



BOARD BUSINESS MEETING A&B COMBINED

Monday, April 6, 2026
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. Ms. Alicia Sebastian

2. Mrs. Christina Martinez

3. Mr. Jacob Ramos

4. Mr. Ed Garza

5. Mrs. Stephanie Torres

6. Mr. Arthur Valdez

7. Dr. Mike Villarreal

B. Recording of Superintendent Present

1. Dr. Jaime Aquino

C. Pledge of Allegiance to the U. S. Flag

D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

E. Citizens' Presentations - 60-minute total time limit for this item

2. Governance

A. Update on SAISD Priority Schools 4

B. Trustee Report on ESC-20 School Board Summit 2026 6

C. Board Quarterly Self-Assessment 8

D. Consideration and Adoption of Resolution Approving Contingent Fee Legal Services Contract, including Findings Needed for Submission of Contingent Fee Legal Services Agreement and Request for Expedited Review by the Texas Attorney General 10

BOARD OF TRUSTEES

Alicia Sebastian | PRESIDENT

Jacob Ramos | SECRETARY

Stephanie Torres | TRUSTEE

Mike Villarreal, Ph.D. | TRUSTEE

Christina Martinez | VICE PRESIDENT

Ed Garza | TRUSTEE

Arthur V. Valdez | TRUSTEE

Jaime R. Aquino, Ph.D. | SUPERINTENDENT



- E. Consideration and Adoption of Contingent Fee Legal Services Agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC and O’Hanlon, Demerath & Castillo, PC 15

3. Consent Agenda

- A. Discussion and Action to Approve Revisions to Local Board Policies 35
- B. Approval of First Amendment to Commercial Lease – Change of Landlord Name (102 Jon Ann, Suite 108, San Antonio, TX) 54
- C. Approval of Interlocal Cooperation Contract Between SAISD and The University of Texas at San Antonio (UTSA) for Transportation Services to the Summer Transportation Camp (STC) 85
- D. Approval of the Annual Certification of Instructional Materials 2026-2027 93
- E. Approval of Resolution to Designate Investment Officers for the San Antonio Independent School District and Update of Certification of Authorized Representatives for Investment Accounts 128
- F. Approval of Monthly Budget Reports and Amendments for April 2026 136
- G. Approval of Procurement Services’ Recommendations for Bids, Proposals, and Awards 147
- H. Approval of Minutes for the following meetings
 - 1. March 2, 2026 Special Board Meeting 152
 - 2. March 16, 2026 Special Board Meeting 153
 - 3. March 23, 2026 Board Business Meeting A&B

4. Closed Session

- A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076)
 - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
 - 2. Deliberation regarding personnel matters, including but not limited to appointment, employment, evaluation, duties, discipline, reassignment, resignation, retirement, reclassification, report, and dismissal of a public officer or an employee; or to hear a complaint or charge against an officer or employee. This provision does not apply to a closed session discussion if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. (TGC 551.074)
 - 3. 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)
 - 4. Consultation with legal counsel on matters related to campus staff and student security and safety. (551.071(2))

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- 5. 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)
- 6. Discuss participation in multi-district litigation involving youth social media usage and related litigation and entering into a contingency fee contract with Thompson & Horton, LLP, Eiland & Bonnin, PC and O’Hanlon, Demerath & Castillo, PC to represent the District (Texas Government Code §551.071)
- 7. Consultation with legal counsel on the status of San Antonio Independent School District v. Lexington Ins. Co., McLarens, Inc., William J. Adams and Frost Ins. Agency Inc. in the 150th Judicial District in Bexar County, San Antonio, Texas. (TGC 551.071)

B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.

5. Adjournment

A. Adjournment

NOTICE:

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

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

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Update on SAISD Priority Campuses

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Dr. Shawn Bird, Deputy Superintendent

MEETING DATE: April 6, 2025

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

Administration will provide an update on the progress of our priority schools as well as share the structure of the priority zone.

Click below to access the video presentation or slides.

- <https://youtu.be/PbwweQTMCDw>
- [Priority Schools PPT](#)

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who score at Meets Grade Level on an ELA/SLA assessment from 39% in August 2023 to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in August 2025 to 50% in August 2030, and All Students from 27% in August 2025 to 50% in August 2030.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of annual graduates 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 2023 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: Trustee Report on ESC-20 School Board Summit 2026

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Alicia Sebastian, Board President

PRESENTER: Stephanie Torres, Trustee

MEETING DATE: April 6, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

SAISD Board member Stephanie Torres recently attended a set of training sessions hosted by Region 20 that provided board members with essential updates on new legislation, governance responsibilities, and statewide requirements affecting school districts. Topics include changes from the 89th Legislature, updates to accountability and funding systems, and key board duties related to hiring, PEIMS accuracy, libraries, and superintendent evaluations. Additional sessions focus on effective budgeting, strategic planning, systemic performance management, and collaboration with district and community partners. Together, these trainings equip trustees with practical tools and current knowledge to strengthen governance and support improved student outcomes and allows Trustees with an opportunity to receive credit for all required trainings. Key insights from this conference will be shared to inform our work and inspire continued progress across the district, helping ensure that every student benefits from a culture of excellence and continuous improvement.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in August 2025 to 50% in August 2030, and All Students from 27% in August 2025 to 50% in August 2030.

- ☒ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of annual graduates 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 2023 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.

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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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Board Quarterly Self-Assessment

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Alicia Sebastian, Board President

PRESENTER: Alicia Sebastian

MEETING DATE: April 6, 2025

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to conduct a quarterly Board Self-Assessment. In [August 2023](#), the trustees began their first quarterly (April – June) self-evaluation. The objective of the self-assessment is for the board to review its effectiveness as measured by the Student Outcomes Focused Governance framework, and identify areas of focus for the next quarter in a process of self-reflection and continuous improvement. The Board will then consider acceptance of the quarterly self-evaluation. The framework is built around six research-informed competencies that describe school board behaviors and the degree to which they create the conditions for improvements in student outcomes: Vision & Goals; Values & Guardrails; Monitoring & Accountability; Communication & Collaboration; Unity & Trust; and Continuous Improvement. The [board self-evaluation](#) (see page 23) is linked as a reference.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board consider the Board Self-Assessment, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Consideration and Adoption of Resolution Approving Contingent Fee Legal Services Contract, including Findings Needed for Submission of Contingent Fee Legal Services Agreement and Request for Expedited Review by the Texas Attorney General**

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

REQUESTED BY: Alicia Sebastian, Board President

PRESENTER: Alicia Sebastian, Board President

MEETING DATE: April 6, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The District has been advised on an opportunity to participate in litigation with the law firms of Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC to perform all legal services necessary to recover damages sustained by the District related to youth social media usage and any other action that may be necessary to pursue the best interest of the District in related litigation on a contingent fee basis.

The District has sustained significant damages due to youth social media usage and addition and for which there exists a potential recovery from the perpetrating social media corporations. The referenced firms possess the specialized skills, knowledge, experience, financial, and technological resources needed to competently and fully pursue maximum potential recovery of the District’s damages. The District’s retained law firm, Escamilla & Poneck, LLP, does not currently possess the specialized expertise required to prosecute this litigation and currently provides legal services to the District on an hourly fee basis.

The proposed agreement enables the District to pursue its legal remedies without diverting essential monies and resources from the ongoing needs and operations of its students, staff, and community at large. In addition, the proposed agreement shifts the financial risk and burden of litigation costs and expenses to Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC with the District owing no such monies to the law firms unless and until it recovers monies.

Texas Government Code Sections 2254.1032 et seq. establish the requirements for selecting law firms to represent the District under a contingency fee contract. These requirements include providing public notice of the Board’s intent to engage the identified firms, making the necessary findings to support the need for their representation on behalf of the District, and approving the contingency fee contract.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve a resolution making the findings required under Texas law related to supporting the authorization of a contingency fee contract with the above-named legal service providers to represent the District in any and all available causes of action in Multi-District Litigation 3047 or JCCP 5255, seeking to recover damages arising from youth social media usage and addiction sustained by the District. Through this agreement, the District seeks to recover damages, court costs, penalties, and any other relief available under applicable law.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through contingent fees with the identified law firms. There will be no cost to the District.

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SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION APPROVING
THE CONTINGENT FEE LEGAL SERVICES CONTRACT
WITH THOMPSON & HORTON, LLP, EILAND & BONNIN, PC, AND
O'HANLON, DEMERATH & CASTILLO, PC

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the approval of the Contingent Fee Legal Services Agreement (“Agreement”) with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC is approved and the Superintendent or any member of the Board of Education of the San Antonio Independent School District is authorized to execute this Agreement.

After exercising its due diligence, the San Antonio Independent School District (“District”) Board of Education finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the District at a reasonable cost;
3. The specialized legal services, advancement of expenses, and compensation on a contingent fee basis required by this agreement cannot be performed by the attorneys and supporting personnel of San Antonio Independent School District because the District does not currently employ attorneys who have specialized knowledge and experience regarding Multi-District Litigation and related analysis and legal remedies under both Texas and federal law on a contingent fee basis. In addition, the District does not have budgeted the financial resources necessary to compensate competent and experienced attorneys and staff regarding Multi-District Litigation as District employees or to reasonably compensate a firm in private practice with the necessary experience under a contract providing for payment on an hourly basis without contingency.
4. Due to the complexity of the matter and expected difficulties in performing the legal work for this matter, the risk of no recovery, the expected expenses, including expert witness fees and other litigation costs, a reasonable hourly fee for a firm in private practice to prosecute this matter would exceed the amount for which the District would be able to adequately budget and expend financial resources. The District also does not have the financial resources required to pay the additional, significant costs of implementing appropriate infrastructure and technology necessary to fully and properly perform the needed legal services. The District also does not have the financial resources required to properly pursue its claims and causes of action, including to retain independent experts as testifying witnesses and to finance all costs of litigation through final resolution of the matter. Additionally, many law firms that handle large, complex matters strictly on an hourly basis have institutional clients, including social media corporations, and it would be difficult to find a firm with the required experience that does not have a conflict of interest that would hinder the firm’s ability to effectively represent the District. The

proposed law firms have certified that they have no such conflict of interest in representing San Antonio Independent School District.

5. The legal services cannot be reasonably obtained from attorneys in private practice charging hourly fees without contingency because a contract to pay attorneys on an hourly basis without contingency would represent an additional and significant cost to San Antonio Independent School District. Furthermore, the District would be responsible for payment of all costs and expenses of the litigation through appeals, including to retain independent experts as testifying witnesses and to finance all discovery expenses and other costs of litigation through final resolution of the matter. The District does not have the financial resources necessary to pay for these additional and significant expenses necessitated by this social media multi-district litigation.
6. Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC are well qualified and competent to perform the legal services required to comply with the terms of this Agreement.
7. Thompson & Horton, LLP is a full-service school law firm whose mission is to provide the highest quality personalized legal service to public and private schools, institutions of higher education, local governments, and private individuals and companies. Thompson & Horton attorneys have unique and specialized qualifications based on several hundred years of combined experience. Leaders in the field, their attorneys have been directly involved in many of the most significant court cases, administrative decisions, and public policy developments affecting their clients over the past 40 years. The inception of the relationship between Thompson & Horton and the District began when the District learned about the litigation through word of mouth and contacted Thompson & Horton to inquire about the case in February 2026. Thompson & Horton introduced Eiland & Bonnin to the District to consider the social media litigation in February 2026. Thompson & Horton included O’Hanlon, Demerath & Castillo in conversation with the District to consider the social media litigation in February 2026.
8. Eiland & Bonnin, PC engages in complex contingent fee litigation which has required the investment of hundreds of thousands to millions of dollars of litigation expenses. Lawyers in the firm have served in past MDL leadership committees. The firm has worked in many high-profile litigations like the MGM Grand Las Vegas Mass Shooting, Syngenta GMO Corn, and BP Texas City Refinery Explosion. After 20 years of service as a member of the Texas House of Representatives for Districts 23 & 24, Craig Eiland has a unique understanding of what elected officials and public entities are confronted with when navigating complex litigation. Mr. Eiland regularly advises multiple Texas school districts in litigation. Mr. Eiland regularly advises multiple Texas school districts in litigation. The inception of the relationship between Eiland & Bonnin and the District began when Thompson & Horton introduced Eiland & Bonnin to the District in February 2026 to consider the social media litigation.

9. O’Hanlon, Demerath & Castillo, PC regularly serves school districts across the state of Texas in a general counsel capacity and maintains a principal office in Austin, Texas and also offices in Pharr, San Antonio and Fort Worth. The firm has litigated statewide high profile public education related cases such as the No Pass No Play, the A-F litigation and multiple Edgewood decisions related to the school finance system. After serving as General Counsel for the Texas Education Agency and litigating various high-profile issues for the public education system for the Attorney General of Texas, Kevin O’Hanlon founded the firm in 1992 to serve the needs of Public Entity clients. Justin Demerath regularly represents Texas School Districts on a contingent fee basis, often in property damage insurance recovery. He operates a contingent fee litigation practice within the firm that has recovered millions of dollars in recovery in high-profile multi-district litigations, including Syngenta GMO Corn, General Motors ignition switch recall, Trans-vaginal mesh, and NFL concussion litigation, as well as serving in leadership of cases that garnered national attention like the Sutherland Springs Mass Shooting. From 2000-2003, O’Hanlon, Demerath & Castillo provided as needed legal work on general legal matters for the District. Thompson & Horton included O’Hanlon, Demerath & Castillo in conversation with the District in February 2026 to consider the social media litigation.
10. The approval of this Agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC is the result of an arm’s length transaction between the District and Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC and is fair and reasonable. The relationship between the San Antonio Independent School District or the District’s Board and the law firms being retained is not improper and would not appear improper to a reasonable person.
11. Additionally, time is of the essence in the provision of these legal services. Potentially impending legal deadlines require urgent action by counsel.

ADOPTED this 6th day of April, 2026 at a duly called meeting of the San Antonio Independent School District Board of Education.

Alicia Sebastian,
Board of Trustees President

Jacob Ramos,
Board Secretary

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Consideration and Adoption of Contingent Fee Legal Services Agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC and O'Hanlon, Demerath & Castillo, PC**

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

REQUESTED BY: Alicia Sebastian, Board President

PRESENTER: Alicia Sebastian, Board President

MEETING DATE: April 6, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The District has been advised on an opportunity to participate in litigation with the law firms of Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC to perform all legal services necessary to recover damages sustained by the District related to youth social media usage and any other action that may be necessary to pursue the best interest of the District in related litigation on a contingent fee basis.

The District has sustained significant damages due to youth social media usage and addition and for which there exists a potential recovery from the perpetrating social media corporations. The referenced firms possess the specialized skills, knowledge, experience, financial, and technological resources needed to competently and fully pursue maximum potential recovery of the District's damages. The District's retained law firm, Escamilla & Poneck, LLP, does not currently possess the specialized expertise required to prosecute this litigation and currently provides legal services to the District on an hourly fee basis.

The proposed agreement enables the District to pursue its legal remedies without diverting essential monies and resources from the ongoing needs and operations of its students, staff, and community at large. In addition, the proposed agreement shifts the financial risk and burden of litigation costs and expenses to Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC with the District owing no such monies to the law firms unless and until it recovers monies.

Texas Government Code Sections 2254.1032 et seq. establish the requirements for selecting law firms to represent the District under a contingency fee contract. These requirements include providing public notice of the Board's intent to engage the identified firms, making the necessary findings to support the need for their representation on behalf of the District, and approving the contingency fee contract.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the proposed contingency fee contract with the above-named legal service providers to represent the District in any and all available causes of action in Multi-District Litigation 3047 or JCCP 5255, seeking to recover damages arising from youth social media usage and addiction sustained by the District. Through this agreement, the District seeks to recover damages, court costs, penalties, and any other relief available under applicable law.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through contingent fees with the identified law firms. There will be no cost to the District.

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PROFESSIONAL SERVICES AGREEMENT

The Parties to this Agreement (“**Agreement**”) are **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (“CLIENT”)** and **THOMPSON & HORTON, LLP, EILAND & BONNIN, PC, and O’HANLON, DEMERATH & CASTILLO, PC** (Hereinafter collectively referred to as “**ATTORNEYS**”). This Professional Services Agreement provides for legal services by ATTORNEYS to CLIENT. In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Purpose of Representation

1.01 CLIENT has found a substantial need to employ ATTORNEYS to provide professional legal services in connection with litigation, and to pursue all remedies available to CLIENT regarding causes of action in Multi District Litigation 3047 or JCCP 5225 more fully described in the School District Master Complaint [MDL ECF 729] and incorporated herein by reference. ATTORNEYS will seek to recover damages sustained by CLIENT related to youth social media usage and addiction against Meta Platforms, Inc., Instagram LLC, Snap, Inc., TikTok, Inc., ByteDance, Inc., YouTube LLC, Google LLC, Alphabet Inc., and any other social media company named in the MDL or JCCP (collectively, “Defendants”) (the matter referred to as “the Representation”). The scope of this agreement specifically excludes causes of action related to the Texas Deceptive Trade Practices Act.

1.02 CLIENT has found a substantial need for the legal services on a contingent fee basis which cannot be adequately performed by CLIENT’S attorneys or the attorneys of a governmental entity, and, because of the nature of the matter for which legal services will be obtained, the legal services required cannot be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.03 Subject to the supervision, direction, and control of the CLIENT or designee, ATTORNEYS will prosecute a civil case on behalf of CLIENT against Defendants or other defendants deemed necessary to the prosecution of the civil case. In the civil case, ATTORNEYS shall seek damages, civil penalties, and attorneys’ fees, expenses, costs, and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the Defendants’ actions and any other applicable common law or statutory causes of action (“the Representation”).

1.04 CLIENT has determined pursuant to Education Code §44.031 that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence.

1.05 The term of this Agreement shall not begin until this Agreement and related materials are reviewed and approved by the Attorney General of Texas. The term will end after the conclusion of the Representation, unless either party extends or terminates this Agreement in accordance with its provisions. ATTORNEYS are not authorized to take any action related to the Representation for the CLIENT until approval is granted by the Attorney General of Texas.

1.06 ATTORNEYS shall prosecute the action on behalf of CLIENT against Defendants and seek necessary and appropriate damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of any relevant local, state, federal statutory and/or common law in connection with the activities of Defendants. The primary attorneys handling this representation are: **Craig Eiland of the EILAND & BONNIN, PC law firm** and **Justin Demerath of the O'HANLON, DEMERATH & CASTILLO, PC law firm**. Philip D. Fraissinet is the primary attorney at THOMPSON & HORTON, LLP responsible for the representation. ATTORNEYS shall furnish the services for the Representation. ATTORNEYS agree to perform necessary legal work with reference to the Representation and will work specifically with the CLIENT or its designee.

1.07 To enable ATTORNEYS to provide effective representation, CLIENT agrees to do the following: (1) disclose to ATTORNEYS, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material or that ATTORNEYS may request, (2) keep ATTORNEYS apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise, cooperate fully with ATTORNEYS.

1.08 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement or ordered by a court of competent jurisdiction.

1.09 ATTORNEYS represent only CLIENT, and ATTORNEYS' attorney-client relationship does not include any related persons or entities (such as Client representatives, directors, trustees, officers, employees, or agents).

1.10 It is understood and agreed that ATTORNEYS' engagement described herein is limited to the Representation unless otherwise stated in another written agreement.

