will offer a comprehensive status update on the ongoing implementation of this plan. The presentation will encompass achievements, revisions, and areas where opportunities for improvement exist. This is a presentation-only item. No action is required. Click below to watch the video recording or access the pdf presentation.

- <https://vimeo.com/1025548957/a144b5b71e?share=copy>
- [Update on Always Learning](#)

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Selection of the SAISD Board of Trustees to Cast Votes for the Election of Bexar Appraisal District Board of Directors for the 2025 Term

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Christina Martinez, Board President

PRESENTER: Theresa Mendoza, Board Coordinator, Board & Superintendent Services

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to cast votes for a candidate or candidates for the election to the Bexar Appraisal District Board of Directors for the 2025 term.

As required by Section 6.03(k), Texas Property Tax Code, the number of votes to which each taxing unit is entitled in this year's selection process has been calculated. (This information is included in the agenda documentation.) Each taxing unit authorized to vote may do so by Resolution of its governing body, one or more candidate for a position on the Bexar County Appraisal District Board of Directors. The San Antonio ISD is entitled to cast a total of 395 votes.

Votes must be submitted by resolution no later than December 15, 2024.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board cast their votes for the 2025 election of the Bexar Appraisal District Board of Directors.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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- 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.



RESOLUTION

WHEREAS, it is the desire of the Board of Trustees of the San Antonio Independent School District to cast its votes towards the Election Ballot of the Bexar Appraisal District Board of Directors.

THEREFORE, BE IT RESOLVED, by the Board Trustees of the San Antonio Independent School District, acting for and on behalf of the San Antonio Independent School District shall cast

_____ votes for _____

for the Bexar Appraisal District Board of Directors for the January 1, 2025 through December 31, 2025 term.

AND THAT, Christina Martinez, Board President, is authorized to execute this Resolution for and on behalf of the Board of Trustees of the San Antonio Independent School District.

Adopted and Approved this 18th day of November, 2024.

ATTEST:

Christina Martinez
President, Board of Trustees
San Antonio Independent School District



BEXAR APPRAISAL DISTRICT

BOARD OF DIRECTORS

DAVE GANNON
Chair
JON FISHER
Vice Chair
Dr. ADRIANA ROCHA GARCIA
Councilwoman, District 4
Secretary

411 N. Frio, P.O. Box 830248
San Antonio, TX 78283-0248
Phone (210) 224-8511
Fax (210) 242-2451
ROGELIO SANDOVAL, Chief Appraiser

BOARD OF DIRECTORS

Dr. RALPH E. BARKSDALE
Reverend
ROBERT BRUCE
ERIKA HIZEL
NAOMI MILLER
REBECCA RUIZ
ALBERT URESTI, MPA
Tax Assessor-Collector

October 17, 2024

VIA CERTIFIED MAILER
9589 0710 5270 0464 1186 90

Ms. Christina Martinez, President of the Board
San Antonio ISD
514 W. Quincy
San Antonio, TX 78212

RE: 2025 Bexar Appraisal District Board of Directors Appointments – Voting Phase

Dear Ms. Martinez:

Thank you to those who participated in the nomination phase of the Bexar Appraisal District Board of Directors appointment process. Enclosed is a ballot listing all the nominees in alphabetical order and the voting entitlement of each taxing unit.

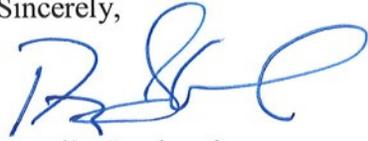
As required by Section 6.03(k), Texas Property Tax Code, the governing body of each taxing unit entitled to vote shall **do so by resolution, which must be submitted along with the ballot to the Chief Appraiser before December 15th.** As a reminder, Section 6.03, Texas Property Tax Code states that taxing units with at least 5% of the total votes in the appointment of the Bexar Appraisal District Board of Directors must determine its vote by resolution adopted at the first or second open meeting of the governing body held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body.

Only votes cast by resolution and submitted before December 15th will be counted in the voting process. The five candidates with the most votes will be declared appointed, and the results will be delivered to each taxing unit by December 31st.

To implement the necessary term changes and as required by Section 5.13(d), Texas Property Tax Code, members appointed in this cycle shall draw lots at the first meeting of 2025 to determine which two shall serve a term of one year, beginning January 1st, 2025 and expiring December 31st, 2025, and which three shall serve a term of three years, starting January 1st, 2025 and expiring December 31st, 2027. After that, appointed members will serve in four-year terms.

If you have any questions regarding this process, please contact me or my Executive Assistant, Jimmy Saiz, at (210) 242-2409.

Sincerely,



Rogelio Sandoval
Chief Appraiser

Enclosures

CC Via Regular Mail w/Enclosures:

Dr. Jaime Aquino, Superintendent

Ms. Dottie Carreon, Chief Financial Officer

Ms. Theresa Mendoza, Board Services Manager



OFFICIAL ELECTION BALLOT OF
BEXAR APPRAISAL DISTRICT BOARD OF DIRECTORS
JANUARY 1 THROUGH DECEMBER 31, 2025 TERM

VOTE MUST BE MADE BY RESOLUTION.
THIS BALLOT MUST BE SUBMITTED WITH A RESOLUTION FOR YOUR VOTE
TO BE COUNTED.

TAXING UNIT NAME: _____

CANDIDATE

NUMBER OF VOTES

DR. RALPH BARKSDALE
(NOMINATED BY BEXAR COUNTY) _____

DR. ROGER BOOKER
(NOMINATED BY CITY OF SCHERTZ) _____

JON FISHER
(NOMINATED BY NORTH EAST ISD) _____

DAVE GANNON
(NOMINATED BY NORTHSIDE ISD) _____

DR. ADRIANA ROCHA GARCIA
(NOMINATED BY CITY OF SAN ANTONIO) _____

TAMMY GLASCOE
(NOMINATED BY CITY OF SCHERTZ) _____

LESLIE SACHANOWICZ
(NOMINATED BY ALAMO COMMUNITY COLLEGE DISTRICT) _____

| Taxing Unit | 2023 Tax Levy | Sum of Levies | Votes | % of Votes |
|-------------------------------|------------------|--------------------|-------|------------|
| ALAMO COMMUNITY COLLEGE DIST. | \$352,556,080.00 | \$4,005,118,459.00 | 440 | 8.80% |
| CITY OF ALAMO HEIGHTS | \$7,970,802.00 | \$4,005,118,459.00 | 10 | 0.20% |
| ALAMO HEIGHTS ISD | \$77,276,272.00 | \$4,005,118,459.00 | 96 | 1.93% |
| CITY OF BALCONES HEIGHTS | \$2,165,772.00 | \$4,005,118,459.00 | 3 | 0.05% |
| BEXAR COUNTY | \$603,025,605.00 | \$4,005,118,459.00 | 753 | 15.06% |
| BOERNE ISD | \$31,171,310.00 | \$4,005,118,459.00 | 39 | 0.78% |
| CITY OF CASTLE HILLS | \$4,713,877.00 | \$4,005,118,459.00 | 6 | 0.12% |
| CITY OF CHINA GROVE | \$386,555.00 | \$4,005,118,459.00 | 0 | 0.01% |
| COMAL ISD | \$36,725,302.00 | \$4,005,118,459.00 | 46 | 0.92% |
| CITY OF CONVERSE | \$11,084,608.00 | \$4,005,118,459.00 | 14 | 0.28% |
| EAST CENTRAL ISD | \$64,845,037.00 | \$4,005,118,459.00 | 81 | 1.62% |
| EDGEWOOD ISD | \$22,898,510.00 | \$4,005,118,459.00 | 29 | 0.57% |
| CITY OF ELMENDORF | \$932,275.00 | \$4,005,118,459.00 | 1 | 0.02% |
| CITY OF FAIR OAKS RANCH | \$4,638,223.00 | \$4,005,118,459.00 | 6 | 0.12% |
| FLORESVILLE ISD | \$27,830.00 | \$4,005,118,459.00 | 0 | 0.00% |
| CITY OF GREY FOREST | \$63,881.00 | \$4,005,118,459.00 | 0 | 0.00% |
| HARLANDALE ISD | \$30,649,855.00 | \$4,005,118,459.00 | 38 | 0.77% |
| CITY OF HELOTES | \$4,823,311.00 | \$4,005,118,459.00 | 6 | 0.12% |
| CITY OF HILL COUNTRY VILLAGE | \$662,385.00 | \$4,005,118,459.00 | 1 | 0.02% |
| TOWN OF HOLLYWOOD PARK | \$3,481,288.00 | \$4,005,118,459.00 | 4 | 0.09% |
| JUDSON ISD | \$147,229,534.00 | \$4,005,118,459.00 | 184 | 3.68% |
| CITY OF KIRBY | \$3,268,327.00 | \$4,005,118,459.00 | 4 | 0.08% |
| CITY OF LEON VALLEY | \$6,206,190.00 | \$4,005,118,459.00 | 8 | 0.15% |
| CITY OF LIVE OAK | \$7,535,592.00 | \$4,005,118,459.00 | 9 | 0.19% |
| CITY OF LYTLE | \$5,533.00 | \$4,005,118,459.00 | 0 | 0.00% |
| MEDINA VALLEY ISD | \$30,991,304.00 | \$4,005,118,459.00 | 39 | 0.77% |
| NORTH EAST ISD | \$492,382,546.00 | \$4,005,118,459.00 | 615 | 12.29% |
| NORTHSIDE ISD IN BEXAR COUNTY | \$742,072,266.00 | \$4,005,118,459.00 | 926 | 18.53% |
| CITY OF OLMOS PARK | \$3,964,571.00 | \$4,005,118,459.00 | 5 | 0.10% |
| CITY OF SAN ANTONIO | \$808,814,725.00 | \$4,005,118,459.00 | 1010 | 20.19% |
| SAN ANTONIO ISD | \$316,455,361.00 | \$4,005,118,459.00 | 395 | 7.90% |
| CITY OF SANDY OAKS | \$568,543.00 | \$4,005,118,459.00 | 1 | 0.01% |
| CITY OF SCHERTZ | \$3,295,460.00 | \$4,005,118,459.00 | 4 | 0.08% |
| SCHERTZ-CIBOLO ISD | \$14,263,764.00 | \$4,005,118,459.00 | 18 | 0.36% |
| CITY OF SELMA | \$2,081,231.00 | \$4,005,118,459.00 | 3 | 0.05% |
| CITY OF SHAVANO PARK | \$4,835,316.00 | \$4,005,118,459.00 | 6 | 0.12% |
| CITY OF SOMERSET | \$999,660.00 | \$4,005,118,459.00 | 1 | 0.02% |
| SOMERSET ISD IN BEXAR COUNTY | \$6,155,122.00 | \$4,005,118,459.00 | 8 | 0.15% |
| SOUTH SAN ISD | \$30,061,876.00 | \$4,005,118,459.00 | 38 | 0.75% |
| SOUTHSIDE ISD | \$25,992,088.00 | \$4,005,118,459.00 | 32 | 0.65% |
| SOUTHWEST ISD | \$75,448,918.00 | \$4,005,118,459.00 | 94 | 1.88% |
| CITY OF ST HEDWIG | \$1,207,166.00 | \$4,005,118,459.00 | 2 | 0.03% |
| CITY OF TERRELL HILLS | \$6,948,578.00 | \$4,005,118,459.00 | 9 | 0.17% |
| CITY OF UNIVERSAL CITY | \$10,420,187.00 | \$4,005,118,459.00 | 13 | 0.26% |
| CITY OF WINDCREST | \$3,815,823.00 | \$4,005,118,459.00 | 5 | 0.10% |

| | | | | |
|--------------|--------------------|--|------|------|
| TOTAL | \$4,005,118,459.00 | | 5000 | 100% |
|--------------|--------------------|--|------|------|

Texas Property Tax Code Sec. 6.03

"The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district."

***A recent amendment to Section 6.03, Texas Tax Code states "A taxing unit with at least 5% of the total votes in the election for Bexar Appraisal District Board of Directors must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body."**

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Modification of the Green Elementary School at Riverside Park Logo

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Ed.D., Deputy Superintendent

PRESENTER: Dr. Shawn Bird

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the modified mascot and logo for Green at Riverside Park.



The updated logo is being requested as a result of rightsizing, which merged the campuses of Robert B. Green Elementary School and Riverside Park Elementary School to form Green at Riverside Park. The community came together and created a new mascot and logo, which is presented for your approval.

School administration and faculty held meetings with parents, students, and community members to gather input on the proposed logo modification. The responses were highly positive.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the modified mascot and logo for Green at Riverside Park.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2024 - 2025 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: Acceptance of the Changes to the Audit Committee’s Charter as Recommended by the Audit Committee

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Ed Garza, Audit Committee Chairperson

PRESENTER: Lourdes Martinez, Chief Internal Auditor

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to accept the proposed changes to the Audit Committee’s Charter as recommended by the Audit Committee. The proposed revisions reflect the changes to the new Global Internal Audit Standards and Topical Requirements which become effective January 9, 2025.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2024 - 2025 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.
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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)

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- 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.

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:

- Accept internal audit reports presented to the committee and at its discretion bring matters to the Board for review and possible action.
- 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 any external audits and non-audit services.
- Review and recommend for approval to the Board the Internal Audit Charter, audit function's strategic plan, audit plan, performance objectives and quality assessments.
- 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 the annual budget and resource plan for the Internal Audit Department and recommend to the Board the inclusion of the annual budget in the district's fiscal year budget adopted annually by the Board of Trustees 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: The Committee will conduct meetings as follows:

- 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 at least annually, 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.
- Accept internal audit reports presented to the committee and at its discretion bring matters to the board for review and possible action.

- Receive ~~completed internal audit reports, and~~ other communications deemed necessary by the Chief Internal Auditor and make recommendations to the Board as needed 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 Practices Framework which includes the Global Internal Audit Standards (Standards) and Topical Requirements. 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.

DRAFT

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Acceptance of the Changes to the Internal Audit Department’s Charter as Recommended by the Audit Committee

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Ed Garza, Audit Committee Chairperson

PRESENTER: Lourdes Martinez, Chief Internal Auditor

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to accept the proposed changes to the Internal Audit Department’s Charter as recommended by the Audit Committee. The proposed revisions reflect the changes to the new Global Internal Audit Standards and Topical Requirements which become effective January 9, 2025.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2024 - 2025 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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- 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.

San Antonio Independent School District Internal Audit Department Charter

~~The Internal Audit Charter establishes the Internal Audit Department's position within the San Antonio Independent School District (SAISD); authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of work of the Department.~~

PURPOSE

~~The purpose of the Internal Audit Department (the Department) is to strengthen the District's ability to create, protect and sustain value by providing the board and management with independent, risk-based and objective assurance, advice, insight and foresight. provide independent, objective assurance, and consulting activity guided by a philosophy of adding value to improve the operations of the district. It assists SAISD in accomplishing its objectives by providing guidance and recommendations to improve the effectiveness of the district's risk management, internal control, and governance processes.~~

ROLE

~~The Internal Audit Department (the Department) is established by the SAISD Board of Trustees (hereafter referred to as the Board) as directed by the Texas Education Code Section 11.170. The Department's responsibilities are defined by the Board as part of their oversight role.~~

Professionalism STANDARDS FOR THE PROFESSIONAL PRACTICE OF INTERNAL AUDITING

~~The Department will govern itself by conforming to the adherence to the Institute of Internal Auditors' mandatory elements of the Institute of Internal Auditor's International Professional Practices Framework which includes the Global Internal Audit Standards (Standards) and Topical Requirements. including the Definition of Internal Auditing, the Code of Ethics, and the *International Standards for the Professional Practice of Internal Auditing (Standards)*. This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and evaluating the effectiveness of the Department's performance.~~

In addition, the Department will adhere to SAISD's relevant policies, procedures and guidelines and the Department's standard operating procedures manual.

Authority

~~The Internal Audit Department is established by the SAISD Board of Trustees (hereafter referred to as the Board) as directed in the Texas Education Code Section 11.170. The Board authorizes the Internal Audit Department, with strict accountability for confidentiality and safeguarding of records to:~~

- Have full, free, and unrestricted access to all SAISD functions, records, physical properties, and personnel ~~pertinent to carrying out relevant to the performance of any engagement or audit work-~~
- Have full and free access to the Board.
- Obtain ~~All the~~ necessary assistance of personnel in areas of the District where audits or other work is performed. ~~personnel are required to assist the Department in fulfilling its role and responsibilities. The Department will also have free and unrestricted access to the Board.~~
- Anticipate management's timely response to information requests, audit responses and the implementation of corrective action plans.

Organizational Positioning

The Chief Internal Auditor (CIA) will report functionally to the Board, in the manner outlined in the Audit Committee Charter, and administratively to the Superintendent.

The Audit Committee will:

- Review ~~and recommend the approval of~~ the Internal Audit Charter annually and if necessary recommend any changes to the Board for approval
- Review and recommend the approval of the risk based internal audit plan and any major changes to the plan
- Review and set the internal audit budget and resource plan and recommend ~~its the~~ inclusion of the internal audit budget in the district's annual budget
- Receive communications from the CIA on the Department's performance relative to ~~its the~~ audit plan and ~~other matters performance objectives~~
- Accept internal audit reports presented to the committee and at its discretion bring matters to the Board for review and possible action
- Make recommendations regarding the appointment, dismissal, and compensation of the CIA
- Make appropriate inquiries of management and the CIA to determine whether there is inappropriate scope or resource limitations

The Chief Internal Auditor will communicate and interact directly with the Audit Committee and the Board periodically, including in closed sessions and between Audit Committee meetings as appropriate needed.

Independence and Objectivity

The Department will remain free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, or report content. If the CIA

determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to the Audit Committee.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any activity that may impair their judgement.

Internal auditors will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being audited and shall not be unduly influenced by their own interests or by others in forming judgments.

At least annually, the chief internal auditor will confirm to the Audit Committee the organizational independence of the Department.

Scope of Work

The scope of work of the Internal Audit Department is to determine whether the district's network of risk management, control, and governance processes, as designed and represented by management, is adequate and functioning in a manner to ensure:

- Risks relating to the achievement of SAISD's strategic goals and objectives are appropriately identified and managed.
- Significant financial, managerial, and operating information is accurate, reliable, and timely.
- Employees' ~~and contractors'~~ actions comply with policies, procedures, and applicable laws, regulations, and governance standards.
- Resources are acquired economically, used efficiently, and adequately protected
- Programs, plans, and objectives are achieved and carried out effectively and efficiently.
- Quality and continuous improvement are fostered in the district's control processes
- Significant legislative or regulatory issues impacting the district are recognized and addressed properly.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during audits engagements. They will be communicated to the appropriate level of management and the Audit Committee.

Accountability

The chief internal auditor, in the discharge of his or her duties, will be accountable to the Board and senior management to:

- Provide annually ~~a report of the Department's activities and~~ an assessment of the adequacy and effectiveness of the district's ~~control processes~~ for controlling its activities and managing its and risks management in of the areas set forth under the scope of work audited.
- Report significant issues related to the processes for controlling the activities of the district, including potential improvements to those processes, and provide information concerning such issues through resolution.
- Provide information periodically on the status and results of the annual audit plan and the sufficiency of department resources.

Responsibility

The chief internal auditor and staff of the Internal Audit Department have the responsibility to:

- Develop a flexible annual audit plan using an appropriate risk-based methodology, including any risks or control concerns identified by management, and submit that plan to the Board for approval.
- Implement the annual audit plan as approved, including, any special projects requested by management and the Board ~~as deemed necessary.~~
- Establish a quality assurance improvement program that covers all aspects of the internal audit function and for which the chief internal auditor communicates the results to management and the Board
- Provide a list of significant measurement goals and results to the Audit Committee and the Board
- Maintain a professional internal audit staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirement of this charter.
- Issue periodic audit reports to district management, the Audit Committee and the Board summarizing results of audit activities and recommendations.
- Follow up on audit recommendations and corrective action plans and report periodically to senior management, the Audit Committee and the Board any corrective action plans not effectively implemented.
- Perform ~~consulting— advisory~~ services, beyond the department's assurance services, to assist management in meeting its objectives. ~~(examples may include advisory services, control self-assessment, and training).~~
- Maintain and manage the Fraud Hotline; ~~and~~ assist in the investigation of suspected fraudulent activities within the District and notify management, the Audit Committee, and the Board of the results.

- Keep the Board informed of emerging trends and successful practices in internal auditing.

Quality Assurance and Improvement Program

The CIA will develop and maintain a quality assurance and improvement program that covers all aspects of the Department. The program will include an evaluation of the Department's conformance with the Definition of Internal Auditing and the *Standards* and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the Department and identifies opportunities for improvement.

The CIA will communicate to senior management and the Audit Committee on the Department's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years.

DRAFT

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Installation of Gustavo “Gus” C. Garcia’s Texas Historical Marker on the grounds of Jefferson High School

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent, Operations

PRESENTER: Kamal ElHabr, Part-Time Professional, Operations

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the installation of Gustavo “Gus” Garcia’s Texas Historical Marker on the grounds of Jefferson High School. Approval from the Board is required in all matters relating to major art pieces, including murals, statutes, memorials, monuments, and all commissioned art, in accordance with Policy CW(LOCAL).

Gus Garcia (1915–1964) was a prolific Mexican American civil rights attorney and a legal advisor to various Latin advocacy organizations in Texas including the League of United Latin American Citizens (LULAC) and the American GI Forum. Most notably, Garcia was one of the lead attorneys in the foundational Supreme Court case, *Hernandez v. State of Texas* (1954). The case was the first Mexican American civil rights lawsuit brought before the Supreme Court during a postwar period. The Supreme Court ruled in favor of Garcia and the Hernandez legal team. *Hernandez v. Texas* reshaped constitutional protections based on race under the 14th amendment and is a hallmark moment in the legal history of Mexican Americans in the United States.

Gus Garcia graduated as class valedictorian from Thomas Jefferson High School in 1932. He also served as a member of the SAISD board of education. The attached marker text details Garcia’s biographical history and briefly offer an overview of his capacious legal activism in support of Mexican American civil rights issues.

The specific location of the marker will be determined with guidance from the Texas Historic Commission requirements, input from Bond 2020’s project design team, approval of the City’s Office of Historic Preservation, and coordination with campus leadership.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the installation of Gustavo “Gus” Garcia’s Texas Historical Marker on the grounds of Jefferson High School.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A. The marker is the property of the State of Texas. Installation cost to be funded through a steering committee led by Dr. ToniAnn D Trevino.

IV. 2024 - 2025 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.

27" x 42" Official Texas Historical Marker with post
Bexar County (Job #22BX09) Subject (Atlas 23768) UTM:
Location: San Antonio, 723 Donaldson Ave.

GUSTAVO "GUS" C. GARCÍA
(1915-1964)

GUSTAVO "GUS" CHARLES GARCÍA WAS A PROMINENT CIVIL RIGHTS ATTORNEY WHO ADVOCATED FOR MEXICAN AMERICANS. BORN IN LAREDO, WEBB COUNTY, ON JULY 27, 1915, GARCÍA GRADUATED AS CLASS VALEDICTORIAN FROM THOMAS JEFFERSON HIGH SCHOOL IN 1932. HE ATTENDED LAW SCHOOL AT THE UNIVERSITY OF TEXAS (UT) AT AUSTIN AND PASSED THE BAR EXAM IN 1938. HE BEGAN HIS LEGAL CAREER IN DISTRICT AND CITY ATTORNEY OFFICES IN SAN ANTONIO. GARCÍA WAS A NOTABLE CONTRIBUTOR TO THE LEAGUE OF UNITED LATIN AMERICAN CITIZENS (LULAC) AND SERVED AS A LEGAL ADVISOR TO THE ORGANIZATION BETWEEN 1939 AND 1940. HE ALSO CONTRIBUTED TO SCHOOL INTEGRATION LITIGATION. IN 1941, HE WAS DRAFTED INTO THE ARMY DURING WORLD WAR II AND REACHED THE RANK OF FIRST LIEUTENANT.

