Pending budget code and review of SOW

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: November 16, 2026

Agenda Section: Consent

Agenda Item Title: Unlimited Instruction

From: Dr. Jennifer Gutierrez, Deputy Superintendent

Additional Presenters if Applicable: None

Description: Unlimited Instruction will provide in-person tutoring for up to 50 students, two days per week for one hour per session. Tutoring will focus on improving students' TSI and SAT scores. This pilot program supports the district's efforts to increase students' college, career, and military readiness.

Historical Data: New Initiative

Recommendation: To approve Unlimited Instruction in the amount of $16,478.00 for the 2026–2027 school year.

Purchasing Director and Approval Date:

Funding Budget Code and Amount: Local Funds Budget

Goals: 1: Curriculum and Instruction - SSAISD will engage all students with a high-quality, research-based curriculum to achieve academic growth and excellence.

UNLIMITED INSTRUCTION

Statement of Work

For Additional Information or Remittance, contact:
Unlimited Instruction LLC
P. O. Box 3074
Staunton, VA 24402-3074
Tel. 888-826-1250
https://unlimitedinstruction.com
ui@UIK12.com

Date	Quote Number
11/03/2026	#UI27-7425

Quoted to Client:

Monica Garcia
Student Support Services Director
monica.garcia@southsanisd.net
South San Antonio ISD
5622 RAY ELLISON BLVD
SAN ANTONIO, TX 78242

Submitted By:
Jesse Slusher
jslusher@uik12.com

This Statement of Work ("SOW") is issued pursuant to and incorporates by reference the terms and conditions of RFP #260703 between South San Antonio ISD and Unlimited Instruction LLC ("UI"), dated . Upon execution of this SOW and/or issuance of a Purchase Order by South San Antonio ISD, and subject to the availability of appropriated funds, UI shall provide the services described herein under the same terms and conditions as set forth in the above-referenced contract, except as otherwise specifically modified by this SOW. Services may be amended, extended, or modified only by mutual written agreement of the parties.

Description	Amount
	$82.39/hour

Product Service Line: TutorEd

Description:

1. Improve students' academic skills as aligned to State standards for the content and grade level selected.
2. Deliver individualized instruction to small groups of students to master grade level standards.
3. Work with school/district to evaluate student outcome data and align instructional support.
4. Implement strategic scheduling to ensure time on task, as well as dynamic opportunities for supplemental instructional time for students.
5. Ensure clear communication, collaboration, and instructor effectiveness through comprehensive program management, resulting in fulfillment of contract terms.
6. 5 Tutors to support SAT/TSI
7. Program Duration 12/8/26-5/13/27
8. Supporting 50 students in groups 1:10
9. Tuesdays (1 hour) and Thursdays (1 hour)
10. Total Price $16,478

School Locations: HS

Content Areas: High School (prep for TSI and SAT)

Grade Levels: Grades 9-12

UNLIMITED INSTRUCTION

Statement of Work

Program Start Date: 12/08/2026	
Total Minimum Number of Instructor Hours: 200	
Not to Exceed Amount:	**$16,478.00**

Additional Terms

1. Appropriations; Purchase Orders. It is understood that School District's payment obligations under this SOW are subject to receipt of necessary appropriations. In the event of non-appropriation of funds for the items under this SOW, School District may terminate this SOW, in whole or in part. If appropriations are made that are adequate to fund this SOW, School District will issue a Purchase Order and/or authorize UI to issue an invoice. The parties understand that no amount will be charged to School District until funds have been appropriated.

2. Pricing. UI's pricing includes required training and any in-service District or school programming attended by UI instructors throughout the program.

3. UI Responsibilities. UI is responsible for providing the products and services described in this SOW in a professional and diligent manner. In addition:
    a. UI will ensure that all School District policies and procedures provided by School District to UI are followed by all UI personnel.
    b. UI will provide detailed tracking, attendance, and performance outcome data to School District upon request.
    c. UI will execute any data sharing or other ancillary documents reasonably required by School District.

4. School District Responsibilities. School District is responsible for authorizing payment for the services in this SOW upon securing the necessary funding and taking the following actions to enable UI to perform the services:
    a. Upon executing this SOW, School District will send UI's Communication Package to each participating school to allow UI to gather specific information about each school's needs and to introduce UI to school administrators.
    b. School District will review the Assumptions in Section 6 of this SOW and notify UI as soon as possible if any adjustments or modifications are required.