1.11 Any expressions on ATTORNEYS' part concerning the outcome or potential outcome of the Representation, or any other legal matters, are based on ATTORNEYS' professional judgment and are not guarantees or promises. Such expressions, even when described as opinions, are necessarily limited by ATTORNEYS' knowledge of the facts and are based on ATTORNEYS' views of the state of the law, at the time they are expressed, and/or certain estimates and probabilities (which may be uncertain). ATTORNEYS have made no promises

or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

1.12 Venue, or the specific court and legal jurisdiction in which a lawsuit is filed, is an important decision in litigation. Defendants in the Representation maintain offices in multiple venues and Venue may be established in various places including but not limited to Texas or other State Courts and Federal Courts. The Federal Judicial Panel on Multi District Litigation has issued a standing transfer order in the United States for all Federal lawsuits arising from allegations that a defendants' social media platforms are defective because they are designed to maximize screen time, which can encourage addictive behavior in adolescents. All current and future Federal cases are assigned to Multi District Litigation ("MDL") 3047 in The United States District Court for the Northern District of California. Closely coordinating with that litigation is another consolidation of cases involving the Representation in California State Court known as JCCP 5225. ("JCCP"). Due to various strategic reasons ATTORNEYS believe it is in the CLIENT'S best interest to file the cases in either MDL 3047 or JCCP 5225. In executing this Agreement, CLIENT consents to this venue choice and understands the scope of representation in this Agreement is expressly limited to those cases or matters in those venues only. This choice will subject ATTORNEYS to certain non-reimbursable case expenses that will be paid out of the attorneys' fees contemplated herein and will subject CLIENT to certain additional case expenses (i.e., "common benefit expenses") more fully described below.

II. Description and Disclosure of Involved Lawyers

2.01 Thompson & Horton, LLP: Is a full-service school law firm whose mission is to provide the highest quality personalized legal service to public and private schools, institutions of higher education, local governments, and private individuals and companies. Thompson & Horton attorneys have unique and specialized qualifications based on several hundred years of combined experience. Leaders in the field, their attorneys have been directly involved in many of the most significant court cases, administrative decisions, and public policy developments affecting their clients over the past 40 years. The inception of the relationship between Thompson & Horton and the District began when the District learned about the litigation through word of mouth and contacted Thompson & Horton to inquire about the case in February 2026. Thompson & Horton introduced Eiland & Bonnin to the District to consider the social media litigation in February 2026. Thompson & Horton included O'Hanlon, Demerath & Castillo in conversation with the District to consider the social media litigation in February 2026.

2.02 Eiland & Bonnin, PC: After 20 years of service as a member of the Texas House of Representatives for Districts 23 & 24, Craig Eiland has a unique understanding of what elected officials and public entities are confronted with when navigating complex litigation. Eiland & Bonnin engages in complex contingent fee litigation which has required the investment of hundreds of thousands to millions of dollars of litigation expenses. Mr. Eiland regularly advises multiple Texas school districts in litigation. Lawyers in the firm have

served in past MDL leadership committees. The firm has worked in many high-profile litigations like the MGM Grand Las Vegas Mass Shooting, Syngenta GMO Corn, and BP Texas City Refinery Explosion. The inception of the relationship between Eiland & Bonnin and the District began when Thompson & Horton introduced Eiland & Bonnin to the District in February 2026 to consider the social media litigation.

2.03 O’Hanlon Demerath & Castillo, PC: After serving as General Counsel for the Texas Education Agency and litigating various high-profile issues for the public education system for the Attorney General of Texas, Kevin O’Hanlon founded the firm in 1992 to serve the needs of Public Entity clients. The firm regularly serves school districts across the state of Texas in a general counsel capacity and maintains a principal office in Austin, Texas and also fully staffed offices in Pharr, San Antonio, and Fort Worth. The firm has litigated statewide high profile public education related cases related to the school finance system, the A-F performance rating system, and other important issues. Justin Demerath operates a contingent fee litigation practice within the firm that has recovered millions of dollars in storm damage insurance claims for Texas schools on a contingent fee basis and has served in leadership roles for cases that garnered national attention like the Sutherland Springs Mass Shooting. His practice has recovered millions of dollars in recovery in high-profile multi-district litigations, including Syngenta GMO Corn, General Motors ignition switch recall, Trans-vaginal mesh, and the NFL concussion litigation. From 2000-2003, O’Hanlon, Demerath & Castillo provided as needed legal work on general legal matters for the District. Thompson & Horton included O’Hanlon, Demerath & Castillo in conversation with the District in February 2026 to consider the social media litigation.

2.04 “Court Appointed Leadership for Plaintiffs”: By consenting to Venue in MDL 3047 or JCCP 5225 certain court orders govern CLIENT’S representation that is important to disclose transparently and fully. In Case Management Order (“CMO”) No. 1 the MDL 3047 Court appointed various attorneys to serve as leaders for this litigation [ECF 75] and specifically School District Plaintiffs [ECF 451] which are incorporated herein by reference; similar orders have been adopted for the litigation proceeding in California state court JCCP 5225) (these attorneys in the MDL and JCCP litigation are court-appointed steering and leadership attorneys and are collectively referred to as **“Court Appointed Leadership for Plaintiffs”**). The names of the Court Appointed Leadership for Plaintiffs are contained in these court orders. Those court orders may be modified in the future to reflect different or additional attorneys appointed by the court or to reflect that one or more court-appointed attorneys will no longer serve. To the extent that the court or courts modifies its orders with respect to the names of the “Court Appointed Leadership for Plaintiffs” attorneys, this Agreement will include those changes in court appointments without the need for a formal amendment of this Agreement to include or delete certain names.¹

¹ For clarity, “Court Appointed Leadership for Plaintiffs” will not be considered “subcontracted legal or support services performed by a person who is *not* a contracting attorney or a partner” (emphasis added) as that term is used in Texas Government Code 2254.106. Fees associated with “Court Appointed Leadership for Plaintiffs” will be considered litigation and other expenses stemming from “work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm” as that term is used in Texas Government Code 2254.108(d). Hours worked by “Court Appointed Leadership for Plaintiffs” will not be used to calculate the base fee

III. Compensation and Other Matters

3.01 For and in consideration of the services performed under this Agreement, subject to the limitations in this Agreement, CLIENT agrees to pay ATTORNEYS as follows:

3.02 Any fee payable to ATTORNEYS will be from the portion of any award, judgment, and/or settlement allocated by law to CLIENT. This Agreement shall not confer upon ATTORNEYS any rights to any portion of any sum awarded to the State of Texas as a result of the Representation.

3.03. In the event of a recovery against any Defendant or Defendants resulting from the Representation, the CLIENT agrees to pay ATTORNEYS the lesser of 30% of the gross recovery or four times ATTORNEYS' base fee computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code more fully discussed below. **Under no circumstances shall CLIENT'S general funds be obligated to satisfy the contingent Attorneys' fees.**

3.04 The contingent fee set forth in this section will be subject to the limitations set forth in this Agreement pursuant to Subchapter C, Chapter 2254 of the Texas Government Code.

3.05 The amount recovered for purposes of the contingent fee computation in paragraphs 3.03 and 3.04 is the amount CLIENT receives before reimbursable expenses are deducted.

3.06 This Agreement is **not** for mixed hourly and contingent fee services. The amount of the contingent fee and reimbursement of expenses under this Agreement will be computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code. Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by ATTORNEYS, the expected risk of no recovery, and the expected long delay in recovery (if any), a reasonable multiplier for the base fee in this matter is four. ATTORNEYS' reasonable hourly rate for the work performed under the Agreement, based on the reasonable and customary rate for this type of litigation and on the relevant experience, demonstrated ability, and standard hourly billing rate for these attorneys, paralegals, and law clerks for this type of contingent fee work, is the statutory maximum:

David Thompson, Senior Counsel:	\$1000/hour
Philip D. Fraissinet, Senior Counsel:	\$1000/hour
Chris Gilbert, Senior Counsel:	\$1000/hour
Kathryn E. Long, Senior Counsel:	\$1000/hour

contemplated in Texas Government Code 2254.106. Any attorneys' fees earned by "Court Appointed Leadership for Plaintiffs" as "common benefit" legal fees awarded by the courts will be considered a non-reimbursable case expense and shall be paid entirely out of the fees of ATTORNEYS, if any, contemplated in paragraph 3.03. However, expenses incurred by "Court Appointed Leadership for Plaintiffs", if ordered by the MDL or JCCP court, will be a reimbursable case expense contemplated under paragraph 3.18 (i.e., those court-ordered case expenses will be reimbursed by Client to Court Appointed Leadership for Plaintiffs; please see Attachment C for further illustration).

David Campbell, Senior Counsel:	\$1000/hour
Craig Eiland, Senior Counsel:	\$1000/hour
David Bonnin, Senior Counsel:	\$1000/hour
Kevin O’Hanlon, Senior Counsel:	\$1000/hour
Justin B. Demerath, Senior Counsel:	\$1000/hour
Ben Castillo, Senior Counsel:	\$1000/hour
All other Senior Counsel:	\$1000/hour
All other Senior Associates:	\$750/hour
All other Associates:	\$500/hour
All Paralegals:	\$250/hour

These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be computed pursuant to Chapter C, Section 2254 of the Texas Government Code by multiplying the number of hours the attorney, paralegal or law clerk worked in providing legal or support services for the CLIENT times the reasonable hourly rate for the work performed by the attorney, paralegal or law clerk. The base fee is computed by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not employed by ATTORNEYS or a partner, shareholder, or employee of ATTORNEYS, including “Court Appointed Leadership for Plaintiffs”. There are no differences in the method by which the contingent fee is computed if the matter is settled, tried, or tried and appealed.

3.07 Reimbursement of subcontracted work, if any, under Texas Government Code Section 2254.107 shall meet the requirements of Subchapter C, Chapter 2254 of the Texas Government Code’s requirements, without regard to the expected or actual amount of recovery under this Agreement.

3.08 Payment of the contingent fee and reimbursement of expenses under this Agreement will be paid and limited by the requirements set forth in Subchapter C, Chapter 2254 of the Texas Government Code, including Section 2254.105(5) and all other applicable sections.

3.09 ATTORNEYS assume “**joint responsibility**” for the Representation, as “joint responsibility” is described in Rule 1.04(f) in the Texas Disciplinary Rules of Professional Conduct and its official Comments (which discuss the requirements for attorneys’ fees-sharing among/between lawyers who are not in the same law firm, such as here). **From any attorneys’ fees recovered (after the deduction of any “common benefit” attorneys’ fees awarded by the courts), the remaining attorneys’ fees will be divided as follows: 10% to THOMPSON HORTON, LLP; 45% to EILAND & BONNIN, PC; and 45% to O’HANLON, DEMERATH & CASTILLO, PC. Please note that these are not percentages of the gross recovery, but rather percentages of the attorneys’ fees. In no scenario will attorneys’ fees exceed 30% of the gross recovery outlined in paragraph 3.03. CLIENT’S consent to this Agreement as a whole is also consent to this attorneys’ fees-sharing among Attorneys.**

If there is a recovery, then upon recovery, CLIENT will instruct ATTORNEYS as to how to transfer the recovered funds in writing.

3.10 Pursuant to Texas Government Code 2254.1034 a political subdivision may require an attorney or law firm to indemnify or hold harmless the political subdivision for negligent acts or omission of the attorney or law firm. In this instance, CLIENT does not require such indemnification.

3.11 CLIENT shall have the absolute right to settle the case for no penalty, which would yield no contingent fee on penalties to ATTORNEYS. CLIENT will not be liable for reimbursable expenses if CLIENT settles the case for no penalty and makes no recovery of expenses or attorney's fees. CLIENT will assign any award of attorney's fees to ATTORNEYS, who shall have the obligation to collect them from the Defendants. ATTORNEYS will be responsible for paying all expenses of litigation directly to the vendor, such as, expert witness fees, deposition expenses, and other court costs/fees. CLIENT will not be required to advance any litigation expenses under this Agreement.

3.12 The fee to be paid under this Agreement shall come exclusively out of any recovery (including but not limited to any attorney's fees and expenses, as well as penalties) awarded in any way resulting from the Representation and CLIENT shall be liable to ATTORNEYS for no more than the fee and reimbursable expenses and costs as described below. CLIENT has specifically allocated and made available from currently budgeted funds the sum of \$0 to discharge any obligation that CLIENT may incur arising out of this Agreement.

3.13 It is expressly understood that the fee described above shall be the sole source of compensation to ATTORNEYS for overhead costs and general firm expenses (with the exception of the Reimbursable Expenses listed below) and includes, but is not limited to, all costs for clerical work, including overtime, computer time, clerical filing, and proofreading.

3.14 In the event of a recovery, funds from CLIENT's recovery will be used to pay Reimbursable Expenses and interest on Reimbursable Expenses. Litigation expenses including but not limited to, expert witness fees, mediation fees, expenses associated with depositions and hearings or trial (such as costs of the transcript, and court reporter or videographer fees), hotel, air travel, rental cars, rideshare costs, research and investigation related fees and expenses, third party interest incurred on litigation expenses, Westlaw expenses, and expenses associated with creating demonstrative exhibits or other means of evidence presentation during trial or hearings (such as trial graphics) shall constitute the "Reimbursable Expenses". ATTORNEYS shall advance all the Reimbursable Expenses. Should ATTORNEYS elect to fund any expenses by borrowing the funds required, Client agrees to reimburse the full sum of all related interest charges for Reimbursable Expenses as well as a *pro rata* share of related interest charges² for Shared Expenses. Reimbursable

² Interest rate charges shall be commercially reasonable rates not to exceed the official Prime Rate (at the time of the loan or extension of credit agreement) **plus** four percentage points.

Expenses shall be recovered by ATTORNEYS out of the CLIENT'S portion of any settlement or judgment that arises out of the Representation (the CLIENT'S portion—from which Reimbursable Expenses will be deducted is what remains after the deduction of ATTORNEYS' fee). **In the event there is no recovery, CLIENT will not be responsible for the repayment of any expenses (or any related interest charges).**

3.15 Reimbursable Expenses includes Shared Expenses. ATTORNEYS may incur certain costs/expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying (the "Shared Expenses"). CLIENT agrees that ATTORNEYS shall divide such expenses *pro rata*,³ among such multiple clients, and deduct CLIENT'S portion of those expenses from CLIENT'S share of any recovery. Shared Expenses are Reimbursable Expenses.

3.16 Compensation for the duties performed by the "Court Appointed Leadership for Plaintiffs" attorneys is governed by Common Benefit Order [ECF 190] and similar orders in the JCCP. The purpose of a Common Benefit Order is to create, compensate, and reimburse such court-appointed "steering and leadership committee" of attorneys for various plaintiffs for their efforts and time in connection with their work on behalf of all plaintiffs (even those, such as CLIENT here, who previously had no direct attorney-client relationship with those "Court Appointed Leadership for Plaintiffs" attorneys). The Common Benefit Order directs that these "steering and leadership" attorneys shall receive fee compensation paid by all of the plaintiffs (including the CLIENT here) as a specified percentage of any gross recoveries.⁴ The Common Benefit Orders require that all "Court Appointed Leadership for Plaintiffs" attorney fee compensation shall be paid entirely out of attorneys' fees contemplated in paragraph 3.03 and as such these attorneys' fees will be treated as a non-reimbursable case expense and paid solely by ATTORNEYS. A sample settlement statement is attached hereto as Exhibit C to illustrate how the attorneys' fees and expense provisions of this Agreement are intended to function concerning a hypothetical gross recovery for the Client.

3.17. A consequence of certain plaintiff attorneys serving on the court-appointed "Court Appointed Leadership for Plaintiffs" committee or committees, is that those attorneys will incur certain Common Benefit Expenses⁵ that will benefit all plaintiffs, including those

³ "Equally" and "pro rata" are not the same. "Equally" refers to dividing such expenses on an equal basis to each client represented by the Attorneys under this Agreement regardless of what each client recovered compared to what other clients recovered; on the other hand, "*pro rata*" refers to dividing such expenses in proportion to each client's recovery compared to the total of all client recoveries (for example, totaling all of the client recoveries for a grand total and then calculating what each individual client's recovery is as a percentage of that grand total of all recoveries—and then applying that individual "client recovery" percentage to the total expenses as the amount of expenses attributable to that specific client). At this time, there is no court order related to whether to apply an "equally" or "pro rata" method to dividing any expenses among clients; however, if such an order is entered in the future related to some or all of the expenses, ATTORNEYS will be bound by that order for apportionment among all clients, including CLIENT.

⁴ While subject to adjustment, the Common Benefit Fee that will be awarded to Court Appointed Leadership for Plaintiffs is currently set by the MDL Court at 8% of the gross recovery.

⁵ Definitions and rules related to Common Benefit Expenses more fully described in the Common Benefit Order [ECF 190], Paragraph E and are incorporated herein by reference. While subject to adjustment, the Common Benefit Expense that will be awarded to Court Appointed Leadership for Plaintiffs is currently set at 2% of the gross recovery.

clients represented principally by other plaintiffs' attorneys (such as the CLIENT here). Common Benefit Expenses are Reimbursable Expenses.

3.18. On behalf of ATTORNEYS, Demerath and Eiland will or have previously executed the Common Benefit Participation Agreement in the MDL [ECF 190 EX.C] and similar agreements in the JCCP and will utilize Common Benefit Work Product in the Representation and this action will further subject CLIENT to the associated Common Benefit Orders and similar agreements in the JCCP and their requirements, including the financial obligations. Thompson & Horton will not execute the Common Benefit Participation Agreement or any similar agreements in the JCCP. CLIENT consents to the execution of Demerath and Eiland's Common Benefit Participation Agreement, and by consenting to the Venue described in paragraph 1.12 above, further consent to be bound by the terms of the Common Benefit Orders and the resulting compensation structure for the "Court Appointed Leadership for Plaintiffs" attorneys. Such consent will not increase or alter the amount of attorneys' fees charged to the client, if any, under paragraph 3.03.

3.19. In signing the Common Benefit Participation Agreement ATTORNEYS will or have granted "Court Appointed Leadership for Plaintiffs" a right to withhold payment of, a lien upon, and a security interest in any amounts recovered in the Litigation sufficient to pay the "Court Appointed Leadership for Plaintiffs" attorneys' fees and Common Benefit Expenses defined in the Common Benefit Order in the MDL and/or similar orders in the JCCP. The parties agree that the final amounts ultimately subject to this withholding, lien and security interest were "actually incurred on behalf of the state governmental entity or political subdivision and paid for by the contracting attorney or law firm" as that phrase is contemplated in Texas Government Code 2254.108(d). Alternatively, it is anticipated at the end of the Litigation the MDL and JCCP courts will adopt orders which will require attorneys' fees and Common Benefit Expenses to be paid or reimbursed to the "Court Appointed Leadership for Plaintiffs" pursuant to the Common Benefit Order and withheld from the gross recovery available to satisfy the interest of CLIENT and ATTORNEYS. If such orders are entered, the parties further agree that these amounts should be considered "actually incurred on behalf of the state governmental entity or political subdivision and paid for by the contracting attorney or law firm" as that phrase is contemplated in Texas Government Code 2254.108(d).

3.20. By virtue of accepting their appointment, "Court Appointed Leadership for Plaintiffs" has accepted responsibility to provide legal services to clients that file their cases in the MDL or JCCP. By consenting to filing CLIENT'S claims in the MDL or JCCP, CLIENT is accepting the offer of the "Court Appointed Leadership for Plaintiffs" attorneys to provide court-ordered legal services in that venue. It is therefore agreed and understood by CLIENT that "Court Appointed Leadership for Plaintiffs" attorneys will be considered to have accepted "joint responsibility" for the purposes of Rule 1.04(f), Texas Disciplinary Rules of Professional Conduct, and the Rule's official comments.⁶

⁶ This Texas Rule provides for certain disclosures and advance client consent, which this Agreement provides, whenever lawyers who are **not** in the same law firm share legal fees arising out of a client representation. Here, there will be

3.21 ATTORNEYS have been engaged to provide legal services in connection with the Representation, as specifically defined in this Agreement. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT'S future rights and liabilities in regard to the Representation. Unless ATTORNEYS are actually engaged after the completion of the Representation to provide additional advice on such issues, ATTORNEYS have no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the obligations set out in this Agreement.