AFTER HIS SERVICE, GARCÍA CONTINUED TO WORK AS A LEGAL ADVISOR TO VARIOUS MEXICAN AMERICAN ADVOCACY GROUPS SUCH AS THE AMERICAN G.I. FORUM. HE ADVOCATED FOR BRACERO WORKERS, SAT ON SEVERAL CIVIC BOARDS, AND WAS THE FIRST LATINO ELECTED TO THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (SAISD) SCHOOL BOARD. MOST NOTABLY, GARCÍA SERVED AS ONE OF THE LEAD ATTORNEYS IN TWO PIVOTAL LEGAL CHALLENGES TO RACIAL DISCRIMINATION AGAINST MEXICAN AMERICANS: *DELGADO v. BASTROP ISD* (1948) AND *HERNÁNDEZ v. STATE OF TEXAS* (1954). IN *DELGADO*, GARCÍA SUCCESSFULLY CHALLENGED THE LEGALITY OF SEGREGATING MEXICAN AMERICAN STUDENTS FROM WHITE STUDENTS. IN *HERNÁNDEZ*, GARCÍA AND A TEAM OF PRO BONO LAWYERS CONVINCED THE UNITED STATES SUPREME COURT TO DECLARE THAT THE THEN-WIDESPREAD PRACTICE IN TEXAS OF EXCLUDING MEXICAN AMERICANS FROM JURIES WAS UNCONSTITUTIONAL. THE FAVORABLE RULING DETERMINED THAT DISCRIMINATION AGAINST ETHNIC MEXICANS IN TEXAS VIOLATED THEIR 14TH AMENDMENT RIGHTS AND ENTITLED THEM TO LEGAL PROTECTIONS. GARCÍA PRACTICED LAW IN HOUSTON, SAN ANTONIO, AND KINGSVILLE. HE DIED ON JUNE 3, 1964 AND IS BURIED IN FORT SAM HOUSTON NATIONAL CEMETERY.

(2022)

MARKER IS PROPERTY OF THE STATE OF TEXAS

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Package #2 Guaranteed Maximum Price for the 2020 Bond Project at Fox Tech High School

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Yvonne Little, Senior Executive Director, Capital Development & Construction Services

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve [Package #2](#) Guaranteed Maximum Price (GMP) for the 2020 Bond Project at Fox Tech High School. The GMP was prepared by construction manager, Bartlett Cocke General Contractors and was based on construction documents prepared by Alta Architects.

The work to be done at Fox Tech High School will include selective demolition, renovation of the arts area and new construction. The scope also includes a parking area, IT upgrades, and security upgrades. Construction will also include the installation of a new playground.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Guaranteed Maximum Price Package #2 of 2 for the 2020 Bond project at Fox Tech High School to Bartlette Cocke General Contractor and to authorize the Superintendent or designee to execute all associated contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through Bond 2020 Funds: 661-81-6629-00-004-99-M-10

| | |
|---------------------------------------|------------------------|
| GMP | \$62,902,271.00 |
| Alternate #1 – Acceptance Recommended | \$973,154.00 |
| Alternate #3 – Acceptance Recommended | \$434,916.00 |
| Alternate #4 – Acceptance Recommended | \$366,034.00 |
| Alternate #5 – Acceptance Recommended | \$284,644.00 |
| CMAR GMP #2 | \$64,961,019.00 |
| Program Contingency | \$1,000,000.00 |
| Total | \$65,961,019.00 |

IV. 2024 - 2025 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 Renewal of the 2024-2025 Interlocal Agreement Between SAISD and the City of San Antonio Department of Human Services

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent

PRESENTER: Colleen Bohrmann, Senior Executive Director

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the renewal of the 2024-2025 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 169 days and observe the 2024-25 SAISD School Opening and Instructional Continuity Plan.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Move that the Board approves the proposed interlocal agreement with SAISD and the City of San Antonio Department of Human Services, as presented, nunc pro tunc, as of October 1, 2024, for participation in the After-School Challenge Program.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

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

IV. 2024 - 2025 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: | November 18, 2024 |
| Agenda Title: | Approval of the Renewal of the 2023-2024 Interlocal Agreement between SAISD and the City of San Antonio Department of Human Services |
| Presenter: | Colleen Bohrmann, Senior Executive Director for Learning and Compliance Support Services |
| 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? | The overall After School Challenge Program Costs is \$2,496,259 of which the difference between the COSA Grant and SAISD costs is paid with local funds. |
| 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 4,034 | ~325 Provider Frontline Staff (Ratio 1:25) | Target Number is 61 | \$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 |

SUPPORTING DATA

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

| | |
|---|--|
| <p>Questions to consider:</p> <p>If a renewal, include historical data that supports the renewal and continued partnership</p> <p>If a new partnership, why are we participating in the new program or partnership?</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 performance in reading, attendance, and next grade level progression.</p> |
|---|--|

In 2024-2025, SAISD has an enrollment target of 4,034 and has already met 93% (3,924) of the target enrollment. 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 YMCA and campus site in-person registration, and promotion via social media.

| AFTER SCHOOL CHALLENGE PROGRAM DATA | | | | |
|--|---|---|----------------------------|-----------------------------|
| | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 |
| COSA Funding | \$1,024,259 | \$1,573,260 | \$1,573,260 | \$1,573,260 |
| Enrollment Target | 3,025 | 4,340 | 4,340 | 4,034 |
| EOY Enrollment | 1,869 (During COVID met 62% of the Goal) | 3,189 (During COVID met 74% of the Goal) | 4,098 (94% of the Goal) | 4,234 (105% of the Goal) |
| Per Student Cost | \$550.00/year | \$550.00/year | \$550.00/year | \$550.00/year |
| Reading STAAR After School Challenge | 50% | 66% | 69% | 68% |
| Reading STAAR Non-Challenge | 45% | 63% | 60% | 60% |
| % Pass to Next Grade Level | 99.9% | 99.8% | 98% | 99% |
| Family Income Levels at \$0-\$40,000 | 42% | 69% | 74% | 76% |

*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, 2024 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, 2024 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 parol agreement with District being expressly waived by District.
- B. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. District also understands that the Charter of the City requires that all contracts with the City and amendments thereto be in writing and approved by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further

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

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

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

Section 20: Construction, Jurisdiction, and Venue

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

Section 21: Authority

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

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

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

**SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT**

By: _____
Melody Woosley, Director
Department of Human Services

By: _____
Dr. 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 2025**

| Agreement Section | Description | Terms and Conditions |
|--------------------------|---|---|
| Section 2.D. | District's School Years; District's Instruction Year | 2024-2025 and 2025-2026 [e.g., August 2024 – June 2025] |
| Section 2.D. | Number of Campuses | 61 Campuses |
| Section 2.D. | Specific Campuses | See Attachment |
| Section 2.D. | Minimum Number of School Days | 169 days of operation in the 2024-2025 academic school year that is covered under this contract which begins August 19, 2024 and ends June 29, 2025. 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 (3:20 – 6:20 p.m.) |
| Section 2.D. | Minimum Enrollment Slots | Minimum of 25 students at the after-school sites |
| 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 |

SCOPE OF WORK

AGENCY NAME: San Antonio Independent School District

PROGRAM NAME: Extended Learning

CONTRACT TERM: October 1, 2024 to September 30, 2025

OUTCOME:

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

LONG TERM GOAL (GV Project Goal):

80% of all grades' students "approach grade level or above" in all subjects of the STAAR Test in:

- East Central ISD
- Harlandale ISD
- Northside ISD
- South San Antonio ISD
- Edgewood ISD
- Northeast ISD
- San Antonio ISD
- Southwest ISD

SCOPE OF WORK (GV Project Summary/Abstract):

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

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

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

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

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

SERVICE PLAN:

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

Components of the program will include the following services:

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

District enhancements to the program will include:

- SAISD after-school hands-on curriculum
- Introductory STEM/STEAM activities
- Reading for pleasure every day
- Monthly read-alouds
- Expanded instructional resources and facilities (computer lab and library as available)
- Standard provider resources, training, and program handbook

There will be 169 days of operation in the 2024-2025 academic school year, with a start date of August 19, 2024 and end date of June 29, 2025. The 169 days pertain to schools opening on August 21, 2023 with a full staff and minimum student enrollment. Schools that do not open due to low enrollment will have less than 169 days but will open as soon as possible. The delayed start time provides the readiness required by the frontline staff to process enrollment applications, process the billing and training of staff, and prepare the resources to commence programming. Please see the attached [District calendar](#) and list of campuses with [hours of operation](#).

TARGET POPULATION:

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

The After School Challenge program will serve K-8 grade students representing all programs such as ESL, bilingual, Special Education, etc. as funding allows. These are students who are currently enrolled in in-person instruction at elementary, academies, and middle schools with a staff ratio 25:1. 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 1,2,3,5,6,7](#) which account for a high poverty population of students in Title I campuses.

2024 - 2025 City of San Antonio After School Challenge Program Fees
Cuotas para el Programa "After School Challenge" de la Ciudad de San Antonio

| Reduced Program Fee- Level 2 Cuotas Reducidas del Programa - Nivel 2 <i>185% of Federal Poverty Level and Below</i> | | ASCP Annual Cuota Anual | ASCP Annual Cuota Anual | ASCP Annual Cuota Anual |
|---|---------------------------------------|----------------------------|---|---|
| Family Size <i>Miembros de familia</i> <i>(incluyendo los padres)</i> | Annual Income <i>Ingreso Anual</i> | 1st Child <i>1 Niño</i> | 2nd and 3rd Child <i>2 y 3 Niños</i> | 4th Child or More <i>4 Niños o Mas</i> |
| 2 | \$37,814 or less/menos | \$25 | \$15 per additional child \$15 por cada niño adicional | \$0 No Additional Fee \$0 No Cuota Adicional |
| 3 | \$47,767 or less/menos | | | |
| 4 | \$57,720 or less/menos | | | |
| 5 | \$67,673 or less/menos | | | |
| 6 | \$77,626 or less/menos | | | |
| 7 | \$87,579 or less/menos | | | |
| 8 | \$97,532 or less/menos | | | |
| For each additional person add <i>Para cada persona adicional, agregue</i> | \$9,953 | | | |
| Annual Maximum Per Family = \$55.00 Ingreso Anual Maximo por Familia = \$55.00 | | | | |
| Full Program Fee- Level 1 Programa Cuota Completa - Nivel 1 <i>186% of Federal Poverty Level and Above</i> | | ASCP Annual Cuota Anual | ASCP Annual Cuota Anual | ASCP Annual Cuota Anual |
| Family Size <i>Miembros de familia</i> <i>(incluyendo los padres)</i> | Annual Income <i>Ingreso Anual</i> | 1 Child <i>1 Niño</i> | 2-3 Children <i>2-3 Niños</i> | 4th Child or More <i>4 Niños o Mas</i> |
| 2 | more than/más de \$37,814 | \$260 | \$160 per additional child \$160 por cada niño Adicional | \$0 No Additional Fee \$0 No Cuota Adicional |
| 3 | more than/más de \$47,767 | | | |
| 4 | more than/más de \$57,720 | | | |
| 5 | more than/más de \$67,673 | | | |
| 6 | more than/más de \$77,626 | | | |
| 7 | more than/más de \$87,579 | | | |
| 8 | more than/más de \$97,532 | | | |
| For each additional person add <i>Para cada persona adicional, agregue</i> | \$9,953 | | | |
| Annual Maximum Per Family = \$580.00 Ingreso Anual Maximo por Familia = \$580.00 | | | | |
| NO ADDITIONAL FEE FOR MORE THAN THREE (3) CHILDREN | | | | |
| https://www.federalregister.gov/documents/2024/01/17/2024-00796/annual-update-of-the-hhs-poverty-guidelines | | | | |



2024-2025 INSTRUCTIONAL CALENDAR

514 W. Quincy
San Antonio, Texas 78212
210-554-2200 | www.saisd.net
@SanAntonioISD @SAISD



'24 JULY

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

AUGUST

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

SEPTEMBER

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

OCTOBER

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

NOVEMBER

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

DECEMBER

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

'25 JANUARY

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

FEBRUARY

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

MARCH

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

APRIL

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

MAY

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

JUNE

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

JULY

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

CALENDAR KEY

- Holiday
- Professional Development
- Teacher Planning Time
- Student Holiday | Prof. Dev. & Teacher Planning Time
- Early Release
- Student Holiday | Parent/Teacher Conferences
- Bad Weather Makeup Day
- First and Last Day of School
- [] Grading Period Start/End

GRADING PERIODS

1st Grading Per. - Aug. 13 - Oct. 10
 2nd Grading Per. - Oct. 15 - Dec. 19
 3rd Grading Per. - Jan. 7 - Mar. 7
 4th Grading Per. - Mar. 18 - May 29

ADDITIONAL NOTES

First Day: Aug. 13, 2024
 Last Day: May 29, 2025
 68 First Semester: Aug. 13 - Dec. 19
 Second Semester: Jan. 7 - May 29

San Antonio ISD - Hours of Operation 2024-2025 School Year

| Greater San Antonio (GSA) All Stars | | |
|-------------------------------------|---------|---------|
| Schools | Start | End |
| Arnold | 3:20 PM | 6:00 PM |
| Ball | 3:20 PM | 6:00 PM |
| Barkley/Ruiz | 3:20 PM | 6:00 PM |
| Bonham Academy | 3:20 PM | 6:00 PM |
| Bonham Primary | 3:20 PM | 6:00 PM |
| Bowden | 3:25 PM | 6:00 PM |
| Briscoe | 3:20 PM | 6:00 PM |
| Carvajal | 3:20 PM | 6:00 PM |
| Collins Garden | 3:20 PM | 6:00 PM |
| Crockett | 3:20 PM | 6:00 PM |
| De Zavala | 3:20 PM | 6:00 PM |
| Democaracy Prep. Steward | 3:20 PM | 6:00 PM |
| Franklin | 3:20 PM | 6:00 PM |
| Herff* | 3:20 PM | 6:20 PM |
| Highland Hills | 3:20 PM | 6:00 PM |
| Hillcrest | 3:20 PM | 6:00 PM |
| Hot Wells | 3:50 PM | 6:00 PM |
| Kelly (K-2) | 3:20 PM | 6:00 PM |
| Kelly @Lowell (3-8) | 3:20 PM | 6:00 PM |
| Madison | 3:20 PM | 6:00 PM |
| Maverick | 3:20 PM | 6:00 PM |
| Green* | 3:20 PM | 6:20 PM |
| Schenck* | 3:20 PM | 6:20 PM |
| Smith | 3:20 PM | 6:00 PM |
| Washington | 3:20 PM | 6:00 PM |
| Wilson | 3:20 PM | 6:00 PM |
| Woodlawn Academy | 3:20 PM | 6:00 PM |
| Woodlawn Hills | 3:20 PM | 6:00 PM |
| YMLA | 3:20 PM | 6:00 PM |
| | | |
| | | |
| | | |
| | | |

| YMCA - San Antonio | | |
|--------------------------------|---------|---------|
| Schools | Start | End |
| Advanced Learning Acad. Euclid | 3:20 PM | 6:00 PM |
| Advanced Learning Acad. 4-5th | 3:35 PM | 6:00 PM |
| Advanced Learning Acad. 6-8th | 3:45 PM | 6:00 PM |
| Baskin | 3:20 PM | 6:00 PM |
| Beacon Hill | 3:20 PM | 6:00 PM |
| Cameron | 3:20 PM | 6:00 PM |
| CAST Imagine (@ Mission) | 2:30 PM | 6:00 PM |
| Carroll | 2:30 PM | 6:00 PM |
| Cotton | 3:20 PM | 6:00 PM |
| Davis M.S.* | 3:50 PM | 6:20 PM |
| Fenwick* | 3:20 PM | 6:20 PM |
| Graebner | 3:20 PM | 6:00 PM |
| Harris | 4:06 PM | 6:00 PM |
| Hawthorne | 3:15 PM | 6:00 PM |
| Hirsch* | 3:20 PM | 6:20 PM |
| Irving | 3:20 PM | 6:00 PM |
| J.T. Brackenridge* | 3:20 PM | 6:20 PM |
| Japhet* | 3:20 PM | 6:20 PM |
| Margil | 3:20 PM | 6:00 PM |
| Mission Academy | 3:20 PM | 6:00 PM |
| M.L.King | 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 |
| Rodriguez Montessori | 3:20 PM | 6:00 PM |
| Sarah King* | 3:20 PM | 6:20 PM |
| Steele Montessori | 3:20 PM | 6:00 PM |
| Twain Dual Language | 3:15 PM | 6:00 PM |
| Whittier MS | 3:50 PM | 6:00 PM |
| Will Rogers* | 3:20 PM | 6:20 PM |
| YWLA | 3:45 PM | 6:00 PM |
| YWLA Primary @ Page | 3:20 PM | 6:00 PM |

Total Sites: 61 Schools
TX ACE Schools (Blue Highlighted)



**LEARNING and COMPLIANCE
SUPPORT SERVICES**
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

| San Antonio Independent School District | | |
|---|------------------------------------|-----------------------|
| YMCA | | |
| Org | Schools | City Council District |
| 026 | ALA (4-12) | 6 |
| 026 | ALA (K-3) | 1 |
| 105 | Baskin | 7 |
| 106 | Beacon Hill (K-2) | 1 |
| 210 | CAST Imagine @ Mission | 3 |
| 114 | Cameron ES | 2 |
| 240 | Carrol ES | 2 |
| 117 | Cotton Academy (3-8) | 1 |
| 043 | Davis MS | 2 |
| 123 | Fenwick ES (K-8) | 7 |
| 129 | Graebner ES | 5 |
| 047 | Harris MS | 5 |
| 179 | Hawthorne Academy (K-8) | 1 |
| 137 | Hirsch | 2 |
| 138 | Irving Dual Language Academy (K-8) | 5 |
| 110 | J.T Brackenridge ES | 5 |
| 141 | Japhet (K-8) | 3 |
| 149 | Margil ES | 5 |
| 210 | Mission Academy (K-8) | 3 |
| 127 | MLK @ Gates (K-8) | 2 |
| 155 | Neal ES | 1 |
| 157 | Ogden ES | 5 |
| 158 | Pershing ES | 2 |
| 054 | Poe MS | 2 |
| 133 | Rodriguez Montessori | 5 |
| 144 | Sarah King | 5 |
| 166 | Steele Montessori (K-7) | 3 |
| 163 | Twain Dual Language (K-8) | 1 |
| 059 | Whittier MS | 1 |
| 161 | W. Rogers Academy (K-8) | 1 |
| 023 | YWLA Primary | 1 |
| 023 | YWLA Secondary | 1 |

| San Antonio Independent School District | | |
|---|------------------------------|-----------------------|
| Greater San Antonio | | |
| Org | Schools | City Council District |
| 101 | Arnold ES | 1 |
| 103 | Ball ES | 3 |
| 162 | Barkley/ Ruiz ES | 5 |
| 131 | Bonham @ Green (PK-2) | 5 |
| 107 | Bonham Academy (3-8) | 1 |
| 147 | Bowden ES (PK-8) | 2 |
| 112 | Briscoe ES | 5 |
| 241 | Carvajal | 5 |
| 116 | Collins Garden ES | 5 |
| 118 | Crockett Academy (K-8) | 5 |
| 121 | De Zavala ES | 5 |
| 168 | Dempracy Prep. Stewart (K-8) | 2 |
| 126 | Franklin ES | 1 |
| 132 | Herff ES | 2 |
| 134 | Highland Hills ES | 3 |
| 136 | Hillcrest ES | 5 |
| 044 | Hot Wells MS | 3 |
| 143 | Kelly Elementary | 5 |
| 051 | Kelly @ Lowell (3-8) | 5 |
| 148 | Madison ES | 7 |
| 150 | Maverick ES | 1 |
| 160 | Green @ Riverside | 3 |
| 164 | Schenck ES | 3 |
| 165 | Smith ES | 3 |
| 172 | Washington ES | 2 |
| 174 | Wilson | 1 |
| 175 | Woodlawn Academy (K-8) | 7 |
| 176 | Woodlawn Hills ES | 1 |
| 177 | YMLA | 2 |



CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES
 TEAMWORK • INTEGRITY • INNOVATION • PROFESSIONALISM

| | |
|----------------------|---|
| 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 all grades' students "approach grade level or above" in all subjects of the STAAR Test in East Central ISD, Edgewood ISD, Harlandale ISD, Northeast ISD, Northside ISD, San Antonio ISD, South San Antonio ISD, and Southwest ISD. |

| 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 | FY25 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 | 4,034 | 4,034 | 4,034 |
| How Much | 2 | # of Active Enrolled Students | Required Entry => (Enter the number of actively enrolled students by month. This number may differ from the unduplicated number in PM # 1 if students have exited the program.) | No Target | No Target | No Target | No Target | No Target |
| How Much | 3 - Numerator | # Total Monthly Attendance (All locations daily attendance for reporting period) | Required Entry => (Enter the total number of clients in attendance.) | No Target | No Target | No Target | No Target | No Target |
| How Much | 3 - Denominator | # of Days Served (total available days in reporting period, i.e., M-F, minus holidays or mandatory closures) | Required Entry => (Enter the total number of days the program provided services within the period.) | 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. | 85% | 85% | 85% | 85% | 85% |
| How Much | 4 - Denominator | # of actively enrolled 2nd thru 8th graders | Required Entry => (Enter the number of actively enrolled students in grades 2nd thru 8th grade, by month.) | No Target | No Target | No Target | No Target | No Target |
| How Better Off | 4 | #/% of Participants that achieved a C (75+) or better in Reading | Required Entry => (Enter the # of students who achieve a C (75+) or better in Reading.) | No Target in this Quarter | 80% | No Target in this Quarter | 80% | 80% |
| How Better Off | 5 | #/% of Participants who are NOT chronically absent from school attendance | Required Entry => (Enter the # of students who do not meet the definition of chronically absent based on school attendance.) | No Target | 90% | No Target in this Quarter | 90% | 90% |
| How Better Off | 6 | #/% Participants progressing to the Next Grade level | Required Entry => (Enter the # of students in PM # 2 who progress to the next grade level at end of academic year.) | No Target in this Quarter | No Target in this Quarter | No Target in this Quarter | 90% | 90% |
| How Much | 7 - Denominator | # of students in 3rd, 5th, and 8th grade taking the STAAR Reading test | Required Entry => (Enter the # of students from PM # 1 who take the STAAR Reading Test.) | No Target | No Target | No Target | No Target | No Target |
| How Better Off | 7 | #/% Students enrolled in ASCP that pass the STAAR Reading test | Required Entry => (Enter the # of students who approaches, meets, or masters the STAAR Reading test.) | No Target in this Quarter | No Target in this Quarter | No Target in this Quarter | 70% | 70% |
| How Much | 10 | # of certified teachers employed | Required Entry => (Enter the # of certified teachers who are employed by the program to provide services to the students.) | No Target | No Target | No Target | No Target | No Target |
| How Much | DEM | Monthly Demographic Report to include the below metrics on unduplicated clients served. | | Use the Upload Files button in Smartsheet to upload supporting documentation to include your most recent Client Demographic Report, and supporting documentation that is summarized in an Excel format, or other DHS approved file format. Failure to include required attachments will cause your report to be declined. | | | | |
| How Much | DEM | A. # of Clients by Gender Identification | F. # of Clients by Race | 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). *Select targeted performance measures are validated in accordance with the Contract Administration & Monitoring Protocol of Delegate Agency Contracts and the contractual requirements, as applicable. | | | | |
| How Much | DEM | B. # of Clients by Household size | G. # of Clients by Zip Code | | | | | |
| How Much | DEM | C. # of Clients by Family Income | H. # of Clients by City Council | | | | | |
| How Much | DEM | D. # of Clients by Age | I. # of Clients by School District | | | | | |
| How Much | DEM | E. # of Clients by Ethnicity | | | | | | |

Approval Signatures:

Aileen Bohman

 Agency President/CEO/Executive Director

10/17/24

 Date



FY25 DELEGATE AGENCY PROGRAM BUDGET FORM

Agency Name: San Antonio Independent School District

Program Name: After School Challenge Program

TOTAL AGENCY BUDGET

| FUNDING SOURCES | Actual Agency Revenue FY 2023 | Actual Agency Expenses FY 2023 | Estimated Agency Revenue FY 2024 | Actual Agency Expenses FY 2024 | Projected Agency Revenue FY 2025 | Projected Agency Expenses FY 2025 |
|---------------------------------------|-------------------------------|--------------------------------|----------------------------------|--------------------------------|----------------------------------|-----------------------------------|
| 1. City of San Antonio (COSA) | 16,084,821.26 | 16,084,821.26 | 16,090,556.91 | 16,090,556.91 | 17,410,602.10 | 17,410,602.10 |
| 2. Local Government (other than COSA) | 369,631,859.65 | | 335,636,670.74 | | 339,609,141.00 | |
| 3. State Government | 228,698,958.00 | | 301,555,564.00 | | 279,685,566.00 | |
| Government | 221,278,111.09 | | 213,307,967.35 | | 126,585,802.00 | |
| 5. United Way | | | | | | |
| 6. Foundation Grants | 2,320,000.00 | 2,320,000.00 | 1,700,000.00 | 1,700,000.00 | 1,345,000.00 | 1,345,000.00 |
| 7. Donation | | | | | | |
| 8. Other (list below) | | 752,327,731.85 | | 811,219,504.75 | | 745,183,838.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL | \$838,013,750.00 | \$770,732,553.11 | \$868,290,759.00 | \$829,010,061.66 | \$764,636,111.10 | \$763,939,440.10 |

TOTAL PROGRAM BUDGET

| Cost Category | Fiscal Year 2024 | | | | | Fiscal Year 2025 | | | | |
|----------------------|-----------------------|------------|---------------------|------------|-----------------------|-----------------------|------------|-----------------------|------------|-----------------------|
| | COSA | | *Other Sources | | Total | COSA | | *Other Sources | | Total |
| | \$ Amount | % | \$ Amount | % | | \$ Amount | % | \$ Amount | % | |
| Personnel Services | 14,245.00 | 6% | 237,815.42 | 94% | \$252,060.42 | 14,245.00 | 6% | 213,380.93 | 94% | \$227,625.93 |
| Contractual Services | 1,532,515.00 | 70% | 665,464.00 | 30% | \$2,197,979.00 | 1,531,015.00 | 62% | 936,702.00 | 38% | \$2,467,717.00 |
| Commodities | 26,500.00 | 41% | 38,600.00 | 59% | \$65,100.00 | 28,000.00 | 75% | 9,106.00 | 25% | \$37,106.00 |
| Fixed Charges | | | | | \$0.00 | - | | | | \$0.00 |
| Capital Outlay | | | | | \$0.00 | - | | | | \$0.00 |
| TOTAL | \$1,573,260.00 | 63% | \$941,879.42 | 37% | \$2,515,139.42 | \$1,573,260.00 | 58% | \$1,159,188.93 | 42% | \$2,732,448.93 |

*Other Sources should reflect the summation of all additional funding streams from funding sources outside of the City of San Antonio for this program.