5. Change Process. Flexibility regarding changing conditions is ensured by our change process. If, once a Purchase Order or invoice is issued, School District desires to make material changes, including the addition or cancellation of services or product lines, the extending or

shortening of time periods for service delivery, or adjustment to the number of hours that will be provided, the parties shall comply with the procedures below.

a. The party initiating the change will fill out a Change Order form using the template attached hereto as Attachment A and will send the draft to the other party's authorized representative.
b. UI will estimate the resources, time, and cost associated with the proposed change and communicate the same in writing to School District.
c. Once approved and signed by authorized representatives of both parties, the Change Order shall become effective and be incorporated into and made a part of the applicable Purchase Order.
d. Unless mutually agreed upon and authorized in writing, in no event shall any Purchase Order or invoice be deemed altered, amended, enhanced, or otherwise modified except through an executed Change Order.
e. Non-material changes to this SOW, including changes that do not affect timing, delivery, or pricing, may be memorialized through email communications or other documented agreement between authorized representatives of both parties.

6. Assumptions. The scope, pricing, timelines, and delivery set forth in this SOW are predicated upon the following set of assumptions. Changes or discoveries that invalidate these assumptions can adversely affect UI's ability to deliver on schedule and on budget and may necessitate a Change Order.
   a. School District will confer with each school in a timely manner to confirm the services needed.
   b. Whenever possible, UI will be provided with a minimum of 4 weeks between issuance of a Purchase Order or invoice and the start date of requested services to allow UI sufficient time to recruit and place requested instructors.
   c. On full workdays, UI instructors are paid for 7.5 hours. This standard workday allows UI to recruit and retain the highest qualified educators. Half-days are 4 hours.
   d. UI's services include up to 35 hours per placed instructor of UI-provided training that will take place outside of school hours. Training, as well as any in-service School District or school-level programming attended by UI instructors, will be billed at UI's regular hourly rate.
   e. No overtime or weekend work is assumed. If overtime or weekend work is requested, UI will fulfill the request to the best of our ability. A higher hourly rate may apply to overtime or weekend work pursuant to applicable law.
   f. Unless otherwise required by the MSA, UI conducts standard, 7-year background checks on all candidates through our preferred third-party vendor. Our background checks include all locations in which the candidate lived during the prior 7-year period. If School District requires or requests expanded background checks that extend beyond 7 years, include a national scope, or include specialized screenings, School District should inform UI within 7 days of executing this SOW. Non-standard screenings may be subject to an additional fee and may require additional time to complete.
   g. Once an instructor start date is confirmed, the start date should not be delayed by School District more than 10 school days. School District understands that, to prevent attrition, UI will begin paying each placed instructor on the start date listed in the Purchase Order. If School District delays the start by more than 10 days, that cost may be passed on to School District, depending on the circumstances of the delay and the cost incurred by UI due to the delay. This does not apply to delays due to force majeure events outside of School District's control.
   h. UI instructors and program management will coordinate instructional activities with School District leadership to ensure that all instruction is aligned with current curriculum, pacing, learning goals and outcomes, and pedagogy. UI instructors will utilize materials, supplies, and assessments provided by School District. Computer assisted instruction, if required, will be conducted using school-supplied computer equipment.
   i. Prior to the start of services, School District will make available to UI, either through electronic links or actual copies,all documentation that School District requires for billing or compliance purposes, including documentation regarding student attendance, instructor timesheets, reporting, data sharing, codes of conduct, or other applicable state or local policies.
   j. During the term of UI's services, School District will provide, or facilitate the provision of, data to UI that UI requires to perform the services described in this SOW. UI will keep all data secure and confidential and in a manner compliant with FERPA, applicable laws, and all School District data and security policies. If the District utilizes Clever for the transfer of any data used by UI in the performance of the Contracted Services, the District agrees to abide by Clever's Terms of Service, available at: Terms of service | Clever
   k. Unless otherwise stated in a Purchase Order, UI will not provide food or transportation to any student.
   l. Once a Purchase Order or invoice is issued, the utilization of UI services should not fall below 95% of the minimum number of instructor hours contained in this SOW. If utilization falls below 95%, UI may initiate a Change Order to propose an increase in pricing, extension of delivery dates, or other measures in collaboration with School District.

UNLIMITED INSTRUCTION

Statement of Work

By signing below, each signatory certifies that they have the authority to accept this Statement of Work and to bind the respective party to its terms, subject to the limitations and disclaimers contained herein.

SCHOOL DISTRICT	**UNLIMITED INSTRUCTION LLC**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A

CHANGE ORDER TEMPLATE

Date of Change Order:
Change Order No.:
School District:
Original Statement of Work Date:
Purchase Order Number:

Changes Requested:

Reason(s) for Change:

Requested Timing:

TO BE COMPLETED BY UI:

Cost Differential for Change:

Additional Implications/Assumptions:

CHANGE ORDER ACCEPTED AND INCORPORATED INTO THE PO BY THE FOLLOWING SIGNATORIES

SCHOOL DISTRICT

_____

Name: _____

Title: _____

Date Accepted: _____

UNLIMITED INSTRUCTION LLC

_____

Name: _____

Title: _____

Date Accepted: _____