3.22 CLIENT understands and agrees that ATTORNEYS may be representing more than one client in this matter and that the following aspects of joint representation have been disclosed: (1) that the CLIENT might gain or lose some advantages if represented by separate counsel; (2) that ATTORNEYS cannot serve as an advocate for one client against another client, but must assist all clients in pursuing their common purposes; (3) that ATTORNEYS must deal impartially with every client, including CLIENT; (4) that information received by ATTORNEYS from or on behalf of any jointly represented client concerning the matter may not be confidential or privileged as between the jointly-represented clients and may be disclosed to other jointly-represented clients as is deemed proper or necessary; (5) if a conflict arises between clients that results in the discharge or withdrawal of the ATTORNEYS, ATTORNEYS might not be able to continue representing any of the clients involved; (6) when time is spent performing the Representation which benefits all clients represented by ATTORNEYS equally, ATTORNEYS will record that time for each client fully and equally (in other words, since each client, including CLIENT, receives the same full benefit from such time and service, that time will be recorded as though each client, including CLIENT, was represented individually for and during that time and service); and (7) that the representation of all clients by the ATTORNEYS will not necessarily expedite handling of the matter or reduce associated attorneys' fees and expenses. CLIENT consents to ATTORNEYS representing more than one client in this matter and all provisions in this paragraph.

3.23 AGGREGATE SETTLEMENTS: Often in cases where attorneys represent multiple clients in similar litigation, the opposing parties or defendants may attempt to settle or otherwise resolve the cases in a group or groups, by making a single settlement offer to settle numerous clients' cases or all cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning

multiple lawyers and law firms involved in the sharing of common legal fees and expenses under this Agreement and the referenced court orders. The exact percentages of any fees that any of the "Court Appointed Leadership for Plaintiffs" attorneys will receive, if anything, is not known at this time and will be determined by the court or courts at the conclusion of this representation. The CLIENT's signature below to this Agreement constitutes acknowledgement and consent to this fee-sharing among all of the lawyers identified herein or by reference to the court orders identifying the "Court Appointed Leadership for Plaintiffs" attorneys and their law firms.

settlement amounts based upon the relative strengths and weaknesses of each case, the severity and extent of damages, individual case evaluations, and other applied bases or factors. In the event of a group or aggregate settlement proposal, ATTORNEYS may implement a settlement program, overseen by a third-party referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case, including CLIENT's case, depending upon the facts and circumstances of each individual case and other factors determined by that third-party referee or special master or the court. CLIENT authorizes ATTORNEYS to enter into and engage in group settlement discussions which may include CLIENT's individual claims. Nonetheless, CLIENT retains the right to approve, and ATTORNEYS are required to obtain CLIENT's approval of, any settlement of CLIENT's case.

3.24 At the conclusion of the Representation, ATTORNEYS will return to CLIENT any documents that ATTORNEYS are specifically requested to return. As to any documents so returned, ATTORNEYS may elect to keep a copy of the documents in ATTORNEYS' stored files but shall not be obligated to do so. CLIENT owns all final work product generated by reason of CLIENT's Representation under this Agreement. Files and documents, whether paper or electronic, retained by ATTORNEYS are subject to their file and document retention policies and may, consistent with those policies, be deleted or destroyed no earlier than two years after the conclusion of CLIENT's representation.

3.25 Any notice required or permitted to be given by the CLIENT to ATTORNEYS hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Craig Eiland
EILAND & BONNIN, PC
1220 Colorado St. Suite 300
Austin, Texas 78701
ceiland@eilandlaw.com

and

Justin B. Demerath
O'HANLON, DEMERATH & CASTILLO, PC
808 West Avenue
Austin, Texas 78701
jdemerath@808west.com

and

Philip D. Fraissinet
THOMPSON & HORTON, LLP
Phoenix Tower, Suite 2000
3200 Southwest Freeway
Houston, TX 77027
pfraissinet@thompsonhorton.com

Any notice required or permitted to be given by ATTORNEYS to the CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Attn: Alicia Sebastian
Board of Trustees President
San Antonio Independent School District
514 W. Quincy St.
San Antonio, Texas 78212

Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

3.26 ATTORNEYS affirmatively consent to the disclosure of email addresses that are provided to CLIENT. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Gov't Code §552.137, *et sequitur*, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by ATTORNEYS and agents acting on ATTORNEYS' behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

3.27 It is expressly understood that ATTORNEYS have no authority to settle or otherwise compromise the position of CLIENT or any of its officers. CLIENT retains all authority to settle the case.

3.28 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

3.29 If any provision or language of this Agreement is held in whole or in part to be unenforceable, void, or invalid for any reason by a court of competent jurisdiction, then such provision or language will be deleted or modified to reflect the parties' intention and to make the remaining provisions and language enforceable to the fullest extent. It is the parties' intention that the suit against Defendants shall continue regardless of whether any single part of this Agreement is unenforceable, void or invalid. This Agreement is under Texas law only and shall be interpreted accordingly. Any claims and/or disputes under this Agreement shall be brought in a court of competent jurisdiction in Travis County, Texas only.

IV. Required Recitals

4.01 This Agreement is not effective and enforceable until review and approval by the Office of the Attorney General for the State of Texas.

4.02 ATTORNEYS must and shall keep complete written time and expense records that describe in detail the time and money spent each day in performing the contract (this Agreement) as required by Section 2254.104(a) of the Texas Government Code.

4.03 ATTORNEYS shall permit CLIENT or CLIENT's attorney or CLIENT's governing body or other governing officials, the Attorney General for the State of Texas, the State Auditor, or any other appropriate official, to inspect or obtain copies of the time and expense records kept in accordance with Section 3.02, at any time on request, as required by Section 2254.104(b) of the Texas Government Code. Upon request, ATTORNEYS shall provide CLIENT interim statements that describe the job-to-date time and expense records of ATTORNEYS, plus the expenses that are subject to reimbursement.

4.04 Upon conclusion of any matter for which ATTORNEYS were retained, ATTORNEYS shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows ATTORNEYS' computation of the amount of the contingent fee, and contains the final complete time and expense records required by Section 2254.104(c) of the Texas Government Code. The complete written statement required under this section is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requester under that chapter under Section 552.103 or any other exception from required disclosure.

4.05 All time and expense records required by Section 3.02 are public information subject to required disclosure under Chapter 552 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer or employee of CLIENT determines that withholding the information is necessary to protect the CLIENT'S strategy or position in pending or reasonably anticipated litigation. If any information is withheld from public disclosure in accordance with this subsection, CLIENT shall segregate said information from information that is subject to required public disclosure.

4.06 Once approved under Section 2254.1036 Texas Government Code, this contract is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requestor under Section 552.103 or any other exception from required disclosure.

4.07 The amount recovered for purposes of the contingent fee computation is the amount obtained before expenses are deducted.

4.08 Any subcontracted legal or support services performed by a person who is not ATTORNEYS or a partner, shareholder, or employee of ATTORNEYS is an expense subject to reimbursement only after receiving written permission from CLIENT and only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.

4.09. No fee payment or expense reimbursement to ATTORNEYS shall occur until the provisions of Texas Government Code § 2254.108 are met. Prior to the payment of fees or expenses, as more fully described in Texas Government Code § 2254.108, the political subdivision must review the appropriate documents, determine whether the expenses were reasonable, proper, necessary, actually incurred on behalf of the political subdivision, and paid for by ATTORNEYS and verify that the hours of work on which the fee computation is based were actually worked in performing reasonable and necessary services for the political subdivision under this contract.

4.10. Pursuant to Section 81.079 of the Texas Government Code, we provide the following notification and information to CLIENT: “The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar’s Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.”

AGREED:

CLIENT:

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Alicia Sebastian, Board of Trustees President

Date: _____

ATTORNEYS:

THOMPSON & HORTON, LLP

Authorized Individual

Date: _____

EILAND & BONNIN, PC

Craig Eiland, Senior Counsel

Date: _____

O'HANLON, DEMERATH & CASTILLO, PC

Justin B. Demerath, Senior Counsel

Date: _____

ATTACHMENT A

Rate Schedule for Named and Unnamed Persons in the Agreement
is the allowable statutory maximum or less.

Rate Schedule

David Thompson, Senior Counsel:	\$1000/hour
Philip D. Fraissinet, Senior Counsel:	\$1000/hour
Chris Gilbert, Senior Counsel:	\$1000/hour
Kathryn E. Long, Senior Counsel:	\$1000/hour
David Campbell, Senior Counsel:	\$1000/hour
Craig Eiland, Senior Counsel:	\$1000/hour
David Bonnin, Senior Counsel:	\$1000/hour
Kevin O'Hanlon, Senior Counsel:	\$1000/hour
Justin B. Demerath, Senior Counsel:	\$1000/hour
Ben Castillo, Senior Counsel:	\$1000/hour
All other Senior Counsel:	\$1000/hour
All other Senior Associates:	\$750/hour
All other Associates:	\$500/hour
All Paralegals:	\$250/hour

ATTACHMENT B

The following is a schedule of publicly available documents that are incorporated herein by reference. Such documents have been accessed and reviewed by CLIENT at the following link: <https://tinyurl.com/4jumrepu> prior to CLIENT signing this Agreement.

Incorporated Documents:

School District Master Complaint:	MDL ECF 729
Order Appointing Court Appointed Leadership for Plaintiffs	MDL ECF 75
Order Appointing School District Court Appointed Leadership	MDL ECF 451
Revised Order Appointing “Court Appointed Leadership for Plaintiffs”	MDL ECF 82
MDL Common Benefit Order	MDL ECF 190
Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss the School District and Local Government Entities’ Master Complaint	MDL ECF 1267
Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss the School District and Local Government Entities’ Master Complaint [allowing School Districts’ public nuisance Claims to proceed in a majority of states]	MDL ECF 1332

ATTACHMENT C

SAMPLE SETTLEMENT STATEMENT ILLUSTRATION⁷

FOR EXAMPLE ONLY - ACTUAL FINAL VALUES (if any) WILL VARY

TEXAS ISD VS. SOCIAL MEDIA COMPANIES

GROSS RECOVERY:	\$ 100,000.00
TOTAL ATTORNEY'S FEES 30%	\$ - 30,000.00 ⁸
TOTAL ATTORNEYS FEES DIVIDIED AMONG FIRMS AS FOLLOWS:	
COURT APPOINTED LEADERSHIP FOR PLAINTIFFS FEES also known as Common Benefit Fees (8% of the gross recovery)	
	\$ 8,000.00 ⁹
THOMPSON & HORTON FEES (10% of fees after common benefit)	\$ 2,200.00
EILAND FEES (45% of fees after common benefit fee deduction)	\$ 9,900.00
DEMERATH FEES (45% of fees after common benefit fee deduction)	\$ 9,900.00
TOTAL EXPENSES	\$- 4,000.00
TOTAL EXPENSES BROKEN DOWN AS FOLLOWS:	
EILAND, DEMERATH, T&H REIMBURSABLE EXPENSES:	\$ 1,800.00
EILAND, DEMERATH, T&H SHARED EXPENSES (Pro Rata):	\$ 200.00
MDL COURT APPOINTED LEADERSHIP FOR PLAINTIFFS (2% of Gross recovery)	\$ 2,000.00 ¹⁰ :
ISD NET RECOVERY:	<u>\$ 66,000.00</u>

⁷ At the end of any contingent fee case, a settlement statement is generated by ATTORNEYS for CLIENT to account for the financial aspects of the case. This example is NOT intended as a representation of what the ultimate outcome of the case will be, but rather is furnished for the sole purpose of illustrating how the attorneys' fee and expense provisions of this contract are intended to function to aid in the Client's understanding.

⁸ For simplicity and illustration, this model assumes that the fee cap outlined in paragraph 3.03 did not occur; that is to say the base fee times four was more than 30% of the total recovery. In a scenario where the attorneys' fees are capped, the total attorneys' fees would be reduced to the capped amount and under no circumstances would the total attorneys' fees exceed the capped amount.

⁹ This model assumes the Common Benefit Fees for the Court Appointed Leadership for Plaintiffs are not adjusted in the future by the Courts. In the event Common Benefit Fees are adjusted in the future, the total attorneys' fees will not change, but rather the law firms' shares of fees will be adjusted.

¹⁰ This model assumes the Common Benefit Expenses for the Court Appointed Leadership for Plaintiffs are not adjusted in the future by the Courts.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Discussion and Action to Approve Revisions to Local Board Policies

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Toni Thompson, Chief of Staff and District Operations

PRESENTER: Toni Thompson, Chief of Staff and District Operations
 Julissa Herrera, Executive Director, Policies, Procedures and Public Information

MEETING DATE: April 6, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the revisions to the following board policies, which were reviewed by the Policy Review Ad Hoc Committee and are being recommended for approval.

	Policy Code	Topic: Subtopic	Revision Highlights
1	CH	Purchasing Acquisition	Added provisions regarding debarment and directing reader to see administrative regulations for specific information.
2	CV	Facilities Construction	Added provisions regarding debarment and directing reader to see administrative regulations for specific information.
3	DEC	Compensation And Benefits: Leaves And Absences	Provisions expand reasons for FMLA-eligible employee to elect to not use paid/accrued leave while on FMLA.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the revisions to the local board policies as written.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

Improve Reading and Writing Outcomes for all Students - We will increase the percentage of all students who score at Meets Grade Level on an ELA/SLA assessment from 39% in August 2023 to 50% in August 2027.

- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in August 2025 to 50% in August 2030, and All Students from 27% in August 2025 to 50% in August 2030.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of annual graduates 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 2023 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.

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, except for contracts related to the cybersecurity posture for the District, any single, budgeted purchase of goods or services that costs \$250,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

The Board delegates to the Superintendent the authority to approve all contracts related to the cybersecurity posture for the District pursuant to and in accordance with all federal and state procurement laws. The Superintendent shall, subsequently, report all approved contracts to the Board for their information.

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

Exception for
Emergency
Contracts

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

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

Purchasing
Procedures

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

Purchasing Method

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

Competitive Bidding

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be submitted in sealed envelopes, plainly marked with the name of the bidder and the time of opening, or shall be submitted electronically using a system that ensures the identification, security, and confidentiality of such bids and ensures that such bids remain

effectively unopened until the proper time. The Superintendent shall ensure that any electronic system used for the submission of bids meets the security requirements. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered. Where competitive bids are not required by law, the Board shall accept the bid(s) it deems to be the best value for the District.

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

**Purchasing
Contracts**

Each District contract shall be procured by an appropriate competitive process when the contract is valued at \$100,000 or more in the aggregate for each 12-month period, except when prohibited by law, when the purchase is for a sole-source item(s) and/or service(s), or when the District is procuring the following professional services:

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

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

Delegation

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

Permissive Bids

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

**Request for
Proposals**

If request for proposals is chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposer and the time of opening. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time for opening. Changes in the content of a proposal,

and in prices, may be negotiated after proposals are opened. Where request for proposals is not required by law, the Board shall accept the proposal(s) it deems to be the best value for the District.

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

Sole Source

For purposes of this policy, a “sole-source purchase” is a purchase available from only one source. [See CH(LEGAL)]

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted Board policy and current administrative procedures. The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts.

Agents for the District

The District shall not be responsible nor liable for the payment of any commission, fee, or compensation to any broker, agent, or representative who undertakes to perform services for the District, in the absence of a written agreement to do so.

Indemnification — Contracts / Professional Services

No District employee, except as set forth herein, shall be authorized to bind the District or any department or campus of the District to indemnification and/or hold harmless agreements for the benefit of any outside party in any contract signed on behalf of the District, department, and/or campus, unless otherwise specifically approved by the Board; however, the Superintendent is authorized to bind the District to indemnification and/or hold harmless agreements if necessary to secure the use of facilities during athletic playoff seasons.

Purchase Commitments

All purchase commitments shall be made by the Superintendent on a properly drawn and issued purchase order, in accordance with administrative procedures.

Personal Purchases

District employees shall not be permitted to purchase supplies or equipment for personal use through the District’s business office.

Small, Women, and Minority Business Enterprises Program

In an effort to remedy past disparities in contracting, the District shall provide a reasonable opportunity for the participation of small, women, and minority business enterprises in the procurement process through its Small, Women, and Minority Business Enterprises Program. The program is not limited to small, women, and minority business enterprises, but may include veteran, disabled, and other socially or economically disadvantaged businesses, all hereinafter collectively referred to as “SWMBEs” or “SWMBE”. The Superintendent shall develop administrative

procedures and mechanisms to further the District's program goals.

- Goal The goal of this program is to increase participation by certified and qualified SWMBEs in the District's competitive procurement of goods and services, including facilities construction. [See CV(LOCAL)] Under this policy, the goal is for SWMBEs to participate in at least 20 percent of the total dollar value of contracts competitively procured. The Superintendent shall prepare and present quarterly written reports to the Board on the activities and results of the efforts to meet this goal or as otherwise directed by the Board.
- Good Faith Effort The District aims to narrowly tailor its objective to promote and increase SWMBE participation by allowing contractors to waive the District's aspirational goal and receive some SWMBE-related merit if the District finds the contractor has shown a good faith effort in trying to secure SWMBE subcontractors. The Superintendent shall institute administrative procedures on how to determine and evaluate a good faith effort.
- Advisory Committee The Board may appoint a SWMBE advisory committee composed of seven persons. The advisory committee may include, but not be limited to, members or representatives of the SWMBE business community, members of advocacy organizations for the socially or economically disadvantaged, and other members of the business community who are knowledgeable in state and federal competitive procurement processes. The advisory committee shall:
1. Have the ability to review the District's SWMBE results and make advisory recommendations to the Board on how to improve the results;
 2. Act as an intermediary between the District and SWMBEs by advising the District of SWMBE feedback and concerns; and
 3. Be able to review administrative procurement procedures and make advisory recommendations on how they may be changed to expand SWMBE involvement in the procurement process.
- Certification Only certified SWMBEs participating in the District's competitive procurement of goods and services may be counted toward the District's goal. Qualified SWMBEs may be identified through certification agencies such as the:
1. South Central Texas Regional Certification Agency;
 2. National Minority Supplier Development Council;

3. U.S. Small Business Administration;
4. Women's Business Enterprise National Council;
5. National Women Business Owners Corporation; or
6. Other organizations as determined by the Superintendent.

Sunset Provision

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

Debarment

For purposes of protecting public funds and the District's interests, the District may debar a vendor, for cause and for a fixed period of time, from the opportunity to be considered for District procurement solicitations or to be considered for any agreement with the District. The District will provide the vendor with notice of the proposed debarment and an opportunity to respond before a decision is made. A decision to debar may be to appealed pursuant to board policy GF. The Superintendent shall develop administrative regulations on debarment.

**Small, Women, and
Minority Business
Enterprises**

Vendor
Responsibility

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

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

Good Faith Efforts

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

Performance

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

Participation Goal

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

**Compliance with
Law**

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

**Construction
Contracts**

The Board delegates to the Superintendent or designee the authority to determine the appropriate project delivery/contract award method for construction that provides the best value to the District. At the Board meeting wherein a construction contract is recommended to the Board for approval, the Superintendent shall report to the Board the project delivery/contract award method determined by the Superintendent or designee as providing the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$250,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

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

Change Orders

The Board delegates to the Superintendent or designee the authority to approve a change order up to \$250,000 or 25 percent of the contract, whichever is less. Other change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility. The Superintendent shall report monthly to the Board all change orders approved under the Superintendent's authority.

Project Administration

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

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

Final Payment

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

Debarment

For purposes of protecting public funds and the District's interests, the District may debar a vendor, for cause and for a fixed period of time, from the opportunity to be considered for District procurement solicitations or to be considered for any agreement with the District. The District will provide the vendor with notice of the proposed debarment and an opportunity to respond before a decision is made. A decision to debar may be to appealed pursuant to board policy GF. The Superintendent shall develop administrative regulations on debarment.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Leave
Administration**

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

Definitions

The term "immediate family" is defined as:

Immediate Family

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

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

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

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

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Daily Rate of Pay

The "daily rate" of a contract employee, including a teacher, school counselor, or librarian, shall be computed by dividing the employee's annual salary by the number of duty days in the employee's contract year.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization

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

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

Availability

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

**State Leave
Proration**

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

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

Medical Certification

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

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

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

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

**Nondiscretionary
Use**

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

Nondiscretionary use of leave is when leave is used for the employee's own illness; leave used for illness in the employee's immediate family; leave used for emergencies; leave used for a death in the employee's immediate family; or leave used when

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

situations, occurrences, or incidents prevent the employee from reporting for work.