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 Budget: \$1,573,260.00 |
| | Total Program Budget: \$2,732,448.93 |
| | Total Agency Budget: \$764,636,111.10 |

Personnel (Salaries/Wages and Fringe Benefits)

| | | |
|--|----------------------------|--------------|
| 5201040 Fees to Professional Contractors | <i>Enter Details Below</i> | 1,488,016.00 |
|--|----------------------------|--------------|

| Contractor Name | Purpose/Description of Services to be Provided | Program Amount | Admin Amount |
|------------------------------------|--|----------------|--------------|
| Greater San Antonio ASA | Program | 661,750.30 | |
| YMCA - San Antonio | Program | 826,265.70 | |
| <i>Total from Additional Lines</i> | | \$ - | \$ - |

See Additional Lines Tab if you need more space

| | | | |
|---|--------------------------|-----------|-----------|
| 5203040 Advertising and Publication | | | - |
| 5203050 Membership Dues and Licenses | | | - |
| 5203060 Binding, Printing and Reproduction | | 40,000.00 | 40,000.00 |
| 5203070 Subscriptions to Publications | | | - |
| 5203090 Transportation Fees | Rate Per Mile >> \$ 0.63 | 2,999.00 | 2,999.00 |
| 5204010 Linen and Laundry Service | | | - |
| 5204050 Maintenance and Repair - Buildings and Improvements | | | - |
| 5204080 Maintenance and Repair - Machinery and Equipment | | | - |
| 5205010 Mail and Parcel Post Service | | | - |
| 5205020 Rental of Office Equipment | | | - |
| 5205030 Equipment Leasing | | | - |
| 5205050 Freight and Storage | | | - |
| 5206010 Rental of Facilities | | | - |

| | | | | |
|-------------------------|----------------------------|--|--|---|
| 5207010 Travel Official | <i>Enter Details Below</i> | | | - |
|-------------------------|----------------------------|--|--|---|

| Travel Date & Location | Purpose/Event Name | Program Amount | Admin Amount |
|------------------------------------|--------------------|----------------|--------------|
| <i>Total from Additional Lines</i> | | \$ - | \$ - |

See Additional Lines Tab if you need more space

| | | | | | |
|-------------------------------------|--|--------------|---|--------------|---|
| 5208530 Alarm and Security Services | | | - | | |
| Total Contractual Services | | 1,531,015.00 | - | 1,531,015.00 | - |

Commodities

| DHS GL | | Program Amount Budgeted | Admin Amount Budgeted | Amount Budgeted to DHS | Agency Match (ESG Only) |
|---------|---|-------------------------|-----------------------|------------------------|-------------------------|
| 5301010 | Maintenance and Repair Materials (Buildings and Improvements) | | | - | |
| 5301030 | Maintenance and Repair Materials (Machinery and Equipment) | | | - | |
| 5302010 | Office Supplies | 2,500.00 | | 2,500.00 | |
| 5303010 | Janitorial Supplies | | | - | |
| 5304005 | Clothing and Linen Supplies | | | - | |
| 5304025 | Motor Fuel and Lubricants | | | - | |
| 5304070 | Recreation Supplies | 13,000.00 | | 13,000.00 | |
| 5304075 | Computer Software | | | - | |

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

| | |
|---|---|
| Agency San Antonio Independent School District Name: | Budget Version: Proposed |
| Program After School Challenge Program Name: | Total Proposed DHS Budget: \$1,573,260.00 |
| | Total Program Budget: \$2,732,448.93 |
| | Total Agency Budget: \$764,636,111.10 |

Personnel (Salaries/Wages and Fringe Benefits)

| | | | | | |
|---------|---|-----------------------|---------------------|--|---|
| 5304080 | Other Commodities <i>Itemize by Type Below</i> | | | 12,500.00 | |
| | Purpose/Description of Other Commodities | Program Amount | Admin Amount | <i>See Additional Lines Tab if you need more space</i> | |
| | Instructional Resources | 11,500.00 | | | |
| | Personal Protective Equipment such as sanitizing wipes, gloves, and masks | 1,000.00 | | | |
| | <i>Total from Additional Lines</i> | \$ - | \$ - | | |
| | Total Commodities | \$ 28,000.00 | \$ - | 28,000.00 | - |

Fixed Charges

| DHS GL | | Program Amount Budgeted | Admin Amount Budgeted | Amount Budgeted to DHS | Agency Match (ESG Only) |
|---------|---|-------------------------|-----------------------|------------------------|-------------------------|
| 5403010 | Telecommunications | | | - | |
| 5404530 | Gas and Electricity | | | - | |
| 5404540 | Water | | | - | |
| 5405030 | Liability, Hazard, Fidelity Insurance | | | - | |
| 5407020 | Direct Assistance Payments To Program Participants <i>Provide Breakdown Below</i> | | | - | |

Purpose/Description of Direct Assistance Payments

| Purpose/Description of Direct Assistance Payments | Program Amount | <i>See Additional Lines Tab if you need more space</i> | | | |
|---|------------------------------------|--|------|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | <i>Total from Additional Lines</i> | \$ - | | | |
| | Total Fixed Charges | \$ - | \$ - | - | - |

Capital Outlay

| DHS GL | | Program Amount Budgeted | Admin Amount Budgeted | Amount Budgeted to DHS | Agency Match (ESG Only) |
|---------|---|-------------------------|-----------------------|------------------------|-------------------------|
| 5501000 | Computer Equipment <\$5,000 | | | - | |
| 5501055 | Machinery and Equipment - Other <\$5000 | | | - | |
| 5501065 | Furniture and Fixtures <\$5,000 | | | - | |
| | Total Capital Outlay | \$ - | \$ - | - | - |

| | | | | | |
|----------------------------------|--|--|--|--------------|---|
| Total Proposed DHS Budget | | | | 1,573,260.00 | - |
|----------------------------------|--|--|--|--------------|---|

| | | |
|---------------------------------------|------|-------|
| * Administrative Cost for DHS Program | \$ - | 0.00% |
|---------------------------------------|------|-------|

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

| | |
|---|---|
| Agency San Antonio Independent School District Name: | Budget Version: Proposed |
| Program After School Challenge Program Name: | Total Proposed DHS Budget: \$1,573,260.00 |
| | Total Program Budget: \$2,732,448.93 |
| | Total Agency Budget: \$764,636,111.10 |

Personnel (Salaries/Wages and Fringe Benefits)

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

THIS SECTION IS FOR CITY OF SAN ANTONIO USE ONLY

| DHS Categories | Total Cost to DHS | Agency Match (ESG Only) |
|-----------------------------|---------------------|-------------------------|
| Benefits) | 14,245.00 | - |
| Total Contractual Services | 1,531,015.00 | - |
| Total Commodities | 28,000.00 | - |
| Total Fixed Charges | - | - |
| Total Capital Outlay | - | - |
| Total Program Budget | 1,573,260.00 | - |

FOR COSA USE ONLY

Approved: _____

Contract Monitor Signature Date

Approved: _____

Contract Administrator or Designee Signature Date

Approved: _____

Fiscal Monitor Signature Date

Approved: _____

Department Finance Administrator or Designee Signature Date



Agency Name: San Antonio Independent School District

Program Name: After School Challenge Program

| DHS GL | Position / Title | Allocated Amount | Narrative for Contractual Services, Commodities, Fixed Charges, Capital Outlay Provide a detailed explanation for budgeted line items. This should provide a basis to support requested funding & takes reasonable cost-analysis into consideration. |
|-----------------------------|---|------------------|---|
| Contractual Services | | | |
| 5201025 | Education | \$0.00 | |
| 5201040 | Fees to Professional Contractors | \$1,488,016.00 | SAISD has employed two subcontractors to assist with the operation of the after |
| 5203040 | Advertising and Publication | \$0.00 | |
| 5203050 | Membership Dues and Licenses | \$0.00 | |
| 5203060 | Binding, Printing and Reproduction | \$40,000.00 | The \$40,000 set aside for binding, printing and publications supports ensuring |
| 5203070 | Subscriptions to Publications | \$0.00 | |
| 5203090 | Transportation Fees | \$2,999.00 | The transportation fee is used to reimburse local mileage for the SAISD part- |
| 5204010 | Linen and Laundry Service | \$0.00 | |
| 5204050 | Maintenance and Repair - Buildings and Improvements | \$0.00 | |
| 5204080 | Maintenance and Repair - Machinery and Equipment | \$0.00 | |
| 5205010 | Mail and Parcel Post Service | \$0.00 | |
| 5205020 | Rental of Office Equipment | \$0.00 | |
| 5205030 | Equipment Leasing | \$0.00 | |
| 5205050 | Freight and Storage | \$0.00 | |
| 5206010 | Rental of Facilities | \$0.00 | |
| 5207010 | Travel Official | \$0.00 | |
| 5208530 | Alarm and Security Services | \$0.00 | |
| Commodities | | | |
| 5301010 | Maintenance and Repair Materials (Buildings and Improvements) | \$0.00 | |
| 5301030 | Maintenance and Repair Materials (Machinery and Equipment) | \$0.00 | |
| 5302010 | Office Supplies | \$2,500.00 | The office and programming supplies include items such as copy paper, binders, |
| 5303010 | Janitorial Supplies | \$0.00 | |
| 5304005 | Clothing and Linen Supplies | \$0.00 | |
| 5304025 | Motor Fuel and Lubricants | \$0.00 | |
| 5304070 | Recreation Supplies | \$13,000.00 | The recreation supply funding is divided among the 4,000 students in the after |
| 5304075 | Computer Software | \$0.00 | |
| 5304080 | Other Commodities | \$12,500.00 | The \$11,500 funding for instructional resources is divided among the 4,000 |
| Fixed Charges | | | |
| 5403010 | Telecommunications | \$0.00 | |
| 5404530 | Gas and Electricity | \$0.00 | |
| 5404540 | Water | \$0.00 | |
| 5405030 | Liability, Hazard, Fidelity Insurance | \$0.00 | |
| 5407020 | Direct Assistance Payments to Program Participants | \$0.00 | |
| Capital Outlay | | | |
| 5501000 | Computer Equipment <\$5,000 | \$0.00 | |
| 5501055 | Machinery and Equipment - Other <\$5000 | \$0.00 | |
| 5501065 | Furniture and Fixtures <\$5,000 | \$0.00 | |



CITY OF SAN ANTONIO
HUMAN SERVICES (DHS)
CONSOLIDATED FUNDING GUIDELINES
FY2024 – FY2025

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I. OVERVIEW

The City of San Antonio, (“COSA”) through the Department of Human Services (DHS) utilizes a Consolidated Funding Process on a bi-annual basis to allocate a variety of funding for public services programs. Funding is awarded based the submission and evaluation of proposals submitted by eligible respondents in accordance with procurement standards. Respondents are encouraged to submit proposals which highlight their innovative programming and demonstrate their ability to conduct anticipated activities. The competitive funding process for the FY2024-2025 solicitation period began in March 2023 and culminated in September 2023 with final recommendations proposed to City Council for approval. Contracts awarded to respondents (“Agencies”) from this process are effective as of October 1, 2023 and include an option for renewal after 12 months. Renewals for FY2025 are conditional based on several factors including, but not limited to, performance in FY2024, funding availability in FY2025 and Council approval for FY2025.

Other funds, as they may become available throughout FY 2024 and FY2025 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 Agencies from the City’s Consolidated Human Services Process shall represent a limited percentage of Agency’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. An Agency’s total agency revenues and expenses derived from non-City sources and from the City is Agency’s Total Budget. Agency shall comply with any matching fund requirements set by City Council that apply to an Agency’s contract, regardless of when such requirements are passed. If Agency receives an aggregate amount of \$1,000,000.00 or more in City funds from all City funded contracts, then Agency 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 Agency receives less than an aggregate amount of \$1,000,000.00 in City funds from all City funded contracts, then Agency 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. Agency understands that City shall have no obligation to provide any funds hereunder until Agency demonstrates having secured the percentage of matching funds required of Agency. Agency understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Agency understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Agency shall provide acceptable evidence, as determined solely by the City, that Agency 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 Agency 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 Agency does not provide City with acceptable evidence that funds have been expended as required herein, Agency understands and agrees that City may reduce or recapture pursuant to 4.6 the amount of City funds provided to Agency 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.

Agency 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) Agency shall coordinate and disseminate information on the Pre-K 4 SA program to all program participants and to the general public as requested. Agency 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 Agency 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 Agency shall be prepared to offer basic referrals to these services based on the individual needs of the family.
- 3) Agency shall disseminate information to the general public on the benefits and eligibility for the Federal Earned Income Tax and Child Care Credits. Agency 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 Agency shall provide office space for VITA volunteers to complete tax returns.
- 4) Agency shall allow City's Department of Human Services' Family Assistance Division staff to train Agency's staff in certifying participants for SAWS Water Affordability Program in client verification, application processes and monitoring the Campaign. Agency staff shall provide assistance in the implementation of the SAWS Water Affordability Program Campaign. Agency 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 100 W Houston St., 9th floor, San Antonio, TX 78205. The Family Assistance Division staff shall provide support for Agency in the execution of these tasks on an on-going basis. Specific instructions on providing these services shall be provided to Agency upon execution of this contract.
- 5) Agency 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. Agency(ies) 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, Agencies understand and agree that said services are part of the consideration for the City's award of funds. **Agencies further understand and agree that City may not compensate Agencies for said services. Agency further understands and agrees that City may not reimburse Agency for any costs or expenses associated with said services or for Agency making assistance credit recommendations to City.** Agency shall allow City's Department of

Human Services' staff to train Agency's staff in providing eligibility determination services for Projects **WARM** and **REAP**. Specific instructions on providing these services shall be provided to Agency upon execution of this contract.

- 6) Agency 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. Agency 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 Agency's full-time jobs.
- 7) Agency 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. Agency may, at the sole discretion of the City, be required to perform these duties.
- 8) Agency 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) Agency agrees to provide reports to the City of San Antonio, Department of Human Services in the format requested by the City.
- 10) Agency 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, 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. 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) Agencies 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) Agency 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 Agency's service delivery throughout the Agency's 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.

ESG 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. 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

2) Agencies 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/>
- 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) Agencies 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) Agency 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>

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) Agencies 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) Agency 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 or 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 2023 FPIL can be found at:

<chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.govinfo.gov/content/pkg/FR-2023-01-19/pdf/2023-00885.pdf>

2023 POVERTY GUIDELINES FOR THE
48 CONTIGUOUS STATES AND THE
DISTRICT OF COLUMBIA

| Persons in family/household | Poverty guideline |
|-----------------------------|-------------------|
| 1 | \$14,580 |
| 2 | 19,720 |
| 3 | 24,860 |
| 4 | 30,000 |
| 5 | 35,140 |
| 6 | 40,280 |
| 7 | 45,420 |
| 8 | 50,560 |

For families/households with more than 8 persons, add \$5,140 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/il2023/2023summary.odn?inputname=METRO41700M41700*San+Antonio-New+Braunfels%2C+TX+HUD+Metro+FMR+Area&wherefrom=%24wherefrom%24&selection_type=hmfa&year=2023

HUD 2023 Section 8 Income Guidelines

FY 2023 Income Limits Summary

| FY 2023 Income Limit Area | Median Family Income Click for More Detail | FY 2023 Income Limit Category | Persons in Family | | | | | | | |
|--|---|--|-------------------|--------|--------|---------------|--------|--------|--------|--------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| San Antonio-New Braunfels, TX HUD Metro FMR Area | \$88,600 | Very Low (50%) Income Limits (\$) Click for More Detail | 30,750 | 35,150 | 39,550 | 43,900 | 47,450 | 50,950 | 54,450 | 57,950 |
| | | Extremely Low Income Limits (\$)* Click for More Detail | 18,450 | 21,100 | 24,860 | 30,000 | 35,140 | 40,280 | 45,420 | 50,560 |
| | | Low (80%) Income Limits (\$) Click for More Detail | 49,150 | 56,200 | 63,200 | 70,200 | 75,850 | 81,450 | 87,050 | 92,700 |

NOTE: HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **San Antonio-New Braunfels, TX HUD Metro FMR Area**.

The **San Antonio-New Braunfels, TX HUD Metro FMR Area** contains the following areas: Bandera County, TX; Bexar County, TX; Comal County, TX; Guadalupe County, TX; and Wilson County, TX.

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-notice/> 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/laws-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://fmx.cpa.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: Grant of Authority to the Board President related to Superintendent’s Participation in Outside Organizations

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

REQUESTED BY: Christina Martinez, Board President

PRESENTER: Christina Martinez

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board members grant to the Board President discretionary authority to approve a request by the superintendent to participate in professional activities, civic organizations and associations where no costs, including reimbursable costs, are incurred by the school district. The purpose for this grant of authority is to create for the Board members a more efficient and economical method for conducting its business.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board members grant to the Board President discretionary authority to approve a request by the superintendent to participate in professional activities, civic organizations and associations where no costs, including reimbursable costs, are incurred by the school district.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2024 - 2025 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 District’s Annual Financial Report for Fiscal Year Ended June 30, 2024

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

According to the Texas Education Code Sec. 44.008, a public school district Board is required to have its school district fiscal accounts audited annually following the close of each fiscal year. The public school district board is required to approve the district’s “Annual Financial Report”. The approved annual audit report must then be filed by the district with the Texas Education Agency no later than the 150th day after the end of the fiscal year.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the district’s “Annual Financial Report” for the fiscal year beginning July 1, 2023 and ending on June 30, 2024.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2024 - 2025 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.
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CERTIFICATE OF BOARD

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BEXAR

015-907

Name of School District

County

Co. Dist. No.

We, the undersigned, do hereby certify that the attached annual financial reports of the San Antonio Independent School District were reviewed and

Approved Disapproved
(check one)

the year ended June 30, 2024, at a meeting of the Board of Trustees of San Antonio Independent School District on the 18th day of November, 2024.

Christina Martinez
Board President



Arthur V. Valdez
Board Secretary



If the Board of Trustees disapproved the auditor's report, the reason(s) for disapproving it is (are) attached.



SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Monthly Budget Reports and Amendments for November 2024

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

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the monthly Amended Budget report that provides a one-page summary of the budget amendment impact on the 2024-2025 original budget adopted by the Board for the General Fund, Food Service Fund, and Debt Service Fund. Budget amendments are presented to the Board at a regular scheduled business meeting. The original budget is amended when changes take place from one function to another function or when a request is made to increase or decrease the budget.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the budget amendment for the month of November 2024.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded as indicated on the following pages.

IV. 2024 - 2025 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.
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- 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.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AMENDED BUDGET
For Fiscal Year Ending June 30, 2025**

| <u>CODE</u> | <u>REVENUES</u> | <u>GENERAL FUND</u> M&O Tax Rate \$0.7553 | <u>FOOD SERVICE</u> | <u>DEBT SERVICE</u> I&S Tax Rate \$0.4000 | <u>TOTAL</u> Tax Rate \$1.1553 |
|-------------|--|--|----------------------|--|-----------------------------------|
| 5700 | Local Revenue | \$ 220,878,100 | \$ 1,070,516 | \$ 117,707,844 | \$ 339,656,460 |
| 5800 | State Revenue | 254,378,768 | 151,039 | 12,636,222 | 267,166,029 |
| 5900 | Federal Revenue | 9,314,153 | 46,462,676 | - | 55,776,829 |
| | TOTAL REVENUES | \$ 484,571,021 | \$ 47,684,231 | \$ 130,344,066 | \$ 662,599,318 |
| | <u>APPROPRIATIONS</u> | | | | |
| 11 | Instruction | \$ 258,175,860 | \$ - | \$ - | \$ 258,175,860 |
| 12 | Instructional Resources & Media Svcs. | 5,797,882 | - | - | 5,797,882 |
| 13 | Curriculum Development & Inst Staff Dev | 14,711,237 | - | - | 14,711,237 |
| 21 | Instructional Leadership | 11,562,294 | - | - | 11,562,294 |
| 23 | School Leadership | 37,705,965 | - | - | 37,705,965 |
| 31 | Guidance, Counseling & Evaluation Svc. | 16,575,754 | - | - | 16,575,754 |
| 32 | Social Work Services | 3,799,398 | - | - | 3,799,398 |
| 33 | Health Services | 9,257,690 | - | - | 9,257,690 |
| 34 | Student (Pupil) Transportation | 12,385,234 | - | - | 12,385,234 |
| 35 | Food Services | 646,769 | 46,524,925 | - | 47,171,694 |
| 36 | Cocurricular /Extracurricular Activities | 12,738,600 | - | - | 12,738,600 |
| 41 | General Administration | 16,354,496 | - | - | 16,354,496 |
| 51 | Plant Maintenance & Operations | 56,664,664 | 1,159,433 | - | 57,824,097 |
| 52 | Security & Monitoring Services | 6,903,382 | - | - | 6,903,382 |
| 53 | Data Processing Services | 10,770,881 | - | - | 10,770,881 |
| 61 | Community Services | 4,803,041 | - | - | 4,803,041 |
| 71 | Debt Services- Principal | 3,698,882 | - | 65,096,543 | 68,795,425 |
| 72 | Debt Services- Interest | - | - | 60,016,349 | 60,016,349 |
| 73 | Debt Services- Other Costs | - | - | 469,997 | 469,997 |
| 81 | Facilities Acquisition & Construction | 612,059 | - | - | 612,059 |
| 93 | Payments to Members SSA | - | - | - | - |
| 95 | Payments to JJAEP | 9,461 | - | - | 9,461 |
| 99 | Other Intergovernmental Charges | 1,397,345 | - | - | 1,397,345 |
| | TOTAL APPROPRIATIONS | \$ 484,570,894 | \$ 47,684,358 | \$ 125,582,889 | \$ 657,838,141 |
| | <u>OTHER RESOURCES & USES</u> | | | | |
| 7900 | Other Resources | \$ - | \$ 127 | \$ - | \$ 127 |
| 8900 | Other Uses | (127) | - | - | (127) |
| | | \$ (127) | \$ 127 | \$ - | \$ - |
| | Excess/(Deficit) Current Operations | \$ - | \$ - | \$ 4,761,177 | \$ 4,761,177 |
| 3000 | From/(To) Fund Balance | - | - | (4,761,177) | (4,761,177) |
| | Difference | \$ - | \$ - | \$ - | \$ - |



**SAN ANTONIO ISD
FINANCIAL SERVICES DIVISION**

November 2024

2024-25 Budget Amendment # 3

General Fund

| | Requested By: | Amount |
|---|----------------------|---------------|
| I. INCREASE FUND BALANCE | | |
| A. Increase Estimated Revenue: | | - |
| | | - |
| | | ----- |
| | \$ | - |
| B. Decrease Appropriations: | | - |
| | | - |
| | | ----- |
| | \$ | - |
| I. Total transactions increasing Fund Balance | | ----- |
| | \$ | - |

| | Requested By: | Amount |
|--|----------------------|---------------|
| II. DECREASE FUND BALANCE | | |
| A. Increase Appropriations: | | - |
| | | - |
| | | ----- |
| | \$ | - |
| B. Decrease Estimated Revenue: | | - |
| | | - |
| | | ----- |
| | \$ | - |
| II. Total transactions decreasing Fund Balance | | ----- |
| | \$ | - |

| | Requested By: | Amount |
|---|----------------------|----------------|
| III. NO CHANGE TO FUND BALANCE | | |
| A. Decrease Estimated Revenue and Appropriations: | | |
| Technology | D. Carreon | 295,779 |
| Insurance Recovery - Plant Operations | H. Acosta | 8,358 |
| | | ----- |
| | \$ | 304,137 |
| B. Increase Estimated Revenue and Appropriations: | | |
| | | ----- |
| | \$ | - |
| C. Decrease Appropriations and Increase Transfers Out to Other Uses | | - |
| | | - |
| | | ----- |
| | \$ | - |
| III. Total transactions with no impact on Fund Balance | | ----- |
| | \$ | 304,137 |

| | |
|--|-------------|
| IV. Net increase (decrease) to General Fund Balance for this Budget Amendment | \$ - |
|--|-------------|

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 3
For NOVEMBER 2024
Board Agenda
GENERAL OPERATING FUND

| REVENUE | Budget As Adopted July 1, 2024 | Budget as Amended | Administrative Adjustments # 3 | BA No. 3 Changes | Budget As Amended Thru BA # 3 |
|---|---|------------------------------|---|-----------------------------|--|
| 5700 Local | \$ 220,557,179 | \$ 220,573,964 | \$ - | \$ 304,137 | \$ 220,878,100 |
| 5800 State | 254,378,768 | 254,378,768 | - | - | 254,378,768 |
| 5900 Federal | 9,314,153 | 9,314,153 | - | - | 9,314,153 |
| Total Revenue | 484,250,100 | 484,266,885 | - | 304,137 | 484,571,021 |
| Fm Resv. & Desig. Fund Bal | - | - | - | - | - |
| Subtotal | 484,250,100 | 484,266,885 | - | 304,137 | 484,571,021 |
| 7900 Other Resources | - | - | - | - | - |
| Total Revenue & Other Resources | \$ 484,250,100 | \$ 484,266,885 | \$ - | \$ 304,137 | \$ 484,571,021 |
| APPROPRIATIONS | | | | | |
| 11 Instruction | \$ 259,680,965 | \$ 258,184,470 | \$ (304,389) | \$ 295,779 | \$ 258,175,860 |
| 12 Inst Resources & Media | 5,758,398 | 5,778,772 | 19,110 | - | 5,797,882 |
| 13 Curriculum & Prof. Dev. | 14,522,558 | 14,937,661 | (226,424) | - | 14,711,237 |
| 21 Instructional Administration | 11,492,268 | 11,420,595 | 141,699 | - | 11,562,294 |
| 23 School Leadership | 37,612,628 | 37,691,340 | 14,625 | - | 37,705,965 |
| 31 Guidance & Counseling | 16,603,236 | 16,559,398 | 16,356 | - | 16,575,754 |
| 32 Social Work Services | 3,751,778 | 3,796,348 | 3,050 | - | 3,799,398 |
| 33 Health Services | 9,249,024 | 9,292,083 | (34,393) | - | 9,257,690 |
| 34 Student Transportation | 12,432,787 | 12,385,234 | - | - | 12,385,234 |
| 35 Food Services | 646,769 | 646,769 | - | - | 646,769 |
| 36 Cocurricular/Extracurricular | 12,635,161 | 12,728,755 | 9,845 | - | 12,738,600 |
| 41 General Administration | 16,330,681 | 16,358,696 | (4,200) | - | 16,354,496 |
| 51 Plant Maintenance | 56,065,123 | 56,603,823 | 52,484 | 8,358 | 56,664,664 |
| 52 Security & Monitoring | 6,882,097 | 6,896,106 | 7,276 | - | 6,903,382 |
| 53 Data Processing | 10,956,596 | 10,774,781 | (3,900) | - | 10,770,881 |
| 61 Community Services | 4,018,496 | 4,473,580 | 329,461 | - | 4,803,041 |
| 71 Debt Services- Principal | 3,692,547 | 3,698,882 | - | - | 3,698,882 |
| 72 Debt Services- Interest | - | - | - | - | - |
| 73 Debt Services- Other Costs | - | - | - | - | - |
| 81 Facilities Acq. & Construction | 512,055 | 632,659 | (20,600) | - | 612,059 |
| 93 Payments to Members SSA | - | - | - | - | - |
| 95 Payments to JJAEP | 9,461 | 9,461 | - | - | 9,461 |
| 99 Intergovernmental Charges | 1,397,345 | 1,397,345 | - | - | 1,397,345 |
| Total Appropriations | 484,249,973 | 484,266,758 | - | 304,137 | 484,570,894 |
| Other Uses | 127 | 127 | - | - | 127 |
| Total Appropriations & Other Uses | \$ 484,250,100 | \$ 484,266,885 | \$ - | \$ 304,137 | \$ 484,571,021 |
| Beginning Fund Balance 7/01/24 | \$ 155,826,614 | \$ 155,826,614 | | | \$ 155,826,614 |
| Excess/(Deficit) Current Operations From/(To) Fund Balance | \$ - | \$ - | \$ - | \$ - | \$ - |
| Ending Fund Balance 6/30/25 | \$ 155,826,614 | \$ 155,826,614 | \$ - | \$ - | \$ 155,826,614 |



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Fiscal Year 2024-2025

GENERAL FUND *

Data as of October 9, 2024

| | Year-to-Date Amended Budget | Year-to-Date Realized | Difference Realized to Budget | % of Budget |
|---|--------------------------------|--------------------------|----------------------------------|----------------|
| REVENUES | | | | |
| LOCAL | | | | |
| Taxes Current & Delinquent | \$ 213,933,179 | \$ 8,331,516 | \$ (205,601,663) | 3.89% |
| Interest Earnings | 4,500,000 | 695,527 | (3,804,473) | 15.46% |
| Facility Rentals | 70,000 | 22,339 | (47,661) | 31.91% |
| Athletic Gate Receipts | 380,000 | 24,806 | (355,194) | 6.53% |
| Other Local Sources | 1,994,921 | 580,283 | (1,414,639) | 29.09% |
| TOTAL LOCAL | 220,878,100 | 9,654,471 | (211,223,630) | 4.37% |
| STATE | | | | |
| Foundation & Avail Sch Fund | 232,376,068 | 56,622,649 | (175,753,419) | 24.37% |
| TRS On-Behalf Contribution | 22,000,000 | - | (22,000,000) | 0.00% |
| Other State Sources | 2,700 | 636 | (2,064) | 23.56% |
| TOTAL STATE | 254,378,768 | 56,623,285 | (197,755,483) | 22.26% |
| FEDERAL | | | | |
| ROTC/Impact Aid | 754,066 | 66,643 | (687,423) | 8.84% |
| SHARS | 4,700,000 | 86,429 | (4,613,571) | 1.84% |
| Other Federal Sources | 3,860,087 | 104,249 | (3,755,838) | 2.70% |
| TOTAL FEDERAL | 9,314,153 | 257,321 | (9,056,832) | 2.76% |
| Total Revenue | 484,571,021 | 66,535,076 | (418,035,945) | 13.73% |
| OTHER SOURCES | | | | |
| Operating Transfer In | - | - | - | 0.00% |
| Sale of Property | - | 745,000 | 745,000 | 0.00% |
| Total Other Sources | - | 745,000 | 745,000 | 0.00% |
| Total Revenue & Other Sources | \$ 484,571,021 | \$ 67,280,076 | \$ (417,290,945) | 13.88% |
| EXPENDITURES | | | | |
| | Year-to-Date Amended Budget | Year-to-Date Actual | Difference Actual to Budget | % of Budget |
| 11 Instruction | 258,107,711 | 37,554,060 | 220,553,652 | 14.55% |
| 12 Inst Resources & Media | 5,797,962 | 379,361 | 5,418,601 | 6.54% |
| 13 Curriculum & Prof. Dev. | 14,706,512 | 3,366,727 | 11,339,785 | 22.89% |
| 21 Instructional Administration | 11,561,794 | 2,447,501 | 9,114,293 | 21.17% |
| 23 School Leadership | 37,734,395 | 7,034,248 | 30,700,147 | 18.64% |
| 31 Guidance & Counseling | 16,575,754 | 1,983,676 | 14,592,078 | 11.97% |
| 32 Social Work Services | 3,799,398 | 350,940 | 3,448,458 | 9.24% |
| 33 Health Services | 9,257,690 | 1,363,760 | 7,893,930 | 14.73% |
| 34 Student Transportation | 12,385,234 | 2,242,991 | 10,142,243 | 18.11% |
| 35 Food Services | 646,769 | 7,881 | 638,888 | 1.22% |
| 36 Cocurricular/Extracurricular | 12,738,600 | 1,705,981 | 11,032,619 | 13.39% |
| 41 General Administration | 16,356,271 | 3,486,984 | 12,869,287 | 21.32% |
| 51 Plant Maintenance | 56,663,389 | 17,610,790 | 39,052,599 | 31.08% |
| 52 Security & Monitoring | 6,903,382 | 1,562,132 | 5,341,250 | 22.63% |
| 53 Data Processing | 10,770,881 | 2,826,502 | 7,944,379 | 26.24% |
| 61 Community Services | 4,847,405 | 231,142 | 4,616,263 | 4.77% |
| 71 Debt Services- Principal | 3,698,882 | 1,283,069 | 2,415,813 | 34.69% |
| 72 Debt Services- Interest | - | - | - | 0.00% |
| 73 Debt Services- Other Costs | - | - | - | 0.00% |
| 81 Facilities Acq. & Construction | 612,059 | 30,846 | 581,213 | 5.04% |
| 93 Payments to Fiscal Agents/SSA | - | - | - | 0.00% |
| 95 Payments to JJAEP | 9,461 | - | 9,461 | 0.00% |
| 99 Other Intergovernmental Chgs | 1,397,345 | 422,448 | 974,897 | 30.23% |
| TOTAL EXPENDITURES | 484,570,894 | 85,891,039 | 398,679,855 | 17.73% |
| OTHER USES | | | | |
| Transfers Out | 127 | (32) | 159 | -24.98% |
| Total Other Uses | 127 | (32) | 159 | -24.98% |
| Total Expenditures & Other Uses | \$ 484,571,021 | \$ 85,891,007 | \$ 398,680,014 | 17.73% |
| Excess/(Deficit) Revenues and Expenditures | \$ - | \$ (18,610,931) | \$ (18,610,931) | |

| Expenditures by Major Object Code | Year-to-Date Amended Budget | Year-to-Date Actual | Difference Actual to Budget | % of Budget |
|---|--------------------------------|------------------------|--------------------------------|----------------|
| 6100 - Payroll Costs | \$ 402,264,016 | \$ 64,017,391 | \$ 338,246,625 | 15.91% |
| 6200 - Professional and Contracted Services | 47,575,099 | 9,284,131 | 38,290,968 | 19.51% |
| 6300 - Supplies and Materials | 21,010,187 | 4,899,982 | 16,110,205 | 23.32% |
| 6400 - Other Operating Costs | 10,526,423 | 6,402,769 | 4,123,654 | 60.83% |
| 6500 - Debt Service | 2,798,665 | 1,283,069 | 1,515,596 | 45.85% |
| 6600 - Capital Outlay-Land, Bldgs & Equip. | 396,504 | 3,697 | 392,807 | 0.93% |
| Total Expenditures | \$ 484,570,894 | \$ 85,891,039 | \$ 398,679,855 | 17.73% |

* Encumbrances are not included and totals may vary due to rounding.

** Interim financial statements are not indicative of projected final results due to year end accruals and other entries.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 3
For NOVEMBER 2024
Board Agenda
FOOD SERVICE FUND

| REVENUE | Budget As Adopted July 1, 2024 | Budget As Amended | Administrative Adjustments # 3 | BA No. 3 Changes | Budget As Amended Thru BA # 3 |
|---|---|------------------------------|---|-----------------------------|--|
| 5700 Local | \$ 1,070,516 | \$ 1,070,516 | \$ - | \$ - | \$ 1,070,516 |
| 5800 State | 151,039 | 151,039 | - | - | 151,039 |
| 5900 Federal | 46,462,676 | 46,462,676 | - | - | 46,462,676 |
| Total Revenue | 47,684,231 | 47,684,231 | - | - | 47,684,231 |
| 7900 Other Resources | 127 | 127 | - | - | 127 |
| Total Revenue & Other Resources | \$ 47,684,358 | \$ 47,684,358 | \$ - | \$ - | \$ 47,684,358 |
| APPROPRIATIONS | | | | | |
| 11 Instruction | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12 Inst Resources & Media | - | - | - | - | - |
| 13 Curriculum & Prof. Dev. | - | - | - | - | - |
| 21 Instructional Administration | - | - | - | - | - |
| 23 School Leadership | - | - | - | - | - |
| 31 Guidance & Counseling | - | - | - | - | - |
| 32 Social Work Services | - | - | - | - | - |
| 33 Health Services | - | - | - | - | - |
| 34 Student Transportation | - | - | - | - | - |
| 35 Food Services | 46,527,525 | 46,524,925 | - | - | 46,524,925 |
| 36 Cocurricular/Extracurricular | - | - | - | - | - |
| 41 General Administration | - | - | - | - | - |
| 51 Plant Maintenance | 1,156,833 | 1,159,433 | - | - | 1,159,433 |
| 52 Security & Monitoring | - | - | - | - | - |
| 53 Data Processing | - | - | - | - | - |
| 61 Community Services | - | - | - | - | - |
| 71 Debt Services- Principal | - | - | - | - | - |
| 72 Debt Services- Interest | - | - | - | - | - |
| 73 Debt Services- Other Costs | - | - | - | - | - |
| 81 Facilities Acq. & Construction | - | - | - | - | - |
| 95 Payments to JJAEP | - | - | - | - | - |
| 99 Intergovernmental Charges | - | - | - | - | - |
| Total Appropriations | 47,684,358 | 47,684,358 | - | - | 47,684,358 |
| Other Uses | - | - | - | - | - |
| Total Appropriations & Other Uses | \$ 47,684,358 | \$ 47,684,358 | \$ - | \$ - | \$ 47,684,358 |
| Beginning Fund Balance 7/01/24 | \$ 5,544,229 | \$ 5,544,229 | | | \$ 5,544,229 |
| Excess/(Deficit) Current Operations From/(To) Fund Balance | \$ - | \$ - | \$ - | \$ - | \$ - |
| Ending Fund Balance 6/30/25 | \$ 5,544,229 | \$ 5,544,229 | \$ - | \$ - | \$ 5,544,229 |



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Fiscal Year 2024-2025

FOOD SERVICE FUND *

Data as of October 9, 2024

| REVENUES | Year-to-Date Amended | Year-to-Date Realized | Difference Realized to Budget | % of Budget |
|---|----------------------|-----------------------|-------------------------------|---------------|
| LOCAL | | | | |
| Interest Earnings | \$ 311,051 | \$ 18,316 | \$ (292,735) | 5.89% |
| Insurance Recovery | - | - | - | 0.00% |
| Purchases Discount | 7,653 | 3,920 | (3,733) | 51.22% |
| Lunch/Breakfast Sales & Catering | 751,812 | 158,211 | (593,601) | 21.04% |
| TOTAL LOCAL | 1,070,516 | 180,447 | (890,069) | 16.86% |
| STATE | | | | |
| State Match & Other | 151,039 | - | (151,039) | 0.00% |
| TOTAL STATE | 151,039 | - | (151,039) | 0.00% |
| FEDERAL | | | | |
| School Breakfast Program | 13,000,219 | 957,637 | (12,042,582) | 7.37% |
| National School Lunch Prgm & Snacks | 26,128,156 | 2,204,806 | (23,923,350) | 8.44% |
| USDA Commodities | 2,730,069 | 1,859 | (2,728,210) | 0.07% |
| Supply Chain Assistance Grant (PEBT) | - | - | - | 0.00% |
| TX Fresh Fruits & Vegetables | 4,604,232 | - | (4,604,232) | 0.00% |
| TOTAL FEDERAL | 46,462,676 | 3,164,302 | (43,298,374) | 6.81% |
| Total Revenue | 47,684,231 | 3,344,750 | (44,339,481) | 7.01% |
| OTHER SOURCES | | | | |
| Operating Transfer In | 127 | - | (127) | 0.00% |
| Total Other Sources | 127 | - | (127) | 0.00% |
| Total Revenue & Other Sources | \$ 47,684,358 | \$ 3,344,750 | \$ (44,339,608) | 7.01% |
| EXPENDITURES | | | | |
| 35 Food Services | 46,524,925 | 4,788,528 | 41,736,397 | 10.29% |
| 41 General Administration | - | - | - | 0.00% |
| 51 Plant Maintenance | 1,159,433 | 14,499 | 1,144,934 | 1.25% |
| 52 Security & Monitoring | - | - | - | 0.00% |
| 81 Facilities Acq. & Construction | - | - | - | 0.00% |
| TOTAL EXPENDITURES | 47,684,358 | 4,803,027 | 42,881,331 | 10.07% |
| OTHER USES | | | | |
| Transfers Out | - | - | - | 0.00% |
| Total Other Uses | - | - | - | 0.00% |
| Total Expenditures & Other Uses | \$ 47,684,358 | \$ 4,803,027 | \$ 42,881,331 | 10.07% |
| Excess/(Deficit) Revenues and Expenditures | \$ - | \$ (1,458,278) | \$ (1,458,278) | |

| Expenditures by Major Object Code | Year-to-Date Amended | Year-to-Date Actual | Year-to-Date Actual to Budget | % of Budget |
|---|----------------------|---------------------|-------------------------------|---------------|
| 6100 - Payroll Costs | \$ 18,963,669 | \$ 2,569,549 | \$ 16,394,120 | 13.55% |
| 6200 - Professional and Contracted Services | 3,893,358 | 355,896 | 3,537,462 | 9.14% |
| 6300 - Supplies and Materials | 24,545,634 | 1,853,680 | 22,691,954 | 7.55% |
| 6400 - Other Operating Costs | 71,697 | 23,902 | 47,795 | 33.34% |
| 6500 - Debt Service | - | - | - | 0.00% |
| 6600 - Capital Outlay-Land, Bldgs & Equip. | 210,000 | - | 210,000 | 0.00% |
| Total Expenditures | \$ 47,684,358 | \$ 4,803,027 | \$ 42,881,331 | 10.07% |

* Encumbrances are not included and totals may vary due to rounding.

** Interim financial statements are not indicative of projected final results due to year end accruals and other entries.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 3
For NOVEMBER 2024
Board Agenda
DEBT SERVICE FUND

| REVENUE | Budget As Adopted July 1, 2024 | Budget As Amended | Administrative Adjustments # 3 | BA No. 3 Changes | Budget As Amended Thru BA # 3 |
|---|---|------------------------------|---|-----------------------------|--|
| 5700 Local | \$ 114,907,044 | \$ 117,707,844 | \$ - | \$ - | \$ 117,707,844 |
| 5800 State | 2,800,800 | 12,636,222 | - | - | 12,636,222 |
| 5900 Federal | 12,636,222 | - | - | - | - |
| Total Revenue | 130,344,066 | 130,344,066 | - | - | 130,344,066 |
| Fm Resv. & Desig. Fund Bal | - | - | - | - | - |
| Subtotal | 130,344,066 | 130,344,066 | - | - | 130,344,066 |
| 7900 Other Resources | - | - | - | - | - |
| Total Revenue & Other Resources | \$ 130,344,066 | \$ 130,344,066 | \$ - | \$ - | \$ 130,344,066 |
| APPROPRIATIONS | | | | | |
| 11 Instruction | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12 Inst Resources & Media | - | - | - | - | - |
| 13 Curriculum & Prof. Dev. | - | - | - | - | - |
| 21 Instructional Administration | - | - | - | - | - |
| 23 School Leadership | - | - | - | - | - |
| 31 Guidance & Counseling | - | - | - | - | - |
| 32 Social Work Services | - | - | - | - | - |
| 33 Health Services | - | - | - | - | - |
| 34 Student Transportation | - | - | - | - | - |
| 35 Food Services | - | - | - | - | - |
| 36 Cocurricular/Extracurricular | - | - | - | - | - |
| 41 General Administration | - | - | - | - | - |
| 51 Plant Maintenance | - | - | - | - | - |
| 52 Security & Monitoring | - | - | - | - | - |
| 53 Data Processing | - | - | - | - | - |
| 61 Community Services | - | - | - | - | - |
| 71 Debt Services- Principal | 65,096,543 | 65,096,543 | - | - | 65,096,543 |
| 72 Debt Services- Interest | 60,016,349 | 60,016,349 | - | - | 60,016,349 |
| 73 Debt Services- Other Costs | 469,997 | 469,997 | - | - | 469,997 |
| 81 Facilities Acq. & Construction | - | - | - | - | - |
| 95 Payments to JJAEP | - | - | - | - | - |
| 99 Intergovernmental Charges | - | - | - | - | - |
| Total Appropriations | 125,582,889 | 125,582,889 | - | - | 125,582,889 |
| Other Uses | - | - | - | - | - |
| Total Appropriations & Other Uses | \$ 125,582,889 | \$ 125,582,889 | \$ - | \$ - | \$ 125,582,889 |
| Beginning Fund Balance 7/01/24 | \$ 172,168,212 | \$ 172,618,212 | | | \$ 172,168,212 |
| Excess/(Deficit) Current Operations From/(To) Fund Balance | \$ 4,761,177 | \$ 4,761,177 | \$ - | \$ - | \$ 4,761,177 |
| Ending Fund Balance 6/30/25 | \$ 176,929,389 | \$ 177,379,389 | \$ - | \$ - | \$ 176,929,389 |



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Fiscal Year 2024-2025

DEBT SERVICE FUND *

Data as of October 9, 2024

| REVENUES | Year-to-Date Amended | Year-to-Date Realized | Difference Realized to Budget | % of Budget |
|---|-------------------------|--------------------------|----------------------------------|----------------|
| LOCAL | | | | |
| Taxes Current & Delinquent | \$ 114,907,044 | \$ 4,951,933 | \$ (109,955,111) | 4.31% |
| Interest Earnings & Flex Adj. | 2,800,800 | 563,917 | (2,236,883) | 20.13% |
| TOTAL LOCAL | 117,707,844 | 5,515,850 | (112,191,994) | 4.69% |
| STATE | | | | |
| IFA and EDA | 12,636,222 | 2,763,845 | (9,872,377) | 21.87% |
| TOTAL STATE | 12,636,222 | 2,763,845 | (9,872,377) | 21.87% |
| FEDERAL | | | | |
| Other Federal Sources | - | - | - | 0.00% |
| TOTAL FEDERAL | - | - | - | 0.00% |
| Total Revenue | 130,344,066 | 8,279,695 | (122,064,371) | 6.35% |
| OTHER SOURCES | | | | |
| Operating Transfer In | - | - | - | 0.00% |
| Total Other Sources | - | - | - | 0.00% |
| Total Revenue & Other Sources | \$ 130,344,066 | \$ 8,279,695 | \$ (122,064,371) | 6.35% |
| EXPENDITURES | Year-to-Date Amended | Year-to-Date Actual | Difference Actual to Budget | % of Budget |
| 71 Debt Services | | | | |
| Principal on Bonds | 65,096,543 | 31,985,000 | 33,111,543 | 49.13% |
| Principal on Capital Lease | - | - | - | 0.00% |
| Principal on Long Term Debt | - | - | - | 0.00% |
| 72 Interest on Bonds | 60,016,349 | 30,407,987 | 29,608,362 | 50.67% |
| Interest on Capital Lease | - | - | - | 0.00% |
| Interest on Long Term Debt | - | - | - | 0.00% |
| 73 Other Debt Services Fees-Arbitrage | 469,997 | 19,190 | 450,807 | 4.08% |
| TOTAL EXPENDITURES | 125,582,889 | 62,412,177 | 63,170,712 | 49.70% |
| OTHER USES | | | | |
| Transfers Out | - | - | - | 0.00% |
| Total Other Uses | - | - | - | 0.00% |
| Total Expenditures & Other Uses | \$ 125,582,889 | \$ 62,412,177 | \$ 63,170,712 | 49.70% |
| Excess/(Deficit) Revenues and Expenditures | \$ 4,761,177 | \$ (54,132,481) | \$ (58,893,658) | |

| Expenditures by Major Object Code | Year-to-Date Amended | Year-to-Date Actual | Difference Actual to Budget | % of Budget |
|---|-------------------------|------------------------|--------------------------------|----------------|
| 6100 - Payroll Costs | \$ - | \$ - | \$ - | 0.00% |
| 6200 - Professional and Contracted Services | - | - | - | 0.00% |
| 6300 - Supplies and Materials | - | - | - | 0.00% |
| 6400 - Other Operating Costs | - | - | - | 0.00% |
| 6500 - Debt Service | 125,582,889 | 62,412,177 | 63,170,712 | 49.70% |
| 6600 - Capital Outlay-Land, Bldgs & Equip. | - | - | - | 0.00% |
| Total Expenditures | \$ 125,582,889 | \$ 62,412,177 | \$ 63,170,712 | 49.70% |

* Encumbrances are not included and totals may vary due to rounding.