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

Discretionary Use

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

Absent extenuating circumstances and/or in accordance with administrative regulations, discretionary leave shall not be approved on the following days for campus-based and instructionally-related personnel:

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

All other employees may use discretionary leave on these workdays only with the approval of the supervisor. The use of discretionary leave by any employee in a manner that negatively impacts the students or mission of the District may be addressed through the District's disciplinary procedures.

Discretionary use of state personal leave shall not exceed three consecutive workdays during the instructional year. Any approval of extended use of discretionary leave outside the instructional year will be in accordance with administrative regulations.

Local Leave

Each employee may earn up to five paid local leave days per school year. Each employee in a position that exceeds 194 days may earn up to two additional paid local leave days per school year.

Local leave shall accumulate without limit.

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Bereavement
(Funeral) Leave**

In accordance with administrative regulations, the District shall grant three days of paid bereavement leave. Use of leave for a death in the immediate family, as defined in this policy, shall not exceed 10 days per occurrence. The employee shall furnish evidence of the familial relationship in accordance with administrative regulations.

Sick Leave Bank

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

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

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

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with the District's sick leave bank administrative procedures.

Mental Health Leave

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

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

1. Circumstances or reasons under which an eligible employee may use mental health leave;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

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

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

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

Line of Duty Illness or Injury Leave of Absence

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

Family and Medical Leave

The District shall make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.

Concurrent Use of Paid Leave

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

Exception

An FMLA-eligible employee shall notify the appropriate administrator if they choose not to use paid leave concurrently with FMLA leave ~~for an absence related to pregnancy or the birth or adoption of child.~~

Twelve-Month Period

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

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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	total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative procedures, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification in accordance with Chapter 21 of the Education Code and by the State Board for Educator Certification shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p> <hr/>
	An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.
Paid Leave Offset	The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

COMPENSATION AND BENEFITS
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**Other Employment
While on Leave**

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

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

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

Court Appearances

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

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

**Payment for
Accumulated Leave
Upon Separation**

The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.

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

1. If retiring, the employee must be eligible for retirement under applicable Texas Teacher Retirement System (TRS) guidelines;
2. If resigning, the employee must have 10 years of consecutive service with the District immediately preceding the resignation;
3. The employee must be a full-time employee, as defined by District policy;
4. The employee shall be employed through the last workday as established by the calendar for the current year; and
5. The employee provides advance written notice of intent to separate from employment. Employees must provide written

COMPENSATION AND BENEFITS
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notice of their resignation to the human resources department no later than April 15 or the next business day if it falls on a weekend.

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

Absence Control Policy

Abuse of Leave

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

Absence without leave means any of the following conditions:

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

Tardiness

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

Unauthorized Absence

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

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

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

COMPENSATION AND BENEFITS
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(LOCAL)

- Sanctions for Abuse** All employee leave shall be provided for the specific purpose stipulated in this policy and is not intended to be used as a vacation, or for mere convenience. Except for discretionary use of state personal leave, documentation may be required for any chronic absences as determined by the Superintendent or designee. Abuse of the employee leave program and/or excessive absenteeism is a violation of District policy and may result in disciplinary action up to and including loss of pay, suspension, demotion, or termination of employment, in accordance with appropriate District policies. [See DCD and DF series]
- Expiration of Available Leave** Upon the expiration of all leave for which an employee has applied and is eligible, the District shall notify the employee in writing that his or her leave has expired if the employee has not already returned to work.
- An employee shall have 10 workdays within which to apply for any leave for which the employee may be eligible or to notify the District in writing that the employee is ready, willing, and able to return to work. A medical clearance showing that the employee is physically able to perform the essential functions of his or her positions, with reasonable accommodations if necessary, shall be required to return to work. Additionally, some jobs shall require the employee to submit to a fitness-for-duty evaluation paid for by the District wherein the employee must demonstrate the ability to meet all of the essential functions of his or her job.
- An at-will employee who does not receive approval of such additional leave and who does not report and document his or her availability and fitness to return to work within the 10-workday period shall be deemed to have voluntarily resigned his or her employment with the District, effective immediately upon the expiration of the 10-workday period designated in such notice, and shall be offered health benefits according to COBRA. [See CRD]
- An at-will employee who fails to return to work after exhausting all available leave, regardless of the type of leave, shall be deemed to have voluntarily resigned his or her employment with the District, and shall be offered health benefits according to COBRA.
- A contract employee's failure to receive approval of such additional leave and his or her subsequent failure to report and document his or her availability and fitness to return to work, within the 10-workday period, shall be considered good cause for termination. A contract employee's failure to return to work after exhausting all available leave, regardless of the type of leave, shall be considered good cause for termination. For termination procedures and rights of contract employees, see DCE and DF series.

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of First Amendment to Commercial Lease – Change of Landlord Name (102 Jon Ann, Suite 108, San Antonio, TX)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Zachary Flores, Director, Capital Development

MEETING DATE: April 6, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the First Amendment to Commercial Lease (Change of Landlord Name) for the premises located at 102 Jon Ann, Suite 108, San Antonio, Bexar County, Texas. The original Commercial Lease Agreement (TAR-2101) was executed on August 15, 2019, between San Antonio Independent School District (“Tenant”) and the prior landlord, James Poole.

The Premises was subsequently sold and ownership transferred to Truck and Trailer Storage, LLC (“New Landlord”). This First Amendment updates the Landlord name in the Lease to reflect the current ownership. The amendment makes no changes to rent, lease term, or any other economic or operational terms of the original Lease. SAISD maintains a flat lease rate throughout the entire term through 10/31/2029. Board approval is required to authorize execution of this Amendment so that SAISD may direct rental payments to the correct landlord of record. The amendment is included in the agenda packet.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the First Amendment to Commercial Lease (Change of Landlord Name) for the premises located at 102 Jon Ann, Suite 108, San Antonio, Texas, substituting Truck and Trailer Storage, LLC as Landlord in place of the prior landlord, James Poole, with all other terms of the original Lease dated August 15, 2019 – October 31, 2029, remaining unchanged.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

\$23,460 for 2026 rent payments. The Lease rate remains flat per the original Lease Agreement dated August 15, 2019. This Amendment solely reflects the change in Landlord name/ownership and does not modify any financial terms.

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

Improve Reading and Writing Outcomes for all Students - We will increase the percentage of all students who score at Meets Grade Level on an ELA/SLA assessment from 39% in August 2023 to 50% in August 2027.

- ☒ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in August 2025 to 50% in August 2030, and All Students from 27% in August 2025 to 50% in August 2030.
- ☒ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of annual graduates 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 2023 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.

FIRST AMENDMENT TO COMMERCIAL LEASE
(CHANGE OF LANDLORD NAME)

This First Amendment to Commercial Lease (this "Amendment") is made and entered into as of 2/18, 2026 (the "Effective Date"), by and between TRUCK AND TRAILER STORAGE, LLC ("New Landlord"), and SAN ANTONIO INDEPENDENT SCHOOL DISTRICT ("Tenant"). For acknowledgment only, the undersigned prior landlord may also execute this Amendment.

1. Recitals.

A. Tenant and the prior landlord named in the Lease (James Poole) entered into that certain Commercial Lease Agreement (TAR-2101) and related attachments/addenda (collectively, the "Lease") for the leased premises located at 102 Jon Ann, City of San Antonio, Bexar County, Texas, Suite 108 (the "Premises").

B. New Landlord is the current owner of the Premises and desires to be reflected in the Lease as "Landlord" for administrative and invoicing purposes.

C. Tenant desires that this Amendment be limited to updating the Landlord name/ownership information only, and that all other terms of the Lease remain unchanged.

2. Landlord name replaced; successor landlord.

Effective as of the Effective Date:

A. The term "Landlord" in the Lease is hereby amended and restated to mean: Truck and Trailer Storage, LLC.

B. New Landlord is substituted for the prior landlord for all purposes under the Lease, and New Landlord shall have all rights and remedies of "Landlord" under the Lease and shall be responsible for all duties and obligations of "Landlord" under the Lease arising on and after the Effective Date.

3. No other changes.

Except as expressly set forth in this Amendment, all terms, covenants, conditions, rent, additional rent (if any), operating expense/NNN provisions (if any), and all other provisions of the Lease remain unmodified, in full force and effect. Without limiting the foregoing, this Amendment does not increase rent and does not modify any net/NNN structure, operating expense reimbursement, or other economic terms.

4. Authority.

Each person signing this Amendment represents and warrants that they have full authority to bind the party on whose behalf they sign.

5. Ratification.

The Lease, as amended by this Amendment, is ratified and confirmed and remains in full force and effect.

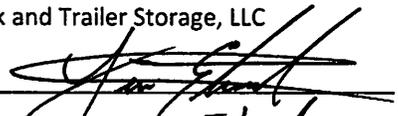
6. Counterparts.

This Amendment may be executed in counterparts (including PDF/electronic signatures), each of which is deemed an original, and all of which together constitute one instrument.

SIGNATURES

NEW LANDLORD:

Truck and Trailer Storage, LLC

By: 
Name: Luis Estrada
Title: Managing Member
Date: 02/18/2020

TENANT:

San Antonio Independent School District

By: _____
Name: _____
Title: _____
Date: _____

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Ratification of the Commercial Lease between the SAISD and James E. Poole, located at 102 Jon Ann, Suite 201, San Antonio, Texas, 78201, Legally Described as New City Block 6615 Block 1, West Portion of Irregular 102.59 Feet of Lot 21 and West Irregular 113.3 Feet of Lot 22, City of San Antonio, Bexar County, Texas

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Willie Burroughs, Chief Operations Officer

PRESENTER: Daniel Loudenback, Executive Director for Fine Arts
 Kamal ElHabr, Associate Superintendent, Construction & Development

MEETING DATE: September 9, 2019

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to ratify the commercial lease which provides a workshop for the Fine Arts Band Repair Department. Due to the sale of the property at 1103 N. Austin street, the department must move by November 17, 2019. The lease is for \$1,955 per month, fully gross (meaning all the expenses are included in the monthly rent) and it is fixed during a term of ten years. In the context of office and warehouse leases, the terms are very favorable for the District. The landlord is paying for all final touches (electrical, painting, etc.) to prepare the space for the repair department. The department may move in immediately and the first month's rent will not be due until November 1, 2019.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board ratify the lease of property as described in the Commercial Lease to James Poole.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

The lease amount \$1,955.00, will be paid out of the Fine Arts budget.

IV. 2019-2020 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)

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



Reporting Products

Log Off

7/14/2021
1:17:43 PM



Change Responsibilities

Main Menu

Finance Inquiry Menu

My Menu

Transactions

WFN5795

Return

Local Print

Job Name:

Printer ID: U001

Remote Print

=====> END OF LIST

File ID: C Account Code: 199 81 6269 95 935 1 99 8 58

Report Type: Detail Selection Option: Both Accounting Period: 06 Start:

Find

Retrieve

COM-BAND REPAIR JON ANN				Appropriation	Encumbrance	Expenditure	Balance
Beginning Balance ----->				.00	.00	.00	.00
GJ-BFN930	07-1201751169462	06/23/20	OPENING ENTRY	23,460.00-			
PO-251586	07-1200723082211	07/23/20	POOLE, JAMES E.		23,460.00		
CK-A18895	07-0012102025003	07/30/20	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A18932	08-0012181132069	08/07/20	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-402667	09-0012471536302	09/04/20	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A19222	09-0012661206221	09/25/20	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A19581	11-0013091656269	11/06/20	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A19756	11-0013231620343	11/20/20	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A19946	12-0013431126073	12/11/20	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A20410	01-0010262132264	01/29/21	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A20596	02-0010401054431	02/12/21	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A20940	03-0010831521155	03/26/21	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A21173	04-0011041051398	04/16/21	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
CK-A21696	05-0011461335463	05/28/21	PO-251586 POOLE, JAMES E.		1,955.00-	1,955.00	
Totals ----->				23,460.00-	.00	23,460.00	.00

ADDENDUM TO COMMERCIAL LEASE
Between
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
And
JAMES POOLE

This Addendum ("Addendum") modifies the Commercial Lease ("Lease"), of even date, between James Poole ("Landlord") and the San Antonio Independent School District ("Tenant") for the lease of Suite D, 102 Jon Ann, City of San Antonio, Bexar County, Texas, as more specifically described in the Lease ("Property"). The provisions set forth in this Addendum are incorporated into the Lease and prevail over any conflicting terms in the Lease or other addenda to the Lease.

1. Landlord hereby represents that he has all authority and rights to lease the Property to Tenant under the terms set forth in the Lease.

2. Tenant is a political subdivision of the State of Texas and, under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Accordingly, the Lease will not be construed to be a waiver of the sovereign immunity or a prospective waiver or restriction of any of the rights, remedies, claims and privileges to which Tenant is entitled under the Constitution and laws of the State of Texas.

3. An indemnity obligation in the Lease to be undertaken by Tenant will only be enforceable to the extent permitted by Texas law and to the extent sufficient funds are appropriated by Tenant's governing body to undertake said indemnity.

4. Tenant may terminate the Lease if Tenant's governing body does not appropriate sufficient funding to meet Tenant's financial obligations under the Lease. In such event, Tenant will give Landlord at least thirty days' advance notice and the effective day of termination will be at the end of Tenant's fiscal year for which sufficient funding was last appropriated.

5. Tenant's applicable grievance policy applies to any dispute by Landlord arising out of or relating to the Lease.

James Poole:

By: James E. Poole Aug 20, 2019
Date

James E. Poole
Property Owner

San Antonio Independent School District:

By: [Signature] 8-28-2019
Date

Pedro Martinez, Superintendent of Schools



COMMERCIAL LEASE

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7.	Utilities	4	<input checked="" type="checkbox"/>	Commercial Lease Addendum for Broker's Fee (TXR-2102)	
8.	Insurance	5	<input type="checkbox"/>	Commercial Lease Addendum for Expense Reimbursement (TXR-2103)	
9.	Use and Hours	6	<input type="checkbox"/>	Commercial Lease Addendum for Extension Option (TXR-2104)	
10.	Legal Compliance	6	<input type="checkbox"/>	Commercial Lease Addendum for Percentage Rent (TXR-2106)	
11.	Signs	6	<input type="checkbox"/>	Commercial Lease Addendum for Parking (TXR-2107)	
12.	Access By Landlord	7	<input checked="" type="checkbox"/>	Commercial Landlord's Rules and Regulations (TXR-2108)	
13.	Move-In Condition	7	<input type="checkbox"/>	Commercial Lease Guaranty (TXR-2109)	
14.	Move-Out Condition	7	<input type="checkbox"/>	Commercial Lease Addendum for Right of First Refusal (TXR-2105)	
15.	Maintenance and Repairs		<input type="checkbox"/>	Commercial Lease Addendum for Optional Space (TXR-2110)	
	A. Cleaning	7	<input checked="" type="checkbox"/>	Commercial Lease Addendum for Construction (TXR-2111) or (TXR-2112)	
	B. Conditions Caused by a Party	8	<input type="checkbox"/>	Commercial Lease Addendum for Contingencies (TXR-2119)	
	C. Repair & Maintenance Responsibility <input type="checkbox"/>	8	<input checked="" type="checkbox"/>	SAISD Addendum	
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ADDENDA & EXHIBITS (check all that apply)

- Exhibit A
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- Commercial Lease Addendum for Broker's Fee (TXR-2102)
- Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- Commercial Lease Addendum for Extension Option (TXR-2104)
- Commercial Lease Addendum for Percentage Rent (TXR-2106)
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- SAISD Addendum
-
-
- Information About Brokerage Services (TXR-2501)

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: JEF, 6-28-14 and Tenant: MA, 6-28-14

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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: James Poole ; and

Tenant: San Antonio Independent School District

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

[X] (1) Multiple-Tenant Property: Suite or Unit Number 108 containing approximately square feet of rentable area in (project name) at 102 JON ANN Suite 108 (address) in San Antonio (city), Bexar (county), Texas, which is legally described on attached Exhibit or as follows: NCB 6615 BLK 1 LOT W IRR 102.59 FT OF 21 & W IRR 113.13 FT OF 22

[] (2) Single-Tenant Property: The real property containing approximately square feet of rentable area at: (address) in (city), (county), Texas, which is legally described on attached Exhibit or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area [] will [X] will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 122 months and 15 days, commencing on August 15, 2019 (Commencement Date) and ending on October 31, 2029 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
08/15/2019	10/31/2019	/ rsf / month	/ rsf / year	\$0.00
11/01/2019	10/31/2029	/ rsf / month	/ rsf / year	\$1955
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (3) Commercial Lease Addendum for Parking (TXR-2107)
- (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before November 1, 2019

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: James Poole

Address: 6534 PEMMONT

SAN ANTONIO, TX 78240

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. **Returned Checks:** Tenant will pay \$ 75.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ N/A to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

- C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)
- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)
- (a) \$1,000,000; or
- (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- (3) business interruption insurance sufficient to pay 12 months of rent payments;
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: School District operations and Maintenance
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): Monday thru Friday 7:00 am to 7:00 pm. Saturday 7:00 am to 12:00 pm

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. **Repairs of Conditions Caused by a Party:** Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. **Repair and Maintenance Responsibility:** Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fire sprinkler systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(8) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Electrical systems, mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Ballast and lamp replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(13) HVAC system replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Signs and lighting:			
(a) Pylon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Facia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Monument	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Fences and Gates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(21)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. **Repair Persons:** Repairs must be completed by trained, qualified, and insured repair persons.

(TXR-2101) 4-1-14 Initialed for Identification by Landlord: JEP, 8-28-19, and Tenant: [Signature], 8-28-19 Page 8 of 15

- E. **HVAC Service Contract:** If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. **LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

health or safety of an ordinary person, except: _____

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: Belmares Properties, LLC
Agent: Salvador Belmares
Address: 10918 VANCE JACKSON
San Antonio, TX 78230
Phone & Fax: (210)877-0815 (210)877-0835
E-mail: sal@belmaresproperties.com
License No.: 0437728

Cooperating Broker: Transwestern Property Company SW GP, LLC DBA Transwestern
Agent: Brad Kaufman
Address: 8200 IH-10 WEST Suite 800
San Antonio, TX 78230
Phone & Fax: (210)253-2922
E-mail: brad.kaufman@transwestern.com
License No.: 466196

Principal Broker: (Check only one box)
 represents Landlord only.
 represents Tenant only.
 is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Principal Broker and:
 Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Cooperating Broker and:
 Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: James Poole
Address: 6534 PEMMONT SAN ANTONIO, TX 78240

Commercial Lease concerning: San Antonio, TX 78201

Phone: (210)422-7114 Fax: _____

and a copy to: Belmares Properties, LLC

Address: 10918 VANCE JACKSON #210SAN ANTONIO, TX 78230

Phone: (210)877-0815 Fax: (210)877-0835

Landlord also consents to receive notices by e-mail at: jimpoole46@gmail.com

Tenant at the leased premises,
and a copy to: _____

Address: _____

Phone: _____ Fax: _____

Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

1. This Lease shall be executed simultaneously with the addendum to commercial Lease between San Antonio Independent School District and James Poole.

2. Landlord agrees to the five (5) provisions in the Addendum to Commercial Lease between San Antonio Independent School District and James Poole, but amends provision number four (4) as follows: If TENANT elects to terminate this Lease for nonappropriation, TENANT shall, subject to applicable law and appropriation and upon the effective date of termination, pay to LANDLORD the prorata balance of all remaining unpaid initial Commission Costs incurred by LANDLORD as shown in Exhibit "A".

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: James Poole

Tenant: San Antonio Independent School District

By: _____

By: _____

By (signature): James E Poole

By (signature): KL

Printed Name: JAMES E. POOLE

Printed Name: Pedro Martinez

Title: OWNER Date: 11 August 2019

Title: Superintendent Date: 8.28.2019

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____



COMMERCIAL LANDLORD'S RULES AND REGULATIONS

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REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 102 JON ANN Suite 108, San Antonio, TX 78201

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.
- B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
- C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TXR-2108) 1-26-10

Initialed for Identification by Landlord: JEP, 8-28-19, and Tenant: [Signature], 8-28-19

Page 1 of 2

Landlord's Rules and Regulations concerning 102 JON ANN Suite 108, San Antonio, TX 78201

- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.
- P. Other:



COMMERCIAL LEASE ADDENDUM FOR BROKER'S FEE

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED LANDLORD AND TENANT CONCERNING THE LEASED PREMISES AT 102 JON ANN Suite 108, San Antonio, TX 78201

A. Leasing Fees: All leasing fees are earned when the above referenced lease is executed.

(1) BELMARES PROPERTIES, LCC will pay Principal Broker a leasing fee calculated and payable as follows:

- (a) % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.
(b) % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows:
(c)

(2) James Poole will pay Cooperating Broker a leasing fee calculated and payable as follows:

- (a) % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.
(b) 4.000 % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: 50% of the total commission is due November 1, 2019 and the remaining 50% of the total commission is due on July 1, 2020
(c)

B. Renewal and Expansion Fees: If Landlord and Tenant subsequently renew, extend, or expand the lease, including a new lease for more, less, or different space in the Property or in any other property owned, controlled, or managed by Landlord, the brokers will be paid the fees set forth below. The fees will be earned and payable when the extension, renewal, expansion, or new lease is executed or commences, whichever is earlier.

(1) will pay Principal Broker a renewal fee of:

- (a) % of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

(b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

(c) _____

(2) _____ will pay Cooperating Broker a renewal fee of:

(a) _____ % of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

(b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

(c) _____

C. **Fees in the Event of a Sale:** If, during any time the lease is in effect or during any time Tenant occupies the leased premises, including any extension, renewal, or expansion, Tenant agrees to purchase the leased premises or Property by oral or written agreement or option, brokers will be paid the additional fees set forth below. The additional fees will be earned at the time Landlord and Tenant enter into an agreement for the sale, purchase, or option for the leased premises or Property, and are payable at the time the sale or purchase closes.

(1) _____ will pay Principal Broker an additional fee of:

(a) _____ % of the sales price for the purchase.

(b) _____

(2) _____ will pay Cooperating Broker an additional fee of:

(a) _____ % of the sales price for the purchase.

(b) _____

D. **County:** All fees under this addendum are payable in Bexar County, Texas.

E. **Attorney's Fees:** If Landlord, Tenant, or any broker is a prevailing party in any legal proceeding brought as a result of a dispute under this addendum or any transaction related to or contemplated by this addendum, such party will be entitled to recover from the non-prevailing parties all costs of such proceeding, prejudgment interest, and reasonable attorney's fees.

F. **Special Provisions:**

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

Landlord: James Poole

Tenant: San Antonio Independent School District

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: [Signature]
By (signature): _____
Printed Name: Pedro Martinez
Title: Superintendent

By: _____
By (signature): [Signature]
Printed Name: JAMES E POOLE
Title: OWNER

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Principal Broker:

Cooperating Broker:

Broker / Company Name: Belmares Properties, LLC

Broker / Company Name: Transwestern Property Company
SW GP, LLC DBA Transwestern

License No. 0497671

License No. 466196

By (signature): _____
Printed Name: _____
Title: _____ License No. _____

By (signature): _____
Printed Name: Leah Gallagher
Title: _____ License No. _____



COMMERCIAL LEASE CONSTRUCTION ADDENDUM
(Landlord to Complete Construction)

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 102 JON ANN Suite 108, San Antonio, TX 78201

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

A. On or before August 15, 2019, Landlord will substantially complete the improvements to the leased premises as described below.

(X) (1) Landlord will complete the following improvements:
Landlord shall close the current residential door connecting the neighboring tenant to the Premises with sheetrock.
Landlord to paint the new sheetrock at closed doorway to match the rest of the premises
Landlord shall install Tenant's provided 63" long x 40" wide x 34" high stainless-steel sink, with both hot and cold water. Tenant to coordinate delivery and specifications with Landlord for installation prior to commencement (see exhibit B)
Install one(1) new 240v/30amp electrical service sockets at the western wall of the new restroom, per (Location PDF) Exhibit B. Keep at least one (1) existing 240v/30amp plug on the northern wall of the premises. Landlord to coordinate plug face with prongs of Tenant machinery
Landlord to deliver an ADA accessible restroom, per (the Location PDF) Exhibit B, as relayed by Landlord on the tour.

() (2) On or before, Tenant will specify in a separate written notice to Landlord the improvements that Tenant desires Landlord to complete. If Landlord objects to any desired improvement, Tenant will promptly amend Tenant's notice to comply with Landlord's objections. Landlord will not unreasonably object to Tenant's desired improvements.

B. On or before N/A, Landlord will notify Tenant of the total cost to complete the improvements described in Paragraph A, including but not limited to costs of construction, permits, and plans. The total cost to complete the improvements may not exceed N/A (maximum cost). Landlord will pay ALL of the cost to complete the improvements and Tenant will pay the remainder. If the total cost to complete the improvements exceeds the maximum cost, the lease will terminate and have no further effect unless a party notifies the other party within N/A days after Landlord notifies Tenant of the cost to complete the improvements that it will pay the excess.

C. Unless otherwise agreed by the parties in writing, any amount required to be paid by Tenant under this addendum must be paid by Tenant to Landlord before construction of the improvements commences.

D. All construction required by this addendum will be performed by trained and qualified persons in a good workman-like manner and will comply with applicable building codes, local ordinances, governmental regulations, and statutes (e.g., ADA, Architectural Barriers). Landlord will obtain any required certificate of occupancy.

(TXR-2111) 4-1-18 Initialed for Identification by Landlord: JEP, MVB and Tenant: M, 8.28.19 Page 1 of 2

- E. Tenant may, at reasonable times during construction, inspect the construction of the improvements. Tenant may object to any deficiencies in the completion of the improvements by providing specific written notice to Landlord and Landlord will promptly cure the deficiencies. Upon completion of the improvements, Tenant will acknowledge in writing that the improvements have been completed and that Tenant accepts the leased premises for the purposes of the lease (*the Commercial Lease Acceptance Form (TXR-2113) may be used*).
- F. Paragraph 3B of the lease governs any delay in the commencement of the lease or occupancy by Tenant caused by the construction of the improvements.
- G. Special Provisions:

Landlord: James Poole

Tenant: San Antonio Independent School District

By: _____

By: _____

By (signature): *James E Poole*
Printed Name: JAMES E POOLE
Title: OWNER

By (signature): *[Signature]*
Printed Name: Pedro Martinez
Title: Superintendent

By: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By (signature): _____
Printed Name: _____
Title: _____

Exhibit "A"

Initial Costs

Estimated Leasing Commission

6.0% of the gross Rent over the initial lease term	\$14,076.00
--	-------------

Estimated Build-out Costs

\$0.00	\$00,00
--------	---------

Total Estimated Deal Costs

	\$14,076.00
--	-------------

If Tenant exercises its right to terminate under Section 2.02, unamortized costs will be calculated as follows:

Estimated deal cost (\$14,076.00) divided by the total number of months in the Initial Term of the Lease (120 months) = \$117.30 multiplied by the number of months remaining in the Initial Term of the Lease.

Exhibit "B"

EAST WALL

HANDICAP BATHROOM

220V OUTLET

STAIR DOWN

WASH BASIN

102 JON ANN
STE # 108

SOUTH WALL

220V OUTLET

NORTH WALL

OFFICE

WEST WALL

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Interlocal Cooperation Contract Between SAISD and The University of Texas at San Antonio (UTSA) for Transportation Services to the Summer Transportation Camp (STC)**

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

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent, School Leadership, Partnerships and Academics

PRESENTER: Dr. Johnny Vahalik, Assistant Superintendent

MEETING DATE: April 6, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve this Interlocal Cooperation Contract between SAISD and UTSA. The agreement will provide Sidney Lanier High School, Sam Houston High School, and Thomas Jefferson High School with transportation costs totaling \$2000 to offset the cost of transportation activities associated with the STC Camp.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Interlocal Cooperation Contract Agreement between the San Antonio Independent School District and The University of Texas at San Antonio.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the District.

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who score at Meets Grade Level on an ELA/SLA assessment from 39% in August 2023 to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in August 2025 to 50% in August 2030, and All Students from 27% in August 2025 to 50% in August 2030.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of annual graduates 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 2023 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.

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (this “Contract”) is entered into on June 1, 2026 (“Effective Date”) by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the Interlocal *Cooperation Act, Chapter 791, Texas Government Code*.

I. CONTRACTING AGENCIES

Receiving Agency: THE UNIVERSITY OF TEXAS AT SAN ANTONIO (“UTSA”), an agency of the State of Texas

Performing Agency: SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (“SAISD”), an agency of the State of Texas

II. STATEMENT OF SERVICE TO BE PERFORMED

Performing Agency will perform the following services (“Services”)

1. Transportation for the SAISD participants of the FREE Summer Transportation Camp (STC) from Monday, June 1st, 2026, to Friday, June 12th, 2026, as per the transportation schedules shown in Appendix A, B & C.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

SAISD will receive upon two thousand dollars (\$ 2,000), to offset the cost of transportation activities associated with the Summer Camp as follows:

- SAISD will receive \$800, to transport the students from and to SIDNEY LANIER HIGH SCHOOL as per Appendix A.
- SAISD will receive \$600, to transport the students from and to SAM HOUSTON HIGH SCHOOL as per Appendix B.
- SAISD will receive \$600, to transport the students from and to THOMAS JEFFERSON HIGH SCHOOL as per Appendix C.

IV. CONTRACT AMOUNT

The total amount of this Contract will not exceed: \$ 2000.00

V. PAYMENT OF SERVICES

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

VI. WARRANTIES

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65.31, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 11.1511, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. TERM OF CONTRACT

This Contract will begin on the Effective Date and will expire on June 30, 2026.

VIII. TERMINATION

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirtieth (30th) day period.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING AGENCY

PERFORMING AGENCY

San Antonio Independent School District
Name of Agency

The University of Texas at San Antonio
Name of Agency

Authorized Signature

Authorized Signature

Jaime Aquino
Printed Name

Printed Name

Superintendent
Title

Title

Date

Date

APPENDIX A. TRANSPORTATION SCHEDULE – SIDNEY LANIER HIGH SCHOOL

As of Dec 17, 2025

UTSA STEM CAMP - Bus Route from/to SIDNEY LANIER					
Drop-Off (AM)			Pick- UP (PM)		
	Time	Location		Time	Location
Sidney Lanier High School - Monday, June 1st to Thursday, June 4th, 2026 AND Tuesday, June 9th to Thursday, June 11th, 2026 (Activities at UTSA)					
1	8:50 am	LANIER H.S. – P/U Students	1	3:40 pm	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology – P/U Students
2	9:30 am	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology	2	4:20 pm	LANIER H.S. – D/O Students
3		End Route	3		End Route

Sidney Lanier High School - Friday, June 5th, 2026 - ALL DAY FIELD TRIP					
<i>Bus Stay with Students all day, and should have space for the Jefferson and Sam Houston students who will be dropped off at the first field trip location (2) and will be picked up at the last field trip location (7) on their corresponding buses</i>					
1	9:05 am	LANIER H.S. – P/U Students	6	1:30 pm	TransGuide - Arrive, D/O Students & Wait 3500 NW Loop 410, San Antonio, TX 78229
2	9:25 am	River Barge Operations - Arrive, D/O Students & Wait 202 E Nueva St San Antonio, TX 78204	7	3:10 pm	TransGuide – P/U Students 3500 NW Loop 410, San Antonio, TX 78229
3	11:45 am	River Barge Operations - P/U Students 202 E Nueva St San Antonio, TX 78204	8	3:40 pm	LANIER H.S. – D/O Students
4	12:10 noon	Bill Miller BBQ - Arrive, D/O Students & Wait 1303 Vance Jackson Rd, San Antonio, TX 78201	9		End Route
5	1:10 pm	Bill Miller BBQ – P/U Students 1303 Vance Jackson Rd, San Antonio, TX 78201			

Sidney Lanier High School - Monday, June 8th, 2026 - ALL DAY FIELD TRIP					
<i>Bus Stay with Students all day, and should have space for the Jefferson and Sam Houston students who will be dropped off at the first field trip location (2) and will be picked up at the last field trip location (9) on their corresponding buses</i>					
1	8:50 am	LANIER H.S. – P/U Students	6	1:10 pm	San Antonio Airport Oper – Terminal B - Arrive, D/O Students & Wait 9800 Airport Blvd, San Antonio, TX 78216
2	10:00 am	Vulcan Quarry - Arrive, D/O Students & Wait 4303 N Loop 1604 E, San Antonio, TX 78247	7	2:20 pm	San Antonio Airport – Terminal B - P/U Students 9800 Airport Blvd, San Antonio, TX 78216
3	11:30 am	Vulcan Quarry - P/U Students) 4303 N Loop 1604 E, San Antonio, TX 78247	8	2:25 pm	San Antonio Airport Const - Arrive, D/O Students & Wait 1311 N Terminal, San Antonio, TX 78216
4	12:00 noon	Chick-fil-A - Arrive, D/O Students & Wait 18120 San Pedro Ave, San Antonio, TX 78232	9	3:15 pm	San Antonio Airport Const - P/U Students 1311 N Terminal, San Antonio, TX 78216
5	12:40 pm	Chick-fil-A - P/U Students 18120 San Pedro Ave, San Antonio, TX 78232	10		LANIER H.S. – D/O Students
			11		End Route

Sidney Lanier High School - Friday, June 12th, 2026 (Succeed Event)					
1	8:50 am	LANIER H.S. – P/U Students	1	3:00 pm	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology - P/U Students
2	9:30 am	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology - D/O Students	2	3:40 pm	LANIER H.S. – D/O Students
3		End Route	3		End Route

Remarks:

- (1) Drop-offs and Pick-ups at UTSA are at the **Applied Engineering & Technology Building**, but UTSA only has one address for campus, so the address must be looked up on a map
- (2) Schedule subject to change, and it will be notified to SAISD

APPENDIX B. TRANSPORTATION SCHEDULE – SAM HOUSTON HIGH SCHOOL

As of Dec 17, 2025

UTSA STEM CAMP - Bus Route from SAM HOUSTON					
Drop-Off (AM)			Pick- UP (PM)		
Sam Houston High School -Monday, June 1 st -Thursday, June 4 th ,2026 AND Tuesday, June 9 th -Thursday, June 11 th , 2026 (Activities at UTSA)					
1	8:30 am	SAM HOUSTON H.S. – P/U Students	1	3:40 pm	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology - P/U Students
2	9:30 am	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology - - D/O Students	2	4:40 pm	SAM HOUSTON H.S.– D/O Students
3			3		End Route

Sam Houston High School - Friday, June 5 th ,2026 (Field Trip)					
1	8:50 am	SAM HOUSTON H.S. – P/U Students	1	3:10 pm	TransGuide – P/U Students 3500 NW Loop 410, San Antonio, TX 78229
2	9:25 am	River Barge Operations - D/O Students 202 E Nueva St San Antonio, TX 78204	2		SAM HOUSTON H.S.– D/O Students
3		End Route	3		End Route

Sam Houston High School - Monday, June 8 th , 2026 (Field Trip)					
1	9:00 am	SAM HOUSTON H.S. – P/U Students	1	3:15 pm	San Antonio Airport Const - P/U Students 1311 N Terminal, San Antonio, TX 78216
2	10:00 am	Vulcan Quarry - D/O Students 4303 N Loop 1604 E, San Antonio, TX 78247	2		SAM HOUSTON H.S.– D/O Students
3		End Route	3		End Route

Sam Houston High School - Friday, June 12 th ,2026 (Succeed Event)					
1	8:30 am	SAM HOUSTON H.S. – P/U Student	1	3:00 pm	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology - P/U Students
2	9:30 am	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology - D/O Students	2	4:00 pm	SAM HOUSTON H.S.– D/O Students
3		End Route	3		End Route

Remarks:

- (1) Drop-offs and Pick-ups at UTSA are at the **Applied Engineering & Technology Building**, but UTSA only has one address for campus, so the address must be looked up on a map
- (2) Schedule subject to change, and it will be notified to SAISD

APPENDIX C. TRANSPORTATION SCHEDULE – THOMAS JEFFERSON HIGH SCHOOL
As of Dec 17, 2025

UTSA STEM CAMP - Bus Route from THOMAS JEFFERSON					
Drop-Off (AM)			Pick- UP (PM)		
Thomas Jefferson High School - Monday, June 1st -Thursday, June 4th ,2026 AND Tuesday, June 9th -Thursday, June 11th, 2026					
1	9:00 am	JEFFERSON H.S. – P/U Student	1	3:40 pm	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology – P/U Student
2	9:30 am	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology - D/O Students	2	4:10 pm	JEFFERSON H.S. – D/O Students
3		End Route	3		End Route

Thomas Jefferson High School - Friday, June 5th, 2026 (Field Trip)					
1	9:00 am	JEFFERSON H.S. – P/U Student	1	3:10 pm	TransGuide – P/U Students 3500 NW Loop 410, San Antonio, TX 78229
2	9:25 am	River Barge Operations - D/O Students 202 E Nueva St San Antonio, TX 78204	2		JEFFERSON H.S. – D/O Student
3		End Route	3		End Route

Thomas Jefferson High School - Monday, June 8th, 2026 (Field Trip)					
1	9:00 am	JEFFERSON H.S. – P/U Student	1	3:15 pm	San Antonio Airport Const – P/U Student 1311 N Terminal, San Antonio, TX 78216
2	10:00 am	Vulcan Quarry - D/O Students 4303 N Loop 1604 E, San Antonio, TX 78247	2		JEFFERSON H.S. – D/O Student
3		End Route	3		End Route

Thomas Jefferson High School - Friday, June 12th, 2026 (Succeed Event)					
1	9:00 am	JEFFERSON H.S. – P/U Student	1	3:00 pm	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology
2	9:30 am	UTSA Main Campus - 1 UTSA Circle – Applied Engineering & Technology – D/O Students	2	3:30 pm	JEFFERSON H.S. – D/O Students
3		End Route	3		End Route

Remarks:

- (1) Drop-offs and Pick-ups at UTSA are at the **Applied Engineering & Technology Building**, but UTSA only has one address for campus, so the address must be looked up on a map
- (2) Schedule subject to change, and it will be notified to SAISD



BOARD AGENDA CLARIFICATIONS

Provide this information for Board Agenda Items involving a MOU/SDA/Agreement, etc.

Department:	College, Career and Military Readiness
Board Meeting Date:	April 6, 2026
Agenda Title:	Approval of Interlocal Cooperation Contract Between SAISD and The University of Texas at San Antonio (UTSA) for Transportation Services to the Summer Transportation Camp (STC)
Presenter:	Dr. Johnny Vahalik, Assistant Superintendent of College, Career, and Military Readiness
Cost and Funding Source:	No cost to the District
If no cost to the District, what is the approximate value of goods/services being provided?	Services are provided at no cost to the District and are valued at approximately \$2,000.
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input 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
24	2	3	\$0	\$1200	\$800

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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>San Antonio ISD and The University of Texas at San Antonio (UTSA) host the FREE STEM Summer Construction Camp. Jefferson High School, Lanier High School and Sam Houston High School along with their middle school feeders participate at this camp. The University of Texas at San Antonio (UTSA) offer our students in grades 8th -12th a great learning experience in the fields of Engineering, Construction, and Transportation with amazing field trips and a certificate at the end of the camp. The students will receive free breakfast, lunch, and transportation from Jefferson, Lanier, and Sam Houston to the camp.</p>
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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Annual Certification of Instructional Materials 2026-2027

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent

PRESENTER: Dr. Shawn Bird

MEETING DATE: April 6, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Annual Certification of Instructional Materials for the 2026-2027 school year. This annual certification is required before SAISD uses the Instructional Materials and Technology Allotment (IMTA) funding for the 2026-2027 academic year.