** Interim financial statements are not indicative of projected final results due to year end accruals and other entries.



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
For Posted Data Available through October 9, 2024

Strategic Initiatives Fund (YTD expenses for 2024-2025 School Year)

| | <u>Fund Balance</u> | <u>YTD Expend. / Encumb.</u> |
|---|----------------------|------------------------------|
| Fund Balance | | |
| Beginning of Current Fiscal Year | \$75,773,530 | |
| Plus Additions: | | |
| QSCB Federal Subsidy Revenues | 1,168,062 | |
| Emergency Connectivity Fund | - | |
| Transfers in from Other Funds | - | |
| Available Fund Balance before Current Year Expenditures: | <u>\$ 76,941,592</u> | <u>\$ 76,941,592</u> |
| Less: | | |
| Year-to-Date Expenditures | | 2,976,272 |
| POs Encumbered but not Paid | | 356,194 |
| Budget Issued but not Encumbered | | 546,649 |
| Available Fund Balance: | | <u>\$ 73,062,478</u> |

* Beginning balance reflects estimated balances as of June 30, 2024

Professional Services Managed by Board of Trustees- (YTD expenses for 2024-2025 School Year)

| | <u>Current Actual</u> | <u>Year to Date Actual</u> |
|---|-----------------------|----------------------------|
| Legal Services- General Counsel | | |
| Escamilla & Poneck, LLP | \$ - | \$ 443,241 |
| External Audit Services (All Engagement Years) | | |
| Garza, Gonzalez & Associates | \$ - | \$ 23,200 |
| Financial Advisors | | |
| Frost Bank | - | - |
| Total Professional Expenditures | <u>\$ -</u> | <u>\$ 466,441</u> |

SAISD BOARD AGENDA SUMMARY FORM

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

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer, Financial Services & Business Operations

PRESENTER: Dottie Carreon, Chief Financial Officer, Financial Services & Business Operations

MEETING DATE: November 18, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve Procurement Services' Recommendations to Board of Trustees for November 18, 2024.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

1. Be it resolved that the Board approve the purchase of Chillers and Service Agreements. This is part of the HVAC Emergency Proclamation that was Board approved on 8/19/2024. This purchase and subsequent installation of chillers will ensure the safety and comfort of students and staff at JT Brackenridge ES, Carvajal ES, Highland Hills ES and ML King ES (@ Gates).

- Recommended by: Construction and Development Services
- Submitted by: Yvonne Little
- Selection Method: Buyboard Purchasing Cooperative Contract #720-23
- Contract Term: Period covering November 19, 2024 through November 30, 2025
- Funding Source: Bond – 661-81-6629-02-110-99-HVC - \$190,643.00
 Bond – 661-81-6249-02-110-99-HVC - \$ 30,851.00
 Bond – 661-81-6629-02-134-99-HVC - \$ 76,905.76
 Bond – 661-81-6249-02-134-99-HVC - \$ 13,883.00
 Bond – 661-81-6629-02-241-99-HVC - \$153,811.53
 Bond – 661-81-6249-02-241-99-HVC - \$ 27,766.00
 Bond – 661-81-6629-02-127-99-HVC - \$ 92,165.00
 Bond – 661-81-6249-02-127-99-HVC - \$ 14,703.00

VENDOR
Daikin Applied Americas, Inc.

AWARD AMOUNT
\$600,728 approximately

2. Be it resolved that the Board approve the purchase of furniture for classrooms, labs and office spaces at CAST Med High School in support of Bond 2020 Phase III.
 - Recommended by: Construction and Development Services
 - Submitted by: Yvonne Little
 - Selection Method: Request for Proposal – RFP #23-036(LC)
 - Contract Term: Period covering November 19, 2024 through November 13, 2025
 - Funding Source: Bond – 661-11-6399-19-028-99-M40

VENDOR

Alamo Classroom Solutions

AWARD AMOUNT

\$265,041 approximately

3. Be it resolved that the Board approve the purchase of Solid Waste and Recycling Removal/Disposal for District-wide use 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: Facilities Services
 - Submitted by: Belinda Dovalina
 - Selection Method: Request for Proposal - RFP #24-024(BS)
 - Contract Term: Period covering November 19, 2024 through November 18, 2026 with the option to renew for three (3) additional one (1) year periods
 - Funding Source: Local – 199-51-6299-01-932-99-0-00

VENDOR

Waste Management

AWARD AMOUNT

\$445,000 approximately

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2024 - 2025 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: _____
Purchase of Chiller and 5 Year Service Agreement

2. How will goods and/or services be used? (*List Campus/Grades Impacted*): Part of the HVAC Emergency Proclamation that was Board Approved on 8/19/24. The purchase and subsequent installation of chiller will ensure the safety and comfort of students and staff at JT Brackenridge ES, Carvajal ES, Highland Hills ES, and ML King ES (@ Gates).

3. Submitted by: Yvonne Little CDCS 09/26/2024
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Daikin Applied Americas, Inc
 Address: 12100 Crownpoint Dr
 City/State/Zip: San Antonio TX 78233
 Phone No: 210.657.3316
 Point of Contact: Tex Kuldass
 E-mail Address: tex.kuldass@daikinapplied.com
(Use a separate sheet to identify multiple vendors)
 Vendor #: 112691
(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 #: Buy Board 720-23
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 11/30/2026
 Other

6. Purchase valid from: 11/19/2024 through: 11/30/2025

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: \$ 600,728.29 (*Approximately*) per Year for 1 Years.

10. Funding Source(s) – check all that apply: Federal _____ State _____ Local _____ Bond
 Provide Budget Codes & Descriptions: 2020 Bond HVAC Project
see attached

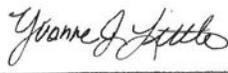
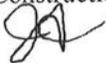
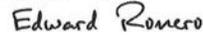
11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

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

1) Vehicle Insurance (*Director, Employee Benefits signs below*) \$ 0

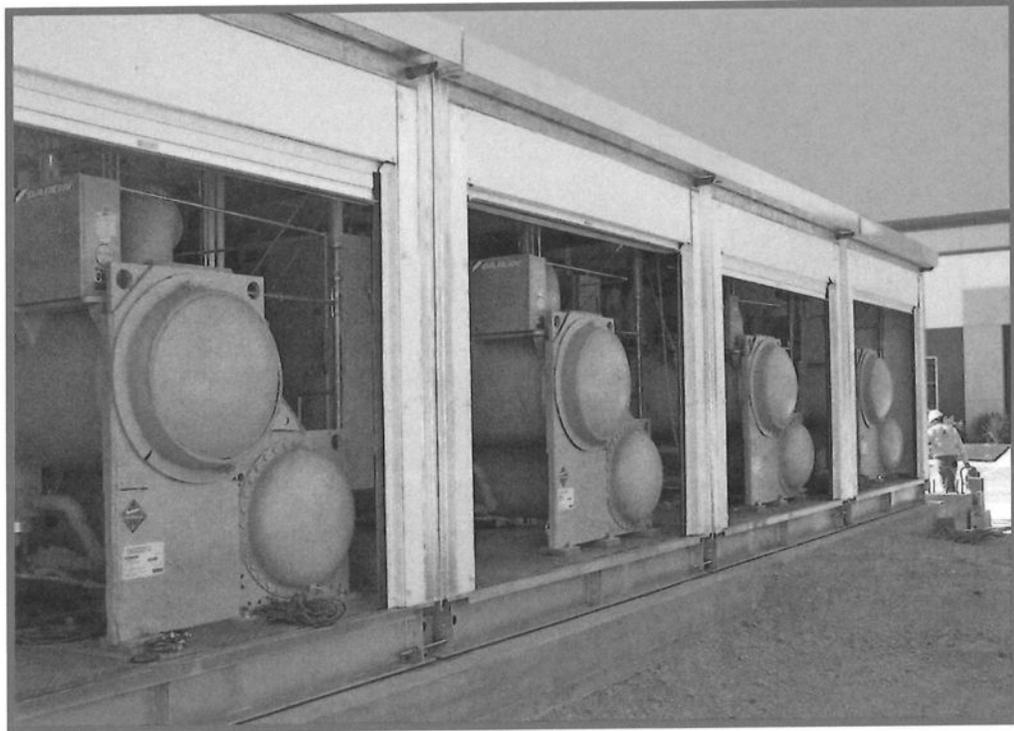
| | | |
|--|-------------------------|-----------|
|  | | 10/7/2024 |
| Requestor Signature | Type Name | Date |
| Sr. Executive Director / Executive Director / Director Signature | Type Name | Date |
| | <u>Yvonne Little</u> | |
| Construction & Development Services Signature | Type Name | Date |
|  | | 10/7/2024 |
| | <u>Jenny Arredondo</u> | |
| Interim Chief Operations Officer Signature | Type Name | Date |
| | <u>Eva Mendoza</u> | |
| Chief Information Technology Officer Signature | Type Name | Date |
| Instructional Superintendent / Assistant Superintendent Signature | Type Name | Date |
|  | <u>Patricia Salzman</u> | 10/2/2024 |
| Deputy Superintendent Signature | Type Name | Date |
|  | | 10/9/2024 |
| | <u>Eddie Romero</u> | |
| Executive Director, Operations & Business Services Signature | Type Name | Date |
|  | | 10/9/2024 |
| | <u>Dottie Carreon</u> | |
| Chief Financial Officer, Financial Services & Business Operations Signature | Type Name | Date |
| Chief Signatures for: (Communications / Data Operations / Human Capital / Police / Staff) | Type Name | Date |

Revised: July, 2024

| Campus | Description | Account Code | Amount | PO# |
|---------------------|-----------------------------|---------------------------|---------------|----------|
| JT Bracknridge | Chiller Purchase (2) 70 Ton | 661-81-6249-02-110-99-HVC | \$ 190,643.00 | 25003807 |
| JT Bracknridge | Maintenance Agreement | 661-81-6249-02-110-99-HVC | \$ 30,851.00 | 25003801 |
| Highland Hills ES | Chiller Purchase (1) 50 Ton | 661-81-6249-02-134-99-HVC | \$ 76,905.76 | 25003806 |
| Highland Hills ES | Maintenance Agreement | 661-81-6249-02-134-99-HVC | \$ 13,883.00 | 25003798 |
| Carvajal ES | Chiller Purchase (2) 50 Ton | 661-81-6249-02-241-99-HVC | \$ 153,811.53 | 25003809 |
| Carvajal ES | Maintenance Agreement | 661-81-6249-02-241-99-HVC | \$ 27,766.00 | 25003800 |
| King ES (@Gates ES) | Chiller Purchase (1) 70 Ton | 661-81-6249-02-127-99-HVC | \$ 92,165.00 | 25003808 |
| King ES (@Gates ES) | Maintenance Agreement | 661-81-6249-02-127-99-HVC | \$ 14,703.00 | 25003798 |

| Account Number | Owner | Year | Account Name | Balance | Unapproved Journal Entries | Adopted Budget | Amended Budget | Budget Encumbrances | Transactions |
|---------------------------|-----------|------|----------------------|---------|----------------------------|----------------|----------------|---------------------|--------------|
| 661-81-6249-02-110-99-HVC | 741-Bonds | 2021 | MAINTENANCE CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 30,851.00 | 0.00 |
| 661-81-6249-02-110-99-HVC | 741-Bonds | 2021 | CHILLER PURCHASE | 0.00 | 0.00 | 0.00 | 0.00 | 190,643.00 | 0.00 |
| 661-81-6249-02-134-99-HVC | 741-Bonds | 2021 | MAINTENANCE CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 12,883.00 | 0.00 |
| 661-81-6249-02-134-99-HVC | 741-Bonds | 2021 | CHILLER PURCHASE | 0.00 | 0.00 | 0.00 | 0.00 | 76,905.76 | 0.00 |
| 661-81-6249-02-241-99-HVC | 741-Bonds | 2021 | MAINTENANCE CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 27,766.00 | 0.00 |
| 661-81-6249-02-241-99-HVC | 741-Bonds | 2021 | CHILLER PURCHASE | 0.00 | 0.00 | 0.00 | 0.00 | 153,811.53 | 0.00 |
| 661-81-6249-02-127-99-HVC | 741-Bonds | 2021 | MAINTENANCE CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 14,703.00 | 0.00 |
| 661-81-6249-02-127-99-HVC | 741-Bonds | 2021 | CHILLER PURCHASE | 0.00 | 0.00 | 0.00 | 0.00 | 92,165.00 | 0.00 |

EQUIPMENT QUOTE



SAN ANTONIO ISD- JT BRACKENRIDGE | 2-70-TON CHILLERS | EO

SAISD J.T. BRACKENRIDGE ELEMENTARY
1214 GUADALUPE STREET
SAN ANTONIO, TX 78207

Quote #: Q-55893

Prepared for:

Henry Acosta
San Antonio ISD
SAN ANTONIO ISD
Quote Document Date: 09/03/24

Prepared by:

Tex Kuldas
Account Manager
Phone: 210-760-1541 Mobile: 210-760-1541
E-mail: tex.kuldas@daikinapplied.com
Daikin Applied Americas, Inc.

Proposal Details

Daikin Applied Americas Inc. is pleased to offer the following Equipment Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will provide

- (2) AGZ071 70-ton chiller, 277/480V

5 year warranty

1) Year plus (4) Years of Extended Warranty

A. Initial Warranty:

1. Chiller manufacturer shall include in his proposal, for each chiller, the cost to provide a complete one-year from date of "warranty commencement".

2. The WARRANTY shall include parts, labor, refrigerant, the labor of a factory-trained service engineer plus necessary material to perform start-up services, quarterly service inspections and one year warranty inspection.

a. Quarterly Inspections:

1) Quarterly inspections shall be same as indicated in the following for "Quarterly Inspections."

b. One Year Warranty Inspection:

1) One Year Warranty Inspection shall be same as indicated in the following for "Comprehensive Annual Inspections."

B. Extended Warranty: A 4-year (from the expiration date of the "one year Initial Warranty")

WARRANTY & SERVICE CONTRACT, with the Owner, shall be included for Packaged Air Cooled Chiller required for this Project. The warranty & service contract shall include parts, labor & refrigerant warranty plus annual inspections and three (3) quarterly inspections each year. Contract shall cover the following

minimum services and additional services if required or recommended by the chiller manufacturer:

Features

- Galvanized steel construction, 500-hr salt spray rating, 460v-3phase
- Multiple scroll type compressors on resilient rubber isolators
- Dual refrigerant circuits, factory charged with R-410a refrigerant
- Replaceable filter drier with discharge & liquid isolation valves
- Across the line start
- Victaulic evaporator connections
- MicroTech III microprocessor controls
- Controls transformer
- Totally enclosed condenser fan motors
- Single point power block - 5kAIC SCCR
- 115V, GFI, convenience outlet, Unit Powered
- Closed cell insulation on evaporator & suction piping
- Aluminum alloy microchannel condenser coils
- Head pressure control for operation down to 32F ambient
- Hail guards
- Electronic expansion valves
- Thermal dispersion type flow switch, factory mounted & wired
- Evaporator inlet Wye strainer - Field Installed
- MSTP BACnet Building Automation System Interface - Field Installed
- Rubber-In-Shear vibration isolation - Field Installed

- Factory authorized start-up
- Five year complete unit parts/labor/refrigerant warranty

****Temporary install will be billed on a time and material basis.

Buyboard 720-23

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Equipment Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$190,643.00 (One Hundred Ninety Thousand, Six Hundred Forty Three dollars and Zero cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Henry Acosta
SAN ANTONIO ISD
141 LAVACA STREET
SAN ANTONIO, Texas 78210

Site Address:
SAISD J.T. BRACKENRIDGE ELEMENTARY
1214 GUADALUPE STREET
SAN ANTONIO, TX 78207

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.



DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

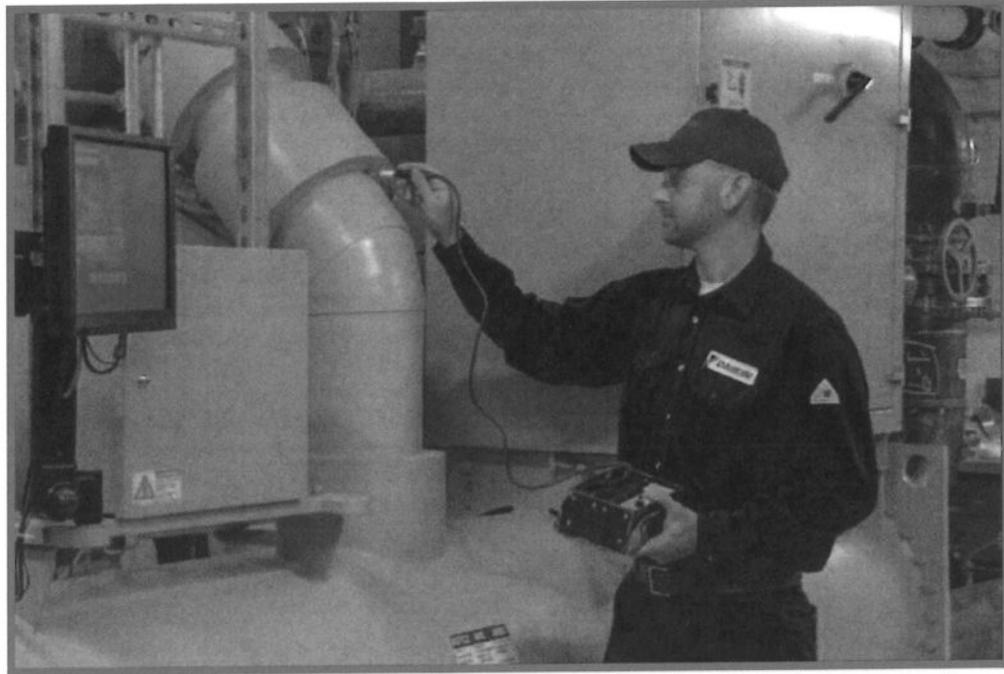
18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

MAINTENANCE AGREEMENT QUOTE



SAISD-JT BRACK | 5 YEAR PM CONTRACT

SAISD J.T. BRACKENRIDGE ELEMENTARY
1214 GUADALUPE STREET
SAN ANTONIO, TX 78207

Quote #: Q-56307

Prepared for:

Henry Acosta
San Antonio ISD
SAN ANTONIO ISD
Quote Document Date: 09/03/24

Prepared by:

Tex Kuldas
Account Manager
Phone: 210-760-1541 Mobile: 210-760-1541
E-mail: Tex.kuldas@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas Inc. is pleased to offer the following Maintenance Agreement Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will perform one annual inspection and three operational inspections on Two AGZ071 chillers, along with one annual coil cleaning and quarterly filter replacements.

5 Year Preventative Maintenance Contract

Comprehensive Annual Inspections.

- a. Record and report abnormal conditions, measurements taken, etc...
 - b. Review customer logs with the customer for operational problems and trends.
 - 1) General Assembly
 - a) Check and record refrigerant level.
 - b) Inspect for leaks and report leak results.
 - c) Calculate the refrigerant loss rate and report to customer.
 - d) Repair minor leaks as required (e.g., valve packing, flare nuts, etc.).
 - 2) Controls and Safeties.
 - a) Inspect control panel for cleanliness.
 - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
 - c) Check load limit relay for load-unload operation.
 - d) Verify the working condition of all indicator/alarm lights.
 - e) Test the high condenser pressure safety devices. Calibrate and record setting.
 - f) Verify operation and physical condition of all condenser fans.
 - g) Check the oil pressure safety devices. Calibrate and record setting.
 - h) Test the high motor temperature safety devices. Calibrate and record setting.
 - i) Test the operation of the chilled water pump starter interlocks.
 - j) Check the operation of the chilled water flow switches.
 - k) Verify the operation of all timing devices.
 - 3) Lubrication Systems
 - a) Verify the operation of the oil heaters. Measure amps and compare reading with watt rating of the heaters.
 - b) Change the oil filters.
 - c) Verify oil levels.
 - 4) Motors and Starters
 - a) Clean starter contacts and enclosures.
 - b) Inspect wiring and connections for tightness and signs of overheating and discolorization.
 - c) Verify operation. Calibrate and record settings.
 - d) Check condition of the contacts for wear and pitting.
 - e) Check contactors for free and smooth operation.
 - f) Check linkages for wear, security and clearances.
 - g) Check tightness of motor terminal connections.
 - h) Meg motors and record readings.
 - i) Verify the operation of the electrical interlocks.
2. Quarterly Inspections:

- a. Check the general operation of the unit.
- b. Check all operating and safety controls. Recalibrate or replace as required for proper operation.
- c. Check the operation of lubrication systems.
- d. Check the operation of the motors and starters.
- e. Verify operation and physical condition of all condenser fans.
- f. Leak check, repair all leaks and bring refrigerant charges to full operating level.
- g. Physically inspect chiller and lubricate, repair, and adjust to factory tolerances. Replace components which show wear beyond original manufacturing tolerances.
- h. Log the operating temperature, pressures, voltages and amperages.
- i. Analyze the recorded data. Compare the data to the original design conditions.
- j. Review operating procedures with operating personnel.
- k. Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

**** Additional Scope of work for inspections included below

Buyboard 720-23

Program Overview

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

Duration:

This agreement shall remain in effect for an initial term of 5 year(s) beginning on December 01, 2024 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on December 01, 2024 (the Effective Date) of this agreement

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions, unless the parties have in place a current, fully executed Master Agreement, in which case this Agreement is subject to the provisions of such Master Agreement.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

Equipment Schedule

| Program | Manufacturer/Model/Serial | Site | Annual | Operational | Coil Cleaning | Filter Replacement |
|------------|---------------------------|-----------------|--------|-------------|---------------|--------------------|
| Inspection | AGZ071/TBD | JT BRACKENRIDGE | 1 | 3 | 1 | 4 |
| Inspection | AGZ071/TBD | JT BRACKENRIDGE | 1 | 3 | 1 | 4 |

| | |
|--------|-------------|
| YEAR 1 | \$ 5,811.00 |
| YEAR 2 | \$ 5,985.00 |
| YEAR 3 | \$ 6,165.00 |
| YEAR 4 | \$ 6,350.00 |
| YEAR 5 | \$ 6,540.00 |

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$30,851.00 (Thirty Thousand, Eight Hundred Fifty One dollars and Zero cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*:

*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Henry Acosta
SAN ANTONIO ISD
141 LAVACA STREET
SAN ANTONIO, Texas 78210

Site Address:
SAISD J.T. BRACKENRIDGE ELEMENTARY
1214 GUADALUPE STREET
SAN ANTONIO, TX 78207

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.