The Texas Education Agency requires, under Texas Education Code (TEC) Section 31.004, the Superintendent, President, and Secretary of the Board of Trustees to certify annually to the State Board of Education and the Commissioner that the district that students have access to instructional materials that cover all the Texas Essential Knowledge and Skills for all required subjects, except for physical education.

The IMTA can be used to purchase instructional materials, technological equipment, educational software, platforms, services, and salaries for specific technical support employees as stated in TEC, Chapter 31 Instructional Materials and Texas Administrative Code 66.1307. The purchase of instructional materials will assist the district in satisfying performance standards under TEC 39.0241, assessment instruments adopted under TEC 39.023(a), and allowable expenses by TEC Section 31.0213

Per TEA, school districts and open-enrollment charter schools order instructional materials for each school year using the online ordering system known as EMAT. Submission of the completed certification is required before school districts may order materials or request disbursements via EMAT for the upcoming 2026-2027 school year.

Additionally, per 19 TAC 66.105, school districts are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children’s Internet Protection Act 47 USC254(h)(5)(B) and (C).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the 2026-2027 Annual Certification of Provision of Instructional Materials.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who score at Meets Grade Level on an ELA/SLA assessment from 39% in August 2023 to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in August 2025 to 50% in August 2030, and All Students from 27% in August 2025 to 50% in August 2030.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of annual graduates 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 2023 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.

Certification of Provision of Instructional Materials Survey 2026–27

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Survey Prework Form

2026–27 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code \(TEC\) §31.1011](#) local school systems are required to annually certify to the State Board of Education (SBOE) and TEA commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, school systems are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) TEC, Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The Certification 2026–27 Survey includes a section for school systems to certify they meet this requirement.

TEA utilizes the following tools for the Certification of Provision of Instructional Materials process:

- **Certification 2026–27 Prework Form:** The prework form is a fillable and printable PDF intended to mirror the online survey and provide guidance for successful survey completion. The prework form should be completed offline and presented to the board of trustees or governing body for ratification and signatures.
- **Certification 2026–27 Survey:** The survey is a web-based application where school systems will submit the responses collected on the Certification 2026–27 Prework Form and upload the signature page.
 - The Certification 2026–27 Survey will be open for submissions beginning **Tuesday, February 17, 2026.**

The 2026–27 Certification of Provision of Instructional Materials process requires:

- The completion of the Certification 2026–27 Prework Form,
- Ratification by the local school system's board of trustees or governing body in an open, public-noticed meeting, and
- Submission of the Certification 2026–27 Survey and upload the last page of the ratified Certification 2026–27 Prework Form.

TEA recommends that local school systems complete the prework form and survey by **May 1, 2026**. The prework form and survey can be found on the [Certification of Provision of Instructional Materials](#) web page.

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 31, 2026, and is scheduled to reopen on May 15, 2026. Completion of the Certification process **is required** to regain access to allotment funds when EMAT reopens.

Certification 2026–27 Survey submissions received after May 15, 2026, are typically processed within five business days of receipt, and access to allotment funds in EMAT will follow.

Certification of Provision of Instructional Materials Process Steps

1. **Review the Certification 2026–27 Prewrite Form:** Print the fillable Certification 2026–27 Prewrite Form on the [Certification of Provision of Instructional Materials](#) web page.
2. **Gather information:** The form may require consultation with content area leaders or other local school system staff.
3. **Complete Certification 2026–27 Prewrite Form:** Complete the prework form by hand or digitally.
4. **Schedule and obtain needed signatures:** Coordinate placement of the Certification 2026–27 Prewrite Form on the agenda of an open, publicly noticed board meeting and secure formal ratification by the local school system’s board of trustees or governing body.
5. **Submit Certification 2026–27 Survey:** Complete the online Certification 2026–27 Survey by answering the questions. Inside the survey, upload the last page of the signed and ratified Certification 2026–27 Prewrite Form from step 4.

The survey will be open for submissions beginning Tuesday, February 17, 2026, and will be located on the [Certification of Provision of Instructional Materials](#) web page.

Additional Supports

For the Certification of Provision of Instructional Materials process, local school systems are highly encouraged to:

- View detailed Instructional Materials Review and Approval (IMRA) reports for all instructional materials reviewed through the IMRA process at im.tea.texas.gov.
- Refer to the IMRA List of [SBOE-Approved Instructional Materials](#) and [SBOE-Rejected Instructional Materials](#).
- Attend the TEA webinar about the Certification of Provision of Instructional Materials process for 2026–27 on **Tuesday, February 17th, at 11:00 a.m. CST**. [Registration](#) is required.
- Attend TEA office hours to get help and support with the Certification of Provision of Instructional Materials process; registration is required.
 - Monday, March 2nd, at 11:00 a.m. CST | [Register on Zoom](#)
 - Thursday, March 5th, at 11:00 a.m. CST. | [Register on Zoom](#)
- View the [Certification of Provision of Instructional Materials Resource List | 2026–27](#)
- Request a copy of the previous year’s submission (if needed) by submitting a [Help Desk Ticket](#).

For questions about the Certification of Provision 2026–27 Pework Form, survey, or process, please submit a [Help Desk ticket](#).

Terminology

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier one or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

Qualtrics Survey and Pework Form Guidance

Please note that the format of the Certification 2026–27 Pework Form **will not** match the appearance of the official Certification 2026–27 Qualtrics Survey. While the **questions are identical**, this form uses **open-ended text boxes** for responses. In the survey, the questions will be presented with **drop-down menus** containing predefined answer choices.

To help support completion of the Certification 2026–27 Pework Form accurately—and to ensure responses align with the options that will appear in the survey—an [additional resource](#) is provided. The Certification of Provision of Instructional Materials Resource List provides all the instructional materials that will appear in the survey's questions with drop-down menus.

Please ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align with the predefined answer choices provided on the survey drop-down menus.

If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, you will be asked to manually enter the publisher and product name(s).

It is highly recommended to refer to [this resource](#) while completing this prework form.

Instructional Materials Procurement Reminder

Beginning in the 2026–27 school year, local school systems may not locally adopt, use, or spend any funds to procure materials placed on the list of SBOE-Rejected Instructional Materials (TEC, §§31.024 and 31.106).

Certification 2026–27 Survey Questions

Background Information

QUESTION 1.0:

Name of person completing this form:

Dr. Carol A. Bielke

QUESTION 1.1:

Your email address:

cbielke1@saisd.net

QUESTION 1.2:

Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

Local School System Information

Please note: The information provided will be publicly accessible. Only school-related details should be entered in the fields below (e.g., use work-related email addresses).

QUESTION 2.0:

Region #

20

QUESTION 2.1:

School system name and number

San Antonio ISD (015907)

QUESTION 2.2:

Name of superintendent

Dr. Jaime R. Aquino

QUESTION 2.3:

Email address of the superintendent

jaquino1@saisd.net

QUESTION 2.4:

Name of the school board president or officer of the governing body

Alicia Sebastian

QUESTION 2.5:

Email address of the school board president or officer of the governing body

asebastian1@saisd.net

QUESTION 2.6:

Date of the local board of trustees or governing body meeting at which the certification prework form was presented and approved?

April 6, 2026

Reading Language Arts Certification

Scope and Sequence: All Grade Levels RLA

QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the local school system level and generally consistent across classrooms within the same grade level?

Yes

No

English Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.) [Single Select]

Yes

No

English Reading Language Arts K–5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA and/or Phonics grades K-5 full-subject and/or supplemental publisher(s)/ product(s) used:

The following is contingent upon funding:
HMH Education Company - HMH Into Reading Texas Version 2 Grade K - 5
RAZ-Plus; RAZ-Plus Literacy Program / Lexia; Core5 Reading / Curriculum Associates;
iReady Assess & Personalized Instruction / UCN (UCN Learning App), Reading by Design,
Reading by Design, Dyslexia / Teach Town, Encore

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Reading Language Arts, Edition 1 (grades K-5) in their classroom on a regular basis?

0

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Foundational Skills, Edition 1 (grades K-3) in their classroom on a regular basis?

0

Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Spanish RLA and/or Phonics grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
HMH Education Company - HMH Into Reading Texas Version 2 Grade K - 5
Pacific Learning; Hopscotch El Sistema de la Intervención de Lectura (SIL) / Learning A-Z LLC.; Raz-Plus ELL Edition Grade K - 5 / Curriculum Associates; iReady Assess & Personalized Instruction / Lexia; Core5 Reading / UCN (UCN Learning App), Reading by Design / Esperanza; Dyslexia / Teach Town, Encore

QUESTION 7.1:

(If above answer includes Aprendizaje Bluebonnet instructional materials):

What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Artes del lenguaje y lectura, (grados K-5) in their classroom on a regular basis?

0

QUESTION 7.2:

What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Destrezas fundamentales, (grados K-3) in their classroom on a regular basis?

0

English Reading Language Arts (RLA) 6–8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

English Reading Language Arts (RLA) 6–8 Instructional Materials

QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

The following is contingent upon funding:

Savvas Learning LLC. (formerly Pearson Education); myPerspectives Texas English Language Arts Grade 6 - 8 / District Created Curriculum / Newsela Inc; Newsela / Curriculum Associates; iReady Assess & Personalized Instruction / Vista Higher Learning; Get Ready!; / Teach Town, Encore; / Edgenuity, Edgenuity; / Lexia, Lexia Power Up; / Routledge (Stenhouse Publishers); Patterns of Power / No Red Ink, No Red Ink / Amplify Education Inc; Amplify Texas ELAR (previously state-licensed)

English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

QUESTION 10.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.)

Yes

No

English Reading Language Arts (RLA) 9–12 Instructional Materials

QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:

Odell Education; Texas High School Literacy Program

McGraw Hill; Actively Learn / Newsela Inc; Newsela / NoRedInk Corp; NoRedInk / Routledge (Stenhouse Publishers); Patterns of Power / Sirius Education Solutions; Reading and/or Writing

Resource / Imagine Edgenuity; Edgenuity STAAR Prep / Vista Higher Learning; Get Ready! / Curriculum Associates; iReady Assess & Personalized Instruction / Teach Town, Encore/ Edgenuity, Edgenuity / Lexia, Lexia Power Up / Edgenuity Inc; Edgenuity Inc Credit Recovery

Mathematics Certification

Scope and Sequence: All Grade Levels Mathematics

QUESTION 12.0:

Are instructional materials for mathematics managed at the school system-level and generally consistent across classrooms within the same grade level?

Yes

No

Mathematics K–5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics K–5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades K-5 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
Curriculum Associates, LLC; i-Ready Texas Classroom Mathematics, K - 5
Curriculum Associates; iReady Assess & Personalized Instruction
Texas Education Agency; Bluebonnet Learning K - 5
Texas Education Agency; Aprendizaje Bluebonnet Matemáticas K-5
IXL Learning, Inc.; IXL Math Grade 3 - 5 / Teach Town, Encore / Edgenuity Inc; Imagine Learning Math

QUESTION 14.1:

(If above answers include Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning, Edition 1 (grades K-5) in their classroom on a regular basis?

380

Mathematics 6-8 TEKS Coverage Certification

QUESTION 15.0

For school year 2026-27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 6-8**? (This includes teacher- or district-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

- Yes
- No

Mathematics 6-8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 6-8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
Texas Education Agency; Bluebonnet Learning Secondary Mathematics Grade 6 - 8, Edition 1
Texas Education Agency; Bluebonnet Learning Secondary Mathematics Algebra I, Edition 1
Carnegie Learning; MATHia
IXL Learning, Inc.; IXL Math Grade 3 - 5 / Teach Town, Encore / Edgenuity Inc; Imagine Learning Math

QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

9385

Advanced Mathematics 6–8 Instructional Materials

QUESTION 17.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **advanced mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Advanced Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

The following is contingent upon funding:
Texas Education Agency; Bluebonnet Learning Secondary Mathematics Grade 6 - 8, Edition 1
Carnegie Learning; MATHia
Texas Education Agency; Bluebonnet Learning Secondary Mathematics Algebra I, Edition 1

Mathematics 9–12 TEKS Coverage Certification

QUESTION 18.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 9–12 Instructional Materials

QUESTION 19.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
Texas Education Agency; Bluebonnet Learning Secondary Mathematics Algebra I, Algebra II, Geometry
Carnegie Learning; MATHia / Houghton Mifflin Harcourt; Calculus
AQR Press LLC; Advanced Quantitative Reasoning: Mathematics for the World Around Us (Advanced Quantitative Reasoning) / Cosenza & Associates LLC; Algebraic Reasoning / Math Medic; Math Medic Mathematics Resources / Sirius Education Solutions; Sirius Math Resources / McGraw Hill LLC; Texas Precalculus / Pearson; Math Models / Edgenuity Inc; Edgenuity Inc Credit Recovery / IXL Learning, Inc.; IXL Math Grade 3 - 5 / Teach Town, Encore / Edgenuity Inc; Imagine Learning Math

Social Studies Certification

Scope and Sequence: All Grade Levels Social Studies

QUESTION 20.0:

Are instructional materials for social studies managed at the school system level and generally consistent across classrooms within the same grade level?

- Yes
- No

Social Studies K–5 TEKS Coverage Certification

QUESTION 21.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

- Yes
- No

Social Studies K–5 Instructional Materials

QUESTION 22.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies K-5
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies en español K-5
Brain POP; BrainPOP Social Studies
Teachtown; Teachtown ALE
Other; District Developed Curriculum

Social Studies 6–8 TEKS Coverage Certification

QUESTION 23.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies 6–8 Instructional Materials

QUESTION 24.0:

Select **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided

on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
McGraw-Hill School Education LLC; World Cultures and Geography (6), Texas History (7), United States History to 1877 (8)
Other; District Developed Curriculum
Social Studies School Service; Active Classroom / DBQ Project; DBQs and Mini-Qs / Newsela Inc;
Newsela Social Studies / Teachtown; Teachtown ALE / Social Studies School Service; Navigate Texas (Pending Grant Award)

Social Studies 9–12 TEKS Coverage Certification

QUESTION 25.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select “yes” even if not all classrooms use the same materials)

- Yes
- No

Social Studies 9–12 Instructional Materials

QUESTION 26.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
McGraw-Hill School Education LLC; Economics, United States Government, United States History since 1877, World Geography, World History, Understanding Psychology, Sociology & You
Other; District Developed Curriculum
Social Studies School Service; Active Classroom / Jarrett Publishing Company; Mastering the TEKS / DBQ Project; DBQs and Mini-Qs / Newsela Inc; Newsela Social Studies / Edgenuity; Edgenuity/ Sirius Education Solutions; Sirius EOC Resources / Everfi; Personal Financial Literacy / Teachtown; Teachtown ALE

Science Certification

Scope and Sequence: All Grade Levels Science

QUESTION 27.0:

Are instructional materials for science managed at the school system level and generally consistent across classrooms within the same grade level?

Yes

No

Science K–5 TEKS Coverage Certification

QUESTION 28.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science K–5 Instructional Materials

QUESTION 29.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience
Science, K - 5 (English & Spanish)
Brain POP; Brain POP
Summit K12; Summit K12
Teachtown; Teachtown ALE

Science 6–8 TEKS Coverage Certification

QUESTION 30.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 6–8 Instructional Materials

QUESTION 31.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience
Science, 6 - 8
Brain POP; Brain POP
Summit K12; Summit K12
Teachtown; Teachtown ALE

Science 9–12 TEKS Coverage Certification

QUESTION 32.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 9–12 Instructional Materials

QUESTION 33.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

The following is contingent upon funding:
Savvas Learning Company LLC formerly Pearson K12 Learning; Experience Chemistry,
Experience Physics, Miller & Levine Experience Biology, IPC
Cengage Learning Inc.; Environmental Science: Sustaining Your World
Brain POP; Brain POP / Summit K12; Summit K12 / Teachtown; Teachtown ALE /
Edgenuity; Edgenuity / Sirius Education Solutions LLC; Sirius Science

The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 34.0:

Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

Additional Informational Questions (Optional)*

QUESTION 35.0:

Has your local school system used, or plan to use, [Instructional Materials Review and Approval \(IMRA\)](#) reports to inform local adoption decisions for ELAR, SLAR, phonics, and mathematics instructional materials?

Yes

No

QUESTION 35.1:

If “Yes” is selected: In which subject area(s) have you used the IMRA reports to obtain information about the quality of products? *

English reading language arts

Spanish reading language arts

English phonics

Spanish phonics

Full-subject, Tier one mathematics

Supplemental mathematics

QUESTION 35.2:

On a scale from 0 to 10, how likely are you to recommend the use of IMRA reports to support local adoption of HQIM? 0 (Not at all) to 10 (Extremely likely) *

- 0.
- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your local school system leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DMAC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STAAR Interim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="iReady Assessment K-5"/>			
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="mClass Assessment / Circle Assessment"/>			
Other:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="text" value="Summit K-12"/>			

QUESTION 37.0:

What approach does your school system take to making full-subject instructional materials available to teachers and staff?

- Teachers access educational applications through a Single Sign On platform (e.g., Clever, ClassLink)
- Teachers access educational applications within a Learning Management System (e.g., Schoology, Google Classroom, Canvas, Moodle)
- Teachers log directly to publisher curriculum platforms (e.g., HMH Ed, Savvas Realize, Amplify, Great Minds)
- Teachers access copied files or links within a Learning Management System (e.g., Google Classroom, Canvas, Moodle)
- Teachers access copied files or links within a Student Information System (e.g., PowerSchool, Infinite Campus, Skyward)
- Teachers access copied files or links in a shared cloud drive (e.g., Google Drive, OneDrive, Dropbox)
- Teachers access copied files or links through a district resource portal (e.g., SharePoint, Google Site, intranet)
- Other (Please Explain):

Other Certified Subject Areas

QUESTION 38.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills, as referenced in [Texas Education Code 28.002](#): [multiple select]

- Languages other than English (LOTE)
- Health, with emphasis on the importance of proper nutrition and exercise
- Physical education
- Fine arts
- Career and Technical Education (CTE)
- Technology applications
- Personal financial literacy
- None

Certification 2026–27 Survey Ratification

[Print, Sign, and Upload via Qualtrics]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA)

District County Number (6-digit ID):

015906

District Name:

San Antonio ISD

Date of Ratification by Local School Board of Trustees or Governing Body:

April 6, 2026

Signature of the Board President and Secretary or Governing Board Officer

Board President

Date

Board Secretary

After ratification, please scan the last page of this form and submit it to TEA through the electronic Qualtrics Certification of Provision of Instructional Materials Survey.

- The Certification 2026–27 Survey will be available on the Certification of Provision of Instructional Materials web page and open for submissions beginning **Tuesday, February 17, 2026.**

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Resolution to Designate Investment Officers for the San Antonio Independent School District and Update of Certification of Authorized Representatives for Investment Accounts**

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

REQUESTED BY: Crystal Hermes, Chief Financial Officer

PRESENTER: Crystal Hermes

MEETING DATE: April 6, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the update to the Districts' Designated Investment Officers list in compliance with the Texas Public Funds Investment Act. The Public Funds Investment Act (Texas Government Code 2256.005, Subchapter A) requires the Board of Trustees to designate one or more investment officers to be responsible for the investment of its funds. Dorothy Carreon, Velinda Salas and Shanna Toborg have been previously approved as investment officers, and we request that the designee list be updated to reflect the addition of Crystal Hermes, who has assumed the role of Chief Financial Officer and to remove Dorothy Carreon. See the attached Resolution. Additionally, the Board is requested to approve the update of the Certification of Authorized Representatives for the District's various investment accounts.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the attached Resolution to Designate Crystal Hermes, Velinda Salas, and Shanna Toborg as Investment Officers for the San Antonio Independent School District and to approve the update of Certification of Authorized Representatives for the District's various investment accounts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who score at Meets Grade Level on an ELA/SLA assessment from 39% in August 2023 to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in August 2025 to 50% in August 2030, and All Students from 27% in August 2025 to 50% in August 2030.