Inspection Program Responsibilities

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

| Model/Manufacturing/S erial Numbers | Equipment Type | Service Task |
|--|---|--|
| | Reciprocating / Scroll Chillers - Air and Water Cooled | <p>The Annual Inspection</p> <ul style="list-style-type: none"> ● Check in with facility maintenance manager to discuss any operating issues or deficiencies. ● Check unit for proper operation, interlocks, controls, and excessive noise or vibration. ● Tighten all starter, motor, and control connections. ● Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. ● Meg compressor motor and record readings. ● Check operation of crankcase heater. * ● Check evaporator shell heaters and controls for freeze protection. * ● Check condition, operation, and proper liquid/air levels in expansion tank. * ● Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow) ● Check and Lubricate motor and fan bearings, screws, and motor mounts. ● Visually inspect coils for damage, obstructions, and cleanliness. ● Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. ● Check relief valve(s) for leakage. ● Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. * ● Test differential oil pressure switch for proper setting. * ● Check operation of compressor(s). ● Inspect water piping and valves for leakage; check condition of unit and pipe insulation. ● Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage. ● Check operating and safety controls. ● Review all microprocessor, thermostats, and/or diagnostic control codes. * ● Check flow switch devices and external pump interlocks for proper operation. ● Check condition of thermometers, and gauges. Compare with operating controls. ● Check sight glass(es) for flashing / moisture and/or oil presence. * ● Check evaporator and condenser flow rates, temperatures, interlocks, and safeties. * ● Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * ● Review services performed and report any uncorrected deficiencies to facility maintenance manager. |
| | Reciprocating / Scroll Chillers - Air and Water Cooled | <p>The Operational Inspection</p> <ul style="list-style-type: none"> ● Check in with facility maintenance manager to discuss any operating issues or deficiencies. ● Check unit for proper operation, interlocks, controls, and excessive noise or vibration. ● Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. ● Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow) ● Check operation of lubrication system and crankcase heater. |

| | | |
|--|---|--|
| | | <ul style="list-style-type: none"> ● Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. ● Visually inspect coils for damage, obstructions, and cleanliness. ● Check evaporator and condenser flow rates. * ● Check operating and safety controls. ● Review all microprocessor diagnostic codes. * ● Check condition of thermometers, and gauges. Compare with operating controls. ● Check sight glass(es) for flashing / moisture and/or oil presence. * ● Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * <p>* If Applicable!</p> <ul style="list-style-type: none"> ● NOTE #1: Adequate water treatment by a qualified water treatment firm should be furnished for the equipment covered under this agreement. ● NOTE #2: Owner is responsible for checking and maintaining the self-contained breathing apparatus per the manufacturer's recommendations. <p>Predictive Maintenance</p> <ul style="list-style-type: none"> ● Vibration analysis for rotational imbalance, record readings and compare against manufactures recommendations. ● Thermo graphic infrared testing of electrical components. <p>Preventative Maintenance</p> <ul style="list-style-type: none"> ● Perform Seasonal Start-up. ● Perform Seasonal Shut-down. ● Calibrate the refrigerant monitor. ● Refrigerant analysis to be taken for oil, acid, and moisture content. ● Perform Glycol concentration test and record freeze protection level. (Adjustment of glycol concentration not included.) ● Spectrographic oil analyses for the indication of wear metals, acid content, and moisture. Sample(s) to be taken for each refrigeration circuit. ● Daikin Applied to provide lift for access to unit(s). ● Owner to provide lift for access to unit(s). |
| | <p>Reciprocating / Scroll Chillers - Air and Water Cooled</p> | <p>Coils Services</p> <ul style="list-style-type: none"> ● Refrigerant moisture and acid test on each refrigerant circuit. ● Clean coils. ● Chemical cleaning of condenser coil(s). ● Daikin Applied to provide lift for access to unit(s). ● Owner to provide lift for access to unit(s). |
| | <p>Reciprocating / Scroll Chillers - Air and Water Cooled</p> | <p>Filters and Belts</p> <ul style="list-style-type: none"> ● Replace air filter(s) and gasket(s). As required. |

DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however,* that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

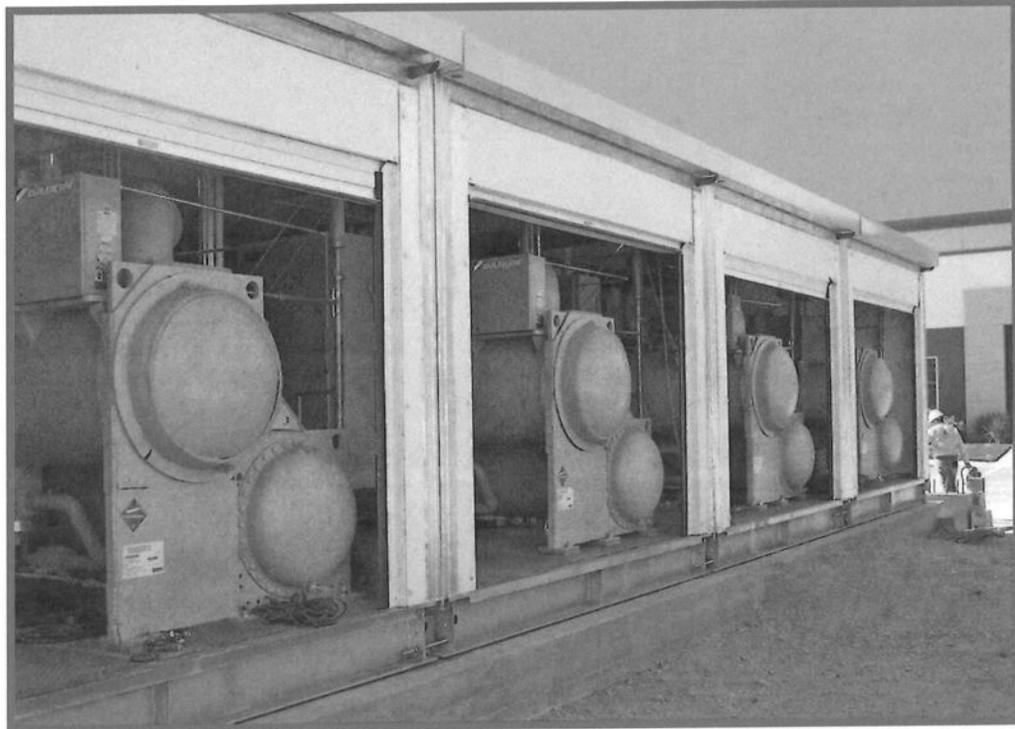
18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

EQUIPMENT QUOTE



SAN ANTONIO ISD- HIGHLAND HILLS ES | 50 TON CHILLER | EO

SAISD HIGHLAND HILLS ELEMENTARY SCHOOL
734 GLAMIS AVENUE
SAN ANTONIO, TX 78223

Quote #: Q-55902

Prepared for:

Henry Acosta
San Antonio ISD
SAN ANTONIO ISD
Quote Document Date: 09/03/24

Prepared by:

Tex Kuldias
Account Manager
Phone: 210-760-1541 Mobile: 210-760-1541
E-mail: Tex.kuldias@daikinapplied.com
Daikin Applied Americas, Inc.

Proposal Details

Daikin Applied Americas Inc. is pleased to offer the following Equipment Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will provide

- (1) AGZ051 50-ton chiller, 277/480V

5 year warranty

1) Year plus (4) Years of Extended Warranty

A. Initial Warranty:

1. Chiller manufacturer shall include in his proposal, for each chiller, the cost to provide a complete one-year from date of "warranty commencement".
2. The WARRANTY shall include parts, labor, refrigerant, the labor of a factory-trained service engineer plus necessary material to perform start-up services, quarterly service inspections and one year warranty inspection.

a. Quarterly Inspections:

1) Quarterly inspections shall be same as indicated in the following for "Quarterly Inspections."

b. One Year Warranty Inspection:

1) One Year Warranty Inspection shall be same as indicated in the following for "Comprehensive Annual Inspections."

B. Extended Warranty: A 4-year (from the expiration date of the "one year Initial Warranty") WARRANTY & SERVICE CONTRACT, with the Owner, shall be included for Packaged Air Cooled Chiller required for this Project. The warranty & service contract shall include parts, labor & refrigerant warranty plus annual inspections and three (3) quarterly inspections each year. Contract shall cover the following minimum services and additional services if required or recommended by the chiller manufacturer:

Features

- Galvanized steel construction, 500-hr salt spray rating, 460v-3phase
- Multiple scroll type compressors on resilient rubber isolators
- Dual refrigerant circuits, factory charged with R-410a refrigerant
- Replaceable filter drier with discharge & liquid isolation valves
- Across the line start
- Victaulic evaporator connections
- MicroTech III microprocessor controls
- Controls transformer
- Hail Guards
- Totally enclosed condenser fan motors
- Single point power block - 5kAIC SCCR
- 115V, GFI, convenience outlet, Unit Powered
- Closed cell insulation on evaporator & suction piping
- Aluminum alloy microchannel condenser coils
- Head pressure control for operation down to 32F ambient
- Electronic expansion valves
- Thermal dispersion type flow switch, factory mounted & wired
- Evaporator inlet Wye strainer - Field Installed
- MSTP BACnet Building Automation System Interface - Field Installed
- Rubber-In-Shear vibration isolation - Field Installed
- Factory authorized start-up

- Five year complete unit parts/labor/refrigerant warranty

****Temporary install will be billed on a time and material basis.

Buyboard 720-23

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Equipment Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$76,905.76 (Seventy Six Thousand, Nine Hundred Five dollars and Seventy Six cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Henry Acosta
SAN ANTONIO ISD
141 LAVACA STREET
SAN ANTONIO, Texas 78210

Site Address:
SAISD HIGHLAND HILLS ELEMENTARY
SCHOOL
734 GLAMIS AVENUE
SAN ANTONIO, TX 78223

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.



DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however,* that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

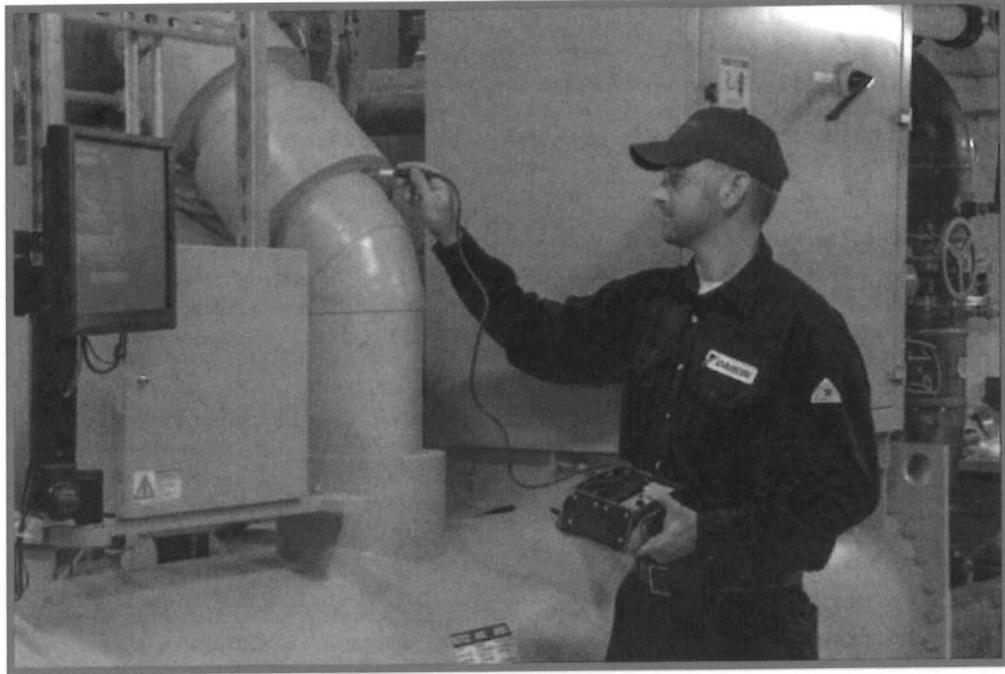
18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

MAINTENANCE AGREEMENT QUOTE



SAISD-HIGHLAND HILLS | 5 YEAR PM CONTRACT | MA

SAISD HIGHLAND HILLS ELEMENTARY SCHOOL
734 GLAMIS AVENUE
SAN ANTONIO, TX 78223

Quote #: Q-56297

Prepared for:

Henry Acosta
San Antonio ISD
SAN ANTONIO ISD
Quote Document Date: 09/03/24

Prepared by:

Tex Kuldas
Account Manager
Phone: 210-760-1541 Mobile: 210-760-1541
E-mail: Tex.kuldas@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas Inc. is pleased to offer the following Maintenance Agreement Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will perform one annual inspection and three operational inspections on One AGZ051 chillers, along with one annual coil cleaning and quarterly filter replacements.

5 Year Preventative Maintenance Contract

Comprehensive Annual Inspections.

- a. Record and report abnormal conditions, measurements taken, etc...
- b. Review customer logs with the customer for operational problems and trends.
 - 1) General Assembly
 - a) Check and record refrigerant level.
 - b) Inspect for leaks and report leak results.
 - c) Calculate the refrigerant loss rate and report to customer.
 - d) Repair minor leaks as required (e.g., valve packing, flare nuts, etc.).
 - 2) Controls and Safeties.
 - a) Inspect control panel for cleanliness.
 - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
 - c) Check load limit relay for load-unload operation.
 - d) Verify the working condition of all indicator/alarm lights.
 - e) Test the high condenser pressure safety devices. Calibrate and record setting.
 - f) Verify operation and physical condition of all condenser fans.
 - g) Check the oil pressure safety devices. Calibrate and record setting.
 - h) Test the high motor temperature safety devices. Calibrate and record setting.
 - i) Test the operation of the chilled water pump starter interlocks.
 - j) Check the operation of the chilled water flow switches.
 - k) Verify the operation of all timing devices.
 - 3) Lubrication Systems
 - a) Verify the operation of the oil heaters. Measure amps and compare reading with watt rating of the heaters.
 - b) Change the oil filters.
 - c) Verify oil levels.
 - 4) Motors and Starters
 - a) Clean starter contacts and enclosures.
 - b) Inspect wiring and connections for tightness and signs of overheating and discolorization.
 - c) Verify operation. Calibrate and record settings.
 - d) Check condition of the contacts for wear and pitting.
 - e) Check contactors for free and smooth operation.
 - f) Check linkages for wear, security and clearances.
 - g) Check tightness of motor terminal connections.
 - h) Meg motors and record readings.
 - i) Verify the operation of the electrical interlocks.
2. Quarterly Inspections:

- a. Check the general operation of the unit.
- b. Check all operating and safety controls. Recalibrate or replace as required for proper operation.
- c. Check the operation of lubrication systems.
- d. Check the operation of the motors and starters.
- e. Verify operation and physical condition of all condenser fans.
- f. Leak check, repair all leaks and bring refrigerant charges to full operating level.
- g. Physically inspect chiller and lubricate, repair, and adjust to factory tolerances. Replace components which show wear beyond original manufacturing tolerances.
- h. Log the operating temperature, pressures, voltages and amperages.
- i. Analyze the recorded data. Compare the data to the original design conditions.
- j. Review operating procedures with operating personnel.
- k. Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

**** Additional Scope of work for inspections included below

Buyboard 720-23

Program Overview

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

Duration:

This agreement shall remain in effect for an initial term of 5 year(s) beginning on December 01, 2024 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows beginning on December 01, 2024 (the Effective Date) of this agreement,

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions, unless the parties have in place a current, fully executed Master Agreement, in which case this Agreement is subject to the provisions of such Master Agreement.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

Equipment Schedule

| Program | Manufacturer/Model/Serial | Site | Annual | Operational | Coil Cleaning | Filter Replacement |
|------------|---------------------------|----------------|--------|-------------|---------------|--------------------|
| Inspection | AGZ051/TBD | HIGHLAND HILLS | 1 | 3 | 1 | 4 |

| | |
|--------|---------|
| YEAR 1 | \$2,615 |
| YEAR 2 | \$2,693 |
| YEAR 3 | \$2,774 |
| YEAR 4 | \$2,857 |
| YEAR 5 | \$2,944 |

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$13,883.00 (Thirteen Thousand, Eight Hundred Eighty Three dollars and Zero cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*:

*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Henry Acosta
SAN ANTONIO ISD
141 LAVACA STREET
SAN ANTONIO, Texas 78210

Site Address:
SAISD HIGHLAND HILLS ELEMENTARY
SCHOOL
734 GLAMIS AVENUE
SAN ANTONIO, TX 78223

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.



Inspection Program Responsibilities

1. **Daikin Applied agrees to:**

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. **Customer agrees to:**

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. **It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:**

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

| Model/Manufacturing/S erial Numbers | Equipment Type | Service Task |
|--|---|--|
| | Reciprocating / Scroll Chillers - Air and Water Cooled | <p>The Annual Inspection</p> <ul style="list-style-type: none"> ● Check in with facility maintenance manager to discuss any operating issues or deficiencies. ● Check unit for proper operation, interlocks, controls, and excessive noise or vibration. ● Tighten all starter, motor, and control connections. ● Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. ● Meg compressor motor and record readings. ● Check operation of crankcase heater. * ● Check evaporator shell heaters and controls for freeze protection. * ● Check condition, operation, and proper liquid/air levels in expansion tank. * ● Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow) ● Check and lubricate motor and fan bearings, screws, and motor mounts. ● Visually inspect coils for damage, obstructions, and cleanliness. ● Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. ● Check relief valve(s) for leakage. ● Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. * ● Test differential oil pressure switch for proper setting. * ● Check operation of compressor(s). ● Inspect water piping and valves for leakage; check condition of unit and pipe insulation. ● Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage. ● Check operating and safety controls. ● Review all microprocessor, thermostats, and/or diagnostic control codes. * ● Check flow switch devices and external pump interlocks for proper operation. ● Check condition of thermometers, and gauges. Compare with operating controls. ● Check sight glass(es) for flashing / moisture and/or oil presence. * ● Check evaporator and condenser flow rates, temperatures, interlocks, and safeties. * ● Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * ● Review services performed and report any uncorrected deficiencies to facility maintenance manager. |
| | Reciprocating / Scroll Chillers - Air and Water Cooled | <p>The Operational Inspection</p> <ul style="list-style-type: none"> ● Check in with facility maintenance manager to discuss any operating issues or deficiencies. ● Check unit for proper operation, interlocks, controls, and excessive noise or vibration. ● Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. ● Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow) ● Check operation of lubrication system and crankcase heater. |

| | | |
|--|---|--|
| | | <ul style="list-style-type: none"> ● Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. ● Visually inspect coils for damage, obstructions, and cleanliness. ● Check evaporator and condenser flow rates. * ● Check operating and safety controls. ● Review all microprocessor diagnostic codes. * ● Check condition of thermometers, and gauges. Compare with operating controls. ● Check sight glass(es) for flashing / moisture and/or oil presence. * ● Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * <p>* If Applicable!</p> <ul style="list-style-type: none"> ● NOTE #1: Adequate water treatment by a qualified water treatment firm should be furnished for the equipment covered under this agreement. ● NOTE #2: Owner is responsible for checking and maintaining the self-contained breathing apparatus per the manufacturer's recommendations. <p>Predictive Maintenance</p> <ul style="list-style-type: none"> ● Vibration analysis for rotational imbalance, record readings and compare against manufactures recommendations. ● Thermo graphic infrared testing of electrical components. <p>Preventative Maintenance</p> <ul style="list-style-type: none"> ● Perform Seasonal Start-up. ● Perform Seasonal Shut-down. ● Calibrate the refrigerant monitor. ● Refrigerant analysis to be taken for oil, acid, and moisture content. ● Perform Glycol concentration test and record freeze protection level. (Adjustment of glycol concentration not included.) ● Spectrographic oil analyses for the indication of wear metals, acid content, and moisture. Sample(s) to be taken for each refrigeration circuit. ● Daikin Applied to provide lift for access to unit(s). ● Owner to provide lift for access to unit(s). |
| | <p>Reciprocating / Scroll Chillers - Air and Water Cooled</p> | <p>Coils Services</p> <ul style="list-style-type: none"> ● Refrigerant moisture and acid test on each refrigerant circuit. ● Clean coils. ● Chemical cleaning of condenser coil(s). ● Daikin Applied to provide lift for access to unit(s). ● Owner to provide lift for access to unit(s). |
| | <p>Reciprocating / Scroll Chillers - Air and Water Cooled</p> | <p>Filters and Belts</p> <ul style="list-style-type: none"> ● Replace airt filter(s) and gasket(s). As required. |

DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

EQUIPMENT QUOTE



SAN ANTONIO ISD- CARVAJAL ES | 2-50 TON CHILLERS | EO

SAISD ESTHER PEREZ CARVAJAL ELEMENTARY SCHOOL
225 ARIZONA AVENUE
SAN ANTONIO, TX 78207

Quote #: Q-55903

Prepared for:

Henry Acosta
San Antonio ISD
SAN ANTONIO ISD
Quote Document Date: 09/03/24

Prepared by:

Tex Kuldass
Account Manager
Phone: 210-760-1541 Mobile: 210-760-1541
E-mail: tex.kuldass@daikinapplied.com
Daikin Applied Americas, Inc.

Proposal Details

Daikin Applied Americas Inc. is pleased to offer the following Equipment Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will provide

- (2) 50-ton chillers, 277/480V

5 year warranty

1) Year plus (4) Years of Extended Warranty

A. Initial Warranty:

1. Chiller manufacturer shall include in his proposal, for each chiller, the cost to provide a complete one-year from date of "warranty commencement".

2. The WARRANTY shall include parts, labor, refrigerant, the labor of a factory-trained service engineer plus necessary material to perform start-up services, quarterly service inspections and one year warranty inspection.

a. Quarterly Inspections:

1) Quarterly inspections shall be same as indicated in the following for "Quarterly Inspections."

b. One Year Warranty Inspection:

1) One Year Warranty Inspection shall be same as indicated in the following for "Comprehensive Annual Inspections."

B. Extended Warranty: A 4-year (from the expiration date of the "one year Initial Warranty") WARRANTY & SERVICE CONTRACT, with the Owner, shall be included for Packaged Air Cooled Chiller required for this Project. The warranty & service contract shall include parts, labor & refrigerant warranty plus annual inspections and three (3) quarterly inspections each year. Contract shall cover the following

minimum services and additional services if required or recommended by the chiller manufacturer:

Features

- Galvanized steel construction, 500-hr salt spray rating, 460v-3phase
- Multiple scroll type compressors on resilient rubber isolators
- Dual refrigerant circuits, factory charged with R-410a refrigerant
- Replaceable filter drier with discharge & liquid isolation valves
- Hail Guards
- Across the line start
- Victaulic evaporator connections
- MicroTech III microprocessor controls
- Controls transformer
- Totally enclosed condenser fan motors
- Single point power block - 5kAIC SCCR
- 115V, GFI, convenience outlet, Unit Powered
- Closed cell insulation on evaporator & suction piping
- Aluminum alloy microchannel condenser coils
- Head pressure control for operation down to 32F ambient
- Electronic expansion valves
- Thermal dispersion type flow switch, factory mounted & wired
- Evaporator inlet Wye strainer - Field Installed
- MSTP BACnet Building Automation System Interface - Field Installed
- Rubber-In-Shear vibration isolation - Field Installed
- Factory authorized start-up

- Five year complete unit parts/labor/refrigerant warranty

****Temporary install will be billed on a time and material basis.

Buyboard 720-23

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Equipment Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$153,811.53 (One Hundred Fifty Three Thousand, Eight Hundred Eleven dollars and Fifty Three cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Henry Acosta
SAN ANTONIO ISD
141 LAVACA STREET
SAN ANTONIO, Texas 78210

Site Address:
SAISD ESTHER PEREZ CARVAJAL
ELEMENTARY SCHOOL
225 ARIZONA AVENUE
SAN ANTONIO, TX 78207

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.

DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

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6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

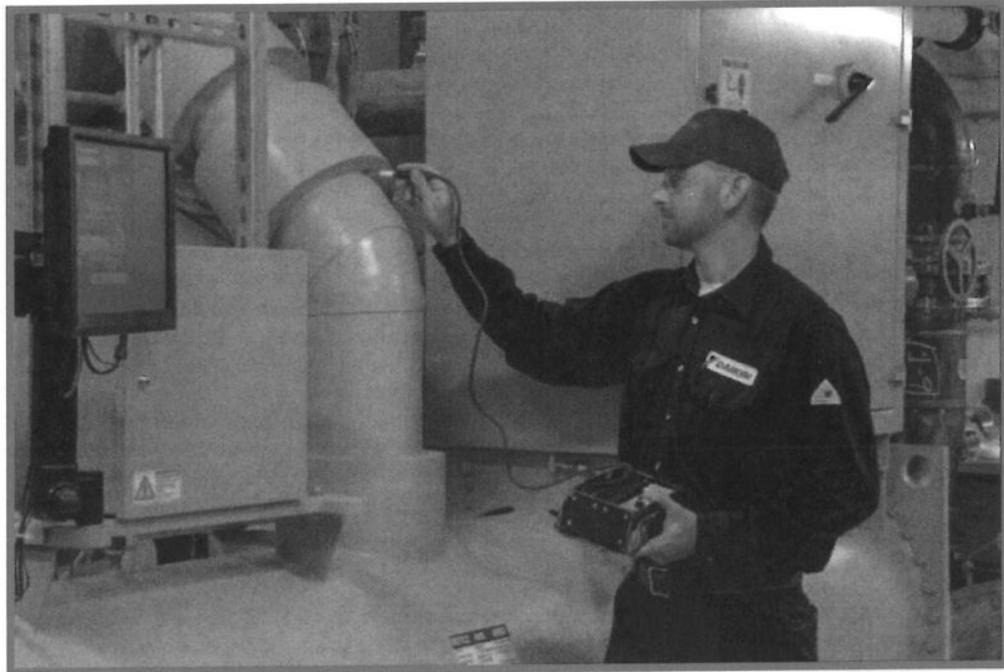
18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

MAINTENANCE AGREEMENT QUOTE



SAISD-CARVAJAL | 5 YEAR PM CONTRACT | MA

SAISD ESTHER PEREZ CARVAJAL ELEMENTARY SCHOOL
225 ARIZONA AVENUE
SAN ANTONIO, TX 78207

Quote #: Q-56289

Prepared for:

Henry Acosta
San Antonio ISD
SAN ANTONIO ISD
Quote Document Date: 09/03/24

Prepared by:

Tex Kuldias
Account Manager
Phone: 210-760-1541 Mobile: 210-760-1541
E-mail: Tex.kuldias@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas Inc. is pleased to offer the following Maintenance Agreement Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will perform one annual inspection and three operational inspections on two AGZ051 chillers, along with one annual coil cleaning and quarterly filter replacements.

5 Year Preventative Maintenance Contract

Comprehensive Annual Inspections.

- a. Record and report abnormal conditions, measurements taken, etc...
 - b. Review customer logs with the customer for operational problems and trends.
 - 1) General Assembly
 - a) Check and record refrigerant level.
 - b) Inspect for leaks and report leak results.
 - c) Calculate the refrigerant loss rate and report to customer.
 - d) Repair minor leaks as required (e.g., valve packing, flare nuts, etc.).
 - 2) Controls and Safeties.
 - a) Inspect control panel for cleanliness.
 - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
 - c) Check load limit relay for load-unload operation.
 - d) Verify the working condition of all indicator/alarm lights.
 - e) Test the high condenser pressure safety devices. Calibrate and record setting.
 - f) Verify operation and physical condition of all condenser fans.
 - g) Check the oil pressure safety devices. Calibrate and record setting.
 - h) Test the high motor temperature safety devices. Calibrate and record setting.
 - i) Test the operation of the chilled water pump starter interlocks.
 - j) Check the operation of the chilled water flow switches.
 - k) Verify the operation of all timing devices.
 - 3) Lubrication Systems
 - a) Verify the operation of the oil heaters. Measure amps and compare reading with watt rating of the heaters.
 - b) Change the oil filters.
 - c) Verify oil levels.
 - 4) Motors and Starters
 - a) Clean starter contacts and enclosures.
 - b) Inspect wiring and connections for tightness and signs of overheating and discolorization.
 - c) Verify operation. Calibrate and record settings.
 - d) Check condition of the contacts for wear and pitting.
 - e) Check contactors for free and smooth operation.
 - f) Check linkages for wear, security and clearances.
 - g) Check tightness of motor terminal connections.
 - h) Meg motors and record readings.
 - i) Verify the operation of the electrical interlocks.
2. Quarterly Inspections:

- a. Check the general operation of the unit.
- b. Check all operating and safety controls. Recalibrate or replace as required for proper operation.
- c. Check the operation of lubrication systems.
- d. Check the operation of the motors and starters.
- e. Verify operation and physical condition of all condenser fans.
- f. Leak check, repair all leaks and bring refrigerant charges to full operating level.
- g. Physically inspect chiller and lubricate, repair, and adjust to factory tolerances. Replace components which show wear beyond original manufacturing tolerances.
- h. Log the operating temperature, pressures, voltages and amperages.
- i. Analyze the recorded data. Compare the data to the original design conditions.
- j. Review operating procedures with operating personnel.
- k. Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

**** Additional Scope of work for inspections included below

Buyboard 720-23

Program Overview

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

Duration:

This agreement shall remain in effect for an initial term of 5 year(s) beginning on December 01, 2024 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions, unless the parties have in place a current, fully executed Master Agreement, in which case this Agreement is subject to the provisions of such Master Agreement.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

Equipment Schedule

| Program | Manufacturer/Model/Serial | Site | Annual | Operational | Coil Cleaning | Filter Changes |
|------------|---------------------------|-------------|--------|-------------|---------------|----------------|
| Inspection | AGZ051 /TBD | CARVAJAL ES | 1 | 3 | 1 | 4 |
| Inspection | AGZ051 /TBD | CARVAJAL ES | 1 | 3 | 1 | 4 |

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$27,766.00 (Twenty Seven Thousand, Seven Hundred and Sixty Six Dollars and Zero cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*:

*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Henry Acosta
SAN ANTONIO ISD
141 LAVACA STREET
SAN ANTONIO, Texas 78210

Site Address:
SAISD ESTHER PEREZ CARVAJAL
ELEMENTARY SCHOOL
225 ARIZONA AVENUE
SAN ANTONIO, TX 78207

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.



Inspection Program Responsibilities

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

| Model/Manufacturing/S erial Numbers | Equipment Type | Service Task |
|--|---|--|
| | Reciprocating / Scroll Chillers - Air and Water Cooled | <p>The Annual Inspection</p> <ul style="list-style-type: none"> • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Tighten all starter, motor, and control connections. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Meg compressor motor and record readings. • Check operation of crankcase heater. * • Check evaporator shell heaters and controls for freeze protection. * • Check condition, operation, and proper liquid/air levels in expansion tank. * • Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow) • Check and Lubricate motor and fan bearings, screws, and motor mounts. • Visually inspect coils for damage, obstructions, and cleanliness. • Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. • Check relief valve(s) for leakage. • Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. * • Test differential oil pressure switch for proper setting. * • Check operation of compressor(s). • Inspect water piping and valves for leakage; check condition of unit and pipe insulation. • Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage. • Check operating and safety controls. • Review all microprocessor, thermostats, and/or diagnostic control codes. * • Check flow switch devices and external pump interlocks for proper operation. • Check condition of thermometers, and gauges. Compare with operating controls. • Check sight glass(es) for flashing / moisture and/or oil presence. * • Check evaporator and condenser flow rates, temperatures, interlocks, and safeties. * • Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * • Review services performed and report any uncorrected deficiencies to facility maintenance manager. |
| | Reciprocating / Scroll Chillers - Air and Water Cooled | <p>The Operational Inspection</p> <ul style="list-style-type: none"> • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow) • Check operation of lubrication system and crankcase heater. |

| | | |
|--|---|--|
| | | <ul style="list-style-type: none"> ● Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. ● Visually inspect coils for damage, obstructions, and cleanliness. ● Check evaporator and condenser flow rates. * ● Check operating and safety controls. ● Review all microprocessor diagnostic codes. * ● Check condition of thermometers, and gauges. Compare with operating controls. ● Check sight glass(es) for flashing / moisture and/or oil presence. * ● Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * <p>* If Applicable!</p> <ul style="list-style-type: none"> ● NOTE #1: Adequate water treatment by a qualified water treatment firm should be furnished for the equipment covered under this agreement. ● NOTE #2: Owner is responsible for checking and maintaining the self-contained breathing apparatus per the manufacturer's recommendations. <p>Predictive Maintenance</p> <ul style="list-style-type: none"> ● Vibration analysis for rotational imbalance, record readings and compare against manufactures recommendations. ● Thermo graphic infrared testing of electrical components. <p>Preventative Maintenance</p> <ul style="list-style-type: none"> ● Perform Seasonal Start-up. ● Perform Seasonal Shut-down. ● Calibrate the refrigerant monitor. ● Refrigerant analysis to be taken for oil, acid, and moisture content. ● Perform Glycol concentration test and record freeze protection level. (Adjustment of glycol concentration not included.) ● Spectrographic oil analyses for the indication of wear metals, acid content, and moisture. Sample(s) to be taken for each refrigeration circuit. ● Daikin Applied to provide lift for access to unit(s). ● Owner to provide lift for access to unit(s). |
| | <p>Reciprocating / Scroll Chillers - Air and Water Cooled</p> | <p>Coils Services</p> <ul style="list-style-type: none"> ● Refrigerant moisture and acid test on each refrigerant circuit. ● Clean coils. ● Chemical cleaning of condenser coil(s). ● Daikin Applied to provide lift for access to unit(s). ● Owner to provide lift for access to unit(s). |
| | <p>Reciprocating / Scroll Chillers - Air and Water Cooled</p> | <p>Filters and Belts</p> <ul style="list-style-type: none"> ● Replace air filter(s) and gasket(s). As required. |

DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

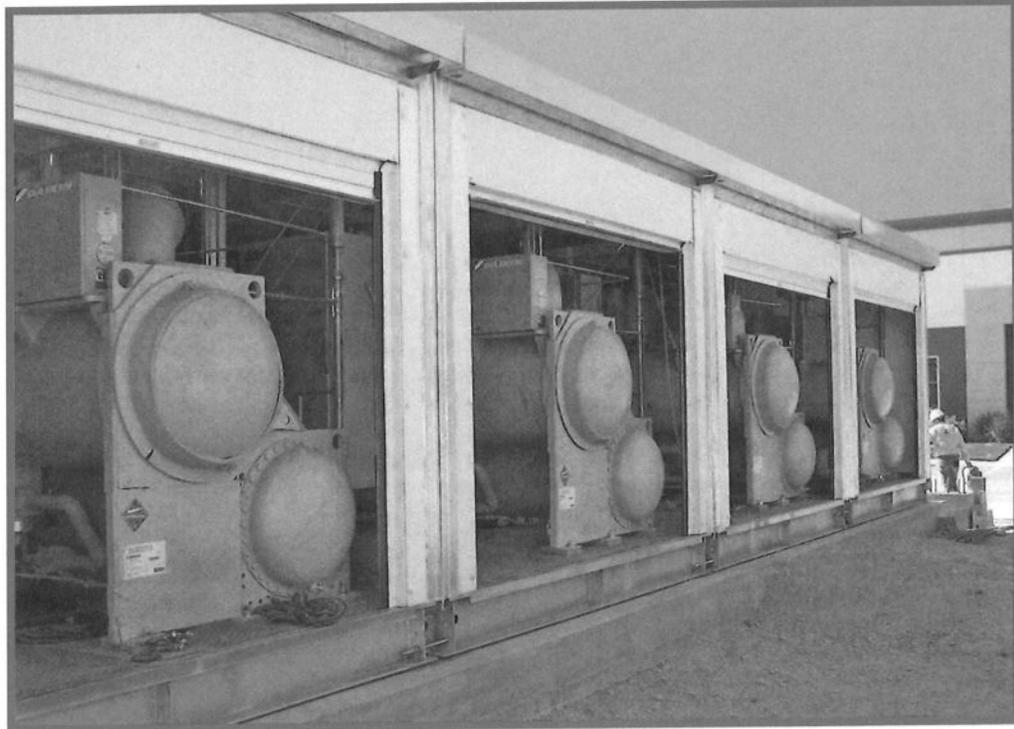
18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

EQUIPMENT QUOTE



SAN ANTONIO ISD- GATES ES | 70 TON CHILLER | EO

MARTIN LUTHER KING JR. ACADEMY FOR ARTS INTEGRATION
510 MORNINGVIEW DRIVE
SAN ANTONIO, TX 78220

Quote #: Q-55904

Prepared for:

Henry Acosta
San Antonio ISD
SAN ANTONIO ISD
Quote Document Date: 09/03/24

Prepared by:

Tex Kaldas
Account Manager
Phone: 210-760-1541 Mobile: 210-760-1541
E-mail: Tex.kaldas@daikinapplied.com
Daikin Applied Americas, Inc.

Proposal Details

Daikin Applied Americas Inc. is pleased to offer the following Equipment Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will provide

- (1) AGZ071 70-ton chiller, 277/480V

5 year warranty

1) Year plus (4) Years of Extended Warranty

A. Initial Warranty:

1. Chiller manufacturer shall include in his proposal, for each chiller, the cost to provide a complete one-year from date of "warranty commencement".

2. The WARRANTY shall include parts, labor, refrigerant, the labor of a factory-trained service engineer plus necessary material to perform start-up services, quarterly service inspections and one year warranty inspection.

a. Quarterly Inspections:

1) Quarterly inspections shall be same as indicated in the following for "Quarterly Inspections."

b. One Year Warranty Inspection:

1) One Year Warranty Inspection shall be same as indicated in the following for "Comprehensive Annual Inspections."

B. Extended Warranty: A 4-year (from the expiration date of the "one year Initial Warranty")

WARRANTY & SERVICE CONTRACT, with the Owner, shall be included for Packaged Air Cooled Chiller required for this Project. The warranty & service contract shall include parts, labor & refrigerant warranty plus annual inspections and three (3) quarterly inspections each year. Contract shall cover the following

minimum services and additional services if required or recommended by the chiller manufacturer:

Features

- Galvanized steel construction, 500-hr salt spray rating, 460v-3phase
- Multiple scroll type compressors on resilient rubber isolators
- Dual refrigerant circuits, factory charged with R-410a refrigerant
- Replaceable filter drier with discharge & liquid isolation valves
- Across the line start
- Victaulic evaporator connections
- MicroTech III microprocessor controls
- Controls transformer
- Totally enclosed condenser fan motors
- Single point power block - 5kAIC SCCR
- 115V, GFI, convenience outlet, Unit Powered
- Closed cell insulation on evaporator & suction piping
- Aluminum alloy microchannel condenser coils
- Head pressure control for operation down to 32F ambient
- Hail guards
- Electronic expansion valves
- Thermal dispersion type flow switch, factory mounted & wired
- Evaporator inlet Wye strainer - Field Installed

- MSTP BACnet Building Automation System Interface - Field Installed
- Rubber-In-Shear vibration isolation - Field Installed
- Factory authorized start-up
- Five year complete unit parts/labor/refrigerant warranty

- Five year complete unit parts/labor/refrigerant warranty

****Temporary install will be billed on a time and material basis.

Buyboard 720-23

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Equipment Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$92,165.00 (Ninety Two Thousand, One Hundred Sixty Five dollars and Zero cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Henry Acosta
SAN ANTONIO ISD
141 LAVACA STREET
SAN ANTONIO, Texas 78210

Site Address:
MARTIN LUTHER KING JR. ACADEMY FOR
ARTS INTEGRATION
510 MORNINGVIEW DRIVE
SAN ANTONIO, TX 78220

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.



DAIKIN APPLIED AMERICAS INC.

TERMS & CONDITIONS OF SALE (US & CANADA)

- 1. Agreement of Sale:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.
- 2. Prices:** For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.
- 3. Payment:** Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.
- 4. Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.
- 5. Cancellations:** Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.
- 6. Shipments and Shipping:**
- 6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.
- 6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.
- 7. Acceptance:** Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.
- 8. Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.
16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.
17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.
17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.
17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.
17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.
18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

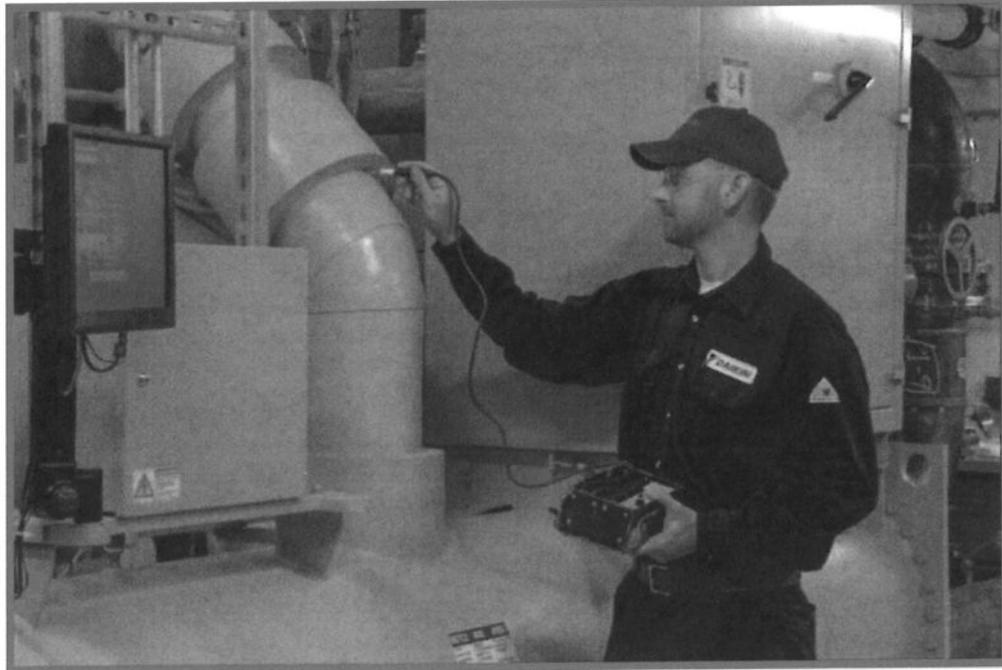
18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

MAINTENANCE AGREEMENT QUOTE



SAISD-GATES ES | 5 YEAR PM CONTRACT | MA

MARTIN LUTHER KING JR. ACADEMY FOR ARTS INTEGRATION
510 MORNINGVIEW DRIVE
SAN ANTONIO, TX 78220

Quote #: Q-56302

Prepared for:

Henry Acosta
San Antonio ISD
SAN ANTONIO ISD
Quote Document Date: 09/03/24

Prepared by:

Tex Kuldas
Account Manager
Phone: 210-760-1541 Mobile: 210-760-1541
E-mail: tex.kuldas@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas Inc. is pleased to offer the following Maintenance Agreement Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will perform one annual inspection and three operational inspections on One AGZ071 chillers, along with one annual coil cleaning and quarterly filter replacements.

5 Year Preventative Maintenance Contract

Comprehensive Annual Inspections.

- a. Record and report abnormal conditions, measurements taken, etc...
 - b. Review customer logs with the customer for operational problems and trends.
 - 1) General Assembly
 - a) Check and record refrigerant level.
 - b) Inspect for leaks and report leak results.
 - c) Calculate the refrigerant loss rate and report to customer.
 - d) Repair minor leaks as required (e.g., valve packing, flare nuts, etc.).
 - 2) Controls and Safeties.
 - a) Inspect control panel for cleanliness.
 - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
 - c) Check load limit relay for load-unload operation.
 - d) Verify the working condition of all indicator/alarm lights.
 - e) Test the high condenser pressure safety devices. Calibrate and record setting.
 - f) Verify operation and physical condition of all condenser fans.
 - g) Check the oil pressure safety devices. Calibrate and record setting.
 - h) Test the high motor temperature safety devices. Calibrate and record setting.
 - i) Test the operation of the chilled water pump starter interlocks.
 - j) Check the operation of the chilled water flow switches.
 - k) Verify the operation of all timing devices.
 - 3) Lubrication Systems
 - a) Verify the operation of the oil heaters. Measure amps and compare reading with watt rating of the heaters.
 - b) Change the oil filters.
 - c) Verify oil levels.
 - 4) Motors and Starters
 - a) Clean starter contacts and enclosures.
 - b) Inspect wiring and connections for tightness and signs of overheating and discolorization.
 - c) Verify operation. Calibrate and record settings.
 - d) Check condition of the contacts for wear and pitting.
 - e) Check contactors for free and smooth operation.
 - f) Check linkages for wear, security and clearances.
 - g) Check tightness of motor terminal connections.
 - h) Meg motors and record readings.
 - i) Verify the operation of the electrical interlocks.
2. Quarterly Inspections:

- a. Check the general operation of the unit.
- b. Check all operating and safety controls. Recalibrate or replace as required for proper operation.
- c. Check the operation of lubrication systems.
- d. Check the operation of the motors and starters.
- e. Verify operation and physical condition of all condenser fans.
- f. Leak check, repair all leaks and bring refrigerant charges to full operating level.
- g. Physically inspect chiller and lubricate, repair, and adjust to factory tolerances. Replace components which show wear beyond original manufacturing tolerances.
- h. Log the operating temperature, pressures, voltages and amperages.
- i. Analyze the recorded data. Compare the data to the original design conditions.
- j. Review operating procedures with operating personnel.
- k. Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

**** Additional Scope of work for inspections included below

Buyboard 720-23

Program Overview

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

Duration:

This agreement shall remain in effect for an initial term of 5 year(s) beginning on December 01, 2024 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on December 01, 2024 (the Effective Date) of this agreement,.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions, unless the parties have in place a current, fully executed Master Agreement, in which case this Agreement is subject to the provisions of such Master Agreement.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

Equipment Schedule

| Program | Manufacturer/Model/Serial | Site | Annual | Operational | Coil Cleaning | Filter Changes |
|------------|---------------------------|----------|--------|-------------|---------------|----------------|
| Inspection | AGZ071/TBD | GATES ES | 1 | 3 | 1 | 4 |

| | |
|--------|-------------|
| YEAR 1 | \$ 2,710.00 |
| YEAR 2 | \$ 2,840.00 |
| YEAR 3 | \$ 2,942.00 |
| YEAR 4 | \$ 3,050.00 |
| YEAR 5 | \$ 3,161.00 |

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$14,703.00 (Fourteen Thousand, Seven Hundred Three dollars and Zero cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*:

*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Henry Acosta
SAN ANTONIO ISD
141 LAVACA STREET
SAN ANTONIO, Texas 78210

Site Address:
MARTIN LUTHER KING JR. ACADEMY FOR
ARTS INTEGRATION
510 MORNINGVIEW DRIVE
SAN ANTONIO, TX 78220

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.