- Improve College Readiness for Students with Disabilities** - We will increase the percentage of annual graduates 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 2023 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.

**A RESOLUTION TO DESIGNATE INVESTMENT OFFICERS
FOR THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

§ THE STATE OF TEXAS
§ COUNTY OF BEXAR

Be it resolved that the Board of Education of the San Antonio Independent School District hereby approves the following designation of investment officers:

- | | |
|------------------|--|
| Crystal Hermesch | Chief Financial Officer |
| Velinda Salas | Executive Director, Budget and Finance |
| Shanna Toborg | Director, Cash and Treasury Management |

To certify which witness my hand and seal of the district of San Antonio, Texas this 6th day of April 2026.

Alicia Sebastian
Board President

Jacob Ramos
Board Secretary

Authorized Representative Add Form

Name of Participant San Antonio Independent School District Participant Number 015907

Addition of Authorized Representative

In order to either (i) carry out the role of Investment Officer for the Participant or (ii) aid the Investment Officer of the Participant in the execution of his or her duties pursuant to Texas Government Code, Section 2256.003(c), as the case may be, the following officers, officials, employees, or contractors of the Participant are hereby designated as Authorized Representatives within the meaning of the Investment Agreement (Agreement). These designated Authorized Representatives have full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool (Lone Star) account from time to time in accordance with the Agreement and the Information Statement, and take all other actions deemed necessary or appropriate for the investment of local funds of the Participant:

	Rep #1	Rep #2	Rep #3
Printed Name	<u>Crystal Hermesch</u>	<u>Velinda Salas</u>	<u>Shanna Toborg</u>
Title	<u>Chief Financial Officer</u>	<u>Exec Director, Budget & Finance</u>	<u>Director, Cash & Treasury</u>
E-mail address	<u>chermesch1@saisd.net</u>	<u>vsalas1@saisd.net</u>	<u>stoborg1@saisd.net</u>
Signature	<u><i>Crystal Hermesch</i></u>	<u><i>Velinda J. Salas</i></u>	<u><i>Shanna Toborg</i></u>

In accordance with Lone Star procedures, an Authorized Representative shall promptly notify Lone Star of any changes in who is serving as Authorized Representative.

In addition to the foregoing Authorized Representatives, each Investment Officer of Lone Star appointed by the Lone Star Board of Trustees from time to time is hereby designated as an Investment Officer of the Government Entity and, as such, shall have responsibility for investing the share of Lone Star assets representing local funds of the Government Entity.

PASSED AND APPROVED this 06th day of April, 2026.

By: _____ By: _____
Alicia Sebastian Jacob Ramos
Printed Name, Board President *Printed Name, Board Secretary*

State of Texas, County of Bexar.

Before me, _____, on this day personally appeared Alicia Sebastian, and Jacob Ramos
(name of notary) *(name of President)* *(name of Clerk/Secretary)*

known to me (or proved to me on the oath of _____) or through _____ to be the person(s)
(person providing oath) *(identification item)*

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal) _____
Notary Public's Signature

If you have any questions, call the Lone Star Investment Pool at 800-758-3927 for assistance.

Please return the completed form to **customer.service@lonestarinvestmentpool.com** or fax **512-452-7842**.



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

San Antonio Independent School District 7 7 1 2 0
 Participant Name* Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Crystal Hermesch Chief Financial Officer
 Name Title
 2 1 0 5 5 4 8 5 9 0 chermesch1@saisd.net
 Phone Fax Email
 Crystal Hermesch
 Signature

2. Velinda Salas Executive Director, Budget & Finance
 Name Title
 2 1 0 5 5 4 8 6 8 4 vsalas1@saisd.net
 Phone Fax Email
 Velinda Salas
 Signature

3. Shanna Toborg Director, Cash & Treasury
 Name Title
 2 1 0 5 5 4 8 5 8 3 stoborg1@saisd.net
 Phone Fax Email
 Shanna Toborg
 Signature

1. Resolution (continued)

4.

Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Shanna Toborg

Name
In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 06 day of April, 2026.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

San Antonio Independent School District

Name of Participant*

SIGNED

Signature*

Alicia Sebastian

Printed Name*

Board President

Title*

ATTEST

Signature*

Jacob Ramos

Printed Name*

Board Secretary

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstdsystems.com

Fax: 866-839-3291



AMENDING RESOLUTION

WHEREAS, San Antonio Independent School District

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

- 1. Name: Crystal Hermesch Title: Chief Financial Officer
Signature: Crystal Hermesch Phone: (210) 554-8590
Email: chermesch1@saisd.net
- 2. Name: Velinda Salas Title: Executive Director, Budget & Finance
Signature: Velinda Salas Phone: (210) 554-8684
Email: vsalas1@saisd.net
- 3. Name: Shanna Toborg Title: Director, Cash & Treasury
Signature: Shanna Toborg Phone: (210) 554-8583
Email: stoborg1@saisd.net
- 4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Shanna Toborg

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED 04/06/2026

San Antonio Independent School District
(NAME OF PARTICIPANT)

SIGNED BY: _____
(Signature of official)
Alicia Sebastian, Board President
(Printed name and title)

ATTESTED BY: _____
(Signature of official)
Jacob Ramos, Board Secretary
(Printed name and title)

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND
.....
AUTHORIZED SIGNER

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Monthly Budget Reports and Amendments for April 2026

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Crystal Hermes, Chief Financial Officer

PRESENTER: Crystal Hermes

MEETING DATE: April 6, 2026

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 2025-2026 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 April 2026.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded as indicated on the following pages.

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who score at Meets Grade Level on an ELA/SLA assessment from 39% in August 2023 to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in August 2025 to 50% in August 2030, and All Students from 27% in August 2025 to 50% in August 2030.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of annual graduates 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 2023 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.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AMENDED BUDGET
For Fiscal Year Ending June 30, 2026**

<u>CODE</u>	<u>REVENUES</u>	<u>GENERAL FUND</u> M&O Tax Rate \$0.7552	<u>FOOD SERVICE</u>	<u>DEBT SERVICE</u> I&S Tax Rate \$0.4000	<u>TOTAL</u> Tax Rate \$1.1552
5700	Local Revenue	\$ 203,437,882	\$ 748,457	\$ 114,907,044	\$ 319,093,383
5800	State Revenue	307,418,746	148,612	14,735,744	322,303,102
5900	Federal Revenue	5,236,216	43,904,045	-	49,140,261
	TOTAL REVENUES	\$ 516,092,844	\$ 44,801,114	\$ 129,642,788	\$ 690,536,746
	<u>APPROPRIATIONS</u>				
11	Instruction	\$ 294,263,001	\$ -	\$ -	\$ 294,263,001
12	Instructional Resources & Media Svcs.	1,714,257	-	-	1,714,257
13	Curriculum Development & Inst Staff Dev	13,998,843	-	-	13,998,843
21	Instructional Leadership	11,593,621	-	-	11,593,621
23	School Leadership	37,529,666	-	-	37,529,666
31	Guidance, Counseling & Evaluation Svc.	12,859,507	-	-	12,859,507
32	Social Work Services	2,096,039	-	-	2,096,039
33	Health Services	10,110,673	-	-	10,110,673
34	Student (Pupil) Transportation	12,543,963	-	-	12,543,963
35	Food Services	636,207	45,347,845	-	45,984,052
36	Cocurricular /Extracurricular Activities	12,346,412	-	-	12,346,412
41	General Administration	17,676,024	-	-	17,676,024
51	Plant Maintenance & Operations	63,461,105	1,059,025	-	64,520,130
52	Security & Monitoring Services	11,358,346	-	-	11,358,346
53	Data Processing Services	10,034,937	-	-	10,034,937
61	Community Services	2,214,971	-	-	2,214,971
71	Debt Services- Principal	2,610,828	-	67,166,736	69,777,564
72	Debt Services- Interest	(20,709)	-	61,524,362	61,503,653
73	Debt Services- Other Costs	-	-	50,000	50,000
81	Facilities Acquisition & Construction	222,069	-	-	222,069
93	Payments to Members SSA	-	-	-	-
95	Payments to JJAEP	45,686	-	-	45,686
99	Other Intergovernmental Charges	1,690,379	-	-	1,690,379
	TOTAL APPROPRIATIONS	\$ 518,985,825	\$ 46,406,870	\$ 128,741,098	\$ 694,133,793
	<u>OTHER RESOURCES & USES</u>				
7900	Other Resources	\$ -	\$ 333	\$ -	\$ 333
8900	Other Uses	(333)	-	-	(333)
		\$ (333)	\$ 333	\$ -	\$ -
	Excess/(Deficit) Current Operations	\$ (2,893,314)	\$ (1,605,423)	\$ 901,690	\$ (3,597,047)
3000	From/(To) Fund Balance	2,893,314	1,605,423	(901,690)	3,597,047
	Difference	\$ -	\$ -	\$ -	\$ -



**SAN ANTONIO ISD
FINANCIAL SERVICES DIVISION**

April 2026

2025-26 Budget Amendment # 10

General Fund

	Requested By:	Amount
I. INCREASE FUND BALANCE		
<hr/>		
A. Increase Estimated Revenue:		-
		-
		<hr/>
	\$	-
 B. Decrease Appropriations:		-
		-
		<hr/>
	\$	-
 I. Total transactions increasing Fund Balance		<hr/> \$ -
 II. DECREASE FUND BALANCE		
<hr/>		
A. Increase Appropriations:		-
		-
		<hr/>
	\$	-
 B. Decrease Estimated Revenue:		
Decrease Estimated Revenues to align with Moak Casey's projections.	D. Carreon	(2,893,314)
(SHARS and TEA Hold Harmless Adjustments)		-
		-
		<hr/>
	\$	(2,893,314)
 II. Total transactions decreasing Fund Balance		<hr/> \$ (2,893,314)
 III. NO CHANGE TO FUND BALANCE		
<hr/>		
A. Decrease Estimated Revenue and Appropriations:		-
		-
		<hr/>
	\$	-
 B. Increase Estimated Revenue and Appropriations:		
Alamo College Dual Credit Stipends	P. Salzmann	7,200
Alamo College Dual Credit Stipends	P. Salzmann	21,800
Alamo College Dual Credit Stipends	P. Salzmann	35,000
Texas Political Subdivisions Insurance Recovery - Transportation	L. Kerley	17,613
Adjustment to expected TRS On Behalf for Revenues and Expenditures	D. Carreon	2,000,000
		-
		<hr/>
	\$	2,081,613
 C. Decrease Appropriations and Increase Transfers Out to Other Uses		-
		-
		<hr/>
	\$	-
 III. Total transactions with no impact on Fund Balance		<hr/> \$ 2,081,613
 IV. Net increase (decrease) to General Fund Balance for this Budget Amendment		
		\$ (2,893,314)

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 10
For APRIL 2026
Board Agenda
GENERAL OPERATING FUND

REVENUE	Budget As Adopted July 1, 2025	Budget as Amended	Administrative Adjustments # 10	BA No. 10 Changes	Budget As Amended Thru BA # 10
5700 Local	\$ 211,278,956	\$ 200,725,901	\$ 16,532	\$ 2,695,449	\$ 203,437,882
5800 State	276,876,668	310,215,700	-	(2,796,954)	307,418,746
5900 Federal	6,361,656	5,962,944	(16,532)	(710,196)	5,236,216
Total Revenue	494,517,280	516,904,545	-	(811,701)	516,092,844
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	494,517,280	516,904,545	-	(811,701)	516,092,844
7900 Other Resources	-	-	-	-	-
Total Revenue & Other Resources	\$ 494,517,280	\$ 516,904,545	\$ -	\$ (811,701)	\$ 516,092,844
APPROPRIATIONS					
11 Instruction	\$ 286,204,725	\$ 292,448,210	\$ (249,209)	\$ 2,064,000	\$ 294,263,001
12 Inst Resources & Media	1,507,901	1,713,332	925	-	1,714,257
13 Curriculum & Prof. Dev.	13,280,495	13,960,324	38,519	-	13,998,843
21 Instructional Administration	10,804,014	11,364,675	228,946	-	11,593,621
23 School Leadership	35,941,708	37,569,731	(40,065)	-	37,529,666
31 Guidance & Counseling	11,769,768	12,841,828	17,679	-	12,859,507
32 Social Work Services	2,024,053	2,095,739	300	-	2,096,039
33 Health Services	9,677,700	10,109,182	1,491	-	10,110,673
34 Student Transportation	12,073,514	12,521,772	4,578	17,613	12,543,963
35 Food Services	610,537	636,207	-	-	636,207
36 Cocurricular/Extracurricular	11,826,946	12,312,184	34,228	-	12,346,412
41 General Administration	16,658,331	17,676,816	(792)	-	17,676,024
51 Plant Maintenance	58,495,241	63,525,594	(64,489)	-	63,461,105
52 Security & Monitoring	7,778,440	11,357,846	500	-	11,358,346
53 Data Processing	9,639,729	10,069,537	(34,600)	-	10,034,937
61 Community Services	1,990,277	2,212,982	1,989	-	2,214,971
71 Debt Services- Principal	2,275,574	2,610,828	-	-	2,610,828
72 Debt Services- Interest	210,480	(20,709)	-	-	(20,709)
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	81,200	162,069	60,000	-	222,069
93 Payments to Members SSA	-	-	-	-	-
95 Payments to JJAEP	43,850	45,686	-	-	45,686
99 Intergovernmental Charges	1,622,464	1,690,379	-	-	1,690,379
Total Appropriations	494,516,947	516,904,212	-	2,081,613	518,985,825
Other Uses	333	333	-	-	333
Total Appropriations & Other Uses	\$ 494,517,280	\$ 516,904,545	\$ -	\$ 2,081,613	\$ 518,986,158
Beginning Fund Balance 7/01/25	\$ 162,815,880	\$ 162,815,880			\$ 162,815,880
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ -	\$ -	\$ -	\$ (2,893,314)	\$ (2,893,314)
Ending Fund Balance 6/30/26	\$ 162,815,880	\$ 162,815,880	\$ -	\$ (2,893,314)	\$ 159,922,566

* NOTE 1 - Beginning Fund Balance is estimated until completion of 2024-25 Annual Comprehensive Financial Statement (ACFR)

NOTE: Strategic Initiative Fund is supporting General Fund. The amounts below represent approximate deficit.	Budget As Adopted July 1, 2025	Budget as Amended	Administrative Adjustments # 10	BA No. 10 Changes	Budget As Amended Thru BA # 10
Estimated General Fund Budget Deficit	(46,574,407)	(30,969,052)	-	-	(30,969,052)



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Fiscal Year 2025-2026

GENERAL FUND *

Data as of January 28, 2026

	Year-to-Date Amended Budget	Year-to-Date Realized	Difference Realized to Budget	% of Budget
REVENUES				
LOCAL				
Taxes Current & Delinquent	\$ 194,050,552	\$ 100,323,236	\$ (93,727,316)	51.70%
Interest Earnings	3,500,000	1,975,936	(1,524,064)	56.46%
Facility Rentals	70,244	92,112	21,868	131.13%
Athletic Gate Receipts	350,000	166,262	(183,738)	47.50%
Other Local Sources	2,853,250	2,124,193	(729,057)	74.45%
TOTAL LOCAL	200,824,046	104,681,738	(96,142,308)	52.13%
STATE				
Foundation & Avail Sch Fund	288,195,906	175,015,531	(113,180,375)	60.73%
TRS On-Behalf Contribution	22,000,000	9,794,028	(12,205,972)	44.52%
Other State Sources	19,794	905	(18,889)	4.57%
TOTAL STATE	310,215,700	184,810,463	(125,405,237)	59.57%
FEDERAL				
ROTC/Impact Aid	900,000	587,057	(312,943)	65.23%
SHARS	1,171,689	357,861	(813,828)	30.54%
Other Federal Sources	3,874,723	1,209,514	(2,665,209)	31.22%
TOTAL FEDERAL	5,946,412	2,154,432	(3,791,980)	36.23%
Total Revenue	516,986,158	291,646,633	(225,339,525)	56.41%
OTHER SOURCES				
Operating Transfer In	-	-	-	0.00%
Sale of Property	-	62,407	62,407	0.00%
Total Other Sources	-	62,407	62,407	0.00%
Total Revenue & Other Sources	\$ 516,986,158	\$ 291,709,041	\$ (225,277,118)	56.42%
EXPENDITURES				
11 Instruction	292,263,000	160,287,791	131,975,209	54.84%
12 Inst Resources & Media	1,714,257	728,652	985,605	42.51%
13 Curriculum & Prof. Dev.	13,998,843	7,586,938	6,411,905	54.20%
21 Instructional Administration	11,593,621	6,489,764	5,103,857	55.98%
23 School Leadership	37,529,666	23,459,894	14,069,772	62.51%
31 Guidance & Counseling	12,859,507	5,956,109	6,903,398	46.32%
32 Social Work Services	2,096,039	1,264,864	831,175	60.35%
33 Health Services	10,110,673	5,223,572	4,887,101	51.66%
34 Student Transportation	12,543,963	6,306,403	6,237,560	50.27%
35 Food Services	636,207	564,326	71,881	88.70%
36 Cocurricular/Extracurricular	12,346,412	6,701,291	5,645,121	54.28%
41 General Administration	17,676,024	10,516,228	7,159,796	59.49%
51 Plant Maintenance	63,461,106	33,531,604	29,929,502	52.84%
52 Security & Monitoring	11,358,346	4,457,691	6,900,655	39.25%
53 Data Processing	10,034,937	6,082,254	3,952,683	60.61%
61 Community Services	2,214,971	1,230,834	984,137	55.57%
71 Debt Services- Principal	2,610,828	2,470,597	140,231	94.63%
72 Debt Services- Interest	(20,709)	-	(20,709)	0.00%
73 Debt Services- Other Costs	-	-	-	0.00%
81 Facilities Acq. & Construction	222,069	169,557	52,512	76.35%
93 Payments to Fiscal Agents/SSA	-	-	-	0.00%
95 Payments to JJAEP	45,686	24,861	20,825	54.42%
99 Other Intergovernmental Chgs	1,690,379	902,571	787,808	53.39%
TOTAL EXPENDITURES	516,985,825	283,955,799	233,030,027	54.93%
OTHER USES				
Transfers Out	333	(41)	374	-12.37%
Total Other Uses	333	(41)	374	-12.37%
Total Expenditures & Other Uses	\$ 516,986,158	\$ 283,955,758	\$ 233,030,401	54.93%
Excess/(Deficit) Revenues and Expenditures	\$ -	\$ 7,753,283	\$ 7,753,283	
Expenditures by Major Object Code				
6100 - Payroll Costs	\$ 430,940,752	\$ 245,515,458	\$ 185,425,293	56.97%
6200 - Professional and Contracted Services	47,878,862	24,689,994	23,188,868	51.57%
6300 - Supplies and Materials	23,464,199	8,859,112	14,605,086	37.76%
6400 - Other Operating Costs	11,570,283	2,035,995	9,534,288	17.60%
6500 - Debt Service	2,590,119	2,470,597	119,522	95.39%
6600 - Capital Outlay-Land, Bldgs & Equip.	541,612	384,642	156,970	71.02%
Total Expenditures	\$ 516,985,825	\$ 283,955,799	\$ 233,030,027	54.93%

* 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. 10
For APRIL 2026
Board Agenda
FOOD SERVICE FUND

REVENUE	Budget As Adopted July 1, 2025	Budget as Amended	Administrative Adjustments # 10	BA No. 10 Changes	Budget As Amended Thru BA # 10
5700 Local	\$ 748,457	\$ 748,457	\$ -	\$ -	\$ 748,457
5800 State	148,612	148,612	-	-	148,612
5900 Federal	43,904,045	43,904,045	-	-	43,904,045
Total Revenue	44,801,114	44,801,114	-	-	44,801,114
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	44,801,114	44,801,114	-	-	44,801,114
7900 Other Resources	333	333	-	-	333
Total Revenue & Other Resources	\$ 44,801,447	\$ 44,801,447	\$ -	\$ -	\$ 44,801,447
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	45,403,659	45,347,845	-	-	45,347,845
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	1,003,211	1,059,025	-	-	1,059,025
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	46,406,870	46,406,870	-	-	46,406,870
Other Uses	-	-	-	-	-
Total Appropriations & Other Uses	\$ 46,406,870	\$ 46,406,870	\$ -	\$ -	\$ 46,406,870
Beginning Fund Balance 7/01/25	\$ 6,100,457	\$ 6,100,457			\$ 6,100,457
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ (1,605,423)	\$ (1,605,423)	\$ -	\$ -	\$ (1,605,423)
Ending Fund Balance 6/30/26	\$ 4,495,034	\$ 4,495,034	\$ -	\$ -	\$ 4,495,034

* NOTE 1 - Beginning Fund Balance is estimated until completion of 2024-25 Annual Comprehensive Financial Statement (ACFR)



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Fiscal Year 2025-2026

FOOD SERVICE FUND *

Data as of January 28, 2026

REVENUES	Year-to-Date Amended	Year-to-Date Realized	Difference Realized to Budget	% of Budget
LOCAL				
Interest Earnings	\$ 189,262	\$ 26,128	\$ (163,134)	13.81%
Insurance Recovery	-	-	-	0.00%
Purchases Discount	8,900	92,988	84,088	1044.80%
Lunch/Breakfast Sales & Catering	550,295	330,740	(219,555)	60.10%
TOTAL LOCAL	748,457	449,855	(298,602)	60.10%
STATE				
State Match & Other	148,612	-	(148,612)	0.00%
TOTAL STATE	148,612	-	(148,612)	0.00%
FEDERAL				
School Breakfast Program	12,004,869	4,628,186	(7,376,683)	38.55%
National School Lunch Prgm & Snacks	24,937,776	9,975,693	(14,962,083)	40.00%
USDA Commodities	2,806,300	1,551,229	(1,255,071)	55.28%
Supply Chain Assistance Grant (PEBT)	-	-	-	0.00%
TX Fresh Fruits & Vegetables	4,155,100	1,401,840	(2,753,260)	33.74%
TOTAL FEDERAL	43,904,045	17,556,949	(26,347,096)	39.99%
Total Revenue	44,801,114	18,006,804	(26,794,310)	40.19%
OTHER SOURCES				
Operating Transfer In	333	40	(293)	11.94%
Total Other Sources	333	40	(293)	11.94%
Total Revenue & Other Sources	\$ 44,801,447	\$ 18,006,844	\$ (26,794,603)	40.19%
EXPENDITURES				
35 Food Services	45,347,845	21,146,837	24,201,008	46.63%
41 General Administration	-	-	-	0.00%
51 Plant Maintenance	1,059,025	570,071	488,954	53.83%
52 Security & Monitoring	-	-	-	0.00%
81 Facilities Acq. & Construction	-	-	-	0.00%
TOTAL EXPENDITURES	46,406,870	21,716,908	24,689,962	46.80%
OTHER USES				
Transfers Out	-	-	-	0.00%
Total Other Uses	-	-	-	0.00%
Total Expenditures & Other Uses	\$ 46,406,870	\$ 21,716,908	\$ 24,689,962	46.80%
Excess/(Deficit) Revenues and Expenditures	\$ (1,605,423)	\$ (3,710,064)	\$ (2,104,641)	

Expenditures by Major Object Code	Year-to-Date Amended	Year-to-Date Actual	Year-to-Date Actual to Budget	% of Budget
6100 - Payroll Costs	\$ 19,638,069	\$ 9,143,865	\$ 10,494,204	46.56%
6200 - Professional and Contracted Services	3,253,934	1,154,062	2,099,872	35.47%
6300 - Supplies and Materials	23,350,039	11,276,707	12,073,332	48.29%
6400 - Other Operating Costs	53,828	31,608	22,220	58.72%
6500 - Debt Service	-	-	-	0.00%
6600 - Capital Outlay-Land, Bldgs & Equip.	111,000	110,667	333	99.70%
Total Expenditures	\$ 46,406,870	\$ 21,716,908	\$ 24,689,962	46.80%

* 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. 10
For APRIL 2026
Board Agenda
DEBT SERVICE FUND

REVENUE	Budget As Adopted July 1, 2025	Budget As Amended	Administrative Adjustments # 10	BA No. 10 Changes	Budget As Amended Thru BA # 10
5700 Local	\$ 114,907,044	\$ 114,907,044	\$ -	\$ -	\$ 114,907,044
5800 State	14,735,744	14,735,744	-	-	14,735,744
5900 Federal	-	-	-	-	-
Total Revenue	129,642,788	129,642,788	-	-	129,642,788
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	129,642,788	129,642,788	-	-	129,642,788
7900 Other Resources	-	-	-	-	-
Total Revenue & Other Resources	\$ 129,642,788	\$ 129,642,788	\$ -	\$ -	\$ 129,642,788
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	67,166,736	67,166,736	-	-	67,166,736
72 Debt Services- Interest	61,524,362	61,524,362	-	-	61,524,362
73 Debt Services- Other Costs	50,000	50,000	-	-	50,000
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	128,741,098	128,741,098	-	-	128,741,098
Other Uses	-	-	-	-	-
Total Appropriations & Other Uses	\$ 128,741,098	\$ 128,741,098	\$ -	\$ -	\$ 128,741,098
Beginning Fund Balance 7/01/25	\$ 184,633,558	\$ 184,633,558			\$ 184,633,558
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ 901,690	\$ 901,690	\$ -	\$ -	\$ 901,690
Ending Fund Balance 6/30/26	\$ 185,535,248	\$ 185,535,248	\$ -	\$ -	\$ 185,535,248

* NOTE 1 - Beginning Fund Balance is estimated until completion of 2024-25 Annual Comprehensive Financial Statement (ACFR)



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Fiscal Year 2025-2026

DEBT SERVICE FUND *

Data as of January 28, 2026

REVENUES	Year-to-Date Amended	Year-to-Date Realized	Difference Realized to Budget	% of Budget
LOCAL				
Taxes Current & Delinquent	\$ 111,907,044	\$ 53,046,639	\$ (58,860,406)	47.40%
Interest Earnings & Flex Adj.	3,000,000	1,642,114	(1,357,886)	54.74%
TOTAL LOCAL	114,907,044	54,688,752	(60,218,292)	47.59%
STATE				
IFA and EDA	14,735,744	15,131,744	396,000	102.69%
TOTAL STATE	14,735,744	15,131,744	396,000	102.69%
FEDERAL				
Other Federal Sources	-	-	-	0.00%
TOTAL FEDERAL	-	-	-	0.00%
Total Revenue	129,642,788	69,820,496	(59,822,292)	53.86%
OTHER SOURCES				
Operating Transfer In	-	-	-	0.00%
Total Other Sources	-	-	-	0.00%
Total Revenue & Other Sources	\$ 129,642,788	\$ 69,820,496	\$ (59,822,292)	53.86%
EXPENDITURES	Year-to-Date Amended	Year-to-Date Actual	Difference Actual to Budget	% of Budget
71 Debt Services				
Principal on Bonds	67,166,736	31,814,988	35,351,749	47.37%
Principal on Capital Lease	-	-	-	0.00%
Principal on Long Term Debt	-	-	-	0.00%
72 Interest on Bonds	61,524,362	32,935,222	28,589,140	53.53%
Interest on Capital Lease	-	-	-	0.00%
Interest on Long Term Debt	-	-	-	0.00%
73 Other Debt Services Fees-Arbitrage	50,000	19,665	30,335	39.33%
TOTAL EXPENDITURES	128,741,098	64,769,875	63,971,223	50.31%
OTHER USES				
Transfers Out	-	-	-	0.00%
Total Other Uses	-	-	-	0.00%
Total Expenditures & Other Uses	\$ 128,741,098	\$ 64,769,875	\$ 63,971,223	50.31%
Excess/(Deficit) Revenues and Expenditures	\$ 901,690	\$ 5,050,621	\$ 4,148,931	

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	128,741,098	64,769,875	63,971,223	50.31%
6600 - Capital Outlay-Land, Bldgs & Equip.	-	-	-	0.00%
Total Expenditures	\$ 128,741,098	\$ 64,769,875	\$ 63,971,223	50.31%

* 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 January 28, 2026

Strategic Initiatives Fund (YTD expenses for 2025-2026 School Year)

	<u>Fund Balance</u>	<u>YTD Expend. / Encumb.</u>
Fund Balance		
Beginning of Current Fiscal Year	<u>\$29,638,359</u>	
Plus Additions:		
QSCB Federal Subsidy Revenues	1,154,358	
Emergency Connectivity Fund	-	
Transfers in from Other Funds	<u>-</u>	
Available Fund Balance before Current Year Expenditures:	<u>\$ 30,792,717</u>	<u>\$ 30,792,717</u>
Less:		
Year-to-Date Expenditures		109,093
Reserve General Fund Budget Deficit		(30,969,052)
POs Encumbered but not Paid		36,544
Budget Issued but not Encumbered		<u>30,697</u>
Current Year Expenditures:		<u>\$ (30,792,717)</u>
Available Fund Balance:		<u>\$ (0)</u>

* Beginning balance reflects estimated balances as of June 30, 2025

Professional Services Managed by Board of Trustees- (YTD expenses for 2025-2026 School Year)

	<u>Current Actual</u>	<u>Year to Date Actual</u>
Legal Services- General Counsel		
Escamilla & Poneck, LLP	<u>\$ 100,119</u>	<u>\$ 842,332</u>
External Audit Services (All Engagement Years)		
Garza, Gonzalez & Associates	<u>\$ -</u>	<u>\$ 115,760</u>
Financial Advisors		
Frost Bank	<u>-</u>	<u>202,534</u>
Total Professional Expenditures	<u>\$ 100,119</u>	<u>\$ 1,160,626</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: Crystal Hermesch, Chief Financial Officer, Financial Services & Business Operations

PRESENTER: Crystal Hermesch, Chief Financial Officer, Financial Services & Business Operations

MEETING DATE: April 6, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve Procurement Services’ Recommendations to Board of Trustees for April 6, 2026.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

1. Be it resolved that the Board approve the purchase of a Data Management System for Disability Services for District-wide use on an “as needed” basis. This purchase will maintain Special Education data to include Section 504, Medicaid and Transportation.
 - Recommended by: Disability Services
 - Submitted by: Lisa Franke
 - Selection Method: The Interlocal Purchasing System (TIPS) #230504
 - Contract Term: Period covering April 7, 2026 through July 31, 2028
 - Funding Source: Local – 168-31-6399-38-198-23-000

VENDOR

SameGoal, Inc.

AWARD AMOUNT

\$467,962 approximately

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who score at Meets Grade Level on an ELA/SLA assessment from 39% in August 2023 to 50% in August 2027.

- ☒ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in August 2025 to 50% in August 2030, and All Students from 27% in August 2025 to 50% in August 2030.
- ☒ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of annual graduates 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 2023 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: Data Management system for Disability Services.

2. How will goods and/or services be used? (*List Campus/Grades Impacted*): to maintain special education data to include Section 504, Medicaid, and transportation services.

3. Submitted by: Lisa Franke Disability Services 01/14/2026
 Printed Name Department Date

4. Recommended Vendor(s): Company Name: SameGoal, Inc.
 Address: 3401 Enterprise Parkway, Suite 340
 City/State/Zip: Beachwood, OH, 44122
 Phone No: 888-726-3462
 Point of Contact: Chantelle Taylor
 E-mail Address: ctaylor@samegoal.com
(Use a separate sheet to identify multiple vendors)
 Vendor #: 113479
(Please provide vendor number if you have used them before. If not put N/A)

5. Procurement Method: (*check one*)
 Competitive Solicitation (RFP, CSP, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, Buy Board), Coop Name / Contract #: TIPS #230504
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services (RFQ) Contract Expiration Date: 7/31/2028
 Sole Source Renewals: Yes _____ No
 Other (MOU, MOA, etc..) No. of Renewals: 0

6. Purchase valid from: 4/7/2026 through: 07/31/2028

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

8. Total cost for Goods and/or Services to be purchased \$ 467,962.36
(Approximately).

Please provide the cost for each year if applicable for multi-year contracts.

Approximate Yearly Amount(s). <i>(Please estimate to the best of your ability the total spend for each year.)</i>	Year 1 (Current Fiscal YR)	\$0
	Year 2	\$233,981.18
	Year 3	\$233,981.18
	Year 4	\$
	Year 5	\$

9. Funding Source(s) – check all that apply: Federal _____ State Local _____ Bond _____

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 Provide Budget Codes & Descriptions: 168-31-6399-38-198-23-000 – data management system

10. Provide a copy of General Ledger inquiry showing corresponding balances.

11. 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_____

<u><i>Lisa Franke</i></u> Requestor Signature	<u>Lisa Franke</u> Typed Name	<u>1/14/2026</u> Date
<u>Sr. Executive Director / Executive Director/Director Signature</u>	<u>Typed Name</u>	<u>Date</u>
<u>Construction & Development Services Signature</u>	<u>Yvonne Little</u> Typed Name	<u>Date</u>
<u>Chief Operations Officer Signature</u>	<u>Jenny Arredondo</u> Typed Name	<u>Date</u>
<u><i>Eugene Gonzales</i></u> Interim Deputy Chief Information Technology Officer Signature	<u>Eugene Gonzales</u> Typed Name	<u>1/14/2026</u> Date
<u>Instructional Superintendent / Assistant Superintendent Signature</u>	<u>Typed Name</u>	<u>Date</u>
<u><i>Dr. Shawn Bird</i></u> Deputy Superintendent Signature	<u>Dr. Shawn Bird</u> Typed Name	<u>1/15/2026</u> Date
<u><i>Kim Tocci</i></u> Director, Procurement Services Signature	<u>Kim Tocci</u> Typed Name	<u>1/22/2026</u> Date
<u><i>Dottie Carreon</i></u> Chief Financial Officer, Financial Services Signature	<u>Dottie Carreon</u> Typed Name	<u>1/28/2026</u> Date
<u>Chief Signatures for:</u> (Communications / Data Operations / Human Capital / Police/Staff)	<u>Typed Name</u>	<u>Date</u>

Reviewed By: RC

Revised: November, 2025



Year 1, Quote 1 | 2026-27 SY
Special Education and Section 504

Notes:

- Discount: Pricing shown with 3% TIPS #230504 discount applied, all line items
- Discount: Multi-program license fee discount (2 programs, 5% discount) applied
- Discount: Initial contract multi-year license fee discount (2 years, 3% discount applied). Available for initial contracts only for districts with 20,000-74,999 students enrolled. Multi-year contract subject to annual CPI adjustments and student counts provided annually by the district. Multi-year contract subject to early termination fee equal to 25% of contract remaining.

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL
LISC-PRO	SameGoal Special Education, Pro Edition License Fee, Texas. SY 2026-27 (Jul 1 - Jun 30). Includes 3% TIPS #230504 discount.	8,451	\$28.58	\$241,529.58
LISC-PRO	SameGoal Section 504, Pro Edition License Fee, Texas. SY 2026-27 (Jul 1 - Jun 30). Includes 3% TIPS #230504 discount.	1,732	\$7.15	\$12,383.80
DISC-MULTI	Multi-program license fee discount. 2 programs, 5% discount applied.	1	-\$12,695.67	-\$12,695.67
DISC-YEAR	Initial contract multi-year license fee discount. 2 years, 3% discount applied.	1	-\$7,236.53	-\$7,236.53
TOTAL				\$233,981.18

Please note: These minutes are contingent upon Board approval at the April 6th Board Meeting.

**Minutes of Special Board Meeting
San Antonio Independent School District Board of Trustees
Monday, March 2, 2026**

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

Special Board Meeting of the Board of Trustees of the San Antonio ISD was held on Monday, March 2, 2026, beginning at 5:32 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. Ms. Alicia Sebastian
 - 2. Mrs. Christina Martinez
 - 3. Mr. Jacob Ramos
 - 4. Mr. Ed Garza
 - 5. Mrs. Stephanie Torres
 - 6. Mr. Arthur Valdez
 - 7. Dr. Mike Villarreal
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino
- C. Pledge of Allegiance to the U. S. Flag
- D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

2. Closed Session

- A. Ms. Sebastian convened the Board in Closed Session at 5:32 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071)
- B. Ms. Sebastian reconvened the Board in Open Session at 7:59 p.m. and took appropriate action on items discussed in Closed Session.
 - 1. Consultation with legal counsel regarding legal and contractual issues related to the management agreements and performance contracts with 1882 partners and related matters. (TGC 551.071)
No action taken.

3. Adjournment

Ms. Sebastian adjourned the meeting at 7:59 p.m.

MINUTES APPROVED

The foregoing minutes of the Special Board Meeting of the Board of Education of the San Antonio Independent School District held on Monday, March 2, 2026 were duly approved at a meeting held on Monday, April 6, 2026.

ATTEST:

**Alicia Sebastian
President, Board of Education
San Antonio Independent School District**

**Jacob Ramos
Secretary, Board of Education
San Antonio Independent School District**

Please note: These minutes are contingent upon Board approval at the April 6th Board Meeting.

**Minutes of Special Board Meeting
San Antonio Independent School District Board of Trustees
Monday, March 16, 2026**

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

Special Board Meeting of the Board of Trustees of the San Antonio ISD was held on Monday, March 16, 2026, beginning at 5:42 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. Ms. Alicia Sebastian
 - 2. Mrs. Christina Martinez
 - 3. Mr. Jacob Ramos
 - 4. Mr. Ed Garza
 - 5. Mrs. Stephanie Torres
 - 6. Mr. Arthur Valdez
 - 7. Dr. Mike Villarreal
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino
- C. Pledge of Allegiance to the U. S. Flag
- D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
- E. Citizens' Presentations - 30-minute total time limit for this item
For details regarding their comments, please refer to the video recording for this meeting located at www.saisd.net on the SAISD Board Page.
 - 1. Mia Cruz, YWLA Student
 - 2. Savannah Longoria, Hirsch ES Parent
 - 3. Oscar Quiroga, Hirsch ES Parent
 - 4. David Garza, Teacher/SA Alliance
 - 5. Justice Lovin, Teacher/SA Alliance
 - 6. Sarah Zimmerman, Teacher/SA Alliance
 - 7. Sam Durandard, Hawthorne Academy Parent

2. Discussion Regarding the Proposed SAISD 2026-2027 Budget

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

3. Closed Session

- A. Ms. Sebastian convened the Board in Closed Session at 7:59 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071 and TGC 551.074)
- B. Ms. Sebastian reconvened the Board in Open Session at 10:15 p.m. and took appropriate action on items discussed in Closed Session.
 - 1. Deliberation regarding personnel matters, including but not limited to appointment, employment, evaluation, duties, discipline, reassignment, resignation, retirement, reclassification, report, and dismissal of a public officer or an employee; or to hear a complaint or charge against an officer or employee. This provision does not apply to a closed session discussion if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. (TGC 551.074)
No action taken.

Please note: These minutes are contingent upon Board approval at the April 6th Board Meeting.

2. Consultation with legal counsel regarding legal and contractual issues related to the management agreements and performance contracts with 1882 partners. (TGC 551.071)
No action taken.
3. Consultation with legal counsel on legal issues and discussion of the employment of the Chief Internal Auditor. (TGC 551.071 and 551.074)
No action taken.

4. Adjournment

Ms. Sebastian adjourned the meeting at 10:15 p.m.

MINUTES APPROVED

The foregoing minutes of the Special Board Meeting of the Board of Education of the San Antonio Independent School District held on Monday, March 16, 2026 were duly approved at a meeting held on Monday, April 6, 2026.

ATTEST:

Alicia Sebastian
President, Board of Education
San Antonio Independent School District

Jacob Ramos
Secretary, Board of Education
San Antonio Independent School District