Inspection Program Responsibilities

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

| Model/Manufacturing/Serial Numbers | Equipment Type | Service Task |
|------------------------------------|--|--|
| | Reciprocating / Scroll Chillers - Air and Water Cooled | <p>The Annual Inspection</p> <ul style="list-style-type: none"> ● Check in with facility maintenance manager to discuss any operating issues or deficiencies. ● Check unit for proper operation, interlocks, controls, and excessive noise or vibration. ● Tighten all starter, motor, and control connections. ● Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. ● Meg compressor motor and record readings. ● Check operation of crankcase heater. * ● Check evaporator shell heaters and controls for freeze protection. * ● Check condition, operation, and proper liquid/air levels in expansion tank. * ● Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow) ● Check and Lubricate motor and fan bearings, screws, and motor mounts. ● Visually inspect coils for damage, obstructions, and cleanliness. ● Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. ● Check relief valve(s) for leakage. ● Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. * ● Test differential oil pressure switch for proper setting. * ● Check operation of compressor(s). ● Inspect water piping and valves for leakage; check condition of unit and pipe insulation. ● Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage. ● Check operating and safety controls. ● Review all microprocessor, thermostats, and/or diagnostic control codes. * ● Check flow switch devices and external pump interlocks for proper operation. ● Check condition of thermometers, and gauges. Compare with operating controls. ● Check sight glass(es) for flashing / moisture and/or oil presence. * ● Check evaporator and condenser flow rates, temperatures, interlocks, and safeties. * ● Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * ● Review services performed and report any uncorrected deficiencies to facility maintenance manager. |
| | Reciprocating / Scroll Chillers - Air and Water Cooled | <p>The Operational Inspection</p> <ul style="list-style-type: none"> ● Check in with facility maintenance manager to discuss any operating issues or deficiencies. ● Check unit for proper operation, interlocks, controls, and excessive noise or vibration. ● Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. ● Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow) ● Check operation of lubrication system and crankcase heater. |

| | | |
|--|---|--|
| | | <ul style="list-style-type: none"> ● Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. ● Visually inspect coils for damage, obstructions, and cleanliness. ● Check evaporator and condenser flow rates. * ● Check operating and safety controls. ● Review all microprocessor diagnostic codes. * ● Check condition of thermometers, and gauges. Compare with operating controls. ● Check sight glass(es) for flashing / moisture and/or oil presence. * ● Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * <p>* If Applicable!</p> <ul style="list-style-type: none"> ● NOTE #1: Adequate water treatment by a qualified water treatment firm should be furnished for the equipment covered under this agreement. ● NOTE #2: Owner is responsible for checking and maintaining the self-contained breathing apparatus per the manufacturer's recommendations. <p>Predictive Maintenance</p> <ul style="list-style-type: none"> ● Vibration analysis for rotational imbalance, record readings and compare against manufactures recommendations. ● Thermo graphic infrared testing of electrical components. <p>Preventative Maintenance</p> <ul style="list-style-type: none"> ● Perform Seasonal Start-up. ● Perform Seasonal Shut-down. ● Calibrate the refrigerant monitor. ● Refrigerant analysis to be taken for oil, acid, and moisture content. ● Perform Glycol concentration test and record freeze protection level. (Adjustment of glycol concentration not included.) ● Spectrographic oil analyses for the indication of wear metals, acid content, and moisture. Sample(s) to be taken for each refrigeration circuit. ● Daikin Applied to provide lift for access to unit(s). ● Owner to provide lift for access to unit(s). |
| | <p>Reciprocating / Scroll Chillers - Air and Water Cooled</p> | <p>Coils Services</p> <ul style="list-style-type: none"> ● Refrigerant moisture and acid test on each refrigerant circuit. ● Clean coils. ● Chemical cleaning of condenser coil(s). ● Daikin Applied to provide lift for access to unit(s). ● Owner to provide lift for access to unit(s). |
| | <p>Reciprocating / Scroll Chillers - Air and Water Cooled</p> | <p>Filters and Belts</p> <ul style="list-style-type: none"> ● Replace air filter(s) and gasket(s). As required. |

DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS OF SALE (US & CANADA)

- 1. Agreement of Sale:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.
- 2. Prices:** For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.
- 3. Payment:** Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.
- 4. Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.
- 5. Cancellations:** Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.
- 6. Shipments and Shipping:**
- 6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.
- 6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.
- 7. Acceptance:** Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.
- 8. Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however,* that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

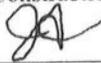
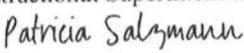
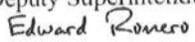
18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

12. Additional Impact:

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

1) Vehicle Insurance (*Director, Employee Benefits signs below*) \$ 0

| | | |
|--|-------------------|------------|
|  | Yvonne Little | 10/16/2024 |
| Requestor Signature | Type Name | Date |
| Sr. Executive Director / Executive Director / Director Signature | Type Name | Date |
| | Yvonne Little | |
| Construction & Development Services Signature | Type Name | Date |
|  | Jenny Arredondo | 10/16/2024 |
| Interim Chief Operations Officer Signature | Type Name | Date |
| | Eva Mendoza | |
| Chief Information Technology Officer Signature | Type Name | Date |
| Instructional Superintendent / Assistant Superintendent Signature | Type Name | Date |
|  | Patricia Salzmann | 10/16/2024 |
| Deputy Superintendent Signature | Type Name | Date |
|  | Eddie Romero | 10/17/2024 |
| Executive Director, Operations & Business Services Signature | Type Name | Date |
|  | Dottie Carreon | 11/8/2024 |
| Chief Financial Officer, Financial Services & Business Operations Signature | Type Name | Date |
| Chief Signatures for: (Communications / Data Operations / Human Capital / Police / Staff) | Type Name | Date |

Revised: July, 2024

Reviewed By: RC

C13-C, QUOTE COMPARISON - GOODS AND/OR SERVICES

Requestor Name: Ryan Moos
 Submission Date: 11/7/2024
 Department Name: Capital Development and Construction Services
 Description of Good/Service: FFE

| | | Company | | Company | | Company | |
|--|-----|-----------------------------------|--------------|---------------------------------|------------|---------------------------------|-------|
| Provider Name: | | Alamo Classroom Solutions | | Indeco Sales | | Meteor Education | |
| Sales Representative/Contact: | | Miriam Guzman (210) 473 - 1585 | | Natalie Widen (319) 504-0100 | | Jennifer Lewis (210)382-5659 | |
| Quote Date: | | 11/5/2024 | | 11/5/2024 | | | |
| Other Information: (Bid, Contract, Cooperative) | | RFP #23-036LC | | RFP #23-036LC | | Did not submit proposal | |
| Description | Qty | Unit Measure | Unit Price | Total | Unit Price | Total | Total |
| School Furniture | 1 | | \$265,041.99 | \$265,041.99 | \$311,474 | \$311,474 | \$0 |
| | | | | \$0 | | \$0 | \$0 |
| | | | | \$0 | | \$0 | \$0 |
| | | | | \$0 | | \$0 | \$0 |
| Total: | | | \$265,041.99 | \$265,041.99 | \$311,474 | \$311,474 | \$0 |

Recommended Provider (✓):

*Additional information for pricing may be attached to this form.

Basis of Award (Check One):

- Lowest Price Proposal
- Best Value (Please provide Vendor selection justification below i.e. additional services, free delivery, etc.)

Alamo classroom solutions was chosen as they were the lowest price.

Department Head/Principal Signature:  _____ 11/07/24
 Signature Date

Authorized Purchasing Agent Signature: _____
 Signature Date

NOTE: This form is required to compare pricing for purchases valued under \$10,000 from a minimum of one (1) "Bid Vendors", if available, and two (2) "Bid Vendors" for purchases between \$10,000-\$49,999 or three (3) bids from "Non-Bid Vendors" if no contract is available. For a list of Board Approved contracts, click here <https://livesaisd.sharepoint.com/sites/purchasing/>

Awarded%20Memos.
 Please attach Company quotes on current letterhead with this form. Ref. SAISD Admin Procedure C-13.



Procurement Services
Business Operations Services
| San Antonio ISD
1270 W. Summit Ave., Suite
#1004 | San Antonio, Tx 78201
210.354.9060 | eFax
210.228.3174

PROJECT TITLE:

CAST MED HS Furniture

CAMPUS NAME:

CAST MED High School

Company Name:

ALAMO CLASSROOM

Point of Contact Name:

MIRIAM GUZMAN

Cell#

(210) 473-1585

Quote Number:

4289

Quote Date:

11/5/2025

District Bid / Contract No:

SAISD 02938 RFP #23-036LC

Expiration Date:

Dec 20, 204

213

The San Antonio Independent School District is requesting proposals for Furniture for CAST MED High School. San Antonio Independent School District reserves the right to award to multiple vendors as primary and secondary, or on an all or none basis. Be advised that basis of award may be either Low Bid or Determined Best Value to the District (as determined by SAISD selection).

- All Proposals are to be emailed to Rosalie Cavazos, rcavazos@saisd.net on or before 11:00 am, Tuesday, November 5, 2024.

YOU MUST SUBMIT THIS FORM WITH YOUR PROPOSAL OR RISK DISQUALIFICATION.

two hundred & sixty-five thousand and forty one dollars and 99 cents
(Amount in Words)

\$265,041.99
(Amount in Figures)

| Type Mark | Description | Manufacturer Preferred or Equal | Model Preferred or Equal | Quantity | Unit Cost | Total Cost |
|-----------|---|---------------------------------|--------------------------|----------|-----------|-------------|
| CH1 | Teacher Task Chair | Office To Go | OTG10704B | 13 | \$258.96 | \$3,366.48 |
| CH2 | Classroom Task Chair | Mooreco | 53318 | 184 | \$79.98 | \$14,716.32 |
| CH3 | Guest Chair | Global Furniture | 6508 | 66 | \$162 | \$10,692 |
| CH4 | Lounge Chair | Global Furniture | 8029 | 10 | \$1,759 | \$17,590 |
| CH5 | Wide Lounge Chair | Mooreco | 2500C | 6 | \$2,196 | \$13,176 |
| CH6 | Office Task Chair | Office To Go | OTG11922B | 5 | \$178.89 | \$894.45 |
| CH7 | Office Guest Chair | Office To Go | OTG13050B | 4 | \$186 | \$744 |
| DSK1 | Classroom Desk | Mooreco | # 10432 | 165 | \$139.98 | \$23,096.70 |
| DSK2 | Teacher Desk | Teacher's Desk | 91786 | 8 | \$776.38 | \$6,211.04 |
| DSK3 | Office Desk (6x6) | Global Furniture | ADP504R | 2 | \$1,496 | \$2,992 |
| DSK7 | Office Desk (7x7) | Global Furniture | A3072SPR | 2 | \$1,498 | \$2,996 |
| DSK8 | Small Office Desk | Global Furniture | A3048S4R | 1 | \$726 | \$726 |
| DSK9 | Drawing Desks | National Public Seating | HDT7-3060 HBK | 27 | \$349 | \$9,423 |
| SF1 | Modular Sofa Piece - END | Mooreco Soft Seating | 3000 Wedge Bench | 6 | \$859 | 5154 |
| SF2 | Modular Sofa Piece - CENTER | Mooreco Soft Seating | 3000CIB Bench with back | 4 | 1149 | 4596 |
| SF3 | Modular Sofa Piece - ARMLESS | Mooreco Soft Seating | 3000CIB Bench with back | 7 | 1149 | \$8,043 |
| SF4 | Artiko seating system - composition element (Seat Unit) | Mooreco Soft Seating | 1000CRL | 6 | 1366 | 8196 |
| SF5 | Modular Sofa Piece - END | Mooreco Soft Seating | 3000 Wedge Bench | 10 | 859 | 8590 |
| SF6 | Modular Sofa Piece - CENTER | Mooreco Soft Seating | 3000CIB Bench with back | 7 | 1149 | 8043 |
| ST1 | Lab Stool 18"H | USA Capitol | 3118A | 107 | \$129.00 | \$13,803 |

| | | | | | | |
|-----|--|--|--|----|-------|----------|
| TB1 | Lab Tables 30 x 60 | National Public Seating | SLT1-3060H | 40 | \$424 | \$16,960 |
| TB2 | Classroom Tables 30 x 60 | Mooreco | INT11F0ADJ | 85 | \$580 | \$49,300 |
| TB3 | Common Space Tables 28"D | Mooreco | 91189-R- | 16 | \$664 | \$10,624 |
| TB4 | Rectangle Coffee Table | Global Furniture | | 5 | \$619 | \$3,095 |
| TB5 | Round Coffee Table Swap™ Tables Coffee Height Table (16" High) | Global Furniture Coffee tables 16"H | | 9 | \$589 | \$5,301 |
| TB6 | Medium Side Table | Global Furniture | Swap™ Tables End Height Table (22" High) | 7 | \$619 | \$4,333 |
| TB7 | Small Side Table | Global Furniture | Swap™ Tables End Height Table (22" High) | 20 | \$619 | \$12,380 |

\$ 265,041.99

Name of Company or Institution (Offeror):

Alamo Classroom Solutions

Printed Name:

Miriam Guzman

Signature :

Miriam Guzman

Title :

Owner

Date :

11/5/2024

Address :

8940 Fourwinds Dr. Ste 146
(Street)
San Antonio
(City)
USA
(County)
Texas 78239.00
(State) (Zip Code)

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Purchase of solid waste and Recycling Removal/Disposal

2. How will goods and/or services be used? (List Campus/Grades Impacted): will impact all campuses and departments district wide.

3. Submitted by: Belinda Dovalina Facilities Services 09/26/2024
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Waste management
Address: 1777 NE Interstate 410 Loop
City/State/Zip: San Antonio, TX 78217
Phone No: 1-800-772-8653
Point of Contact: Melanie Sanders
E-mail Address: msanders@wm.com
Vendor #: 84112 (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 #: 24-024 (BS)
 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: 11/18/2026
 Other

6. Purchase valid from: 11/19/2024 through: 11/18/2026

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: 3 additional 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: \$ 445,000.00 (Approximately) per Year for 2 Years.

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

Provide Budget Codes & Descriptions: Garbage Pickup
199-51-6299-01-932-99-0-00

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



12. Additional Impact:

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

1) Vehicle Insurance (*Director, Employee Benefits signs below*) \$ ⁰ _____

| | | |
|--|----------------------|-----------|
| <i>Belinda Dovalina</i> | Belinda Dovalina | 9/26/2024 |
| Requestor Signature | Type Name | Date |
| <i>Ahmad Shareef</i> | Ahmad Shareef | 9/26/2024 |
| Sr. Executive Director / Executive Director / Director Signature | Type Name | Date |
| | <u>Yvonne Little</u> | |
| Construction & Development Services Signature | Type Name | Date |
| <i>JA</i> | Jenny Arredondo | 9/26/2024 |
| Interim Chief Operations Officer Signature | Type Name | Date |
| | <u>Eva Mendoza</u> | |
| Chief Information Technology Officer Signature | Type Name | Date |
| | | |
| Instructional Superintendent / Assistant Superintendent Signature | Type Name | Date |
| <i>Patti Salzmman</i> | Patti Salzmman | 9/29/2024 |
| Deputy Superintendent Signature | Type Name | Date |
| <i>Edward Romero</i> | Eddie Romero | 10/4/2024 |
| Executive Director, Operations & Business Services Signature | Type Name | Date |
| <i>Dorothy H. Carreon</i> | Dottie Carreon | 10/6/2024 |
| Chief Financial Officer, Financial Services & Business Operations Signature | Type Name | Date |
| | | |
| Chief Signatures for: (Communications / Data Operations / Human Capital / Police / Staff) | Type Name | Date |

Revised: July, 2024

**Minutes of Board Workshop
San Antonio Independent School District Board of Trustees
Saturday, October 5, 2024**

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 Workshop of the Board of Trustees of the San Antonio ISD was held on Saturday, October 5, 2024, beginning at 8:06 a.m., Room 1300, 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 – left at 11:47 a.m.
 - 2. Ms. Alicia Sebastian – arrived 10:09
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza – arrived at 9:03 p.m.
 - 5. Ms. Leticia Ozuna
 - 6. Mrs. Sarah Sorensen
 - 7. Mrs. Stephanie Torres – left at 9:52
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino

2. System of Ggreat Schools (SGS) Board Pathway Pilot

Dana Ray and Paul Pastorek from the Civic Solutions Group (CSG) facilitated the workshop and shared that district leaders from across the state identified the need for Board members to develop their knowledge, skills, and mindsets related to the SGS Theory of Action to better support student outcomes and sustain the vision of individual districts. This was a discussion-only item. No action was required.

3. SGS 101

The Board was provided with information on the goals of SGS, the four essential actions, and district implementation. This was a discussion-only item. No action was required.

4. Strengthening Governance (Board Self Assessment)

Motion by Ms. Sebastian; second by Ms. Ozuna with a vote of 6-0 with Mrs. Torres being absent. The Board accepted the board self-assessment.

5. District Vision and Beliefs

The Board reviewed their current vision and declaration statement for alignment with SGS. This was a discussion-only item. No action was required.

6. Adjournment

- A. Mrs. Sebastian adjourned the meeting at 1:57 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Workshop of the Board of Education of the San Antonio Independent School District held on Saturday, October 5, 2024 were duly approved at a meeting held on November 18, 2024.

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 Public Meeting
San Antonio Independent School District Board of Trustees
Monday, October 7, 2024**

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

Public Meeting of the Board of Trustees of the San Antonio ISD was held on Monday, October 7, 2024, beginning at 6:00 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 6 Absent 1
 - 1. Mrs. Christina Martinez
 - 2. Ms. Alicia Sebastian - absent
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza – virtually
 - 5. Ms. Leticia Ozuna – virtually
 - 6. Mrs. Sarah Sorensen
 - 7. Mrs. Stephanie Torres
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino

2. The Board of Trustees will hold a public discussion on a 2.3-acre tract on Camaron Street that is owned by the district. The board is actively discussing the sale of the land as part of a proposed downtown baseball stadium. The board seeks public input. No action will be taken at this meeting.

Mrs. Martinez addressed the audience and stated that the board is committed to including the community in their decision-making process regarding the sale of their land. She said that this meeting is to listen to community input, which will be considered as the trustees deliberate. She also acknowledged several local officials and representatives who were present. Mrs. Martinez said the board emphasizes treating each other with respect, actively listening, ensuring all voices are heard, and focusing on finding solutions.

Deputy Superintendent Patti Salzman facilitated the meeting and outlined the structure of the evening in three parts: 1) presenting the proposal; 2) Q&A session, and 3) provide information on where attendees can find additional details. Attendees were given two ways to ask questions - using a microphone or submitting questions online through a website or QR code. The online questions would be displayed in real-time, and we may be able to answer some of them openly.

Kamal ElHabr, Real Estate Manager for Operations Services shared a presentation on the proposal by the Mission Baseball group to purchase the Cameron St. property owned by the school district for the development of a baseball park and multipurpose stadium. Mrs. Salzman said there has been no decision made yet, as the process is still in the very early stages of consideration for the community. The first step is to reach out to the community and ask for input on what this could potentially be. She then presented Q&A during the meeting. Many residents, especially from the nearby Soap Factory Apartments, expressed concerns about displacement and loss of affordable housing. Questions were raised about the financial impact on the district, traffic/parking issues, and whether the stadium would truly benefit the local community. Supporters argued the stadium could bring economic development, jobs, and improvements to the area.

The district acknowledged the complexity of the issue and said no decision has been made yet. They are listening to the community feedback. Based on the district's financial analysis from Moak Casey, it showed minimal revenue gains for maintenance and operations, though there could be some benefit for debt service. The district said they are advocating for affordable housing protections and mitigation of tax burdens for nearby residents as part of the negotiations. Mrs. Sorensen thanked the community for their participation and reiterated that no decision has been made. They will continue to gather feedback before considering any agreement. Contact information was provided for submitting additional comments and questions after the meeting.

3. Adjournment

A. Mrs. Martinez adjourned the meeting at 9:18 p.m.

MINUTES APPROVED

The foregoing minutes of the Public Meeting of the Board of Education of the San Antonio Independent School District held on Monday, October 7, 2024 were duly approved at a meeting held on November 18, 2024.

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 Public Hearing
San Antonio Independent School District Board of Trustees
Monday, October 21, 2024**

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

Public Hearing of the Board of Trustees of the San Antonio ISD was held on Monday, October 21, 2024, beginning at 5:30 PM, 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 5:43 p.m.
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza
 - 5. Ms. Leticia Ozuna
 - 6. Mrs. Sarah Sorensen
 - 7. Mrs. Stephanie Torres
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino
- C. Pledge of Allegiance to the U. S. Flag
- D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
- E. Citizens' Presentations - 30-minute total time limit for this item
No citizens presented.

2. Public Hearing to Discuss the Results of TEA’s Financial Integrity Rating System of Texas (Schools FIRST) Report for the 2022-2023 School Year

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

3. Adjournment

- A. Ms. Martinez adjourned the meeting at 5:42 p.m.

MINUTES APPROVED

The foregoing minutes of the Public Hearing of the Board of Education of the San Antonio Independent School District held on Monday, October 21, 2024 were duly approved at a meeting held on November 18, 2024.

ATTEST:

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

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

**Minutes of Board Business Meeting
San Antonio Independent School District Board of Trustees
Monday, October 21, 2024**

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, October 21, 2024, beginning at 5:46 PM, Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

- A. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0
 - 1. Mrs. Christina Martinez
 - 2. Ms. Alicia Sebastian
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza
 - 5. Ms. Leticia Ozuna
 - 6. Mrs. Sarah Sorensen
 - 7. Mrs. Stephanie Torres
- 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. Jason Mims, Mims Institute
 - 2. Alejandra Lopez, San Antonio Alliance

Dr. Aquino asked for a point of personal privilege during the meeting. He shared that he often gets questioned on why he is so happy being a Superintendent. He responded that it is because students are his source of inspiration and keep him going. He recognized some of his students, Amalia Sifuentes, Senior at Burbank High School, and a Member of the Superintendent's Student Advisory Committee. Dr. Aquino also recognized her family and announced that she was selected as the Student Equity Ambassador by the Wallace Foundation. He shared that he was at a recent Conference where they heard Amalia's powerful message and also played it at the Board meeting. He expressed that it is truly an honor to be inspired by students, such as her. He presented her with a certificate and thanked her for her leadership. Amalia expressed how emotional this special recognition was and that she believes she is capable of more because of the District.

2. Governance

- A. Improve College Readiness for Students with Disabilities: Board Interim Goal Progress Monitoring 3.1, 3.2, & 3.3
This was a discussion-only item. No action was required.
- B. Presentation on In-District Charter School Annual Performance Review and Charter Renewal Recommendations
This was a discussion-only item. No action was required.
- C. Update on the Implementation of Rightsizing Transition Plan

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

- D. Approval of the Revisions to Board Policy AE (LOCAL) - Educational Philosophy
Motion by Ms. Sebastian to approve the revisions to policy AE (LOCAL) - Educational Philosophy.
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 (CGCS) Conference
This was a discussion-only item. No action was required.

3. Consent Agenda

Motion by Ms. Sebastian; Second by Ms. Torres; approved by a vote of 7-0 with all board members present. (This vote relates to the items listed under this section.)

- A. Approval of Monthly Budget Reports and Amendments for October 2024
- B. Approval to Purchase Incident IQ Ticketing Services System
- C. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
- D. Approval of Minutes for the following meetings:
 - 1. September 9, 2024 Board Business Meeting A
 - 2. September 16, 2024 Board Business Meeting B
 - 3. September 30, 2024 Board Workshop

4. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 7:43 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)
- B. Mrs. Martinez reconvened the Board in Open Session at 11:57 p.m. and took appropriate action on items discussed in Closed Session. The items are listed below.
 - 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. Consult with legal counsel and deliberate on the valuation and potential sale/exchange of unimproved property on Camaron St. for a proposed baseball stadium (TGC 551.071 and TGC 551.072)
No action taken.
 - 3. Consultation with legal counsel on legal issues related to the audit plan, audit charters and related audit matters.
No action taken.
 - 4. 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.
 - 5. Consultation with Superintendent and discussion regarding the reassignment of the candidate to the position of Executive Director, Policies, Procedures & Public Information Requests, subject to the Superintendent's authority to reassign. (TGC 551.074)
Motion by Mr. Valdez to approve the reassignment of Julissa Herrera to the position of Executive Director, Policies, Procedures & Public Information Requests, subject to the Superintendent's authority to reassign. Second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.
 - 6. Proposal to terminate probationary contract employee(s) for good cause pursuant to TEC Section 21.104 (TGC 551.071 and TGC 551.074)
Motion by Mr. Valdez to propose the termination of the probationary contract of Christopher James Craig for good cause and direct the Superintendent to provide the employee with notice of same. Second by Mrs. Torres; approved by a vote of 7-0 with all Board members present.

7. Consultation with legal counsel regarding legal issues related to the Board Operating Procedures and related matters. (TGC 551.071)
No action taken.
8. Consultation with legal counsel and discuss and consider Superintendent's evaluation and employment contract (TGC 551.071 and TGC 551.074)
Motion by Mr. Valdez to amend the Superintendent's employment contract as discussed in closed session. Second by Ms. Ozuna; approved by a vote of 7-0 with all Board members present.
9. Consultation with legal counsel regarding 1882 Partner Contract and related issues. (TGC 551.071)
No action taken.
10. Consultation with legal counsel and discussion regarding potential student safety issues and also regarding Intruder Detection Audits that are confidential pursuant to Texas Education Code Section 37.1084(d) and Texas Government Code Sections 552.101 and 552.116. (TGC 551.071 and TGC 551.076)
No action taken.
11. Consultation with legal counsel regarding physical plant and related issues. (TGC 551.071)
No action taken.

5. Adjournment

- A. Mrs. Martinez adjourned the meeting at 11:59 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Business Meeting of the Board of Education of the San Antonio Independent School District held on Monday, October 21, 2024 were duly approved at a meeting held on November 18, 2024.

ATTEST:

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

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